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

Memorandum

MIAMI-DADE COUNTY

Date: December 1, 2015

Agenda Item No. 8(A)(2)

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

Resolution No. R-1065-15

From: Carlos A. Gimenez
Mayor

Subject: Option to Renew for the Operation and Maintenance Agreement for the Miami International Airport North Terminal Automated People Mover System with Crystal Mover Services, Inc., Project No. B702B, in the amount of $6,632,000.00 and execute Change Order 1 in the not-to-exceed amount of $1,245,000.00

This item was amended at the October 15, 2015 Trade and Tourism Committee to approve the option to renew the Operation and Maintenance of the Miami International Airport North Terminal Automated People Mover System with Crystal Mover Services, Inc. for one year instead of five at a pro rata cost of $6,632,000.00 instead of $37,385,200.00 for all five years; the amendment also reduces the increase in the amount that the County Mayor is authorized to add to the General Allowance Account from $7,357,900.00 to $1,245,000.00. The title of the Resolution has been changed to reflect this amendment.

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve a one-year option to renew (OTR), covering year six (6) of the Operations and Maintenance (O&M) Agreement for the Miami International Airport (MIA) North Terminal Automated People Mover (APM) system with Crystal Mover Services, Inc., in the amount of $6,632,000.00.

It is also recommended that the Mayor or Mayor's designee be delegated the authority to negotiate and execute Change Order No. 1 for this Agreement in the not-to-exceed amount of $1,245,000.00, which includes an increase to the general allowance account to cover additional anticipated costs for year six (6) for system overhauls and upgrades and/or replacements of several key system elements.

SCOPE

MIA is located primarily within Commissioner Rebeca Sosa's District 6: however, the impact of this agenda item is countywide in nature as MIA is a regional asset.

DELEGATED AUTHORITY

In accordance with Miami-Dade County Code Section 2-8.3 related to identifying delegation of Board authority contained within the subject agreement, the Mayor or Mayor's designee has the authority to exercise the renewal options and terminate the agreement. The Mayor or Mayor's designee is also delegated the authority to execute a change order adding $1,245,000.00 into the contract's General Allowance Account.

FISCAL IMPACT/FUNDING SOURCE

The source of funding for this OTR and Change Order is the Miami-Dade Aviation Department (MDAD) Operating Budget.

TRACK RECORD/MONITOR

Crystal Mover Services, Inc. has performed satisfactorily under the current Agreement. The MDAD staff member responsible for monitoring this project is the Assistant Aviation Director for Facilities Management Carlos Jose.

BACKGROUND

In 1999, Sumitomo Corporation of America (SCOA) was selected through a competitive procurement process conducted by American Airlines to design, manufacture, install, test and commission the North Terminal APM System (Phase 1). As part of this competitive procurement process, the proposers were required to submit bids for the operation and maintenance of the new APM System for a five-year term (Phase 2). American Airlines signed an agreement with SCOA for the Phase 1 work and it is this agreement that was assigned to Miami-Dade County pursuant to the Fourth Amendment to the Lease, Construction, and Financing Agreement with American Airlines Inc., approved by the Board on June 21, 2005, pursuant to Resolution R-735-05. The Phase 1 Agreement also provided an option for MDAD to either execute the five-year O&M Agreement or have the contractor train department staff to operate and maintain the APM system in-house.

After reviewing the various options and discussions with the Miami-Dade Transit Department, MDAD recommended award of the O&M Agreement to Crystal Mover Services, Inc., a joint-venture corporation between SCOA and Mitsubishi Heavy Industries of America (MHIA) that performs O&M work on all MHIA APM systems in the United States. Pursuant to Resolution No. R-694-10, the Board on June 15, 2010, approved the award to Crystal Mover Services and directed MDAD to obtain prior Board approval before exercising any option to renew. A copy of Resolution No. R-694-10 and the O&M Agreement are attached hereto.

During this renewal period, Crystal Mover Services will continue to provide all the labor, materials and equipment required to perform all work described in the O&M Agreement for the MIA North Terminal APM system to include but not be limited to performing regularly scheduled preventative maintenance of all equipment, components and trains. Crystal Mover Services is required to maintain a service system availability level of 99.5 percent or better and track and maintain all spare parts and consumables inventory levels.

Additionally, MDAD requests authorization to negotiate Change Order No. 1 with Crystal Mover Services for the following:

1. System Overhaul: The APM will begin its sixth year of operation this September. The system manufacturer, MHIA, requires that beginning in year six (6) and continuing through year ten (10) of in-service operations the various APM subsystems - vehicles (mechanical and electrical), train control, communications systems, supervisory control and data acquisition subsystem, guideway track switches and other key system elements - go through a detailed inspection and overhaul regimen to ensure continued reliability and safe operations.
2. Capital Asset Replacement Program (CARP): Crystal Mover Services, as part of its O&M renewal proposal, recommended upgrades/replacements of older software and hardware system

elements to enhance reliability and viability of the system in the future. These CARP items will be reviewed and authorized on a case-by-case basis by MDAD.

INITIAL AGREEMENT AMOUNT:	$33,414,783.00 for the initial term of the Agreement
INITIAL TERM OF AGREEMENT:	Five (5) years
RENEWAL PROVISIONS:	Five (5) years
ADJUSTED AGREEMENT AMOUNT:	$40,046,783.00 for a one (1) year OTR period and the not-to-exceed amount of $1,245,000.00 for Change Order No. 1
CONTRACT MEASURES:	The agreement with SCOA originally had a 3.5 percent Black Business Enterprise (BBE) goal. This provision is no longer included since Black/Hispanic/Women Business Enterprise (B/HIWBE) firm certifications are no longer available. However, Crystal Mover Services has voluntarily exceeded that original 3.5 percent goal and has stated it will continue to use the Small Business Enterprise (SBE) firms of N&K Enterprises, Inc. and Omega Maintenance Company, the same two firms listed in the 1999 procurement.
***CONTRACT MEASURE ACHIEVED TO DATE:**	N&K Enterprises, Inc., 147 Alhambra Circle, Coral Gables, FL 33134 (SBE-G/S) 3.7118% ($1,013,560.12) Omega Maintenance Co., 13735 SW 176th Terrace, Miami, FL 33177 (SBE-G/S) 1.18% ($322,230.20) (Small Business Enterprise – Goods/Services) *Calculations are based on dollars paid by Miami-Dade County $27,306,376.19
USING DEPARTMENT:	Miami-Dade Aviation Department
MANAGING DEPARTMENT:	Miami-Dade Aviation Department

Jack Osterholt, Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: December 1, 2015

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(A)(2)

Please note any items checked.

_____ **"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**

_____ **Statement of social equity required**

_____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(A)(2)
12-1-15

RESOLUTION NO. R-1065-15

RESOLUTION APPROVING OPTION TO RENEW FOR THE OPERATIONS AND MAINTENANCE AGREEMENT WITH CRYSTAL MOVER SERVICES, INC. FOR THE MIAMI INTERNATIONAL AIRPORT NORTH TERMINAL AUTOMATED PEOPLE MOVER SYSTEM, FOR A PERIOD OF ONE YEAR IN AN AMOUNT NOT TO EXCEED $6,632,000.00; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO NEGOTIATE AND EXECUTE A CHANGE ORDER INCREASING THE GENERAL ALLOWANCE ACCOUNT BY $1,245,000.00

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 this Board hereby (i) approves [[~~the five~~]][1] >>a one<< year option to renew in an amount not to exceed [[~~$37,385,200.00~~]] >>$6,632,000.00<< for the Operations and Maintenance Agreement ("Agreement") for the Miami International Airport North Terminal Automated People Mover System with Crystal Mover Services, Inc, and authorizes the County Mayor or designee to execute the same for and on behalf of the County, and to exercise the provisions contained therein, including but not limited to termination provisions; and (ii) authorizes the County Mayor or County Mayor's designee to negotiate and execute a change order to the Agreement, without need for subsequent approval of this Board, which solely increases the General Allowance

[1] Committee amendments are indicated as follows: Words stricken through and/or [[double bracketed]] are deleted, words underscored and/or >>double arrowed<< are added.

Account by [[~~$7,357,900.00~~]] >>$1,245,000.00<< all as more particularly set forth in the accompanying memorandum from the County Mayor.

The foregoing resolution was offered by Commissioner **Sally A. Heyman** who moved its adoption. The motion was seconded by Commissioner **Xavier L. Suarez** and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman	**aye**		
Esteban L. Bovo, Jr., Vice Chairman	**absent**		
Bruno A. Barreiro	**aye**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Dennis C. Moss	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**aye**
Juan C. Zapata	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of December, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. DMM

David M. Murray

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

Exhibit A

Memorandum

MIAMI-DADE COUNTY

Date:	June 15, 2010
To:	Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners
From:	George M. Burgess County Manager
Subject:	Resolution Approving the Operations and Maintenance Agreement for the Miami International Airport North Terminal Automated People Mover (APM) System with Crystal Mover Services Inc., Project No. B702B for $33,414,783

Amended
Agenda Item No. 14(A)(26)

Resolution No. R-694-10

On June 15, 2010, the Board of County Commissioners amended this item to require that execution of renewal options provided for in the agreement be subject to the approval of the Board. In addition, the Board directed that upon completion of the initial 2 years of this agreement, the County Manager will submit a report to the Board regarding the cost savings to the County obtained by County responsibility for the operation and maintenance of the North Terminal Automated People Mover (APM) System, with an additional analysis to be submitted every two years thereafter.

RECOMMENDATION

It is recommended that the Board approve the attached Operations and Maintenance (O&M) Agreement between Miami-Dade County and Crystal Mover Services, Inc. (CMSI) for the Miami International Airport North Terminal Automated People Mover (APM) System for an initial term of five years at a cost of $33,414,783. CMSI is a joint venture of Sumitomo Corporation of America (SCOA) and Mitsubishi Heavy Industries America, Inc. (MHIA).

SCOPE

PROJECT NAME: Operations and Maintenance Agreement for the North Terminal Automated People Mover (APM) System at Miami International Airport (MIA)

PROJECT NO.: B702B (Phase 2)

CONTRACT NO.: B702B (Phase 2)

PROJECT DESCRIPTION: CMSI is to provide all the labor, materials and equipment required to perform all work described in the Operations and Maintenance Agreement for North Terminal Automated People Mover (APM) System at Miami International Airport for a five-year period, to include but not be limited to, performing regularly scheduled preventative maintenance of all APM system equipment (on-board the train and wayside), components and trains. CMSI is to operate the APM System during the term of the O&M contract in accordance with the approved System Operations Plan and System Operations Manuals for the North Terminal APM System. On occasion, CMSI may be required to extend or reduce system operation beyond normal operating hours according to the Miami-Dade Aviation Department's (MDAD) needs. CMSI shall be

required to maintain a service system availability level of 99.5% or better. CMSI shall also track and maintain all spare parts and consumables inventory levels in accordance with the contract.

PROJECT LOCATION: Miami International Airport, Commission District 6, Rebeca Sosa

INITIAL AGREEMENT AMOUNT: $33,414,783 for the initial term of this agreement based on the escalation projections described in this memorandum (Original 1999 Lump-Sum Fixed-Price of $22,209,620 includes option to train designated county staff; escalation to present day of $8,205,163; and a General Allowance Account of $3,000,000).

CONTRACT INITIAL TERM: The initial term of the agreement is for five years.

RENEWAL PROVISIONS: This resolution authorizes the County Mayor or his designee to renew this agreement for five separate one-year extension periods each in the amount of $6,723,000 (or $33,615,000 for the five years).

If all renewal options are exercised, the total value of the contract over the 10 year period will be $67,029,783.

BACKGROUND

In 1999, Sumitomo Corporation of America (SCOA) was selected through a competitive procurement process conducted by American Airlines to design, manufacture, install, test and commission the North Terminal APM System (Phase 1). As part of this competitive procurement process, the proposers were required to submit bids for the Operation and Maintenance (O&M) of the new APM System for a five-year term (Phase 2). American Airlines signed an agreement with SCOA for the Phase 1 work and it is this agreement that was assigned to Miami-Dade County pursuant to the Fourth Amendment to the Lease, Construction, and Financing Agreement between American Airlines Inc. and Miami-Dade County, approved by the Board on June 21, 2005, by R-735-05. The Phase 1 Agreement also provides an option for Miami-Dade County to either execute the five-year O&M agreement, or have the contractor train Miami-Dade staff to operate and maintain the APM system in-house.

The O&M portion of the procurement process required proposers to bid in the then-current day (1999) pricing, which was to be escalated in accordance with the specified indices in the Phase 2 agreement. MDAD requested SCOA to submit a proposal updating the 1999 pricing in accordance with the specified indexes, which resulted in SCOA's attached proposal in the amount of $8,205,163. MDAD then requested Lea + Elliott Inc. (the North Terminal Development [NTD] APM consultant) to obtain a present-day market cost for this work and for US Cost Inc. (the NTD cost estimating consultant) to review the escalation to ensure it was consistent with the specified indices. US Cost found that the escalation was calculated in accordance with the specified indices. Lea + Elliott found that while their market price was $.6 million less than the SCOA proposal, their model is considered to be within +/- 10% accuracy. Lea + Elliott therefore recommended that MDAD proceed as the proposed SCOA prices are within this range of accuracy. Both of their reports are attached to this memorandum.

The agreement amount does not include projected escalation for years one through five of this agreement. The current substantial completion date for the Phase 1 work of the NTD APM System is September 15, 2010. At that time, the actual escalation for year one would be calculated and

appropriate adjustments made, and this process would continue for years two through five. Therefore, this agreement funds a general allowance account of $3 million not only to address any escalation for years one through five, but also to repair any of the non-warranty items that were originally expected to be under warranty for year one of the O&M Agreement, and for any unforeseen issues. In addition, because the original 1999 agreement lacked several key terms and conditions that are now standard in County contracts, the original agreement has been modified to require living wages, compliance with the County's vendor registration process and affidavit(s), prompt payment provisions; and, a corporate guaranty from SCOA and Mitsubishi Heavy Industries America, Inc. (MHIA).

The Miami-Dade Transit Department and MDAD considered having SCOA train Miami-Dade staff to operate and maintain the APM system in-house. However, after reviewing this option, both Departments concluded that it would be best to have SCOA operate and maintain the APM system through CMSI primarily for two reasons: 1) Transit staff has not been involved during the entire development, installation, testing and commissioning of the North Terminal APM system; and staff would face a compressed training learning curve and be expected to operate and maintain the system without the contractor's on-site personnel; and, 2) Although the APM system is being thoroughly tested and commissioned, it is in the best interests of the County to continue to have CMSI operate and maintain the APM system since much of the equipment, controls, components, and the APM cars are out of warranty due to earlier North Terminal Development (NTD) delays. It is critical that the County retain CSMI to have their expertise on-site and to have staff that is intimately familiar with the APM system so that they can quickly resolve malfunctions, breakdowns, or failure in the system.

MDAD staff has reviewed the options and recommends that the Board authorize the County Mayor or the Mayor's designee to execute the agreement with Crystal Mover Services Inc., a joint venture of SCOA and MHIA, to operate and maintain the North Terminal Automated People Mover System at MIA.

PRIMARY COMMISSION DISTRICT: Miami International Airport is located primarily within Commissioner Rebeca Sosa's District Six. However, the impact of this agenda item is countywide in nature as MIA is a regional asset.

APPROVAL PATH: Board of County Commissioners

USING DEPARTMENT: MDAD

MANAGING DEPARTMENT: MDAD

FISCAL IMPACT/FUNDING SOURCE

This Agreement will be funded by Aviation Department Operational Funds. The yearly expenditures for the initial 5-year term of the Agreement are based on the following chart:

	Year 1	Year 2	Year 3	Year 4	Year 5
O & M	5,821,000	5,798,000	6,123,000	6,123,000	6,123,000
O&M (5821/365 x15)	239,000				(239,000)
Demobilization					88,000
Option to Train					337,000
General Allowance Account	600,000	600,000	600,000	600,000	600,000
Totals	6,660,000	6,398,000	6,723,000	6,723,000	6,909,000

The substantial completion date for the Supply/Install phase (Phase 1) is 9/15/10. The O&M phase (Phase 2) is anticipated to begin on 9/16/10. For purposes of fiscal year budgeting, that 15 day period of overlap has been addressed for years one and five as indicated in the chart. A straight-line approach has been used for budgeting purposes for the general allowance account. Amounts in the chart are rounded.

The resolution authorizes the County Mayor or his designee to renew this agreement for five separate one-year extension periods each in the amount of $6,723,000.

FUNDING SOURCE	MDAD Operational Funds
PTP FUNDING:	No
GOB FUNDING:	No

TRACK RECORD/MONITOR

FIRM:	Crystal Mover Services, Inc.
COMPANY PRINCIPAL(S):	Yoshitomi Toyoshima, Michio Koizumi, Hiromichi Morimoto, Katsuji Nakagawa, and Gino M. Antoniello
COMPANY QUALIFIER(S):	No specific license is required for this work. However, CMSI and the assigned personnel have the required knowledge and experience in providing the O&M services for this APM technology.
COMPANY EMAIL ADDRESS:	john_champ@crystal-mover.com
COMPANY STREET ADDRESS:	815 NW 57th Avenue, Suite 217
COMPANY CITY-STATE-ZIP:	Miami, FL 33126
YEARS IN BUSINESS IN FLORIDA:	Since February 5, 2009
PREVIOUS EXPERIENCE WITH COUNTY (PAST FIVE YEARS):	None
SUBCONTRACTORS AND SUPPLIERS (SECTION 10-34 MIAMI-DADE COUNTY CODE):	N&K Enterprises, Inc. and Omega Maintenance Company
CONSULTANT PERFORMANCE:	No information is available in the Capital Improvement Information System database for these contractors. However, SCOA and MHIA are currently working together in a Prime/Sub role on the North Terminal APM System Phase 1 Project with SCOA as the Prime and MHIA as the Subcontractor. SCOA/MHIA are performing satisfactorily on the Phase 1 work.
CONTRACT MEASURES:	The agreement originally had a 3.5% BBE goal. This provision is no longer included since B/H/WBE firm certifications are no longer available. However, per the attached correspondence, it is the intent of CMSI to voluntarily achieve the 3.5% goal. CSMI is planning to use the SBE firms of N&K Enterprises, Inc. (3.113% or $937,000 of the contract amount not including the general allowance account) and Omega Maintenance Company (.778% or $234,000 of the contract amount not including the general allowance account) . These are the same two firms that were listed in the 1999 procurement.
COMPLIANCE DATA:	Small Business Development has reviewed its records and found no violations against this firm.

DELEGATED AUTHORITY:	The County Mayor or designee has the authority to exercise termination provisions and enforcement of the terms of the agreement.
CONTRACT MANAGER	Arthur Buck (305-876-7278, ABuck@miami-airport.com
SBD REVIEW:	Yes
LEGAL SUFFICENCY:	Yes

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: June 15, 2010

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

SUBJECT: Amended Agenda Item No. 14(A)(26)

Please note any items checked.

_____ "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

_____ Ordinance creating a new board requires detailed County Manager's report for public hearing

_____ No committee review

_____ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve

✓ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor

Veto _____

Override _____

Amended
Agenda Item No. 14(A)(26)
6-15-10

RESOLUTION NO. R-694-10

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE AN OPERATIONS AND MAINTENANCE AGREEMENT WITH CRYSTAL MOVER SERVICES, INC., FOR A TERM OF FIVE YEARS AND FOR THE AMOUNT OF $33,414,783; AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXERCISE THE TERMINATION, ENFORCEMENT, AND CANCELLATION PROVISIONS OF SUCH CONTRACT

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby authorizes the County Mayor or Mayor's designee to execute an Operations and Maintenance Agreement with Crystal Mover Services, Inc., for a term of five years and for the amount of $33,414.783.00, in substantially the form attached hereto, and authorizes the County Mayor or Mayor's designee to exercise the termination, enforcement, and cancellation provisions contained therein and authorizing the County Mayor to exercise the renewal provisions subject to the prior approval of the Board of County Commissioners. The County Manager shall, after the second year of the initial term of this agreement, report back to the Board of County Commissioners on the readiness of County employees to perform operations and maintenance functions on the North Terminal People Mover train system.

The foregoing resolution was offered by Commissioner Dorrin D. Rolle , who moved its adoption. The motion was seconded by Commissioner Audrey M. Edmonson and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 15th day of June, 2010. 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: **DIANE COLLINS**
Deputy Clerk

Approved by County Attorney as to form and legal sufficiency.

David M. Murray

Memorandum

MIAMI-DADE COUNTY

Date: April 29, 2010

To: Jose Abreu, Director
Miami- Dade Aviation Department

From: Penelope Townsley, Director
Small Business Development

Subject: Compliance Review Operations and Maintenance Contract Agreement with Crystal Mover Services, Inc. MDAD Project No. B702A (Revised)

This revised memorandum is being sent to correct a scrivener's error in the contract title. The Department of Small Business Development (SBD) has completed its review as requested for the above-referenced project. The contract measure applicable to this project was a 3.5% BBE Goal. The B/H/WBE programs are no longer applicable. However, Crystal Mover Services (CMS), the prime consultant on this project, has voluntarily chosen to fulfill the goal by using certified Small Business Enterprises (SBEs) through the County's SBE program. The following is the SBE status of the subcontractors CMS purposes to use:

Firm	Micro/ SBE Status
N & K Enterprises, Inc.	SBE, Cert Exp. 10/31/10
Omega Maintenance Company	Micro/SBE, Cert Exp. 10/31/10

SBD is requesting that CMS provide a subcontractor agreement with the SBEs they are proposing to use upon initiation of the contract. Should you have any questions or require additional information, please call James Vose at 305-375-3181.

Cc: Robert Bruce, MDAD
Milton Collins, MDAD
Susan Pasoul, MDAD
Alice Hidalgo-Gato, SBD
Patrice King, SBD

SUMITOMO CORPORATION OF AMERICA
P.O. Box 996610, Miami, FL 33299-6610

Tel No.: 786-662-3520
Fax No.: 786-662-3528
E-mail: Manuel.Novoa@sumitomocorp.com

SCOA-LE-L2728

Date: February 24, 2010

Attention: **Mr. Daniel J. McFadden**
Project Manager
Lea+Elliott, Inc.

Project: MIA NORTH TERMINAL APM SYSTEM

Contract No.: MIA-702-R-2

Subject: SCOA Revised Escalation for O&M Provision.

Reference: MAPM-SCOA-0113

Dear Sir:

As per your request, please find attached our updated revision of the above subject considering our latest extended Substantial Completion Date per Work Order # 1-46.

Should you have any question, please contact us.

Sincerely,

Manuel Novoa
Assistant Manager

cc: Mr. Gino M. Antoniello (SCOA) Mr. Toshio Hirasawa (MHI)

Warning: This record contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520. No part of this record may be released to persons without a "need to know", as defined by 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. For U.S. Government agencies, public disclosure is governed by 5 U.S.C.552 and 49 CFR parts 15 and 1520. This document may also be exempt from disclosure and/or public access under one or more of the following: FSS 119.07; FSS 281.301; FSS 331.22. Unauthorized release may result in civil penalty or other action.

MITSUBISHI MIA APM PROJECT

SCOA Team APM Project Office,
MIA-NTD Bldg. 3030 2nd Floor,
Miami, FL., 33159
Tel No.: 786-662-3520
Fax No.: 786-662-3528

MAPM-SCOA-0113

February 5, 2010

Attention: **Mr. Gino Antoniello**
Vice President
SUMITOMO CORPORATION OF AMERICA
600 Third Avenue New York
TEL: 212-207-0669, FAX: 212-207-0845

Project: MIA NORTH TERMINAL APM SYSTEM, Contract No.: MIA-702-R-2

Subject: MHI's revised narrative of Escalation for Operation & Maintenance provision (Ref. MAPM-SCOA-0063, Oct. 12, 2007)

Dear Sir,

We are pleased to submit our revised narrative and amount of escalation for Operation and Maintenance provision regarding to the extended substantial completion in Work order 1-46 as requested by L+E.
Please let us know if you have any questions.

Yours faithfully,

MIA APM PROJECT OFFICE

T. Hirasawa

Toshio Hirasawa
Project Manager
CC to Mr. T.Yamamoto (MHIA-NY), MHI Mihara

Operation & Maintenance Provision

The Narrative for Escalation

for Miami International Airport

North Terminal APM System

February 5, 2010

Mitsubishi Heavy Industries America, Inc.

ROM figures for O&M Contract

In October 2007, pursuant to Change Order #3 and based on a Substantial Completion Date of October 31, 2009, we submitted our narrative and calculations for escalation in accordance with OMGR Section 4.1.

Since that time, there have been further delays and Work Order 1-46 extended the Substantial Completion Date to September 15, 2010.

This narrative explains the background and calculation features of the O&M escalation based on the recently extended Substantial Completion date, pursuant to Work Order 1-46 (Project No. 702B).

We are re-submitting the escalation using the latest Consumer Price Index and other latest published indices as per Attachment A. This escalation calculation is based on the CPI of Miami area from the Bureau of Labor Statistics and also we have adopted PPI 10 and WPI117 as stated in the contract documents. The website did not have the Miami Dade County CPI, however, since it is the CPI for Miami, we believe it provides a relatively accurate projection of the escalation.

Finally the year for escalation is from September 1999, the date of bid, to September 2010, expected date of O&M in accordance with the applicable O&M Provisions and Instructions. Applicable indexes are attached in attachment B.

We believe that this explanation clarifies the basis and calculation method attached herewith and please feel free to contact us for further clarification.

Attachment A

Yearly chart

BAFO for O&M (Base) at Sep 1999

			Year 1	Year 2	Year 3	Year 4	Year 5	Demobilization	Option	Total	
			(USD)	(USD)	(USD)	(USD)	(USD)	(USD)	(USD)	(USD)	
OMP-LS (Labor)			3,116	3,112	3,348	3,348	3,348				
OMP-MS (Spares)			1,140	1,126	1,122	1,122	1,122				
OMP-MS (Expenses)								63	240		
			4,256	4,238	4,471	4,471	4,471	63	240	22,210	・・・①

Adjusted Price for O&M at August 2010

	Index	Escalation Ratio (Sep 99- Sep 10)	Year 1	Year 2	Year 3	Year 4	Year 5	Demobilization	Option	Total	
			(USD)	(USD)	(USD)	(USD)	(USD)	(USD)	(USD)	(USD)	
OMP-LS (Labor)	CPI (Miami)	1.401	4,365	4,360	4,691	4,691	4,691				
OMP-MS (Spares)	(WPI+PPI)/2	1.277	1,456	1,438	1,433	1,433	1,433				
OMP-MS (Expenses)	CPI (Miami)	1.401						88	337		
			5,821	5,798	6,123	6,123	6,123	88	337	30,415	・・・②
									②-①	8,205	

MHI Price for escalation *USD* *8,205.163*

16

Escalation calculation

CPI — Refer to attached index of CPI

Series ID:	CUURA320SA0,CUUSA320SA0	
Area:	Miami-Fort Lauderdale, FL	
1999 Sep		162.30
2009 Dec		222.94
	Index Difference	60.64
	Increased CPI	37.36%
	Annual Increase	3.65%
	Expected NTP for O&M	*2010-Sep*
		40.10%

PPI 10 — Refer to attached index of PPI-Commodities

Series ID:	WPU10	
Item:	Metals and metal products	
1999 Sep		125.50
2009 Dec		196.00
	Index Difference	70.50
	Increased PPI	56.18%
	Annual Increase	5.48%
	Expected NTP for O&M	*2010-Sep*
		60.29%

WPI117 — Refer to attached index of WPI-Commodities

Series ID:	WPU117	
Item:	Electrical machinery and equipment	
1999 Sep		119.20
2009 Dec		113.80
	Index Difference	-5.40
	Increased PPI	-4.53%
	Annual Increase	-0.44%
	Expected NTP for O&M	*2010-Sep*
		-4.86%

Average of PPI 10 and WPI 117 — 27.71%

Attachment B

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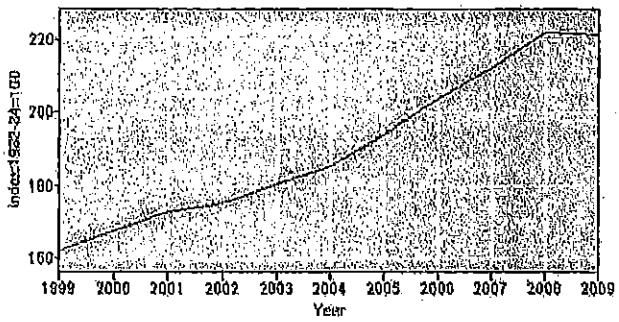
Data extracted on: February 4, 2010 (11:14:11 AM)

Consumer Price Index - All Urban Consumers

Series Id: CUURA320SA0,CUUSA320SA0
Not Seasonally Adjusted
Area: Miami-Fort Lauderdale, FL
Item: All Items
Base Period: 1982-84=100



Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
1999		161.4		161.7		161.3		162.3		164.1		164.8	162.4	161.4	163.4
2000		165.9		166.9		168.0		168.4		169.6		169.5	167.6	166.7	169.0
2001		171.9		172.8		173.5		173.5		174.2		173.1	173.0	172.4	173.6
2002		175.0		175.0		174.4		175.2		177.0		177.9	175.5	174.7	176.4
2003		180.3		180.6		179.4		180.9		181.6		181.6	180.6	180.0	181.2
2004		183.6		185.2		185.6		185.1		187.0		188.6	185.6	184.5	186.6
2005		190.6		193.2		192.6		195.6		198.8		197.4	194.3	191.8	196.9
2006		202.2		203.8		203.8		205.6		204.8		205.4	203.9	202.7	205.1
2007		207.989		210.904		212.820		213.127		215.159		217.319	212.390	209.955	214.826
2008		219.082		221.324		225.079		225.473		223.699		218.324	222.119	221.180	223.059
2009		220.589		220.740		221.485		221.306		222.416		222.943	221.387	220.674	222.100

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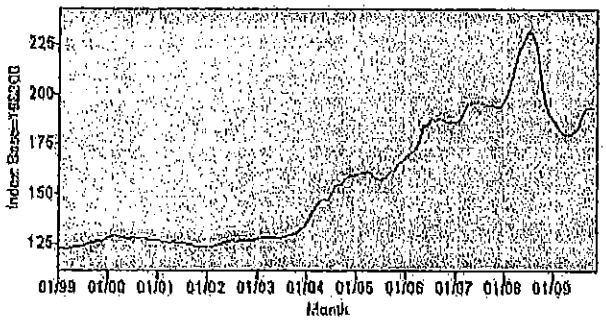
Data extracted on: February 4, 2010 (11:49:40 AM)

Producer Price Index-Commodities

Series Id: WPU10
Not Seasonally Adjusted
Group: Metals and metal products
Item: Metals and metal products
Base Date: 198200



Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
1999	123.5	123.4	122.9	123.1	123.8	123.8	124.4	124.9	125.5	126.3	126.6	127.3	124.6
2000	128.3	128.8	128.7	128.5	128.2	127.9	128.0	128.0	128.4	127.9	126.8	126.9	128.1
2001	126.9	126.6	126.6	126.0	126.1	125.8	125.5	125.0	124.9	124.1	123.6	123.6	125.4
2002	123.7	124.0	124.5	125.0	125.6	126.4	126.8	126.6	127.1	127.0	127.3	127.2	125.9
2003	127.6	128.3	128.5	128.2	128.3	128.3	128.4	129.0	129.5	130.2	131.4	133.1	129.2
2004	135.9	140.2	143.9	146.5	147.0	147.3	151.3	154.0	154.7	157.1	158.6	159.0	149.6
2005	160.1	160.5	160.4	161.1	159.4	157.6	157.4	158.4	161.1	161.9	165.0	166.7	160.8
2006	168.6	170.9	172.0	176.9	184.2	184.9	187.5	187.0	187.7	187.3	186.0	186.5	181.6
2007	185.7	187.2	191.1	195.4	196.3	195.9	196.6	195.5	194.5	195.0	194.3	194.1	193.5
2008	197.5	201.8	208.0	217.6	223.4	226.9	231.8	230.9	223.7	209.1	195.9	189.7	213.0
2009	187.0	183.9	181.7	179.9	180.5	181.7	183.5	189.1	192.8(P)	193.6(P)	193.3(P)	196.0(P)	186.9(P)

P : Preliminary. All indexes are subject to revision four months after original publication.

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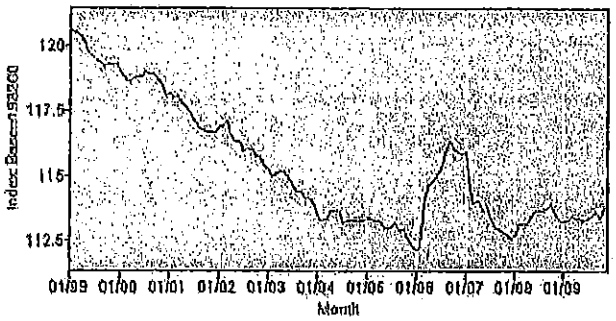
Data extracted on: February 4, 2010 (12:04:32 PM)

Producer Price Index-Commodities

Series Id: WPU117
Not Seasonally Adjusted
Group: Machinery and equipment
Item: Electrical machinery and equipment
Base Date: 1982=100



Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
1999	120.6	120.6	120.5	120.3	119.8	119.6	119.5	119.4	119.2	119.3	119.3	119.3	119.8
2000	119.0	118.8	118.6	118.7	118.8	118.8	119.0	118.9	118.9	118.7	118.6	118.1	118.7
2001	118.2	118.0	118.1	117.8	117.7	117.4	117.1	116.9	116.8	116.7	116.7	116.7	117.3
2002	116.9	116.9	117.1	116.6	116.4	116.4	116.0	116.1	116.1	115.8	115.8	115.4	116.3
2003	115.3	115.0	115.1	115.2	115.2	114.9	114.6	114.4	114.4	114.2	114.2	114.0	114.7
2004	113.5	113.3	113.4	113.7	113.7	113.7	113.2	113.3	113.3	113.3	113.3	113.3	113.4
2005	113.4	113.4	113.3	113.3	113.1	113.0	113.1	113.2	112.9	113.0	112.6	112.3	113.0
2006	112.2	112.3	114.0	114.7	114.8	115.0	115.3	116.0	116.4	116.1	116.0	115.9	114.9
2007	116.0	114.5	114.0	114.1	113.7	114.0	113.4	113.1	113.0	112.9	112.8	112.6	113.7
2008	112.7	113.2	113.2	113.2	113.5	113.7	113.7	113.7	113.8	114.0	113.6	113.3	113.5
2009	113.3	113.3	113.5	113.4	113.4	113.3	113.4	113.5	113.7(P)	113.4(P)	113.8(P)	113.8(P)	113.5(P)

P : Preliminary. All indexes are subject to revision four months after original publication.

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Transportation Consultants
785 Market Street, 12th Floor
San Francisco, CA 94103
415.908.6450 Tel
415.908.6451 Fax
www.leaelliott.com

MEMORANDUM

To: Dan McFadden
From: Cindy Sugimoto, Jackie Yang
Date: March 12, 2010
Subject: O&M Cost Estimate Analysis

Introduction

L+E has been tasked with reviewing the proposed Sumitomo Corporation of America (SCOA) prices for the Miami North Terminal APM five year Operations and Maintenance (O&M) period in light of delays in the date of Substantial Completion.

Assumptions

Based on the indices required in the O&M Contract, the following were used in the SCOA proposal:

- Consumer Price Index (CPI) for Miami
- Average of Electrical Machinery and Equipment (WPI 117) and Metal and Metal Products Index (PPI 10)

US Cost reviewed the escalation calculations as submitted by SCOA and finds them in compliance with the contract specified requirements related to escalation. The US Cost report is attached.

L+E has compared the SCOA proposal with results from our proprietary O&M cost model and using the indices listed above.

The following assumptions were made:

- Original staffing levels (31 personnel in 1999 proposal)
- Comparison of proposed O&M labor and material rates to rates bid on three projects in 2008 and 2009
- Location adjustment based on the Bureau of Labor Statistics

O&M Cost Comparison

Using the model and applying original staffing labor levels with updated labor and material rates, an average annual cost of approximately $5.9 million including labor and materials is estimated for the each year of the O&M contract. SCOA's proposed total annual cost for these items is approximately $6.0 million. The L+E estimate is based upon 2010 dollars and does not include escalation for subsequent years of the five year contract or reconciliation for labor and materials indices past the first year.

O&M Items	L+E Estimate (thousands $)	SCOA Proposal (thousands $)
Annual Labor and Materials	$5,897	$5,998
Demobilization	$88	$88
Training	$279	$337

The entire five year O&M period is compared below.

Original O&M Price (September 1999 thousands $)										
			Year 1	Year 2	Year 3	Year 4	Year 5	Demob-ilization	Option to Train	Total
OMP-LS Labor			3,116	3,112	3,348	3,348	3,348			
OMP-MS Spares			1,140	1,126	1,122	1,122	1,122			
OMP-LS Expenses								63	240	
Total			4,256	4,238	4,471	4,471	4,471	63	240	**22,210**

SCOA Escalated O&M Price (September 2010 thousands $)										
	Index	Esc-alation	Year 1	Year 2	Year 3	Year 4	Year 5	Demob-ilization	Option to Train	Total
OMP-LS Labor	CPI(Miami)	1.401	4,365	4,360	4,691	4,691	4,691			
OMP-MS Spares	(WPI+PPI)/2	1.277	1,456	1,438	1,433	1,433	1,433			
OMP-LS Expenses	CPI(Miami)	1.401						88	337	
Total			5,821	5,798	6,123	6,123	6,123	88	337	**30,415**
Total Escalation Adjustment										**8,205**
										8,205,163

L+E Escalated O&M Price (September 2010 thousands $)										
			Year 1	Year 2	Year 3	Year 4	Year 5	Demob-ilization	Option to Train	Total
OMP-LS Labor			4,065	4,058	4,387	4,387	4,387			
OMP-MS Spares			1,657	1,640	1,634	1,634	1,634			
OMP-LS Expenses								88	279	
Total			5,722	5,698	6,022	6,022	6,022	88	279	29,852
Total Escalation Adjustment										7,642
										7,642,125

The L+E estimate for five years of O&M, demobilization and training, based on recent projects and salaries, results in $29.9 million. This is $0.6 million less than the SCOA proposal.

The L+E model is considered to be within +/-10% accuracy. As the proposed SCOA prices are within this range, it is recommended that MDAD proceed with award of the O&M contract to SCOA as proposed.

U.S. COST

MEMORANDUM

Date: March 19, 2010

To: Dan McFadden
APM Project Manager

From: Glenn Wilcox
Operations Manager

Subject: **SCOA Revised Escalation for O&M Provision**

We have reviewed the escalation calculation in the SCOA proposal of February 24, 2010, and find that the calculation is based on the specified indices. The cost adjustment has been calculated in accordance with the contract section: 4.1 Economic Price Adjustment.

Please contact me if you have any questions.

U.S. Cost, Inc.
12550 Biscayne Boulevard
Suite 706
North Miami, FL 33181

Phone 786-953-7817
Fax 786-953-7824

SUMITOMO CORPORATION OF AMERICA

March 31, 2010

Mr. Dan McFadden
C/o Lea + Elliott, Inc.
5200 Blue Lagoon Drive
Suite 250
Miami, FL 33126

Subject: **MIA North Terminal APM System**
Operation and Maintenance Agreement

Dear Mr. McFadden,

This letter is to inform you of SCOA/CMSI's commitment to voluntarily meet all the SBE related requirements of the current O&M Agreement in order to achieve the 3.5% goal.

SCOA/CMSI intents to utilize the following companies:

Company	Service	Current Status
N&K Enterprises, Inc	Janitorial	SBE
Omega Maintenance Company	Janitorial	SBE

Calculation of CMSI committed dollar amounts are as follows:

Original SBE Subcontract Values Calculation	
CMSI contract amount	$22,210,000.00
Escalation amount	$8,205,000.00
Escalated CMSI contract amount	$30,415,000.00
% of escalation per Contract	37%
% assigned to SBEs	3.50%

Original SBE Contract Amount Distribution	
N & K Enterprises, Inc. (3.113%)	$684,000.000
Omega Maintenance Co. (0.778%)	$171,000.00
TOTAL	$855,000.00

Final Escalated SBE Contract Amount Distribution	
N & K Enterprises, Inc. (3.113%)	$937,000.00
Omega Maintenance Co. (0.778%)	$234,000.00
TOTAL	$1,171,000.00

These companies were originally listed in 1999 and we will utilize them if they remain in good standing in accordance to the requirements, if not we will replace them.

Sincerely,

for

Gino M. Antoniello

Vice President

Cc: Mr. Michio Koizumi (SCOA/CMSI)

MIA/APM Project Office
Meridan Executive Centre
815 N.W. 57th Avenue
Suite 203
Miami, FL 33126

Tel. 305.260-4740
Fax. 305.260-4750

Clerk's Copy

OPERATIONS AND MAINTENANCE AGREEMENT

THE STATE OF FLORIDA)

COUNTY OF DADE)

THIS CONTRACT made and entered into this the __ day of _____, A.D. 19__, by Miami-Dade County, Florida, herein called "Owner", and ~~Sumitomo Corporation of America~~, a ~~New York~~ Delaware corporation, with offices at ~~600 Third Avenue, New York, NY 10016-2001~~ 2010 herein called "Contractor". Crystal Mover Services, Inc. 815 NW 57th Avenue, Suite 217, Miami, Fl 33126

WITNESSETH

In consideration of the promises and the mutual covenants and agreements contained herein and for other valuable considerations, the parties hereto **AGREE** as follows:

1. The Contractor shall provide all the labor, materials and equipment required and shall perform all the work described as "Operations and Maintenance for the North Terminal Automated People Mover (APM) System at the Miami International Airport," and do everything required by this Agreement, the General Provisions and General Requirements of the Operations and Maintenance Contract and the Contractor's Operations and Maintenance Proposal, at the location specified and in accordance with the terms of the preceding documents.

2. The Contractor shall fully perform the Work under this Agreement for five (5) years (Contract Time) after Date of Commencement of Work. The Date of Commencement of Work is the date established in the Notice to Proceed for the Operations and Maintenance Contract. The Contractor shall physically commence work immediately on the Date of Commencement of Work. Work shall be executed and sufficient manpower employed as to meet all milestones for completion of portions of the Project.

3. The Owner agrees to pay the Contractor the Annual Lump Sum Fixed Prices amounts and Lump Sum Fixed Prices for Demobilization and Optional Training of Owner-designated Personnel itemized on the Contractor's Pricing Forms for the Operations and Maintenance Contract in their Bid dated September 29, 1999 (Contract Prices) in current funds, in accordance with the terms of the Contract Documents.

4. The Contractor has examined the General Provisions and General Requirements of the Operations and Maintenance Contract, Contractor's Technical and Capabilities and Experience Statements previously accepted, and the Contractor's Operations and Maintenance Pricing Forms, and whether or not attached hereto at the time of execution, they are by reference made a part hereof and, together with this Agreement, form the Contract between the parties. All portions of such documents which Contractor believes are inconsistent with any other or ambiguities have been called to Owner's attention in writing and have been corrected to the satisfaction of both parties prior to this Contract. Contractor warrants that the quantities and units provided in the Pricing Forms are sufficient for the Work as defined in the Contract Documents and are provided for the purpose of estimating the cost associated with Contract Modifications. No adjustments shall be made to the Annual Lump sum fixed Prices and Lump Sum Fixed Prices for Demobilization and Optional Training of Owner designated personnel for actual quantities provided if they are different than those noted in the Pricing Forms unless accompanied by a Contract Modification; in such case, the Lump Sum Fixed Prices will be adjusted in accordance to a Change Order approved by the Owner. Contractor further warrants that the proposed staffing levels and quantities are sufficient for the Operation and Maintenance of the APM System at the degree of reliability required by the Contract Documents.

5. It is expressly understood and agreed by and between the parties hereto that time is of the essence to this Contract.

6. The Contractor agrees to indemnify, defend and hold harmless the Owner, its parent, subsidiaries and affiliates, the Owner's Representative, their directors, officers, employees, agents and representatives from and against all claims, liability, damages, loss or expense, including claims liability, damages, loss or expense caused by

Owner or Owner's Representative's negligence and including legal fees and court costs, arising out of or in connection with this agreement except in the case of the gross negligence or willful misconduct of Owner or Owner's Representative, including but not limited to, claims of employees of the Contractor and his subcontractors, claims of employees of the Owner or Owner's Representative, claims arising out of injury, death or property damage, direct and/or consequential, to any person or entity. The Contractor agrees to compensate the Owner for any cost, expense or damage incurred by the Owner as a result of loss, destruction or damage to Owner's property, including but not limited to aircraft, and/or interference with the Owner's operations.

7. The Contractor shall, at its sole cost and expense, procure and maintain in full force and effect, insurance adequate for coverage of Contractor's obligations of this Agreement and under the General Provisions of the Operations and Maintenance Contract.

8. Terms used in this Agreement, which are defined in the General Provisions of the Operations and Maintenance Contract, shall have the meanings designated in those General Provisions.

9. The waiver of any of the terms and conditions of the Contract Documents in any specific instance shall not be deemed the waiver of any such terms and conditions in future instances or to preclude the insistence by Owner that Contractor's performance be in accordance with each and every requirement of the Contract Documents.

10. The Contract Documents are:

a. This Agreement;

b. Operations and Maintenance General Provisions and General Requirements pages i through vi dated July 19, 1999, pages 1 and 2 dated October 29, 1999, pages 3 through 22 dated July 19, 1999, page 23 dated October 29, 1999, pages 24 through 77 dated July 19, 1999, and all attachments, exhibits, and documents referenced therein;

c. Contractor's Technical and Capabilities and Experience Statements, dated March 12, 1999, as accepted for the Supply/Installation Contract;

d. Operations and Maintenance Pricing Forms for the Operations and Maintenance Contract contained in Contractor's Bid, dated September 29, 1999; and

e. Addenda:

#	Date	Pages
1	September 13, 1999	O & M Provisions page 9

ENTIRE AGREEMENT

This Contract, the documents referred to herein, and any required Insurance Certificates, and other instruments specifically referred to herein constitute the entire agreement between the parties, and no prior or contemporaneous written or oral agreement exists now which can be deemed to alter the provisions hereof.

EXECUTION OF AGREEMENT

EXECUTED on behalf of Miami-Dade County, as duly authorized by Resolution No. _____ of _____, approved on _____, and on behalf of _____ by the duly authorized officer whose name is subscribed below.

CRYSTAL MOVER SERVICES, INC.

~~SUMITOMO CORPORATION OF AMERICA:~~

11/3/99

Michio Koizumi, President and Director

Gino M. Antoniello, Director, ~~Business Development, Transportation Systems and Equipment~~

Typed Name Title

MANUEL NOVOA
MY COMMISSION # DD 892302
EXPIRES: May 25, 2013
Bonded Thru Notary Public Underwriters

Approved As To Form:

MIAMI-DADE COUNTY ATTORNEY

Miami-Dade County:

JOSÉ ABREU DIRECTOR

Typed Name Title

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OPERATIONS AND MAINTENANCE - GENERAL PROVISIONS

1.0 GENERAL

The following are the General Provisions for the Operation and Maintenance (O&M) Contract, hereinafter referred to as the "O&M Contract" or "Contract", under which the Contractor shall operate and maintain the North Terminal Automated People Mover (APM) System that the Contractor designed, supplied and installed for American Airlines, Inc. under the separate Supply/Installation Contract dated October 29, 1999.

1.1 CONTRACT DOCUMENTS

The Contract Documents applicable for this O&M Contract shall be those documents listed below and any specific referenced sections or referenced whole documents of the Supply/Installation Contract. All of the Technical Provisions, the Contractor's Technical and Capabilities and Experience Statements dated March 12, 1999 (as approved) and the As-Built Documentation for the Supply/Installation Contract shall remain in force as the specification for the APM System which is to be operated and maintained under this O&M Contract. In the case of discrepancy or ambiguity in the Contract Documents, the following order of precedence shall prevail.

1. Modifications in inverse chronological order, and in the same order as specific portions they are modifying.
2. Signed Operations and Maintenance Agreement, and terms and conditions referenced therein.
3. General Provisions
4. General Requirements
5. Contract Documents of Supply/Installation Contract, to the extent referenced herein.
6. Written numbers over figures, unless obviously incorrect.
7. Figured dimensions over scaled dimensions.
8. Large-scale Drawings over small-scale Drawings.
9. Contractor's Technical Statement dated March 12, 1999 (as approved), as amended by approved submittals under the Supply/Installation Contract of the System

Operations Plan, Operations Manuals, Maintenance Plan, Maintenance Manuals, Rule Book and the Operations and Maintenance Management Plan.

10. O&M Price forms of Contractor's Bid Formal Offer for the Operations and Maintenance Contract, dated October 29, 1999.

The Contract Documents for this O&M Contract shall not be construed to create a contractual relationship of any kind (1) between the Owner's Representative or Owner's Consultant(s) and Contractor, (2) between the Owner or its representatives and a Subcontractor or Sub-subcontractor, (3) between American Airlines, Inc. and Contractor, or (4) any persons or entities other than the Owner and Contractor. Contractor is fully responsible for all acts and omissions of its subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions.

1.2 ENTIRE AGREEMENT

The Contract Documents, and any written modification to the Contract Documents, shall represent the entire and integrated agreement for this O&M Contract between the parties hereto regarding the subject matter of the agreement and shall constitute the exclusive statement of the terms of the parties' agreement.

1.3 MODIFICATIONS

The Contract Documents may be amended or modified only by a written amendment, change order or directive issued in accord with the provisions of the Contract Documents. The Contract Documents may not be modified or supplemented orally or by implication. To be effective, any modification to the Contract Documents must be in writing and must be executed by the Owner and Contractor.

1.4 EFFECT OF WAIVERS

Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations not withstanding.

1.5 EXERCISE OF CONTRACT RESPONSIBILITIES

The Owner,. and the Owner's Representative, do not, in exercising their responsibilities and authorities under the Contract Documents, assume any duties or responsibilities to any subcontractor or supplier, nor do the Owner, the Owner's Representative assume any duty of care to Contractor, its subcontractors, or suppliers.

The Owner's Representative, in exercising its responsibilities and authorities under the Contract Documents, does not assume any duties or responsibilities to any subcontractor or supplier, nor does the Owner's Representative assume any duty of care to Contractor, its subcontractors, or suppliers, except as expressly set forth in the Contract Documents. However, the Owner's Representative shall be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Owner's Representative's duties.

1.6 DEFINITIONS OF TERMS

Definitions of terms used throughout the Contract Documents shall be as provided in Section 2.0 of the Special Provisions, Supply/Installation Contract. Whenever the words "as directed," "as required," "as permitted," or words of like effect are used, it shall be understood as the direction, requirement, or permission of the Owner. The words "sufficient," "necessary," or "proper," and the like, mean sufficient, necessary or proper in the judgment of the Owner. The words "approval or satisfactory," or words of like import, shall mean approved by, or satisfactory to the Owner as defined in SP Section 11.2.7 of the Supply/Installation Contract, unless otherwise indicated by the context. The word "acceptable" shall have the meaning defined in SP Section 11.2.7 of the Supply/Installation Contract.

1.7 TEMPORARY AND EXPERT SERVICES

The Services under this Contract are temporary in nature and the Owner does not have personnel in its employ who possess the necessary specialized knowledge to provide such services. The specialized expert services required for the Contract are not within the capabilities of Owner personnel.

1.8 CERTIFICATION OF FUNDS, BUDGET AND FISCAL PROVISIONS AND TERMINATION IN THE EVENT OF NON-APPROPRIATION

Services are subject to the budget and fiscal provisions of the Owner. Charges shall accrue only after prior written authorization certified by the Owner, and the amount of the Owner's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

Services shall terminate without penalty, liability or expense of any kind to the Owner at the end of the fiscal year in the event funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, services shall terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

The Owner has no obligation to make appropriations for the services in lieu of appropriations for new or other agreements. The Owner's budget decisions are subject to his discretion. Contractor's assumption of risk of possible non-appropriation is part of the consideration for the services.

1.9 MAXIMUM COSTS

1. Except as may be provided by Owner's Board resolutions or executive directives governing emergency conditions, the Owner and its employees, officers, agents and Owner's Representative are not authorized to request Contractor to perform services or to provide materials, equipment and supplies that would result in Contractor performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract unless the agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. The Owner is not required to reimburse Contractor for services, materials, equipment or supplies that are provided by Contractor which are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract and which were not approved by a written amendment to the agreement having been lawfully executed by the Owner.

2. The Owner and its employees, officers, agents and Owner's Representative are not authorized to offer or promise to Contractor additional funding for the contract which would exceed the maximum amount of funding provided for in the contract for Contractor's performance under the contract. Additional funding for the contract in excess of the maximum provided in the contract shall require lawful approval and certification by the Owner. The Owner is not required to honor any offered or promised additional funding for a contract which exceeds the maximum provided in the contract which requires lawful approval and certification of the Owner when the lawful approval and certification by the Owner has not been obtained.

2.0 OWNER

2.1 DEFINITION

The Owner is Miami-Dade County, and is referred to throughout the Contract Document as if singular in number and masculine in gender. The term "Owner" means the Owner. The address of Miami-Dade County is provided in OMGP Section 25.0.

2.2 OWNER'S REPRESENTATIVE

The Owner's Representative is the agent of the Owner to the extent expressly authorized by the Contract Documents and shall, in general, inspect, oversee, report concerning the Work, and perform the functions hereinafter described. The Owner's Representative will advise and consult with the Owner, and the Owner's instructions to the Contractor will normally be issued through the Owner's Representative (although the Owner may issue instructions directly to the Contractor in some cases). All of the Contractor's correspondence and oral communications related to the Contract and the Work shall be directed to the Owner's Representative unless otherwise instructed by the Owner in writing.

The Owner's Representative for this Contract is specified in OMGP Section 25.0.

The Contractor shall provide an office for the Owner's Representative within the Contractor's administrative offices at the Site. This office shall be equipped with desks, conference table, chairs, book shelves, filing cabinets and telephones of the same quality and design as for the Contractor's offices. The office shall accommodate two persons, one of which would be a secretary. Access shall be provided to a copy machine, fax machine and computer printer which can be used by the Owner's Representative at no additional cost to the Owner. The Owner's Representative will provide its own computer. If the Contractor's office is equipped with an Local Area Network (LAN) the Contractor shall provide the Owner's Representative access to and connection with said LAN.

The Owner's Representative shall, at all times, have access to the Work. The Contractor shall provide facilities for such access so the Owner's Representative may perform his functions under the Contract.

The Owner's Representative will make periodic visits to the Work site to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an Owner's Representative, he will keep the Owner informed of the progress of the Work, and will guard the Owner against defects and deficiencies in the Work of the Contractor. The Owner's Representative is required to call the attention of the Contractor to any failure of the Work or material to conform to the Drawings and Specifications. He shall have the authority but not the duty, to suspend the Work until the questions at issue are resolved.

Based on such observations at the Site and the Contractor's Applications for Payment, the Owner's Representative shall determine the amounts owing to the Contractor and shall issue Certificates for Payment to the Owner in such amounts.

The Owner's Representative shall advise the Owner of the requirements of the Contract Documents, shall be the judge of the performance thereunder by both the Owner and the Contractor and shall advise the Owner on all claims by the Owner or the Contractor relating to the execution and progress of the Work and on other matters and questions related therein.

The Owner's Representative will have the authority to reject the Work which does not conform to the Contract Documents.

The Owner's Representative will review Contractor submittals.

The Owner's Representative will prepare Change Orders for the Owner's approval in accordance with OMGP Section 37 and OMGR Section 5, and will have authority to order minor changes in the Work.

2.3 ACCESS TO THE WORK

The Owner and the Owner's Representative shall, at all times, have access to the Work. The Contractor shall provide proper facilities for such access.

2.4 OWNER'S RIGHT TO STOP THE WORK

If (1) the Contractor fails to perform in accordance with the Contract Documents or (2) an incident has occurred which resulted in fatalities, personal injuries and/or damage to vehicle(s), or equipment, or facilities, the Owner may order the Contractor to stop the Work, or any portion thereof, until the cause for such order, has been eliminated.

2.5 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner may, after seven (7) calendar days written notice to the Contractor, and without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate deduction shall be made from the payments then or thereafter due the Contractor for the cost of correcting such deficiencies, including the cost of additional services made necessary by such default, neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

2.6 OWNER'S RIGHT TO SUSPEND THE WORK

The Owner may, at any time, and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) calendar days by notice in writing to the Contractor which shall fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date so fixed. The Contractor may be allowed an adjustment in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefor as provided in OMGP Section 45.

3.0 CONTRACTOR

3.1 DEFINITION

The Contractor is the person or organization identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term "Contractor" means the Contractor or his authorized representative.

3.2 REPRESENTATIVE AND AUTHORITY

The representatives of the Contractor and the limitations of their authority shall be given to the Owner in writing no later than seven (7) calendar days after signing of the Contract by the Owner.

4.0 SERVICES CONTRACTOR AGREES TO PERFORM

The Contractor agrees to perform the services provided for in Appendix A to the General Requirements, Scope of Services, attached hereto and incorporated by reference as though fully set forth herein.

5.0 OWNER PROVISION OF APM SYSTEM

5.1 APM SYSTEM AND FACILITIES

The Owner shall make available to the Contractor the entire APM System, including all facilities, equipment, tools, spare equipment, parts, consumables, and documentation provided by the Contractor under the Supply/Installation Contract, as well as all other APM facilities to be operated and maintained by the Contractor that may have been provided by others. The foregoing shall remain the property of the Owner; however, the Contractor shall be responsible to maintain said property in accordance with the provisions of the O&M General Requirements.

5.2 CONTROL OF PREMISES

Access to the APM System's operations and maintenance areas shall be limited to Contractor's personnel and those Owner and Owner's Representative employees and/or individuals authorized by the Owner's Representative, provided that those persons identified by the Owner's Representative do not interfere with or jeopardize the Contractor's responsibility for safely operating and maintaining the APM System. Access to the premises shall be strictly controlled and the Contractor shall keep a record of all keys distributed to whomever. Officers, employees or agents of the Contractor shall never enter restricted or operational areas of the Airport without the express permission of the Owner, or any other governmental bodies having jurisdiction of such areas, and the Contractor hereby assumes full liability arising from any such unauthorized incursions.

6.0 COMPENSATION

Compensation will be made by the Owner in monthly payments for Work, as set forth in OMGR Sections 4.0 and 7.0, that the Owner's Representative, in its sole discretion, concludes have been satisfactorily performed as of the last day of the immediately preceding month. In no event shall the annual amounts for this Contract exceed that specified in OMGR Sections 4.0 and 7.0. The breakdown of costs associated with this Contract are provided in the pricing forms of the Contractor's Bid referenced in OMGP Section 1.1. Appendix B to the General Requirements, Determination of Monthly Payments, provides the basis for calculating monthly payments.

No charges shall be incurred under this Contract nor shall any payments become due to Contractor until reports, services, or both, required under the Contract are received from Contractor and approved by Owner's Representative as being in accordance with the Contract Documents. ~~In no event shall the Owner be liable to pay interest or late charges for any late payments made to the Contractor~~. The total authorized amount for this Contract is Thirty-three Million Four Hundred Fourteen Thousand Seven Hundred Eighty-three Dollars ($33,414,783.00) as detailed in Appendix E entitled Schedule of Prices and General Allowance Account.

7.0 SUBMITTING FALSE CLAIMS, MONETARY PENALTIES

Where the Contractor, or any of its subcontractors or consultants commit any of the following acts, the Contractor shall be liable to the Owner for the amount of damages which the Owner sustains because of the acts of the Contractor, subcontractor or consultant. The Contractor, or his subcontractor or consultant who commits any of the following acts shall also be liable to the Owner for the costs, including attorney's fees, of any civil action brought to recover any of those penalties or damages, and may be liable to the Owner for a civil penalty of up to $10,000 for each false claim: (a) knowingly presents or causes to be presented to an officer or employee of the Owner, or Owner's Representative, a false claim or request for payment or approval; (b) knowingly makes, uses or causes to be made or used a false record or statement to get a false claim paid or approved by the Owner; (c) conspires to defraud the Owner by getting a false claim allowed or paid by the Owner;

(d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the Owner; or (e) is a beneficiary of an inadvertent submission of a false claim to the Owner, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the Owner within a reasonable time after discovery of the false claim.

8.0 TAXES

Payment of any and all taxes levied upon this Contract, the transaction, or the services delivered pursuant hereto, shall be the obligation of Contractor. All pricing forms submitted by the Contractor shall specifically identify any and all anticipated Florida Sales Taxes. Should this Contract be found to be exempt from Florida Sales Taxes the total prices of the Contract, as awarded to the Contractor, shall be reduced accordingly by the amounts of the Florida Sales Taxes itemized in the Contractor's price forms for this O&M Contract included in the Contractor's Bid.

9.0 PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK

The granting of any payments by Owner, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work or material although the unsatisfactory character of such work or material may not have been apparent or detected at the time such payment was made. Materials, components, or workmanship which do not conform to the General Requirements and that specified in the Technical Provisions of the Supply/Installation Contract shall be rejected and shall be replaced by Contractor without delay.

10.0 CONTRACTOR'S QUALIFIED PERSONNEL, WARRANTY AND GUARANTY

All Work shall be performed only by competent and qualified personnel, licensed/certified to perform assigned work, under the supervision and employment of the Contractor. Contractor shall conform with Owner's Representative's reasonable requests regarding assignment of personnel, but all personnel, including any assigned at Owner's Representative's request, shall be supervised by Contractor.

Contractor represents and warrants that it is and will be at all times qualified and capable of performing every phase of the work to complete the work in accordance with the terms of the Contract Documents. Contractor warrants that all work and related services shall be performed in accordance with generally accepted professional standards of good and sound transit industry practices and all requirements of the Contract Documents. Subject to the last sentence of this paragraph, Contractor warrants that the work, including but not limited to each item of materials and equipment incorporated therein, shall be new, shall be of suitable grade of its respective kind for its

intended use, shall be free from defects in design, engineering, materials, construction, installation and workmanship, and shall conform in all respects with all applicable requirements of federal, state and local laws, licenses, and permits, the Drawings and Specifications and all descriptions set forth therein, applicable construction and industry codes and standards, and all other requirements of the Contract Documents. Notwithstanding the foregoing, Contractor shall not be responsible for the negligence of others in the specification of specific equipment, materials, design parameters, means or methods of supply/installation, where that is shown and expressly required by the Contract Documents.

The Contractor warrants that the parts, materials and components used under this Contract shall be suitable for the purpose used. Wherever possible, replacement parts shall be new and from the same manufacturer as the original parts. Where these parts are not available, the Contractor may provide rebuilt parts from the original manufacturer or use new parts from another manufacturer. In either case, such parts shall be equal or better, in quality and operation, than original parts and free from any and all defects. The Contractor also warrants that its employees or subcontractors shall be sufficiently skilled and licensed to produce quality repair, replacement and maintenance work which is free of blemishes (surface defects) and flaws (internal defects). The Contractor further warrants that operation and maintenance methods and procedures employed on the APM System shall, in the past, have been proven to be suitable for the results expected. If the Contractor proposes to use an unproven and untried (1) operation or maintenance method or procedure or, (2) part, material or component, the Owner's Representative must be advised of that fact, in advance and in writing. The Owner's Representative may permit experimentation, but it may require special guarantees of the Contractor to cover the work produced by the new and untried method or the part, material or component.

The Contractor shall provide all of the labor, equipment, software, cabling, materials, appurtenances and components which are required to repair or replace any work which does not satisfy the quality of work warranty described above and shall replace and install any equipment, software, cabling, materials, appurtenances or components which do not comply with the Contractor's warranty for a period of one year after the repair or replacement is completed at no cost to the Owner.

11.0 RESPONSIBILITY FOR EQUIPMENT, PROPERTY AND RELATED CLAIMS

The Owner or the Owner's Representative shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by Owner. The acceptance or use of such equipment by Contractor or any of its employees shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless Owner and Owner's Representative from and against any and all claims for any damage or injury of any type arising from the use, misuse or failure of such equipment, whether such

damage be to the Contractor, its employees, Owner or Owner's Representative employees or third parties, or to property belonging to any of the above.

The Contractor shall be totally responsible for the design and installation of all temporary structures such as shoring that may be required to perform work under this Contract. The Contractor shall also perform its work under this Contract so as not to load or overload any structural, electrical or HVAC System in any way which might endanger its present or future integrity or capacity.

The Contractor shall be totally responsible for the risk of loss or damage to any property owned by the Owner, its tenants or other third parties arising out of the careless or negligent acts or omissions of the Contractor's officers, agents, employees or subcontractors. The Contractor shall forthwith repair, replace and make good any such loss or damage without cost to the Owner or, at the option of the Owner, the Contractor shall reimburse the Owner for the reasonable cost of such repairs and replacements which the Owner elects, in its sole discretion, to perform.

The Contractor shall be totally responsible for the risk of (1) all claims made by third persons or all fines or penalties assessed by courts or governmental agencies or other entities against the Contractor or the Owner or Owner's Representative, on account of injuries (including wrongful death), losses and/or damages, and (2) all liability of any kind whatsoever, arising or alleged to arise out of or in connection with the performance of the Contract, whether or not actually caused by or resulting from the performance of the Contract, or out of or in connection with the Contractor's operations or presence at or in the vicinity of the Owner's premises (including claims against the Contractor or the Owner for the payment of workers' compensation) whether such fines or penalties are made or assessed and whether such claims for injuries, damages, losses are sustained and liability for them imposed at any time both before and after the completion of the services provided herein.

The Contractor shall be totally responsible for the risk of loss or damage to any property of the Contractor, and of claims made against the Contractor or the Owner or Owner's Representative for loss or damage to any property of subcontractors, materialmen, workmen, and others performing work for the Contractor, occurring at any time prior to completion or removal of such property from Owner premises or the vicinity thereof.

The foregoing limitation shall not apply to items delivered or work performed under this Contract when the defects or deficiencies in such items or the Owner's acceptance of such items resulted from sole negligence, willful misconduct, and/or intentional acts on the part of the Contractor.

12.0 INDEPENDENT CONTRACTOR

Contractor shall be deemed at all times to be an independent contractor and is not an agent of, employee of, partner of, or in a joint venture with the Owner. The Contractor shall be wholly responsible for the manner in which Contractor performs the service required of Contractor by the

terms of this Contract. Contractor shall be liable for the acts and omissions of it, its employees and its agents.

Terms in this Contract referring to direction from Owner or Owner's Representative shall be construed as providing for direction as to policy and the result of Contractor's work only and not as to the means by which such a result is obtained.

13.0 ~~RESERVED~~

PERFORMANCE AND PAYMENT BONDING In the event that Contractor engages in a repair or construction activity which would require a contractors license to perform, and if the cost of such repair or construction activity is valued at $200,000.00 or more, the Contractor shall provide, prior to engaging in such work, a performance and payment bond. Such bond shall comply with the requirements of Chapter 255.05, Florida Statutes, and must be in a form acceptable to the County. The Contractor must comply with all procedural requirements necessary to effectuate the provisions of such bond, including but not limited to, recordation. The associated bond premium for any such bond shall be reimbursed via the GAA.

14.0 INSURANCE

Without in any way limiting Contractor's liability pursuant to OMGP Section 15, Indemnification and General Liability, of these General Provisions, the Contractor shall procure and maintain in force, at its own cost and expense, at all times during the term of this Contract, insurance satisfying the following requirements:

A. The Contractor shall, at its own expense, provide and maintain during the entire performance period of this Contract at least the kinds and minimum amounts of insurance required herein.

B. Before commencing work under this Contract, the Contractor shall certify to the Owner in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Owner's interest shall not be effective until ten (10) calendar days after the insurer or the Contractor gives written notice to the Owner.

C. The Contractor shall insert the substance of this Section in subcontracts under this Contract, that require work on an installation owned or operated by, or under the control of, the Owner and shall require subcontractors to provide and maintain the insurance required herein or the Contractor may provide said insurance coverage for the subcontractor(s). At least five (5) calendar days before entry of each such subcontractor's personnel on the installation, the subcontractor(s) shall furnish to the Contractor, a current certificate of insurance meeting the requirements of the Contract. The Contractor shall maintain a file of all such certificates on site and readily available for review by the Owner or its authorized representative.

D. STANDARD INSURANCE SCHEDULE

1. Policies

At all times during the term of this Contract, the Contractor shall procure, pay for, and maintain, with approved insurance carriers, the insurance set forth below, and shall require all subcontractors and sub-subcontractors performing work for which the same liabilities apply under this Contract to do likewise or provide for the coverage for subcontractor(s).

a. **Workers' Compensation**

Workers' Compensation of not less than $100,000 for each accident. With respect to the services provided under this Contract and during the Contract's term, Contractor shall not opt out of or otherwise fail to maintain such coverage notwithstanding any provision in Florida state law which would allow an employer that option. The workers compensation coverage required hereunder shall in all things comply with the substantive requirements for such coverage contained in Florida state law.

b. **Commercial General Liability (CGL):**

1) Minimum Required Limits:
$1,000,000.00 per Occurrence
$1,000,000.00 Aggregate

2) Policy coverage must be on an "occurrence" basis.

3) Attachment of Endorsement CG2503, Amendment-Aggregate Limits of Insurance and CG2010, Additional Insured (per project).

4) All other endorsements shall require prior approval by the Owner's Representative.

c. **Comprehensive Automobile Liability:**

1) Coverage shall be provided for owned, hired, and non-owned vehicles.

2) Minimum Required Limits: $1,000,000.00 combined single limit.

d. Aircraft Liability:

1) Coverage shall be provided for owned, hired, and non-owned aircraft, including Passenger Liability. Aircraft Liability will be required only if the Contractor intends to operate aircraft in connection with this Contract.

2) Minimum Required Limit: $1,000,000 combined single limit.

e. Excess Umbrella Liability

1) An Umbrella Liability policy in the amount of $5,000,000.00 as an excess of the primary coverage (including General Liability and Automobile Liability) required in this Section 3.0, paragraph D., Standard Insurance Schedule, shall be maintained by the Contractor at all times during the term of this Contract. Policy coverage must be on an "occurrence" basis.

2) The Contractor may comply with this requirement as follows:

a) A "Project Specific" policy which provides coverage for the Owner, et al, Contractor, and Subcontractor(s), or

b) A specific policy with the Owner et al and Subcontractor(s) as named insured, or,

c) Inclusion of the Owner, et al, and all Subcontractors as additional insured under the Contractor's general umbrella liability policy.

3) The Contractor may insert a clause in the subcontract(s) that require Subcontractor(s) performing work under this Contract to provide and maintain an excess umbrella liability policy commensurate with the risks associated with the subcontract work to be performed. Excess umbrella liability provided by Subcontractor(s) will be at no additional cost to the Owner and will not relieve the Contractor from the obligation of

providing full primary coverage as stated in paragraphs 1) and 2), above. The Owner will be named as an additional insured on all Subcontractor excess umbrella liability policies.

2. Special Conditions

Concerning insurance to be furnished by Contractor, it is a condition precedent to acceptability thereof that:

a. Any policy submitted shall not be subject to limitations, conditions, or restrictions deemed inconsistent with the intent of the Insurance Requirements to be fulfilled by Contractor, the Owner's decision thereon shall be final.

b. Unless noted herein, all policies are to be written through a company licensed in Florida to transact that class of insurance in the State of Florida. The company rating shall be listed on the Certificate of Insurance as listed in the A.M. Best Key Rating Guide and should be rated a minimum of A and be of acceptable financial size.

c. Approval, disapproval, or failure to act by the Owner regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth herein. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

d. No special payment, except when a line item is provided, shall be made by the Owner for any insurance that the Contractor may be required to carry; all are included in the Contract Amount and the Contract Unit Price.

e. American Airlines, Inc., et. al. and Miami-Dade County, Florida, shall be included as additional insureds on the following policies. "American Airlines, Inc., et. al." means its Board of Directors officers, directors, agents, and employees, its designated and/or authorized representatives. Miami - Dade County, Florida means its Board of County Commissioners, officials (whether elected or appointed), agents, employees and its designated and or authorized representatives. Authorized representatives shall be so designated in writing with specific limits of authority, and may be employees of firms under contract with the Owner to provide specific services.

1) Commercial General Liability Policy

2) Comprehensive Auto/Truck Policy

3) Excess Umbrella Liability Policy

4) Aircraft Liability Policy

5) Other policies as may be deemed appropriate by the Risk Management Department of the Owner.

f. The insurance companies issuing the policy or policies shall have no recourse against the Owner for payment of any premiums or for assessments under any form of policy.

g. In the event that the statutory limit on tort claims liability generally applicable to the Owner is increased as a result of any action taken by any governmental body, regulatory agency or court, the now increased tort claims exposure shall automatically become the minimum requirement for liability insurance provided herein. The current tort limit is $100,000/$200,000 as per Florida Statute 768.28.

h. Should this contract require the use of subcontractors, it will be the sole responsibility of the Contractor to verify that such subcontractors are in compliance with the insurance provisions of this Contract. It will be the sole responsibility of the Contractor to provide to the Owner subcontractor's certificates of insurance. The Owner reserves the right to reject and/or remove any subcontractor who cannot demonstrate proof of the insurance coverage required hereunder.

3. Combined Policies

Any of such insurance policies may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

4. Proof of Insurance

a. When requested by the Owner, copies of any Policies must be furnished to the Owner, otherwise, the Owner shall require Certificates only.

b. Certificates indicating Contractor coverage to be in force shall be filed with the Owner prior to execution of the Contract, and shall provide for a minimum of ten (10) calendar days prior written notice of cancellation to be given the Owner. Copies of subcontractor certificates indicating coverage in force shall be maintained on site by the Contractor.

c. Evidence of renewal of coverage shall be delivered to the Owner at least ten (10) days prior to expiration of any particular policy.

d. All certificates shall be issued on the Accord Form a Certificate of Insurance form to be provided by the Owner. No substitutions shall be accepted without prior written authorization.

e. *ALL CERTIFICATES OF INSURANCE SHALL INCLUDE THE PROJECT NAME, CONTRACT NUMBER, OWNER CONTACT PERSON AND SHALL INCLUDE THE NAME, ADDRESS AND TELEPHONE NUMBER OF A RESIDENT AGENT TO WHOM ANY REQUISITE NOTICE MAY BE DELIVERED.*

Note: It is preferred that the enclosed Certificate of Insurance be used by all Contractors and subcontractors. However, if the Contractor or any of its subcontractors elect not to use this Certificate, the Certificate of Insurance received by the Owner must contain the following information:

(1) Include the following clauses:

"The Certificate Holder has been named as an additional Insured as respect the General Automobile, and Excess Liability Policies described herein."

"It is also agreed that 10 days written notice by the insurance companies listed above of their intent not to renew their policies listed below for the same coverages provided in this certificate will be given to the certificate holder at their address shown below.:

(2) In the "Description of Operations/Locations/Vehicles/Special Items" block

<<Contract No.>>

<<Project Title>>

(3) Insert the following address in the "Name and Address of Certificate Holders" block

~~American Airlines, Inc.~~
~~Corporate Real Estate - MD 4213~~
~~P.O. Box 619616~~
~~DFW Airport, Texas 75261-9616~~

Miami-Dade Aviation Department
MDAD Risk Management
P.O. Box 025504
Miami, Fl 33102-5504

6. **Waiver of Subrogation**

Insurers shall have no right of recovery or subrogation against the Owner, et al, it being the intention of the parties that insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.

7. **Changes to Insurance**

Insurance requirements may be changed by the Owner during the term of this Contract due to changes in the law, changes in Owner policy, or increased risk due to the nature of the work being performed.

15.0 INDEMNIFICATION AND HOLD HARMLESS

A. The Contractor shall fully indemnify, hold harmless and defend the Owner, and all their respective officers, agents, Owner's Representative, and employees, herein referred to as "Indemnities" from and/or against all suits, actions, claims, damages, losses and expenses, direct, or indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) of any character, name, and description brought for or resulting from any injuries or damages (including but not restricted to death) received or sustained by any persons or property resulting from , arising out of, or in connection with:

1. the operations of the Contractor, its subcontractors, or subcontractors thereunder; or

2. any negligent act, omission, misconduct, or fault of Contractor or its subcontractors or their agents or employees in the execution of the Contract; or

3. the failure of the Contractor to provide necessary barricades, warning lights, or signs; or

4. any neglect of the Contractor to safeguard the Work; or

5. the use of material not conforming to the Contract requirements or otherwise unacceptable or defective; or

6. any violation of law, ordinance, regulation, or order of any public authority having jurisdiction over the Work.

B. Contractor shall be required to pay any judgment, with costs, which may be obtained against the Indemnities growing out of such injury, and/or damage. In addition, the Contractor agrees to fully indemnify and hold harmless the Owner, Owner's Representative and all independent contractors from any wrongs, injuries, demands, or suits for damages either real or asserted, claimed against them, that may be occasioned by any act, omission, neglect, or misconduct of the said Contractor of its subcontractors and their agents, servants, or employees.

16.0 INCIDENTAL AND CONSEQUENTIAL DAMAGES

Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Contract shall constitute a waiver or limitation of any rights which the Owner may have under applicable law.

17.0 OWNER OBLIGATIONS TO CONTRACTOR

Owner's obligations under this contract will be limited to the payment of the compensation provided for in OMGP Section 6 above. Notwithstanding any other provision of this Contract, in no event will Owner be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits arising out of or in connection with this Contract or the services performed thereunder.

18.0 LIQUIDATED DAMAGES

By entering into this Contract, Contractor agrees that in the event the Services, as provided under OMGP Section 4.0 herein, are not provided or inferior to that specified in Appendix A to the General Requirements, Owner will suffer actual damages that will be impracticable or extremely difficult to determine; further, Contractor agrees to the payment reductions and deductions specified in

Appendix B to the General Requirements and that said payment reductions and deductions shall not be a penalty, but are reasonable estimates of the loss that Owner would incur based on non-performance or inferior performance, established in light of the circumstances existing at the time the Contract is awarded. Owner may deduct a sum, computed in accordance with Appendix B to the General Requirements hereof, as liquidated damages from any money due to Contractor. Such deductions shall not be considered a penalty, but rather as monetary damages agreed by the parties hereto as fairly representing the actual damages sustained by Owner because of failure to deliver to Owner the required Services.

19.0 BANKRUPTCY OF CONTRACTOR

In the event that the Contractor shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the Owner this Contract shall terminate and be of no further force and effect, and any property or rights of the Owner, tangible or intangible, shall forthwith be returned to it.

20.0 TERMINATION

In the event Contractor fails to perform any of its obligations under the Contract, the Owner may terminate the Contract, or any portion thereof, and the Contractor's rights hereunder. Termination shall be effective on the date that the Owner specifies in its written notice to the Contractor. No new work shall be undertaken after the specified date of termination. In the event of such termination, Contractor shall be paid for its services under the Contract, up to the date of termination, that have been performed to the satisfaction of the Owner's Representative.

Owner may terminate the Contract, or any portion thereof, for Owner's convenience and without cause at any time by giving Contractor at least thirty (30) calendar days' written notice of such termination. In the event of such termination, Contractor shall be paid for its services that have been performed to the satisfaction of the Owner's Representative under the Contract, up to the date of termination.

By the date of termination, for whatever reason, all of the conditions specified in OMGR Section 4.4 shall have been met. In the event that any of these conditions have not been met, an amount of money equal to the cost of meeting such conditions shall be deducted from compensation, if any, due the Contractor under this Section. To the extent that such exceeds the compensation due the Contractor, such differential shall be paid by the Contractor to the Owner within thirty (30) calendar days after the date of termination.

After receipt of a Notice of Termination, and except as otherwise directed by the Owner's Representative, the Contractor shall:

1. Discontinue performance under the Contract on the date specified in the Notice of Termination.

2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of services to the date of termination.

3. To the extent, manner and time, as directed by the Owner's Representative, in his sole discretion, assign to the Owner all of the rights, title, and interest of the Contractor under any outstanding orders for any materials including tools, maintenance and test equipment, spare parts, spare equipment, expendables, and consumables and existing subcontract agreements.

4. Deliver to the Owner, to the extent, manner, and time as directed by the Owner's Representative, in his sole discretion, the completed, or partially completed documents, information, and other property which, would have been required to be furnished to the Owner had the Contract not been terminated.

5. Take such action as may be necessary, or as the Owner's Representative may direct, for the protection and preservation of any property related to the Contract which is the possession of the Contractor and in which the Owner has or may acquire an interest.

Upon termination of the Contract, Contractor shall submit an invoice to Owner for an amount which represents the value of services actually performed prior to the effective date of termination for which Contractor has not previously been compensated, except that in no event shall the compensation paid for the month in which termination occurs be greater than the scheduled Monthly Payment prorated for the actual number for days in said month that Services were satisfactorily provided, plus any other amounts due the Contract as provided by OMGR Section 7.0. Upon approval of the invoice by the Owner's Representative and payment of this invoice by Owner, Owner will be under no further obligation to Contractor monetarily or otherwise.

21.0 DEFAULT

Upon the occurrence of any default or breach of Contract by either party, and as long as the same shall be continuing, the injured party may, at its option, upon notice to the other in writing, declare this Contract to be in default. And at any time thereafter, so long as the other party shall not have remedied or caused to be remedied all outstanding defaults and/or breach, the injured party may elect, in accordance with law and any other agreement between the parties to:

1. Proceed by appropriate court action at law or in equity to enforce performance by the defaulting party of its obligations under this Contract or to recover damages for breach thereof; or

2. By notice in writing to the defaulting party, cancel or terminate this Contract pursuant to the terms of OMGP Section 20 herein. Such termination shall not waive any other legal remedies available to either party.

In addition, the injured party shall be entitled to be reimbursed for reasonable attorney's fees, costs and expenses and shall be required to mitigate damages to the extent feasible.

22.0 NO THIRD PARTY BENEFICIARIES

The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the Owner and Contractor, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person on such Contract. It is the express intention of the Owner and the Contractor that Contractor and any other person other than the Owner or the Contractor receiving any benefits from this Contract shall be deemed to be an incidental beneficiary only.

23.0 OTHER AGREEMENTS BETWEEN OWNER AND CONTRACTOR

Contractor agrees that neither it nor any of Contractor's employees has any interest, however remote, in any other agreement with Owner, whether or not such agreement is with Contractor's firm, affiliate firms, or through separate employment, except as expressly itemized in Exhibit 1, Contractor's and Contractor's Employees' Interests in Other Owner Contracts, hereto attached. Failure to disclose such information may result in termination of this Contract pursuant to OMGP Sections 20 and 21 herein.

24.0 PROPRIETARY OR CONFIDENTIAL INFORMATION OF OWNER

Contractor understands and agrees that, in the performance of the work or services under this Contract, or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by the Owner or the Owner's Representative and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to Owner and/or Owner's Representative. Contractor agrees that all information disclosed to Contractor will be held in confidence and used only in performance of the Contract. Contractor shall exercise the same standard of care to protect such information as a

reasonably prudent contractor would use to protect its own proprietary data, including requiring its employees and agents to sign confidentiality statements.

25.0 NOTICES TO THE PARTIES

Any notice required or permitted to be given under this Contract shall be duly given if sent by facsimile, mail or courier service and received, in the case of notice to:

Owner:
Miami-Dade County, Florida
(address and contact person to be assigned)

Owner's Representative:
Lea+Elliott, Inc.
7205 Corporate Center Drive
Suite 411
Miami, Florida 33126
Attention: Mr. ~~Huy P. Huynh~~, Project Manager
Daniel McFadden

Contractor:
~~Sumitomo Corporation of America~~ Crystal Mover Services, Inc.
~~600 Third Avenue~~ 815 NW 57th Avenue, Suite 217
~~New York, NY 10016-2001~~ Miami, Fl 33126
Attention: Mr. Gino M. Antoniello, Director Business
~~Development, Transportation Systems & Equipment~~

26.0 OWNERSHIP OF RESULTS AND TITLES TO MATERIALS

Any interest of Contractor or its subcontractors or consultants, in drawings, plans specifications, studies, reports, memoranda, computation sheets, data, software, or other documents prepared by Contractor or its subcontractors in connection with the Supply/Installation Contract shall become the property of and shall be transmitted to Owner, except as provided otherwise by SP Section 6.1.10 of the Special Provisions, Supply/Installation Contract. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

The Owner shall have the non-exclusive right to use or permit the use of all such data, software, related documentation, and papers and any ideas or methods represented thereby for any purpose and at any time without additional compensation. No such papers shall be deemed to have been given in confidence. Any statement or legend to the contrary in connection with such data or other papers and conflict with the provisions of this paragraph shall be void and of no effect.

All materials to become part of the APM System including but not limited to, spare parts, equipment, expendables, and consumables inventory shall be and become the property of the Owner upon

delivery or upon being especially adapted for use in or as part of the APM System, whichever may first occur.

The Contractor shall promptly furnish to the Owner such bills of sale and other instruments as may be required by it, properly executed, acknowledged and delivered, assuring to it title to such materials, free of encumbrances and shall mark or otherwise identify all such materials as the property of the Owner.

27.0 WORKS FOR HIRE

Any and all artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship created by Contractor or its subcontractors in connection with Services performed under the Contract shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the Owner. In the event that it is ever determined that any works created by Contractor or its subcontractors under this Contract are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the Owner. With the approval of the Owner's Representative, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

28.0 AUDIT AND INSPECTION OF RECORDS

A. The Contractor (and Contractor's suppliers, vendors, subcontractors; insurance agents and other subcontractors) shall maintain and the Owner shall have the right to examine books, records, documents, accounting procedures and practices and any other supporting evidence deemed necessary by the Owner to substantiate costs and charges of whatever nature related to, incurred and anticipated to be incurred in the performance of this Contract. Such right of examination shall include inspection at all reasonable times of the Contractor's office or facilities or such parts thereof as may be engaged in the performance of this Contract.

B. The Owner shall have the right to examine all books, records, documents, and any other data of the Contractor related to the negotiation, pricing, or performance of such Contract, Change Order or Supplemental Agreement for the purpose of evaluating the accuracy, completeness, and currentness of the cost or pricing data submitted. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted along with computations and projections used therein. Proprietary/Trade Secret information pertaining to this contract may not be withheld.

C. The Contractor's, subcontractor's and related vendor organization's documents, records and other evidence shall be subject to inspection and/or reproduction by the Owner, its agents and authorized representatives. If requested, the Contractor shall submit a copy of such documents monthly for review by the Owner.

D. The documents, etc. described in paragraphs A. and B. shall be made available at the office of the Contractor at all reasonable times, for inspection, audit, reproduction, until the expiration of four (4) years from the date of final settlement. The Contractor shall provide adequate and appropriate work space to conduct all inspections audits and reviews. The Owner shall provide the Contractor with a reasonable advance notice of intended audit, inspections and reviews.

1. If this Contract is completely or partially terminated, the records relating to the terminated work shall be made available for a period of four (4) years from the date of final settlement.

2. Records which relate to appeals under OMGP Section 45.0 of the General Provisions, or litigation or settlement of claims arising out of the performance of this Contract shall be made available for the period of four (4) years from the date of final disposition of such appeals, litigation, or claims.

E. The Contractor shall insert an Article containing all the provisions of this Article, including this paragraph, in all subcontracts hereunder except altered as necessary for the proper identification of the contracting parties and the Owner under this Contract. The Contractor shall submit copies to the Owner of all subcontracts and changes to subcontracts pertaining to this Contract. Failure to submit such written contracts, or insert this Article including its provisions, shall be reason to exclude some or all of the related payee's costs from amounts payable to the Contractor pursuant to this Contract.

F. In addition, where projects are funded wholly or in part by federal grants, the FAA, the Secretary and the Comptroller General of the United States or any of their duly authorized representatives shall have access, for the purpose of audit and examination, to any books, documents, papers, and records of the recipient that are pertinent to grants received in accordance with CFR 49, Part 18.

G. If an audit or review in accordance with this Article discloses overcharges (of any nature), by Contractor, in excess of 5% of the total contract value, the cost of the Owner's audit shall be paid by the Contractor.

H. If Contractor fails to maintain or allow the Owner to inspect the records described herein, the Contractor waives its right to claim any additional monies, equitable

adjustments, time extension, or the like from the Owner if the records not so maintained are necessary to audit the Contractor's entitlement to the requested monies, adjustment, time extension, or the like.

29.0 SUBCONTRACTING

Contractor is prohibited from subcontracting the Contract or any part of the Contract Services without the express written approval of the Owner. Approval shall not be construed to create a contractual relationship of any kind between the Owner and subcontractor. Neither party shall, on the basis of this Contract, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

30.0 ASSIGNMENT

The Owner shall have the unilateral right to assign this Contract. All terms and conditions of the Contract shall remain unchanged except as may be negotiated otherwise between Assignee and the Contractor at the sole discretion of the Assignee.

The services to be performed by the Contractor are personal in character and neither this Contract nor any duties or obligations hereunder shall be assigned or delegated by the Contractor unless approved by written instrument executed and approved in the same manner as this Contract.

In any and all subcontracts and orders for materials, the Contractor shall provide that such subcontracts and/or orders shall be assignable to the Owner.

Upon assignment, Assignee shall have the unilateral right to assume the rights and obligations of the Owner under this Contract with the exception that the Owner shall not continue to be responsible for the performance of such assignee. In such case, the rights and obligations of the Contractor shall remain unchanged thereby and thereafter Contractor shall recognize Assignee as the Owner hereunder. Such assignment by the Owner and assumption by Assignee shall release the Owner from all obligations and liabilities arising or accruing subsequent to the date of such assignment and assumption; provided, however, the Owner shall remain responsible for those obligations and liabilities arising or accruing prior to the date of such assignment and assumption.

31.0 EQUAL EMPLOYMENT OPPORTUNITY

The Contractor agrees that it will not knowingly violate any applicable laws or regulations prohibiting discrimination in employment in the performance of its work under this Agreement.

SMALL BUSINESS ENTERPRISE PROGAM (SBE)

32.0 ~~DISADVANTAGED BUSINESS ENTERPRISE PROGRAM (DBE)~~

has made a commitment to voluntarily achieve a 3.5% SBE goal as

The Contractor ~~shall comply with the Disadvantaged Business Enterprise participation provisions~~ contained in Appendix D of these provisions.

33.0 ALCOHOL AND DRUG DETECTION AND DETERRENCE

It is the policy of the Owner to conduct pre-employment and post-employment alcohol and drug screening of prospective/prior employees. The Contractor is required to conduct such testing of all personnel working under this Contract.

33.1 FEDERAL DRUG-FREE WORKPLACE ACT

Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance shall be prohibited for any of its employees, agents or assigns involved in the Services of this Contract and on Airport premises. Contractor agrees that any violation of this prohibition by the Contractor, its employees, agents or assigns shall be deemed a material breach of the Contract.

34.0 HAZARDOUS MATERIALS AND SUBSTANCES

Contractor shall comply with any rule, regulation, statute or order of the Environmental Protection Agency ("EPA"), the Department of Environmental Resources Management (DERM), the South Florida Water Management District (SFWMD), the Florida Department of Health and any other governmental agency empowered with the authority to promulgate environmental rules and regulations applicable for the Airport. Failure to comply shall be considered a default that may cause termination of this Contract by the Owner. Further, any fines or penalties that may be levied against the Owner by the EPA, or DERM, or SFWMD, or the Florida Department of Health, or any other governmental agency for Contractor's failure to comply with such rule, regulation, statute or order shall be promptly reimbursed to the Owner by Contractor.

The Contractor covenants and agrees:

1. That it shall not cause or permit any hazardous or toxic substance to be brought upon the Premises without the written consent of Owner, and shall advise Owner's Representative of any known or suspected environmental contamination;

2. Provide a Material Safety Data Sheet (MSDS) for each hazardous chemical or material or toxic substance used in the performance of the Work, or stored on the Airport by the Contractor, as required by applicable laws.

3. That its operations shall at all times remain in compliance with:

   a. Owner's or Owner's Representative's written restrictions and requirements governing the identification and use of chemical products;

   b. All orders and regulations promulgated by the Occupational, Safety and Health Administration and by the Environmental Protection Agency, and all other federal, state and local laws, statutes, regulations and orders governing safety, the environment and hazardous and toxic substances;

4. That it shall:

   a. Secure at its own expense, all required permits, licenses and authorizations necessary for such compliance;

   b. Advise Owner's Representative of any notice of potential or actual non-compliance;

   c. Immediately upon receipt, provide Owner's Representative with copies of any notice or notices relating to non-compliance:

   d. Allow Owner's designated representatives the unrestricted right to inspect and review its on-premises operations and equipment to confirm that both remain in compliance. Unless necessary in an emergency situation, Owner's representatives shall not purposefully interfere with or inhibit Contractor's operation.

All notices, copies and correspondence relating to the above shall be delivered, according to the Notice provisions herein, to the following address, or to any address subsequently provided by proper notice. Copies of such material shall also be hand-delivered to Owner's Representative upon request therefrom.

35.0 COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the Services under the Contract in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of the Services, benefits or activities provided under this Contract and further agrees that

any violation of this prohibition on the part of Contractor, its employees, agents or assigns shall constitute a material breach of Contract.

36.0 NON-WAIVER OF RIGHTS

The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

37.0 MODIFICATION OF CONTRACT / CHANGES

This Contract may not be modified, nor may compliance with any of its terms waived, except by written instrument executed and approved in the same manner as this Contract and in accordance with OMGR Section 5.0.

38.0 ADMINISTRATIVE REMEDY FOR CONTRACT INTERPRETATION

Should any question arise as to the meaning and intent of this Contract, the question shall, prior to any other action or resort to any other legal remedy, be referred to the Owner who shall decide the true meaning and intent of the Contract.

39.0 GOVERNING LAW

This Contract shall be governed by the laws of the State of Texas and the applicable laws of the United States of America. This Contract has been entered into in Tarrant County, Texas, and it shall be performable for all purposes in Tarrant County, Texas. Any action or proceeding against the Contractor under or in connection with this Contract or any of the Contract Documents may be brought in any state or federal court in Tarrant County, Texas. Notwithstanding the foregoing, in the event this Contract is assigned to Miami-Dade County pursuant to OMGP Sections 30, or otherwise, this Contract shall be governed by the laws of the State of Florida and the applicable laws of the United States of America. Additionally, subsequent to such assignment, any action or proceeding against the Contractor under or in connection with this Contract or any of the Contract Documents may be brought in any state or federal court in Miami-Dade County, Florida.

40.0 FORCE MAJEURE

Neither Owner nor Contractor shall be liable for any failure to perform under this Contract to the extent that such failure is due to causes beyond its reasonable control, including, but not limited to, acts of God or public enemy, fire, flood, earthquake, epidemic, governmental order or directive, labor disputes, or strikes. In the event that Contractor is unable to perform the Services or bring substantial portion thereof to Owner's continuing detriment, Owner may suspend or cancel this Contract by written notice to Contractor.

41.0 PUBLIC RELATIONS AND ADVERTISING

41.1 DISRUPTION OF ACCESS TO AIRPORT TENANTS

The Contractor shall obtain approval, through the Owner's representative, from all relevant Airport authorities prior to beginning any work that may disrupt normal airport functions, including disruption of access to tenants and/or the public. In requesting approval the Contractor shall submit to the Owner's Representative a detailed work plan identifying the schedule and locations of disruption and a "maintenance of traffic plan." The Contractor shall assist the Owner's Representative in obtaining approval by modifying the work plan and providing additional information required by Airport authorities. Failure to request approval and submit detailed work plans in a timely manner may result in delays that shall be the sole responsibility of the Contractor.

41.2 SITE TOURS

If the Owner plans to conduct a site tour of the Contractor's maintenance shop or other work areas, the Owner's Representative will make necessary arrangements with the Contractor to facilitate the tour and will, whenever possible, give the Contractor at least 24 hours advance notice.

41.3 CONTRACTOR ADVERTISING AND PROMOTION

Contractor and its subcontractors shall not include any reference to this Contract or to work it performs thereunder in any of its advertising or promotional materials without first obtaining the written approval of the Owner's Representative.

42.0 OTHER RESTRICTIONS

The Contract shall be subject to all restrictions of record affecting the Airport and the use thereof, all Federal and State laws and regulations affecting the same, and shall be subject and subordinate to the provisions of any existing agreement and future agreements relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the

use of the Airport, or any part thereof, by the Contractor, the Owner or otherwise. All provisions hereof shall be subordinate to the right of the Owner to terminate the right of the Contractor or others to occupy or to use the Airport, or any part thereof, during the time of war or national emergency.

The Owner may from time to time be required by the United States Government, their agencies or departments, to adopt additional or amended provisions including non-discrimination provisions, concerning the use and operation of the Airport, and Contractor agrees that it shall adopt any such requirements as a part of this Contract.

If the FAA determines that any right or claims of right in or to the property herein creates an undue risk or interference with the operation of the Airport or the performance of or compliance with any covenants and conditions to which the use of the Airport is subject, said right or claims shall be extinguished or modified in a manner acceptable to the FAA.

Contractor's employees and subcontractors may not have unescorted access in the AOA without required security clearance including, but not limited to, complying with 14 CFR parts 107 and 108 and parts 107 and 108 of the Federal Aviation Regulations. Contractor shall provide the Owner with all necessary assistance to secure each security clearance, including, but limited to, supplying the Owner with employment information, verification, and assisting in all records checking, as necessary to comply with requirements for an investigation of the background of individuals applying for unescorted access privileges to the AOA. This includes, but is not limited to, supplying a 10-year employment history for persons applying for access to the AOA, verifying (personally or telephonically) the most recent 5-years employment history, and completing a criminal records check when specified conditions are identified as a result of the information obtained during the investigation process.

43.0 SAFETY AND SECURITY

The following provisions shall be interpreted in their broadest sense for the protection of persons and property by the Contractor and no action or omission by the Owner or Owner's Representative shall relieve the Contractor of any of its obligations and duties hereunder.

43.1 SAFETY OF PERSONS AND PROPERTY

The Contractor shall be responsible for the health and safety of its employees, agents, subcontractors, consultants and other persons who perform work under this Contract and for the protection and preservation of the APM System. The Contractor shall take all necessary and reasonable precautions and actions to protect all such persons and property. Such actions shall include, but are not limited to:

1. Compliance with all the applicable laws, regulations, ordinances, rules or orders of any public authority having jurisdiction relating to safety of persons or property.

2. Implementation of all practices, procedures and programs customarily implemented by contractors performing work of a similar nature; and

3. Other such actions as may be deemed prudent by the Owner or Owner's Representative.

43.2 APM SYSTEM SAFETY PROGRAM

The Contractor shall operate and maintain the APM System in accordance with the approved Safety Program Plan and all safety procedures provided in the Operations and Maintenance Manuals and Rule Book submitted during the Supply/Installation Contract. The Contractor shall not modify or compromise any safety-related requirements specified in the Technical and Special Provisions of the Supply/Installation Contract, the safety provisions incorporated in the APM System during either the Supply/Installation Contract or this Contract, and any aspect upon which the Safety Certification under the Supply/Installation Contract was made.

43.3 SECURITY

The Contractor shall provide APM System security in accordance with the System Security Plan provided under SP Section 6.4.2 of the Supply/Installation Contract, as favorably reviewed and approved by the Owner. The Contractor's duties shall include but not limited to:

1. Providing a secure environment for the APM System's passengers and employees;

2. Monitoring the CCTV system and emergency telephone system;

3. Responding to emergency incidents and notify Airport Security regarding criminal incidents;

4. Securing all aspects of the APM System from unauthorized persons.

44.0 INSPECTION

The Owner and Owner's Representative shall have the right to conduct inspections of the premises, equipment, records, work performance and logs without prior notice to the Contractor. Such inspections may be conducted by either the Owner's or Owner's Representative's employees or contracted inspectors, and may involve tests and observations of the Contractor's work to determine whether or not work performed satisfies the requirements of the Contract. The Contractor shall, therefore, provide these inspectors unlimited but reasonable access to the APM System as well as

whatever access is needed to off-site facilities used to store materials and components to be incorporated into the APM System. Also, the Owner's Representative may request and shall be given copies of documents in the Contractor's files pertaining to any and all Services of this Contract.

Any deficiencies identified and covered under the terms of this Contract shall be corrected by the Contractor within ten (10) calendar days unless otherwise authorized by the Owner's Representative. The Contractor shall provide the Owner's Representative a written explanation of each deficiency and corrective action taken within fifteen (15) calendar days of said action. Further, the Contractor shall provide the Owner's Representative a plan or procedure to prevent further occurrences of the deficiencies identified in the inspection.

45.0 CLAIMS BY CONTRACTOR

45.1 GENERAL

Should it appear to Contractor that the Services to be performed or any of the matters relative to the Contract Documents are not satisfactorily detailed or explained therein, or should any questions arise as to the meaning or intent of the Contract Documents, the Contractor shall give written notice to the Owner's Representative within five (5) working days of determining the deficiency. Contractor shall bear all costs incurred in the giving of such notice. All issues regarding the interpretation of the Contract Documents shall be referred to the Owner's Representative for interpretation. The Owner shall have the right but not the obligation to affirm or disaffirm the Owner's Representative's interpretation, which affirmance or disaffirmance shall be final. All issues regarding the General Provisions or non-engineering or non-technical aspects of the Services shall be determined by the Owner whose determination shall be final.

Should any dispute arise under this Contract respecting the true value of any Services performed, of any Services omitted, of any extra Services which the Contractor may be required to perform, time extensions, respecting the size of any payment to the Contractor during the performance of the Contract, or of compliance with Contract provisions, said dispute shall be decided by the Owner and its decision shall be final and conclusive. If the Contractor should disagree with the Owner's decision, the Contractor's sole and exclusive remedy is to file a claim in accordance with this Section. Notwithstanding and pending the resolution of any claim, the Contractor shall diligently prosecute the disputed Services to final completion. The provisions of this paragraph survive termination or completion of this Contract. Contractor shall bear all costs incurred in the preparation and submission of a claim.

"Claim" means a written demand or written assertion by the Contractor seeking, as a matter of right, the payment of money, the adjustment or interpretation of Contract terms, or other relief arising

under or relating to the Contract Documents. In order to qualify as a "claim," the written demand must state that it is a claim submitted under this Section.

A voucher, invoice, payment application, or other routine or authorized form of request for payment is not a claim under the Contract. If such request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a claim under the Contract by submitting a separate claim in compliance with Contract claim submission requirements.

45.2 PROCEDURE

The following procedures shall be followed:

1. Should any clarification or determination, or any other event, in the opinion of the Contractor, exceed the scope of the Contract Documents, then the Contractor and the Owner shall make good faith attempts to resolve any and all such claims and disputes. Before commencing the disputed Services, the Contractor must file a written protest with the Owner's Representative stating clearly and in detail its objection and reasons for contending the Services or interpretation is outside the requirements of the Contract Documents. If a written protest is not issued within this time period, or if the Contractor proceeds with the Services without first having given the notice required by this paragraph, the Contractor shall waive its rights to further claim on the specific issue.

2. The Owner will review the Contractor's timely written protest and provide a decision. If, after receiving the decision, the Contractor disagrees with it or still considers the Services required of it to be outside of the requirements of the Contract, it shall so notify the Owner's Representative, in writing, within seven (7) calendar days after receiving the decision, that a formal claim will be issued. Within thirty (30) calendar days of receiving the decision, the Contractor shall submit its claim and all arguments, justification, cost or estimates, schedule analysis, and detailed documentation supporting its position. Failure to furnish notification within seven (7) calendar days and all justifying documentation within thirty (30) calendar days will result in the Contractor waiving its right to the subject claim.

3. Upon receipt of the Contractor's formal claim including all arguments, justification, cost or estimates, schedule analysis, and documentation supporting its position as previously stipulated, the Owner or its designee will review the issue and render a final determination.

4. Claims shall be calculated in the same manner as Contract Modifications, as provided in OMGR Section 5.0.

45.3 CERTIFICATION

The Contractor, under penalty of perjury under the laws of the State of Florida, shall submit with the claim its and its subcontractors' certification that:

1. The claim is made in good faith;

2. Supporting data are accurate and complete to the best of the Contractor's knowledge and belief; and

3. The amount requested accurately reflects the Contract adjustment for which the Contractor believes the Owner is liable.

If the Contractor is an individual, the certification shall be executed by that individual; if the Contractor is not an individual, the certification shall be executed by an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.

If a false claim is knowingly submitted, the Owner will be entitled to civil remedies as set forth in the Florida civil statutes. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

In regard to any claim or portion of a claim for subcontractor Services, the Contractor shall fully review said claim and certify said claim, under penalty of perjury under the laws of the State of Florida, to have been made in good faith.

Failure to furnish certification as required hereinbefore will result in the Contractor waiving its right to the subject claim.

45.4 CLAIM FORMAT

The Contractor shall submit the claim justification in the following format:

1. Cover letter and certification.

2. Summary of claim including:

    a. Underlying Facts.

    b. Entitlement.

    c. Quantum Calculations.

    d. Contract Provisions Supporting Relief.

3. List of documents relating to claim:

   a. Contract Requirements

   b. Drawings.

   c. Clarifications/Requests For Information.

   d. Correspondence.

   e. Schedules.

   f. Other.

4. Chronology of Events And Correspondence.

5. Analysis of Claim Merit.

6. Analysis of Claim Cost.

7. Attachments: All documents listed in 3. above.

45.5 EXCLUSIVE REMEDY

Contractor's performance of its duties and obligations specified in this Section and submission of a claim as provided in this Section shall be Contractor's sole and exclusive remedy for the payment of money, extension of time, the adjustment or interpretation of Contract terms or other contractual or tort relief arising from the Contract, notwithstanding the completion, termination, suspension, cancellation or rescission of the Services or this Contract, negligence, strict liability or any other tort by the Owner, its representatives, consultants or agents, or Owner's assignment of the Contract, or for any reason whatsoever. Contractor waives all claims of waiver, estoppel, release, bar, or any other type of excuse for non-compliance with the claim submission requirements.

With respect to potential claims, it is the intention of the Owner to have knowledge of them before disputed Services are performed, to review them as the Services are being performed, to consider their impact on budgets and other affected matters, and to reach reasonable and prompt resolution of them. Therefore, compliance with the notice and claim submission procedures described in this OMGP Section 45 is a condition precedent to the right to commence litigation, file a Government Code Claim, or commence any other legal action. No claim or issues not raised in a timely protest and timely claim submitted under this OMGP Section 45 may be asserted in any Government Code Claim, subsequent litigation, or legal action.

Notwithstanding the foregoing, Contractor agrees that the Owner, at its election may initiate non binding dispute resolution procedures to resolve any dispute which arises under this section.

46.0 NON-LIABILITY OF OWNER REPRESENTATIVES

Neither the Owner's nor Owner's Representatives' officers, directors, agents, employees or consultants shall be charged personally by the Contractor with any liability or held liable to it under any term or provision of this Contract or because of its execution or attempted execution, or because of any breach thereof.

47.0 COMPLIANCE WITH LAWS

Contractor shall keep fully informed of and comply with any and all applicable federal, state and local laws, ordinances, resolutions, executive orders and regulatory requirements, including compliance with all applicable sections of 14 CFR: Aeronautics and Space, Parts 107 (Airport Security) and 108 (Airplane Operator Security) and to secure licenses, and pay all fees incident to its operations. However, the Contractor shall not apply for any permits or licenses in the name of, or on behalf of, the Owner. Vendor (Contractor) Registration: Pursuant to Miami-Dade County Code Section 2.8-1 (d), the Contractor has duly executed the Vendor Registration Package and Affidavits in Appendix G and filed it with the Miami-Dade County Department of Procurement Management to be maintained with the Contractor's vendors registration file.

48.0 SEVERABILITY

Any provisions of this Contract which may be prohibited or unenforceable in any jurisdiction shall be ineffective to the extent of such prohibition or non-enforceability in such jurisdiction only, and without invalidating the remaining provisions hereof in any other jurisdiction.

49.0 INUREMENT

The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Contract.

50.0 FINAL CONTRACT PAYMENT

The final payment under this Contract shall be made as provided in OMGR Section 4.4. At the time of settlement, there shall be deducted from the final payment all damages and all other charges properly chargeable to the Contractor under the terms of the Contract. The balance, if any, shall be paid to the Contractor provided that prior to delivery to the Contractor of the final payment, the Contractor shall furnish the Owner proof in documentary form all claims, liens, or other obligations

incurred by the Contractor and all its subcontractors in connection with the performance of the Services have been properly paid and settled.

In the event there are at the time set for final settlement outstanding claims against the Contractor or its subcontractors or for any other reason the Contractor is not able to give a proper affidavit that liens or other obligations have been properly paid and settled, the Owner may, at its sole discretion, waive the requirement of the said affidavit, provided the Contractor provides the Owner with an irrevocable letter of credit. In any event, when final settlement is made, it should be further understood by the Contractor that the Owner will withhold from payment any funds it may be required by law to withhold or that it may in the determination of the Owner be required to withhold, and final payment will not be made until in the determination of the Owner that all conditions of law have been met. At the time of delivery to the Contractor of the final payment, the Contractor shall executive and give to the Owner a Final Receipt for the same.

51.0 DISPUTES RESOLUTION

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under or related to this Contract which is not disposed of by agreement shall be decided in accordance with the following steps. However, by mutual agreement the matter may be taken immediately to any higher step in the dispute resolution process, or mutually agreed to Alternative Dispute Resolution process (which may include structured negotiations or mediation), or litigation. Pending final resolution of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract.

51.1 NOTICE OF DISPUTE

All disputes shall be initiated through a written Dispute Notice submitted by either party to the other party within ten (10) days of the determination of the dispute.

51.2 NEGOTIATION BETWEEN EXECUTIVES

The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Contract promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Contract. Executives from the Owner's Representative and the Contractor's Project Management shall be suitable candidates to conduct the initial negotiation. Any party may give the other party written notice of any dispute not resolved in the normal course of business as provided in OMGP Section 51.1 above. Within fourteen (14) days after delivery of the Dispute Notice, the receiving party shall submit to the other party a Written Response. The Dispute Notice and Written Response shall include (a) a statement of the party's position and a summary of the arguments supporting that position, (b) any evidence supporting the party's position and (c) the name of the

executive who will represent that party and of any other person(s) who will accompany the executive in negotiations. Within twenty-eight (28) days after delivery of the Dispute Notice, the executives of both parties shall meet at a mutually acceptable time and place, and thereafter as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information by one party to the other shall be honored.

51.3 CONTRACTING OFFICER'S DECISION

Should the dispute not be resolved by Negotiation Between Executives, as provided in OMGP Section 51.2 above, the Owner's Representative shall submit a written Request for Decision to the Owner's Contracting Officer, along with all documentation from said negotiations, including negotiation meeting minutes. The Owner's Contracting Officer shall reduce his/her decision to writing and deliver his/her Written Decision to the Contractor within fourteen (14) days of. For disputes involving $50,000 or less the decision of the Owner's Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary or so grossly erroneous as necessary to imply bad faith, or not supported by evidence. For disputes greater than $50,000 the decision of the Owner's Contracting Officer shall be final and conclusive unless within thirty (30) days from the date of delivery of the Written Decision the Contractor provides notice to submit the matter for resolution by mutually agreed upon Alternative Disputes Resolution, or other processes specified below, or litigation.

51.4 ALTERNATIVE DISPUTES RESOLUTION

If agreed to by both parties disputes may be resolved by a mutually agreed to Alternative Dispute Resolution process which may include structured negotiations different from OMGP Section 51.2 above or mediation.

52.0 LIVING WAGES: The Contractor shall comply with Section 2-8.9 of the Code of Miami-Dade County and Administrative Order No. 3-30, and shall agree to pay the required living wage required by the Code, AO, and the Living Wage Supplemental General Conditions provisions in Appendix H.

~~[END OF GENERAL PROVISIONS]~~

53.0 The Guarantors have executed the "CORPORATE GUARANTY FROM SUMITOMO CORPORATION OF AMERICA AND MITSUBISHI HEAVY INDUSTRIES AMERICA, INC." included in Appendix F of this Contract. By doing so, the Owner will consent to contracting directly with the Contractor in the Contract as long as Guarantors guarantee that they will perform all of the obligations under this Contract if Contractor is unable to perform those obligations or the Contractor's rights to perform those obligations under the Contract are terminated by Owner. The Guaranty shall not serve to limit the liability of the Contractor pursuant to this Agreement, and is not intended to benefit the Contractor.

Failure of the County to enforce the terms of the Guaranty, or waiver of the terms of the Guaranty, shall not limit the liability of the Contractor pursuant to this Agreement. All rights held by the County pursuant to the Guaranty as against Guarantors are supplemental to all rights held by the County against the Contractor pursuant to the Agreement.

[END OF GENERAL PROVISIONS]

OPERATIONS AND MAINTENANCE - GENERAL REQUIREMENTS

1.0 INTRODUCTION

Upon the Owner's Notice-to-Proceed (NTP) with the O&M Contract the Contractor shall operate and maintain the APM System, including the Operating System and Fixed Facilities provided by the Owner and Contractor during the Supply/Installation Contract, in accordance with the requirements of the Contract and in conformance with the approved System Operations Plan, the System Operations Manuals, the Maintenance Plan, the Maintenance Manuals, and the System Assurance Monitoring Plan, all as provided by the Contractor under the Supply/Installation Contract, which shall be attached hereto and made a part of the Contract, and shall perform such other duties and obligations as are provided hereunder.

The Owner agrees to pay to the Contractor and the Contractor agrees to accept from the Owner in full consideration for the performance by the Contractor of all its duties and obligations under the Contract, the lump sum fixed-price annual amounts set forth in OMGR Section 4.0, Payment.

The Contractor shall not charge and the Owner shall not be required to make any payments to the Contractor for any work performed or costs incurred associated with the Contract prior to NTP.

All services performed hereunder by Contractor shall be in accordance with the Owner's standard policies and procedures, as disclosed in writing to the Contractor, or as specifically required by the Owner or Owner's Representative from time to time. Contractor may substitute its own standard practices and procedures after obtaining Owner's Representative's written approval. All policy decisions regarding APM System operation shall rest with the Owner. Such matters as the hours of APM System's service, levels of service to be offered, public media information, and interfacing with the public at large shall be the responsibility of the Owner. When officially notified by the Owner's Representative of a decision regarding the above matters, or any other matter that the Owner's Representative wishes to classify as a policy decision, the Contractor shall immediately take all appropriate steps to comply with the decision.

2.0 STATEMENT OF WORK

The Services to be performed under the Contract shall be as set forth in Appendix A to these General Requirements. The Contractor shall provide all labor and materials to perform the services in compliance with the provisions contained therein.

3.0 TERM OF THE CONTRACT

The Contract shall begin upon the Owner's provision of NTP and shall continue for a period of five (5) years thereafter, unless terminated sooner as provided in the OMGR Section 20. The Contract shall automatically continue in effect from year to year for additional yearly increments thereafter, unless either party gives the other party notice of its intent to terminate the Contract on the anniversary date at least one hundred and eighty (180) calendar days prior to the fifth and subsequent anniversary dates. In the event of such automatic extension, the Total Annual Labor and Material Price for Year 5, taken from the Contractor's O&M Price Form OMP, shall be the agreed compensation for the Contractor's services, as modified by OMGR Section 4.1 hereof.

4.0 PAYMENT

All payments for the Contract shall be made according to the lump sum annual prices proposed by the Contractor in the Commercial Bid, or as may be adjusted for any Change Orders during the Supply/Installation Contract or this Contract, in accordance with the procedures specified in OMGR Section 5.0 below, subject to economic price adjustment specified in OMGR Section 4.1 below. In addition, any additional compensation as provided by OMGR Section 7.0 below shall be paid in accordance with that specified in OMGR Sections 7.3 and 7.5 below.

4.1 ECONOMIC PRICE ADJUSTMENT

The annual lump sum fixed prices for each year of the Contract shall be adjusted for inflation at the beginning of each year of the Contract and then shall not be further adjusted for inflation throughout each year. The prices for Demobilization and the Option to Train Owner-designated Personnel shall be adjusted for inflation to the date for which these activities are to begin, with no further adjustment thereafter. The O&M fixed prices shall be adjusted in accordance with the following procedures.

1. Labor Prices - All labor prices quoted on Forms OMP-LS and OMP-L1 through OMP-L7 of the Contractor's O&M Price Bid shall be adjusted according to an index which shall be defined as the ratio of the latest published Consumer Price Index (CPI) for Metropolitan Miami-Dade County, Florida that is available one month prior to the beginning of each year of the Contract to the prevailing rate as of the date of the Contractor's Bid.

2. Parts and Materials - All Classifications of Form OMP-MS of the Contractor's O&M Price Bid shall be adjusted according to the ratio of the following latest published indexes that are available one month prior to the beginning of each year of the Contract to that as of the date of the Contractor's Bid.

a. Classification Items 1, 2 and 3 shall be adjusted in accordance with an index which shall be a composite simple average of the Electrical Machinery and Equipment Index (WPI 117) and the Metal and Metal Products Index (PPI 10), as published by the U.S. Bureau of Labor Statistics.

b. Classification Items 4 through 8 shall be adjusted in accordance with the Consumer Price Index (CPI) for Metropolitan Miami-Dade County, Florida, as published by the U.S. Bureau of Labor Statistics.

Where an index has not yet been published, such as for a date in the future, the index shall be estimated by use of a linear regression analysis of the most recent five years of index values. In the event that one of the above indices ceases to be published, the Owner and the Contractor shall negotiate and agree on another index to be used in place of the discontinued index. Any such new index shall be comparable to the index which it replaces. Foreign (non-U.S.) indices and/or any corrections for trading of currency shall be prohibited.

The cumulative amount of Economic Price Adjustment for the above prices shall not exceed an average of six percent (6%) per year, beginning with the date of the O&M Bid to the point in time that the Adjustment is being made. In the event that such Economic Price Adjustment would exceed this six percent (6%) ceiling, the Owner and the Contractor shall enter into a negotiation to either revise the ceiling, or reduce the Scope of Work, or both, to account for the variance above the ceiling. This six percent (6%) ceiling shall be prorated monthly for any partial year.

4.2 MONTHLY PAYMENTS

The Contractor shall be paid monthly in accordance with the calculations and conditions specified in Appendix B to these General Requirements, except that any payments for work performed as provided under Section 7.0 below shall be paid in accordance with the procedures specified in Sections 7.3 and 7.5 below.

4.3 INVOICES

Commencing with the last day of the first calendar month after NTP, the Contractor shall submit to the Owner's Representative, within fifteen (15) working days of the last day of each calendar month, an invoice for the services performed under this Contract by the Contractor during that calendar month. The form of the invoice shall be as prescribed by the Owner's Representative. Partial releases from all suppliers and subcontractors shall be furnished with all but the first invoice. A monthly system Assurance Monitoring report must be included with the invoice. The report shall cover the same month as the invoice.

Within thirty (30) calendar days after the Owner's Representative certifies the correctness of each invoice, the Owner will pay to the Contractor by check, the amount so certified. Payments due and

~~unpaid under the Contract shall not bear interest~~. No certificate or payment shall, at any time, preclude the Owner from showing that such certificate or payment was incorrect, or from recovering any money paid in excess of that lawfully due hereunder.

The Owner may withhold from payments the following items from any invoice:

1. The cost of replacing defective parts or work paid to other parties.
2. An amount to cover claims filed by the Owner or other parties against the Contractor.
3. The cost of licenses, fees or permits the Contractor has failed to obtain and or pay for.
4. The cost to repair damages to first or third party work that the Contractor has failed to repair.
5. An amount for any violation of or failure to comply with these Contract provisions.

Execution of this Contract by the Contractor shall constitute a waiver by the Contractor to claim any right of payment of interest upon any such above retained funds.

It is the policy of Miami-Dade County that payment for all purchases by County agencies 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 shall be forty-five (45) days from receipt of a proper invoice; provided, however, that the time at which payment shall be due to Community Small Business Enterprises serving as the prime Contractor shall be thirty (30) days from receipt of a proper invoice. All payments due from the County, 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.

4.4 FINAL CONTRACT PAYMENT

Conditions regarding Final Payment are provided in OMGP Section 50. As the Final Payment, the payments for the last month of the Contract term, demobilization, optional training of Owner-designated personnel, if said option has been exercised by the Owner, and any other monies due the Contractor from the Owner shall be paid to the Contractor upon Contractor's satisfactory completion of the following:

1. The inventory of all APM System's equipment and property has been audited by the Owner's Representative to be correct.

2. The inventory of consumables, parts, and spare equipment are shown to be replenished to the level specified in Work Item 14.0 of Section 3.1.1.3 of the Special Provisions, Supply/Installation Contract and Section 14.5 of the Technical provisions, or to the level as amended by any Change Orders.

3. The inventory of furniture, fixtures, and maintenance tools and equipment provided under the Supply/Installation Contract is shown to be replenished and in serviceable condition.

4. All repairs, scheduled maintenance and scheduled overhauls due prior to the end of the Contract term or which are required to meet the specified level of maintenance and operational readiness have been completed.

5. The System Operations Plan, Maintenance Plan, O&M Management Plan, Operations Manuals, Maintenance Manuals, Rule Book and any other plans and manuals used in the operation and maintenance of the APM System have been updated as specified herein and the specified number of copies of these documents are supplied.

6. All Contract Operations and Maintenance records have been provided to the Owner's Representative and the automated Maintenance Management Information System (MMIS) is current.

7. All documentation of the APM System's design and configuration used for its operation and maintenance are provided to the Owner's Representative.

8. Deliver to Owner's Representative a certificate that all claims for labor arising under this Contract have been satisfied and that all bills for any materials, equipment, or services have been paid.

9. Furnish the Owner's Representative a complete release of all liens which might arise out of the Contract, for which the Contractor has been reimbursed by the Owner, or receipts in full in lieu thereof, and a certificate that such releases and receipts include all labor and materials for which a lien could be filed.

10. Agreement and Release of Any and All Claims, submitted on a form as shown in Appendix C hereto.

Said Final Payment shall not be the Owner's exclusive means to cover the costs of the aforesaid conditions. The Owner shall retain all rights and remedies provided by the Operation and Maintenance Performance Bond and as provided by these Operations and Maintenance General Requirements and law to cover deficiencies in the above.

5.0 CONTRACT MODIFICATIONS

The Owner may order in writing from time to time during either the Supply/Installation Contract or this Contract increases or decreases in the Contract level of service and/or performance, changes in guideway lengths, addition(s) or deletion(s) of stations or vehicles; in which event the Contractor shall comply with such order(s) and perform all operations and maintenance services in accordance with all the provisions of this Contract and the order(s) of the Owner. In the event of such Owner-directed changes in System operation and maintenance due to such increases, decreases, changes, additions or deletions, the O&M Annual Lump Sum Fixed Prices, Demobilization Price, or Price for the Option to Train Owner-Designated Personnel shall be adjusted in accordance with the following procedures. There shall be no adjustment in said Prices for such changes which may result from any Contractor-initiated changes in the System Design or as a result of Contractor's errors or omissions at the time of preparing and submitting its Bid.

1. The System Operations Plan shall first be revised as a result of the Owner-directed changes. The Maintenance Plan shall then be revised in accordance with the revised System Operations Plan. The O&M Management Plan shall then be revised in accordance with the revised System Operations Plan and the Maintenance Plan. All such revisions shall be made in accordance with that specified in Sections 6.5.1 through 6.5.3 of the Special Provisions, Supply/Installation Contract. These revised Plans shall be submitted to the Owner's Representative for its review and approval.

2. All adjustments in the specific O&M Annual Lump Sum Fixed Prices, Demobilization Price, or Price for the Option to Train Owner-Designated Personnel that may be attributable to the changes set forth in such Change Order Request shall be made in accordance with the differences in labor, materials and other work determined by a comparison of the Owner's Representative-approved revised Systems Operations Plan, Maintenance Plan and O&M Management Plan to that of

the previous approved unchanged Plans. The differences in labor, materials and other work shall be reflected as detailed changes to the Pricing Forms of ITB Appendix 10 submitted by the Contractor in its Bid, or as amended by a previous Change Order, to determine the price adjustments.

Upon Owner approval, a Change Order shall be processed by the Owner and delivered by the Owner to the Contractor for signature. Agreement on any Change Order shall constitute a final settlement on all items affected therein, including without limitation any adjustment in the Work and affected Prices, subject to performance thereof and payment therefor pursuant to the terms of this Contract and such Change Order.

6.0 SYSTEM AVAILABILITY

6.1 SYSTEM SERVICE AVAILABILITY

For any calendar month of the contract term the APM System shall achieve a System Service Availability of at least ninety-nine and one-half percent (99.5%), as specified and calculated in accordance with the provisions of Section 8.0 of the Technical Provisions, Supply/Installation Contract, which are made a part hereof. Service Availability shall be calculated to two decimal place accuracy. Payment Factors shall be applied to increase or decrease the Contractor's average monthly payments as provided in Appendix B to these General Requirements for exceeding or not meeting the required System Service Availability. Should the System Service Availability fall below 98.0% for a period of three (3) consecutive months, the Owner shall have the right to terminate the Contract for default.

6.2 DOWNTIME EVENT LIMITS

In addition to the System Service Availability requirements of OMGR Section 6.1 the APM System shall not exceed the following System Downtime limits during each calendar month:

Length of Downtime Event	Maximum Number of Downtime Events
Up to and including one minute	150
Greater than one minute and less than or equal to 10 minutes	30
Greater than 10 minutes and less than or equal to 20 minutes	2
Greater than 20 minutes and less than or equal to 45 minutes	1
Greater than 45 minutes	0

Also, no more than ten (10) System Downtime Events shall occur during any calendar day of operation.

6.3 CORRECTIVE ACTION

For any calendar month during the Contract that the minimum System Service Availability specified in Section 6.1 is not met, or performance records indicate it will not be met, or if System Downtime Events exceed the limits specified in Section 6.2, the Contractor shall, at its own expense, promptly undertake reviews and analyses, including a review of maintenance procedures, and shall propose a plan to the Owner's Representative within one month to correct the problem(s). The plan and corrective actions shall be subject to approval by the Owner's Representative. Corrections necessary to meet these requirements shall be made by the Contractor at no additional cost to the Owner. Immediately after Owner's Representative's approval of corrective action(s) the Contractor shall make the corrective action(s) to mitigate the cause. Corrective actions shall be documented in a Failure Analysis and Correction Report. A preliminary Failure Analysis and Correction Report shall be issued by the Contractor to the Owner's Representative when the corrective program is initiated and a final Failure Analysis and Correction Report shall be issued when the success of the corrective action can be substantiated.

In the Failure Analysis and Correction Report, equipment failures shall be classified as either relevant or non-relevant, as follows:

1. Relevant failures shall be any failure of part or component, or performance which causes the equipment item characteristics to deviate beyond the nominal ranges of the equipment specifications.

2. Non-relevant failures shall be any failure caused by a condition external to the equipment.

3. The Failure Analysis and Correction Report shall address the detailed diagnosis of each failure and shall identify corrective actions, failed components and failure mode. All failure analyses shall address the subjects of independent, dependent, intermittent multiple or pattern failures.

    a. Dependent failure: A failure caused by the failure of an associated item (dependent failures are not necessarily present when simultaneous failures occur).

    b. Independent failure: A failure which occurs without being caused by the failure of other parts of the equipment under test, test equipment, instrumentation, or the facility.

c. Intermittent failure: The momentary cessation of equipment operation.

d. Multiple failures: The simultaneous occurrence of two or more independent failures (when two or more failed parts are found during trouble shooting which cannot be shown to be interdependent, multiple failures are presumed to have occurred).

e. Pattern failures: The occurrence of two or more failures of the same part in identical or equivalent application which are caused by the same basic failure mechanism.

6.4 ALTERNATE SYSTEM SERVICE AVAILABILITY REPORT

If the Owner's Representative believes that the System Service Availability reports do not accurately measure what is occurring, the Owner may hire a third party to obtain the operating and failure data and prepare a System Service Availability report. The report prepared by the third party shall take precedence over the Contractor prepared report and shall be paid for by the Contractor if the report finds lower performance in terms of System Service Availability and downtime events than the Contractor's report.

7.0 REPAIR AND REPLACEMENT OF DAMAGED PARTS, COMPONENTS OR MATERIALS

7.1 REPAIRS AND REPLACEMENTS

The Contractor shall promptly repair or replace all damaged parts, components or materials, regardless of the cause of such damage, and provide the Owner's Representative with a written damage report. The Owner shall reimburse the Contractor for the cost of such repairs and replacements where the needs for the repairs or replacements were solely caused by parties other than the Contractor, except Subcontractors and parties under the Contractor's control. There shall be no separate reimbursement for repairs or replacements which are covered by the Supply/Installation Contract warranty, or as required to rectify Contractor's failure to meet any Supply/Installation Contract requirements which were not discovered during the Supply/Installation Contract, or for any of the maintenance services specified in Section 4.0 of Appendix A to these General Requirements.

7.2 REPLACEMENT OF MATERIALS

Where it is necessary for the Contractor to replace any materials, parts or components of the APM System during the Contract and the Owner is responsible for the extra costs thereof under Section 7.1 above, the Contractor shall immediately notify the Owner's Representative in writing of the condition and shortly thereafter submit to the Owner's Representative, for approval, a description

of and price for the work to include: the name(s) of the item(s), the identifying number(s) thereof, if any, the quantity(ies) needed, the name(s) of the proposed supplier(s) and the proposed purchase price(s) of, if supplied to the Contractor, and the price that the Contractor intends to bill the Owner for the work. Replacement of materials, parts or components shall not commence until the Owner's Representative's written approval is received unless the replacement, in the Contractor's opinion, is needed to keep the APM System in operation or is required to comply with any Owner, state or federal safety requirements. Should this be the case, the Contractor shall notify the Owner in writing at the earliest opportunity

7.3 COMPENSATION FOR REPAIR AND REPLACEMENT

In determining the cost of compensable repair and replacement work covered by Section 7.1 above, the cost of repairs or replacements that arise out of normal wear and tear and which would in any event require repair or replacement as part of the Contractor's maintenance and operations obligations specified in Appendix A shall be excluded. The Contractor's compensation for any extra work covered under Section 7.1 shall be determined on the basis of the following:

1. Labor. Labor shall be substantiated and paid at the fixed labor rates per hour for the labor classifications quoted on Forms OMP-L1 through OMP-L7 included in the Contractors O&M Bid, adjusted for inflation as specified in Section 4.1 above, with no additional compensation for labor burden, overhead and profit or any other markup. Where the applicable labor is not classified nor quoted on these forms it shall be compensated on the basis the actual net direct cost of Contractor's labor plus labor burden, overhead and profit as follows:

    a. Labor Burden shall be the Contractor's actual costs for workers compensation and liability insurance, payroll taxes, social security and employees fringe benefits (including employer paid health insurance) substantiated on the basis of payrolls and accounting data.

    b. Overhead and Profit shall be provided as a total of and shall not exceed fifteen percent (15%) of the actual net direct labor cost and labor burden.

2. Direct Material Supplies, Installed Equipment. Actual net direct cost of materials, supplies parts and components. In the case of genuine Contractor parts, an amount not to exceed the list price of such parts supplied to its most preferred customers.

3. Equipment. Actual net cost to the Contractor of owned and/or rented equipment to be determined as follows:

a. Owned equipment operating costs shall be determined using accepted local industry standards.

b. Rental equipment operating costs shall be determined using rates and/or invoices for equipment rental, fuel/maintenance, delivery, removal and other direct expenses provided the costs can be substantiated as representative of the prevailing rates for the Miami metropolitan area.

4. Subcontract Costs. Net cost of subcontractor work provided that the cost of subcontractor is determined in a manner which limits specific items of cost to those requirements identified in subparagraphs 1. to 3. above.

5. Profit.

a. Fifteen percent (15%) of the sum of Items 2 and 3 above.

b. Five percent (5%) of Item 4 above to cover Contractor's overhead and profit for work done by subcontractors or subcontractors.

However, the Owner's Representative shall have the authority to agree to a lump sum price on behalf of the Owner as compensation for compensable repair and replacement work in lieu of the method of determining such payment described above.

7.4 OWNER ACCESS TO RECORDS

The Owner and the Owner's Representative shall have access, at the Contractor's principal local place of business and during normal business hours, to all records and documents of the Contractor directly relating to labor and materials used in the performance of repair and replacement work for which the Contractor has been compensated or is to be compensated on any basis other than the lump sum annual prices specified in Section 4.0 above. Such records and documents shall include but not be limited to time tickets, payroll records and related reports provided to unions, vendor's invoices, canceled checks and published price lists of the Contractor relating to any amounts for which the Contractor has been compensated, or claims it should be compensated, by the Owner. If certain materials manufactured by the Contractor do not appear on a published price list, the Contractor may be required to display evidence that the charges to the Owner are comparable to those that are being given to other most preferred customers of the Contractor. For the purpose of this paragraph, the Contractor shall not be obligated to retain such records and documents for a period longer than three (3) years following the date of the Contractor's invoice to the Owner's Representative for such repair and replacement work.

7.5 PAYMENT PROCEDURES

Whenever any extra work is performed by the Contractor under this Section 7.0 and said work is to be compensated as specified in Section 7.3 above, except for any agreed upon lump sum amount, the Contractor shall, as a condition precedent to payment for such service, furnish to the Owner's Representative at the end of each day, a copy of the daily time slips showing (a) the name and number of each person employed thereon; and (b) a brief description of the nature of the work performed and a list of material used. Item (b) shall be supplemented by the Contractor at a later date with a statement indicating from whom materials were purchased and the amount paid therefor. Such daily time slips are for the purpose of enabling the Owner's Representative to determine the accuracy of the amounts claimed by the Contractor and whether or not the Contractor is entitled to additional compensation.

8.0 REPORTING OF ACCIDENTS AND INCIDENTS

The Contractor shall report in writing to the Owner's Representative all accidents, safety incidents and safety-related incidents within four (4) hours of the occurrence of said accidents and incidents whatsoever arising out of or in connection with the services hereunder which result in injuries or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or damages are caused the same shall be reported immediately by telephone to the Owner's Representative.

The report shall include a complete description of the accident or safety incident including an explanation of what occurred, the probable cause and the actions taken by all parties and proposed follow-on action to minimize reoccurrence of the accident or incident. The Contractor shall also make available its employees to be interviewed by investigators of the accident or incident and to testify in any legal proceedings.

OPERATIONS AND MAINTENANCE GENERAL REQUIREMENTS

APPENDIX A

SCOPE OF SERVICES

A.1 GENERAL

The Contractor shall (1) train and supervise the operations personnel in the operation of the Automated People Mover (APM) System and (2) provide, train, and supervise all maintenance personnel and provide all materials, equipment, and services required to accomplish the tasks specified herein, to assure that the entire APM System provides safe and reliable service for passengers.

The scope of services for this Operations and Maintenance Contract shall include the entire APM System, as follows:

1. The Contractor shall be responsible for the operation of the APM System, as described herein;

2. The Contractor shall be responsible for the maintenance of all Operating System equipment supplied by the Contractor under the Supply/Installation Contract;

3. The Contractor shall be responsible for the routine janitorial services and minor maintenance of the M&SF and other Fixed Facilities that are incidental to the operation and maintenance of the APM equipment therein; provided however that the Contractor shall have no responsibility for janitorial services in the APM stations other than cleaning the guideway sides of the station platform-edge walls and doors; and

4. The Owner will pay the costs of all utilities associated with the operation and maintenance of the Operating System and Fixed Facilities.

During the term of the O&M Contract, the Contractor shall assure the operation and maintenance of the APM System in conformance with the approved Final System Operations Plan, the System Operations Manuals, the Maintenance Plan, the Maintenance Manuals, the O&M Management Plan, and the System Assurance Monitoring Plan, all as provided by the Contractor under the Supply/Installation Contract, which shall be attached hereto and made a part of the Contract. The Contractor shall assign a qualified and experienced person as the Operations and Maintenance Director, who shall be directly employed by the Contractor, to be responsible for overseeing and

directing the operation and maintenance services. The Operations and Maintenance Director or his authorized representative shall be available on site at all times.

The Contractor shall directly operate and maintain the APM System with its own personnel. The Contractor is not required to provide security personnel. The Contractor shall perform the operation and maintenance duties set forth herein, including but not limited to Central Control operations; training, certifying/recertifying control operators, technicians and equipment; scheduling and running trains; initiating and supervising train movement; effecting the addition to or removal of trains from service; effecting train and passenger emergency procedures; supervising and effecting the removal of disabled vehicles from service; data collection, analysis, and reporting; conducting service availability monitoring; performing cleaning and preventive, corrective, and major maintenance on APM System components; and replacement of parts for the APM System.

A.2 OPERATIONS AND MAINTENANCE ADMINISTRATION AND MANAGEMENT

The Contractor shall provide all required personnel, supplies and materials necessary to perform, and shall perform the administration and management of the operations and maintenance of the APM System. Operations and maintenance administration and management includes, but is not limited to, operations and maintenance payroll, management payroll and benefits administration, personnel training, inventory control, and record keeping.

The Contractor shall utilize the Integrated Management System (IMS) specified by SP Section 6.5.3 and the Maintenance Management Information System (MMIS) specified by TP Section 14.7 provided under the Supply/Installation Contract. The IMS and MMIS shall address all human resource requirements, management and the control of purchasing and fixed assets and inventory control. The Contractor shall provide inventory control, including all activities required to maintain an adequate supply of materials, supplies, parts and equipment required to operate and maintain the APM System. Included are such functions as purchasing and disbursement, receiving, cataloging, storage and requisition control. The Contractor shall maintain up-to-date inventory records which include material, supply, part and equipment listings, required quantities and reorder points. The Contractor shall also utilize the Maintenance Management Information System (MMIS) to maintain up-to-date records of all maintenance and to manage the maintenance of the APM System. The Owner's Representative shall be provided read-only access to the MMIS during the term of Operations and Maintenance Contract, including installation of hardware and software and training of Owner personnel on the MMIS.

A.2.1 OPERATIONS AND MAINTENANCE MANAGEMENT

Operations and maintenance management comprises all of the functions required to manage the operations and maintenance activities efficiently, including, but not limited to:

- o Supervision and clerical support
- o Preparing and updating records
- o Personnel administration
- o Operations and maintenance scheduling
- o Training
- o Safety

A.2.2 TRAINING OF CONTRACTOR'S PERSONNEL

The Contractor shall employ and train all personnel required for the performance of the Operations and Maintenance Contract. In addition to the training of the initial personnel staff, the Contractor shall train replacement personnel as needed to meet staffing requirements.

The Contractor shall also place in effect a testing program whereby personnel within a specific job classification or with specific duties are tested initially and periodically retested for proficiency within that job classification or for those duties. With concurrence by the Owner's Representative, certain job classifications may be exempted from such testing or retesting.

A.2.3 OPTION TO TRAIN OWNER-DESIGNATED PERSONNEL

The Owner shall have an option for the Contractor to train the numbers of Owner-designated personnel at the prices provided in the Contractor's Bid. At such time that the Owner may exercise said option, which shall be at least ninety (90) calendar days prior to the end of the Operations and Maintenance Contract term or any notification to terminate Operations and Maintenance Contract, the Contractor shall provide training for Owner-designated personnel to operate and maintain the APM System. Staff numbers and positions, hiring procedures, and training procedures will be in accordance with the Contractor's Staffing Plan included in the System Operation Plan, as modified by mutual agreement during the period of this Contract. The Contractor shall provide all instructors, literature, training aids, and equipment necessary to train personnel. All literature, training aids and equipment necessary to train personnel shall be turned over to the Owner's Representative at the termination of this Contract. The Contractor shall provide sufficient classroom and on-the-job training for operations and maintenance (including inventory control) personnel to ensure their competence in the operation and maintenance of the APM System. Training on the actual system equipment and/or the spare equipment will be permitted; however, such use shall not interfere with operations of the APM System. The training shall provide at least sixty (60) calendar days of on-the-job training for all Owner operations and maintenance personnel. Owner personnel will be required to pass the testing program appropriate to their positions and other Owner-designated training prior to assuming those positions on a full time basis. The Contractor shall administer such tests and retrain personnel as needed. If any Owner personnel fail to obtain the required level of expertise, the Contractor shall provide additional training or train an alternate person. The training shall be scheduled and carried out to assure the Owner that within ninety (90) calendar days of the start of

training there will be a sufficient quantity of Owner personnel trained so that the system can be operated and maintained completely without the Contractor's personnel.

A.2.4 INVENTORY CONTROL

The Contractor shall provide all aspects of inventory control, and all activities required to maintain an adequate supply of materials, supplies, and equipment to operate and maintain the APM System, including such functions as purchasing and disbursement, expediting, receiving, cataloging, storage, and requisition control. The Contractor shall maintain computerized inventory records which include equipment, parts, and consumables listings, sources, prices, required quantities, and reorder points. The system shall also provide a means to track orders and shipments prior to receipt. This system shall be utilized in the optional training of Section A.2.3 above and turned over to the Owner's Representative immediately upon termination of this Contract. The Contractor shall also develop and successfully implement programs to minimize waste, theft, breakage, and misuse of APM equipment, parts, and consumables.

A.2.5 MANAGEMENT REPORTS AND RECORDS

During the term of Operations and Maintenance Contract, Monthly Management Reports recording the performance of the APM System shall be prepared by the Contractor and submitted to the Owner's Representative. In addition, the Contractor shall keep detailed operations and maintenance records and inventory data to permit the Owner's Representative to ascertain the Contractor's compliance with the requirements of Operations and Maintenance Contract and shall furnish copies of such documents upon request. All such reports and records shall be in accordance with the approved Operations and Maintenance Plans and Manuals provided during the Supply/Installation Contract, or as otherwise reasonably required by the Owner's Representative. The operations and maintenance records shall include a daily summary of all interruptions to normal service explaining the duration and cause of such interruptions. The procedures and forms for such record keeping shall be approved by the Owner's Representative. All records and data, and management information systems used to develop and maintain them, shall be the property of the Owner. All such documents shall be dated and signed by appropriate Contractor personnel. All Correspondence under this Contract shall be serialized in accordance with the Owner's Representative's instructions.

The monthly management reports shall be submitted to the Owner's Representative with the monthly invoice. At a minimum, the monthly reports shall include the following:

1. A summary of that month's activity, highlighting any special events and incidents and accidents;

2. A summary of performance achieved;

3. Operating statistics, including but not limited to:

a. Schedule of services - headways, capacities and train sizes;
b. Estimate of patronage carried; and
c. Train-miles and vehicle-miles operated.

4. A System Assurance Monitoring Report

5. A Configuration Management and Control Report

6. Other information as may be required

A.2.6 CONTRACTOR PERFORMANCE

The Contractor shall perform all its obligations and functions under this Contract in accordance with the requirements and standards contained in this Contract in a professional and businesslike manner. The Contractor shall use its best efforts to coordinate its activities with the various users of the Airport and to perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of any tenants or occupants of the premises, or be offensive to others at the Airport.

The Contractor shall employ at the site an experienced O&M Director, authorized to represent and act for the Contractor in matters pertaining to its operations and activities at the Airport and shall keep the Owner's Representative informed in writing of the identity of such Director. The O&M Director shall be in charge of and have overall responsibility for the Work to be performed by the Contractor under this Contract and such Director shall devote his time exclusively to his responsibilities in connection with this Work. The Owner shall have the right in its sole discretion to approve or reject any Director selected by the Contractor, and the Owner's approval shall be required prior to employment of any Director for this Contract. The Contractor's Director shall be available for periodic tours or inspections of the premises to be made with the Owner's Representative.

The appearance of the Contractor's employees shall be clean and neat and their conduct courteous and consistent with the highest standards. In the event that the Owner's Representative disapproves of any employee of the Contractor (other than the Director, who must be approved by the Owner) for any reasonable cause, the Contractor shall remove such employee after receipt of written notice of such disapproval.

The Contractor shall furnish each Contractor's employee with appropriate uniforms and personal protective equipment. The Contractor shall require each Contractor's employee to wear appropriate uniforms approved by the Owner's Representative, which shall be worn by said employees at all times while on duty. The uniform shall include shirt, pants, belt, safety shoes, and appropriate seasonal wear. The uniforms shall have clearly displayed proper identification thereon of the name

of the Contractor. Any logo to be used on the uniform shall be submitted to the Owner's Representative for the Owner's approval.

The Contractor shall comply with the Owner's Representative's and FAA's security requirements. All on-site personnel of Contractor who perform services herein shall be subject to a ten-year employment background check. Contractor shall be responsible for providing such background checks as directed by the Director and shall be responsible for the costs thereof. Further, the Contractor shall be responsible for any special clearances that may be required by the Federal Aviation Administration and shall conform to all Owner security directives.

1. Airport Security badges shall be obtained by the Contractor for its on-site personnel. On-site personnel must wear an identification badge at all times while on the Airport. The cost of such badges shall be the responsibility of the Contractor, including replacements thereof.

2. The Contractor acknowledges that fines or penalties may be assessed by the Federal Aviation Administration as a result of the Contractor's non-compliance with the provisions of 14 CFR § 107 (1988), entitled "Airport Security" as may be amended from time to time. Any fines or penalties assessed against the Owner which are attributable to Contractor's or its subcontractors' non-compliance with 14 CFR § 107 shall promptly be reimbursed to the Owner by the Contractor. The Contractor shall have the right to participate with the Owner in negotiations with the Federal Aviation Administration to reduce or eliminate fines or penalties for which it must make reimbursement to the Owner under this Section.

The Contractor shall instruct its personnel that no gratuities shall be solicited or accepted for any reason whatsoever from the passengers, tenants, customers or other persons using the APM System. The Contractor shall be responsible for insuring that all articles found by its employees are turned in to the Owner's Representative or its agent in charge of such articles.

The Contractor shall not do or keep anything at the Site which will in any way conflict with any law, ordinance, rule or regulation which may now or hereafter be enacted or promulgated by any governing public authority or create a safety hazard at the Airport; or create a nuisance; or in any way obstruct or interfere with the rights of other users of the Airport, except as reasonably required in the performance of its obligations and functions hereunder; or commit or allow to be committed any waste upon the site or use or allow the Site to be used for any unlawful or objectionable purposes; or place any loads upon the floor, walls or ceiling which endanger the structure; or obstruct the sidewalk or passageways or stairways in front of, within, or adjacent to the Site, except as reasonably required in the performance of its obligations and functions hereunder. Any violation of the provisions in this paragraph will be deemed by the Owner to be a default under this Contract and shall entitle the Owner to all remedies created herein or provided by law.

The Contractor shall develop, implement and maintain an on-going safety program, including the records thereof.

The Contractor shall keep all of the Owner's tools and equipment utilized in the performance of this Contract inventoried, in good and safe condition, and in working order.

Pursuant to the requirements imposed by Owner and the FAA, the Contractor hereby consents to reasonable searches and/or inspections of its employees, its employees handbags, and its employees lockers. The Contractor hereby warrants to Owner that it will require its employees consent to the above searches, as part of the employment contract.

The Contractor shall require a medical examination by a qualified physician, medical center, or hospital, of all employees and obtain written certification that each employee is physically capable of performing the work and that he or she demonstrates no evidence of any communicable disease. Should any history of the aforementioned item be in evidence, then approval by the Owner or the Owner's Representative must be obtained prior to employing the individual.

The Contractor shall require all prospective employees to show proof of citizenship or proof from the United States Immigration Authority that they have entry permits, work permits, and are legal aliens.

All transportation activities of the Contractor or its subcontractors necessary to perform under this contract shall be provided by the Contractor. The Owner shall have no obligation to provided Contractor or its subcontractors with vehicles. All of the Contractor's vehicles, including those owned by its employees and subcontractors, shall be clearly marked with identification indicating Contractor's name. Such identification must be placed on both sides of each vehicle and may be removable (e.g. magnetic). The Owner will provide an appropriate number of vehicle parking spaces for the Contractor's use. All vehicles shall be registered with the Owner's Representative.

A.2.7 OBLIGATIONS OF THE OWNER

The Owner will provide job related office space, work shop space and storage space for parts, supplies, tools and equipment at no cost to the Contractor. The space the Owner will provide will be the APM System's Maintenance and Storage Facility.

The Owner's Representative will make a reasonable effort to coordinate the actions and activities of the airline carriers and others who utilize the Airport in order to minimize, to the extent practical, interferences with performance by the Contractor.

The Owner's Representative will provide employee parking permits and job related vehicle parking permits at no cost to the Contractor or its employees.

The Owner shall provide the interbuilding utility infrastructure.

The Owner will pay the costs of utilities (electric, water, sewage and gas) used in the operations and maintenance of the APM System. The Owner shall maintain the interbuilding utility infrastructure.

The Owner's Representative will provide for pick-up of solid waste, generated in the operation and maintenance of the APM System, from a common pick-up point.

A.2.8 SYSTEM DESIGN AND CONFIGURATION

The Contractor shall maintain the APM System in the same design and configuration as it was accepted for the Supply/Installation Contract, including any Owner's Representative-approved changes resulting from the Warranty. Any change to the System Design and Configuration shall require submission of the requested change, including design review data and drawings, to the Owner's Representative for its review and approval. No changes shall be made by the Contractor without the prior written approval of the Owner's Representative.

A.2.9 DRAWINGS AND DOCUMENTS

Throughout the Supply/Installation Contract period the Contractor shall continuously update all As-built Documents, Operations Plan and Manuals, Maintenance Plan and Manuals, O&M Management Plan and the Rule Book as any changes or improvements are implemented, including updating of the copies maintained by the Owner's Representative. The Contractor shall maintain a complete set of the Project Record Documents, As-Built Documents and Software Documents on file at the APM System's Administrative Office.

A.2.10 PROVISIONS FOR TESTING AND ACCEPTANCE OF UPGRADES AND EXPANSION WORK

This section provides requirements and procedures related to (1) testing and acceptance of equipment upgrades to the APM System equipment that are introduced by the Contractor during the Operations and Maintenance Contract; and (2) accommodation by the Contractor of work (by the Contractor and/or others) related to the expansion of the Phase 1 System to the Phase 2 System.

A.2.10.1 Testing and Acceptance of Upgrades

Similar to the test procedures prepared in compliance during the Supply/Installation Contract, Special Provisions Section 8.0, the Contractor shall prepare the Acceptance Test Procedures and submit them to the Owner's Representative for review and approval before conducting the test.

1. Acceptance Tests - New system modifications and upgrades (e.g. components/equipment, software, etc.) will be subjected to minimum individual

thirty (30) consecutive day Acceptance Test(s) to verify successful startup and proper performance and functionality in an operational environment. The following items are necessary parts of an Acceptance Test:

a. After startup, the Contractor shall operate the new equipment for thirty (30) consecutive days as the initial step in the Acceptance Test(s).

b. Test procedures, performed by the Contractor, shall determine whether the equipment is fully operational and performing in accordance with the product representations contained in the Technical Statement (previously accepted) and description and those made by the manufacturers of the equipment. The Owner's Representative, at the Owner's sole option and expense, may perform additional acceptance testing to verify that the equipment is installed correctly and functioning in accordance with the terms of the Contract. In the event that the Owner's Representative conducts tests on behalf of the Owner, the Contractor will be given advance written notification and will be afforded the opportunity to witness and observe the Owner's Representative's tests. Not withstanding any Owner's Representative test(s), the Owner will be entitled to rely on results obtained and recommendations made by the Contractor regarding the operation and performance of new equipment. Testing by the Owner's Representative shall not relieve the Contractor of its obligations to test and determine that the equipment is properly installed, adjusted and functioning. Neither observations by the Owner's Representative nor inspections, tests or approvals by others shall relieve the Contractor from it obligations to perform in accordance with this Contract.

c. During the thirty (30) consecutive day Acceptance Test period, the Contractor shall notify the Owner's Representative in writing within 24 hours (or sooner if other procedures require) of the occurrence of any downtime. Equipment downtime will be computed according to the following guidelines:

   1. Downtime will accumulate during any period when the component/equipment is not able to perform its scheduled function, as specified, due to a failure of hardware or software.

   2. Downtime (for this particular upgrade or component) will not accumulate if a failure occurs due to Force Majeure, or failure of other equipment associated with the APM System which may prevent equipment or components from functioning.

d. If no more than the cumulative total of hours (agreed to by the Owner's Representative and the Contractor prior to the test) of system downtime or component downtime occurs within the test period and no other unacceptable features are identified, the new equipment will be deemed to have passed the Acceptance Test.

e. If more than the agreed amount of system or component downtime occurs at any point during the thirty (30) consecutive day Acceptance Test, the

Owner's Representative may, at its sole option, require the Contractor to conduct a new thirty (30) consecutive day Acceptance Test.

f. If more than the agreed maximum amount of system or component/equipment downtime occurs during the thirty (30) consecutive day acceptance period, the Owner's Representative may elect to either:

1. Direct the Contractor to begin a new thirty (30) consecutive day Acceptance Test within seven (7) calendar days; or

2. Notify the Contractor that the specific modification or upgrade is not acceptable. The Contractor shall remove the failed new component, equipment or software. Title to failed item(s) will be transferred to the Contractor and the Owner will not be responsible for the condition of, or any loss or damage to, the said item(s).

3. Waive defect(s) and accept the item, if demonstrated operation of the equipment is such that reliable and efficient operation and performance of the APM System and the Warranty shall not be compromised. The Contractor shall bear all direct costs attributable to the Owner's Representative's evaluation of and determination to waive any defect to accept equipment (such costs to be approved by the Owner's Representative as to reasonableness and to include, but not limited to, fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs, the Owner shall be entitled to an appropriate negotiated DECREASE in the Contract Price. If the acceptance occurs after such recommendations, a written Change Order will be issued and an appropriate amount, will be paid by the Contractor to the Owner.

2. Costs - The Contractor shall be responsible for all costs associated with the Acceptance Test(s) including the costs for any required independent tests or certifications (except as noted in paragraph 1.b, above).

3. Notice of Acceptance - If the new equipment, component or software passes the Acceptance Test, the Owner's Representative will provide written notice of acceptance within five working days following the completed thirty (30) consecutive day Acceptance Test period and the receipt of an approved test report and revision to the Detailed Hazard Analysis.

4. Title; Risk of Loss - The Contractor shall confirm that title to any new upgrade(s) or modification component(s) of the APM System will vest in the Owner upon its installation and acceptance by the Owner's Representative.

5. Payment for System Upgrade Options - The payment for system upgrade options and other work will be made on an incremental completion basis for work completed and accepted as of the date of application for payment. A list of Contract Deliverables together with a Schedule of Values which will be mutually developed by the Contractor and the Owner's Representative and approved by the Owner's

Representative will serve as the basis for progress payments. Payment will only be made for upgrade options and other upgrades and options shall be contingent upon the Owner's Representative's receipt of applicable revised "as-built" drawings, O&M manuals, technical data, and warranty documents.

A.2.10.2 Accommodation of Expansion Work

During the term of the Operations and Maintenance Contract, the Owner reserves the right to require the Contractor to accommodate work related to the extension of the APM System. The Contractor shall at all times cooperate with such expansion activities, and afford the expansion contractor(s) every opportunity to perform their work in the most efficient manner, consistent with the Owner's Representative's instructions and the operational requirements of the APM System.

If the expansion activities require a cessation or modification of the APM System operations, such interruption of service will be classified as an "Exclusion" of time, pursuant to TP Section 8.2.D, and the Contractor will not be penalized therefor in the calculation of System Availability.

In the event that the expansion work requires a major reduction in the APM Service, to the extent that the Contractor is able to avoid labor and material costs planned as part of the Operation and Maintenance services under this Contract, the Owner reserves the right to require a reduction in the Contractor's monthly payments for the Operations and Maintenance Work. Such a reduction will be formalized through negotiation of a fair and equitable amount, and the issuance of a Contract Modification pursuant to Section 5.0 of the General Requirements of this Contract.

A.2.11 SAFETY

A.2.11.1 Safety Program

Consistent with Supply/Installation Contract Special Provisions Section 6.4.1, the Contractor shall develop, implement and maintain an on-going safety program. The Contractor shall thoroughly acquaint all personnel with the proper use of safety features and equipment associated with the APM System. Safety warnings shall be posted on equipment as necessary to ensure safe operations.

1. The Contractor shall operate the APM System and related equipment in safe condition; equipment shall never be installed, tested, or operated in an unsafe condition.

2. The Contractor's responsibility for safety, in addition to maintenance work, shall include general safety and system observation from an "installed" perspective. Any unsafe condition shall be brought immediately to the attention of the Owner's Representative.

3. The Contractor shall be responsible for the proper operation and maintenance of all safety and fire protection equipment the Contractor installed in the Supply/Installation Contract and associated with the APM System. All personnel shall be thoroughly familiar with the identification and operation of available fire fighting equipment.

4. The Contractor shall not require any person employed in the performance of this Contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to their health or safety, or contrary to any provision of the Occupational Safety and Health Act (OSHA) OF 1970 (Public Law 91-596), as amended.

5. The Contractor shall be completely familiar with, and shall enforce all Miami-Dade County, State of Florida and Federal OSHA regulations and requirements as applicable for services performed under this Contract, including but not limited to the following:

   a. Contractor personnel shall wear applicable personal protection equipment at all times.

   b. Contractor personnel operating equipment and/or handling materials shall be fully trained in the safe operation of the equipment or materials.

   c. Contractor personnel shall follow and apply safety practices prevailing in their applicable industry.

A.2.11.2 Emergency Procedures Plan

The Contractor shall employ the emergency procedures included in the System Operations Plan, the Operating Manuals and Rule Book submitted and approved during the Supply/Installation Contract.

A.2.11.3 Hazardous Chemical Records

The Contractor shall provide a Material Safety Data Sheet (MSD) for each hazardous chemical or material used in the performance of the work, or stored on the Airport, as required by applicable laws.

A.3 OPERATIONS REQUIREMENTS

The Contractor shall provide all supervision, materials, and services required to operate the APM System as specified herein.

A.3.1 GENERAL

The Contractor shall train and supervise all personnel required to operate the APM System during the term of Operations and Maintenance Contract. The Contractor shall operate the APM System in accordance with the approved System Operations Plan and System Operations Manuals provided during the Supply/Installation Contract. Updates to these documents shall be provided by the Contractor in accordance with the procedures developed in the Supply/Installation Contract on an as-needed basis at no additional cost to the Owner's Representative and, when approved by the Owner's Representative, shall become the basis for APM System operations.

Normal hours of operation and the level of service for the APM System will be as set forth in the System Operation Plan. On occasion, special events may necessitate extending or reducing System operation beyond the normal operating hours or altering the mode of operation.

The Contractor shall be responsible to conduct and carry out any and all passenger evacuations and respond to any emergencies.

The Contractor shall program the operation of vehicles to distribute the accumulated hours of operation evenly among the vehicles, except that one train shall be operated at least 20% more miles than the rest of the fleet to determine possible failures and plan preventive maintenance or redesign for the remainder of the fleet.

All policy decisions regarding the System's operation and interface with the public shall rest with the Owner as provided in Section 1.0 of the General Requirements for Operations and Maintenance Contract.

A.3.2 SYSTEM ASSURANCE MONITORING

During the term of Operations and Maintenance Contract, the Contractor shall conduct the program of operational data collection and analysis as contained in the System Assurance Monitoring Plan provided by the Contractor under the Supply/Installation Contract. These data are to prove the actual performance of the APM System in passenger service and to verify System Service Availability requirements specified in Section 6.0 of the General Requirements are met. The Contractor shall submit to the Owner's Representative monthly System Assurance Monitoring Reports that include these data for review, commencing at the end of the first month of Operations and Maintenance Contract.

If, as a result of the System Assurance Monitoring, the Contractor determines that modification, or redesign and/or replacement of any APM System components are necessary or desirable, the proposed method of accomplishing such modification, redesign and/or replacement shall be submitted to the Owner's Representative for review and approval prior to initiating such work.

The costs for such modifications, redesigns and/or replacements required to meet the requirements specified for the Supply/Installation Contract, which otherwise are not being met, or where such work is covered by the Contractor's warranty shall be performed at no cost to the Owner. Otherwise, the work shall be performed at a mutually agreed upon price between the Owner's Representative and the Contractor. Under no circumstances shall the Contractor withdraw the APM System from passenger service for such purposes without prior written authorization from the Owner's Representative.

A.3.3 SPECIAL SERVICES

The Contractor shall provide special services in the operation of the APM System upon the request of the Owner's Representative as follows:

1. Adjust operating schedules for special events. For such requests the Owner's Representative will endeavor to give the Contractor at least seven (7) calendar days advance notice.

2. Accommodate special tours of the APM System.

3. Conduct demonstrations of certain features of the APM System at the Central Control Facility and/or the Maintenance and Storage Facilities.

4. Conduct emergency management exercises, which involves the APM System and/or the Airport's facilities.

The extent of the above special services during any one year of operation shall not exceed the scheduled annual operating characteristics by more than the following, except by mutual agreement or by a Modification of the Contract as specified in Section 5.0 of the General Requirements for Operations and Maintenance Contract:

1. A one (1) percent increase in scheduled annual APM Operating Hours;

2. A one (1) percent increase in scheduled annual vehicle-miles operated; and

3. A one (1) percent increase in scheduled annual vehicle-hours operated.

A.3.4 OPERATIONAL READINESS TESTING

During the term of the Operations and Maintenance Contract, the Contractor shall conduct operational readiness testing as specified herein.

A.3.4.1 Objective of Readiness Testing

Successful long-term operation of the APM System will require diligent effort by Owner, Owner's Representative and Contractor personnel to assure that a high level of operational readiness is maintained. During the Phase 1 Supply/Installation Contract, failure management design features and operational procedures were developed for dealing with unplanned equipment and system outages and procedures were finalized for the Operations Plan. During the System Demonstration, these system features and operational procedures were demonstrated as a condition of Final Acceptance. It is imperative that steps be taken to assure that the equipment and procedural skills developed for failure management not be allowed to diminish. Thus, the objective of these readiness testing requirements is to assure that a high level of readiness testing is maintained throughout the Operations and Maintenance Contract period. NFPA 130, Standard for Fixed Guideway Transit Systems, 1997 Edition, Chapter 7, Emergency Procedures shall be used as a guide for these requirements.

A.3.4.2 Frequency of Readiness Testing

Except for the semi-annual systemwide drill (see Section A.6) all of the readiness tests described in Sections A.3.4.3, A.3.4.4 and A.3.4.5 shall be performed every three months, throughout the entire term of the Operations and Maintenance Contract, including any extensions.

A.3.4.3 Testing of Operations Personnel

Central Control Operators and other Operations Personnel shall be given operational readiness tests every three months to verify their knowledge of the proper failure management responses. For the Central Control Operators, these readiness tests shall be conducted on a System Simulator, independent of the Central Control Console. As part of these tests, it shall be possible for the Contractor and/or Owner to create test situations, to which the person being tested must respond. The results of each test shall be quantified, and a test score recorded. All Central Control Operator's test scores shall be provided to the Owner's Representative for evaluation, and entered in the

individual's permanent employment file. Where tests indicate a lack of proficiency on the part of the person tested, that person shall be provided with additional training and instruction. If, in the Owner's Representative's opinion, subsequent testing does not indicate improvement, the employee shall be removed from the position of Central Control Operator.

For other Operations Personnel who do not operate Central Control, the tests shall take the form of interviews/tests, in which the employee's knowledge of proper operational procedures including recovery and troubleshooting activities is determined in a real-time, interactive situation.

A.3.4.4 Testing of Maintenance Personnel

All Maintenance Personnel whose duties involve responding to failure situations affecting passenger service shall be given operational readiness tests every three months to verify their knowledge of the proper failure management responses. These tests shall take the form of interviews/tests, in which the employee's knowledge of proper operational procedures is determined in a real-time, interactive situation. However, as part of this testing, the Contractor and/or Owner shall also create test situations to which the person being tested must respond. These tests shall include all aspects of failure response, including communications, physical response to different locations throughout the system, proper diagnosis/response procedures, and proper deployment of equipment.

The results of each test shall be quantified, and a test score recorded. All Maintenance Personnel test scores shall be provided to the Owner's Representative for evaluation, and entered in the individual's permanent employment file. Where tests indicate a lack of proficiency on the part of the person tested, that person shall, at the direction of the Owner, be provided with additional training and instruction. If, in the Owner's Representative's opinion, subsequent testing does not indicate improvement, the employee shall be removed from his/her position in the maintenance organization.

A.3.4.5 Testing of Failure Operating Modes

Tests shall be conducted bi-monthly to verify the proper operation of all of the Failure Operating Modes described in the Operations Plan. To avoid undue impacts on airport passengers, these failure modes shall be tested during off-peak hours. The results of all such failure mode tests shall be recorded in a test report, and submitted to the Owner's Representative for review.

A.3.4.6 Systemwide Readiness Drill

At least twice per year, a systemwide readiness drill shall be conducted. This drill shall be jointly planned in advance by a Drill Committee composed of Owner Representative and at least two Contractor representatives one of which shall lead the Committee and organize the drill. The objective of the readiness drill shall be to simulate a significant outage of the APM which, if it were to occur in the real world, would necessitate response by not only the Contractor's APM personnel, but also the Owner's operations, maintenance, security and life safety personnel. Plans for the readiness drill shall include minimizing impacts on airport and APM system passengers.

During the drill, all responses by Contractor and any Owner-personnel shall be as realistic as possible, given drill conditions. Insofar as possible, all airport-wide communications and physical response plans for dealing with an outage of the APM shall be tested. If provided, backup transportation modes shall be activated.

As part of the readiness drill, drill observers provided by the Contractor shall be stationed to monitor and evaluate the responses of the various drill participants. The observations and conclusions of these observers shall be written down, and presented for evaluation by the Drill Committee. The Drill Committee shall be responsible for preparing a Drill Report, which shall present the results of the drill, identify any areas of deficiency, and recommend any new/revised training and testing procedures for the ensuing year to rectify noted areas of inadequate response.

A.4 MAINTENANCE REQUIREMENTS

The Contractor shall provide all supervision, labor, materials, supplies, parts, and components necessary to maintain the APM System as specified herein on a continuous basis throughout the term of Operations and Maintenance Contract.

A.4.1 GENERAL

All maintenance services, including any required overhauls and rehabilitation on the APM System shall be performed by the Contractor in accordance with the approved Final Maintenance Plan and Final Maintenance Manuals (with updates) provided to the Owner's Representative under the Supply/Installation Contract. The maintenance services under this Contract shall include but not be limited to furnishing all labor, tools, equipment, parts and materials necessary to accomplish the inspection, cleaning, adjustment, preventative maintenance, lubrication, repair, testing, replacement of parts and equipment, supplying the spare parts and equipment, consumables, and expendables, and repair of spare equipment for the APM System.

The equipment and other items to be maintained by the Contractor shall include but not be limited to, all equipment, materials, fixed facilities and other appurtenances supplied by the Contractor as well as all fixed facilities and equipment provided by other parties during the Supply/Installation Contract which make up the entire APM System.

APM System maintenance shall be scheduled by the Contractor in such a way that the interference with, or effect upon, the operation of the APM System is minimized. To minimize operational impact, maintenance of certain equipment and fixed facilities may necessarily have to be carried out at night or in off-peak periods. Maintenance practices or procedures which may compromise or degrade APM System operations, in the sole opinion of the Owner's Representative, shall be approved by the Owner's Representative in advance of their initiation.

Whenever APM System vehicles stall, restoration of service to the service mode scheduled for that time shall be given priority by the Contractor. Restoration of service and/or recovery of stalled vehicles shall be accomplished in accordance with the approved Final Emergency Procedures, Operations Plan, Operations Manuals and related documents provided to the Owner's Representative under the Supply/Installation Contract.

Movements of vehicles under manual control shall be accomplished only by qualified Contractor personnel who are licensed/certified to operate the vehicles, and only under the rules and procedures specified in the manuals and the Rule Book.

A.4.2 MAINTENANCE DUTIES

The Contractor shall maintain the APM System, associated fixed facilities and all of its subsystems as specified in the approved Final Maintenance Plan and Final Maintenance Manuals provided by the Contractor under the Supply/Installation Contract. Updates to these Plans and Manuals shall be provided by the Contractor in accordance with procedures developed in the Supply/Installation Contract, on an as-needed basis, at no additional cost to the Owner and when approved by the Owner's Representative, shall become the basis for System, fixed facilities and subsystem maintenance.

At the termination of Operations and Maintenance Contract, the Contractor shall deliver to the Owner's Representative all manuals, drawings, computer programs, procedures, records, tools, equipment and testing devices which the Contractor has used to maintain the APM System.

A.4.2.1 Subsystem Maintenance

For each of the APM subsystems, the following types of maintenance shall be performed.

1. Routine Maintenance - Activities required to provide a clean and aesthetically pleasing APM System for public use, as well as routine inspections and tests designed to identify any unusual or abnormal equipment conditions. Routine maintenance activities shall be as included in the Final Maintenance Plan.

2. Scheduled Maintenance - Activities required to keep the APM System operating at prescribed levels of safety and reliability which are performed on a recurring basis at specified intervals. Scheduled maintenance activities shall be as included in the Final Maintenance Plan.

3. Non-Scheduled Maintenance - Any corrective measure or repair necessitated by an inspection, a failure, or unusual circumstances adversely affecting the normal APM System operations. Non-scheduled maintenance may be required as a result of unsatisfactorily conditions discovered during an inspection or because of an operational failure. Non-scheduled maintenance activities shall be performed on a priority basis as necessary to meet required System Service Availability.

4. Ordinary Wear/Tear - Any corrective measure or repair that may be required because of ordinary wear and tear, including but not limited to, painting, re-upholstering, and re-flooring.

5. Other Maintenance - Maintaining updated maintenance manuals, maintenance testing as required and maintenance of tools, equipment and furniture.

System equipment, fixed facilities and subsystems to be maintained shall include, but not be limited to:

1. Vehicles and all on-board equipment - The Contractor shall clean, inspect, service and maintain the entire APM System's fleet of vehicles, and all maintenance of any special service and maintenance vehicles provided under the Supply/Installation Contract, including, but not limited to: wheels, vehicle frame, structural members,

vehicle body, seats, windows, panels, doors, suspension equipment, propulsion and braking equipment, vehicle control equipment, accessory equipment, door mechanisms, graphics, and air conditioning equipment.

2. Power distribution equipment - The Contractor shall clean, inspect, service and maintain all power distribution equipment, fixed facilities and associated systems. This shall include but not be limited to: substation facilities, primary and secondary switchgear, metering equipment, power circuit breakers, power transformers, power rails, grounding, wayside equipment, lightning and surge protection equipment, the alignment and adjustment of the power distribution rails on the guideway, housekeeping power, fire detection and suppression systems, air conditioning, communications and security. The same tests used during System Acceptance for the Supply/Installation Contract to prove compliance with the corrosion protection requirements (i.e., measurement for stray currents) and voltage of the ground rail with respect to earth ground per Sections 9.8, 10.1.5 and 15.0 of the Technical Provisions, Supply/Installation Contract, shall be conducted routinely and any departures from specifications corrected immediately.

3. Command, Control, and Communications equipment - The Contractor shall clean, inspect, service and maintain the Central Control equipment, facility, and associated systems. This shall include but not be limited to: all Automatic Train Control (ATC) equipment, communications equipment, displays, data processing equipment, housekeeping power, fire detection and suppression systems, air conditioning, communications and security. Routine tests shall be conducted on any equipment where safety margins used for design of the Automatic Train Protection system (ATP) may vary with use and/or time, such as brake response and performance, stopping distances, interlocks, detection device, and vehicle-door sensitive edges. All other systems shall be routinely tested in accordance with the manufacturer's recommendation and applicable codes.

4. Guideway structures and equipment - The Contractor shall align, adjust and otherwise clean, inspect, service and maintain the guideway running surfaces, vehicle guidance devices, and switches as required to maintain structural integrity and service life and the specified ride quality and operation of the APM System. The Contractor shall clean, inspect, service and maintain all other equipment and materials located on the guideway. This shall include but not be limited to: blue light stations, static signage, emergency walkway lights and wayside equipment. Also, the Contractor shall clean the guideway structures and paint the wayside equipment as required to prevent corrosion and maintain an aesthetically pleasing appearance. Painting or staining of any concrete or masonry surfaces shall require approval by the Owner's Representative.

5. Station equipment - The Contractor shall clean, inspect, service and maintain the equipment in the stations. This shall include but not be limited to: equipment rooms, all electrical, electronic and mechanical, and communications equipment. Also, the Contractor shall clean, inspect, service and maintain all passenger controls and displays located at the stations.

6. Maintenance & Storage Facility and equipment - The Contractor shall clean, inspect, service and maintain the Maintenance and Storage Facility. This shall include but not be limited to: M&SF interiors, all electrical, electronic, communications and other mechanical equipment and tools used for operating and maintaining the APM System. The Contractor shall clean, inspect, service and maintain all signage and displays at the M&SF.

7. O&M road vehicles - The Contractor shall clean, inspect, service and maintain all O&M road vehicles.

A.4.2.2 Cleaning and Janitorial Services

The Contractor shall provide janitorial services of the following facilities: all parts of the guideway, the Maintenance and Storage Facility, Central Control Facility and Administrative Offices, PDS substations, and APM equipment rooms. Damage to surfaces of fixed facilities, vehicles, and equipment shall be remedied by touch-up in a professional manner. If such removal or janitorial services are not performed in a timely manner, the Owner's Representative may perform such services and deduct the cost thereof from the Contractor's monthly payment. Station facilities will be maintained by others, except for the following:

1. All Contractor-supplied items shall be maintained by the Contractor; and

2. The Contractor shall clean the guideway sides of the platform-edge walls and doors at the stations.

The Contractor shall be responsible for cleaning of the APM equipment and fixed facilities as specified in the Maintenance Plan but shall, at a minimum, include the following:

1. Graffiti and any vandalism shall be corrected within 24 hours from the time of discovery, or sooner if so directed by the Owner's Representative.

2. All vehicles shall be kept free of litter and cleaned daily, including cleaning of floors, interior surfaces, trash removal, interior window cleaning, and giving special attention to clean any unsanitary and/or unusual soiled conditions.

3. All toilet and washroom facilities within the APM System, excluding any public facilities, shall be fully cleaned and sanitized daily, including washing of all fixtures and floors.

4. Vehicle exteriors shall be washed twice weekly or more frequently as special conditions may require.

5. The Central Control Facility, all administrative offices and the Maintenance & Storage Facility shall be cleaned daily according to the same standards as for professional office buildings.

6. All PDS substations and APM equipment rooms shall be cleaned on a routine basis in accordance with applicable codes and good trade practice.

7. All guideways shall be kept free of litter and cleaned on a routine basis to maintain an aesthetically pleasing appearance. Deposits of foreign materials from the operations or maintenance of the system onto the guideways, vehicles and/or equipment shall be removed in a timely manner.

A.4.2.3 Treatment of Effluents

The Contractor shall treat all effluents, generated in the operation and maintenance of the APM System, in an environmentally friendly manner which conforms to all applicable Federal, State, County, and Airport codes and regulations. The Owner's sanitary sewer system will be available for discharging activities, in accordance with TP Section 6.6. The Contractor shall provide for the pick-up and processing of treated effluent.

A.4.2.4 Spare Parts and Equipment, Expendables, and Consumables

In performing this Contract, the Contractor shall maintain an inventory of spare parts and equipment, expendables, and consumables at the same level as required to be delivered under the Supply/Installation Contract, or as adjusted by Change Order. Additional items shall be added to this inventory based on the Contractor's experience or the item's long lead order time to assure that the inventory is maintained as a one-year supply and sufficient to meet the System Service Availability requirements. Whenever an item of spare parts, equipment, expendables, or consumables is used by the Contractor in the performance of services under this Contract, such item of spare parts, equipment, expendables, or consumable shall be repaired or replaced by the Contractor as part of the Operations and Maintenance Contract services, and the repaired or replaced item placed in the spare parts, equipment, expendables and consumables inventory. All spare parts, equipment, expendables, and consumables shall normally be kept in the Maintenance and Storage Facility or other Owner's Representative-approved on-Airport location. If at any time it is found that the original inventory of these materials is insufficient, as specified by Section 14.5 of the Technical Provisions, Supply/Installation Contract, then sufficient additional inventory shall be provided at no cost to the Owner. The specified inventory shall exist upon the termination of the Operations and Maintenance Contract.

A.4.2.5 Maintenance Tools and Equipment

The Contractor shall be permitted to use the inventory of tools, maintenance equipment, test equipment and facilities furnished under the Supply/Installation Contract. Such items shall be maintained in good order and repaired or replaced by the Contractor as necessary to maintain the inventory. Records of this inventory shall be kept. Upon the termination or expiration of Operations and Maintenance Contract the complete inventory of the tools, maintenance equipment and test equipment shall exist or be replenished by the Contractor, including any replacement of and/or repair in good condition any tools, maintenance equipment and test equipment.

If at any time during Operations and Maintenance Contract that the required inventory of tools, maintenance equipment and test equipment is found to be deficient for performing the Services then the Contractor shall provide the deficient items at no cost to the Owner.

OPERATIONS AND MAINTENANCE GENERAL REQUIREMENTS

APPENDIX B

DETERMINATION OF MONTHLY PAYMENTS

B.1 MONTHLY PAYMENTS

For performance of the Services specified in Appendix A to these General Requirements, the Contractor shall be paid an Average Monthly Payment equal to one-twelfth (1/12) of the lump sum annual price for the current year of the Operations and Maintenance Contract, adjusted as specified in Section 4.1 of the General Requirements. The Average Monthly Payment for any partial month shall be prorated for the number of days in the month that the APM System is actually operated according to the System Operations Plan. The Average Monthly Payment shall be increased or decreased as provided in Section B.2 below and reduced by any amounts withheld in accordance with Section 4.3 of the General Requirements. Invoices shall be prepared and submitted and payments made in accordance Section 4.3 of the General Requirements.

B.2 SYSTEM SERVICE PERFORMANCE LIQUIDATED DAMAGES

For any calendar month of this Contract that the APM System does not achieve at least a System Service Availability (A) of ninety-nine and one-half percent (99.5%), as specified and calculated in accordance with Section 8.0 of the Technical Provisions, which Section 8.0 shall be made a part hereof of these General Requirements for the Operations and Maintenance Contract, a Payment Factor shall be applied to the Contractor's Average Monthly Payment to decrease the amount to be paid for that month. Decreases of the Average Monthly Payment shall be as liquidated damages for not providing the required service performance, recognizing that demand for services during such times may have been denied or delayed and cannot be made up. The Payment Factors shall be as follows:

SYSTEM AVAILABILITY (A)	PAYMENT FACTOR
99.5 - 100.00	1.000
98.9 - 99.49	0.991
98.8 - 98.89	0.981
98.7 - 98.79	0.971
98.6 - 98.69	0.961
98.5 - 98.59	0.949
98.4 - 98.49	0.937
98.3 - 98.39	0.916
98.2 - 98.29	0.892
98.1 - 98.19	0.870
98.0 - 98.09	0.850
97.9 - 97.99	0.832
97.8 - 97.89	0.816
97.7 - 97.79	0.802
97.6 - 97.69	0.786
97.5 - 97.59	0.773
97.4 - 97.49	0.761

95.0 - 97.39	0.750
90.0 - 94.99	0.500
Below - 90.00	0.000

Should the APM System not achieve a System Service Availability of at least 99.5% in any calendar month, then the amount to be paid to the Contractor for that month shall be the Monthly Price for that month multiplied by the appropriate Payment Factor from the above table.

Service Availability shall be calculated to two decimal place accuracy and the appropriate payment factor interpolated from the above table calculated to three decimal place accuracy.

Additional deductions in the payments shall be made for exceeding the downtime limits defined in Section 6.2 of the General Requirements for the Operations and Maintenance Contract. The total reduction of payment due to exceeding such downtime limits shall be limited to five percent (5%). These downtime limits shall be prorated by the ratio of the number of days in the respective month to thirty (30) calendar days. The following deductions from the Average Monthly Payment shall be applied per each downtime event in excess of the specified limit.

Length of Service Mode Downtime Event	Percent (%) Deduction per Downtime Event
1. Up to and including one minute	.0333
2. Greater than one (1) minute and less than or equal to ten (10) minutes	.1667
3. Greater than ten (10) minutes and less than or equal to twenty (20) minutes	2.5
4. Greater than twenty (20) minutes and less than or equal to forty-five (45) minutes	5.0
5. Greater than 45 minutes	5.0

OPERATIONS AND MAINTENANCE GENERAL REQUIREMENTS

APPENDIX C

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

This Agreement and Release of Claims ("Agreement and Release"), made and entered into this ___ _____ day of, _____, 19___ by and between MIAMI-DADE COUNTY, FLORIDA (hereinafter referred as "Owner"), and_____ ("Contractor"), whose place of business is at _____.

RECITALS

1 Owner and Contractor entered into an Operations & Maintenance Contract No._____ at Miami International Airport, Miami, Florida, dated _____.

2. The Work under Contract No._____ has been completed.

Now, therefore, it is mutually agreed between the Owner and Contractor as follows:

AGREEMENT

1. Contractor will not be assessed liquidated damages except as detailed below:

Original Contract Price	$_____
Modified Contract Price	$_____
Payment to Date	$_____
Liquidated Damages	$_____
Payment Due Contractor	$_____

2. Subject to the provisions hereof, Owner shall forthwith pay to Contractor the sum of _____ _____ Dollars and _____ Cents ($_____) under Contract No. _____ less any amounts represented by Notice to Withhold Funds on file with the Owner, as of the date of such payment.

3. Contractor acknowledges and hereby agrees that there are no claims in dispute against Owner arising from the performance of work under Contract No._____, except for the claims more fully discussed in Paragraph 4 ("Disputed Claims").

4. The following claims are disputed and are specifically excluded from the operation of this Agreement and Release:

Description of Claim	Amount of Claim

[include attachment if necessary]

5. Contractor hereby agrees that in consideration of the payment set forth in Paragraph 2, Contractor hereby releases and forever discharges the Owner, the Owner's Representative, all their respective agents, employees, consultants, inspectors, assignees and transferees from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with the work under the Contract including claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if know by him, must have materially affected his settlement with the debtor.

6. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against the Owner arising from the performance of the Work under Contract No. _____, except for the Disputed Claims expressly set forth in Paragraph 4. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against the Owner and all their respective agents, employees, consultants, inspectors, assignees and transferees except for the Disputed Claims set forth in Paragraph 4.

7. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.

8. Contractor shall immediately defend, indemnify and hold harmless the Owner and Owner's Representative, and all their respective agents, employees, inspectors, consultants assignees and transferees from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Contractor's subcontractors and/or suppliers and/or Contractor for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of Contract No. _____, except for the Disputed Claims set forth in Paragraph 4.

9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling or regulations, then such provision, or part thereof shall remain in force and effect to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.

10. All rights of Owner shall survive completion of the Work or termination of Contract, and execution of this Release.

* * * CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING * * *

OWNER:

_____

By:_____
(name and title)

CONTRACTOR:

_____

By:_____
(name and title)

APPENDIX D

~~DADE COUNTY AVIATION DEPARTMENT~~
~~DISADVANTAGED BUSINESS ENTERPRISE~~
~~CONTRACTOR PARTICIPATION PROVISIONS~~

SUMITOMO CORPORATION OF AMERICA

March 31, 2010

Mr. Dan McFadden
C/o Lea + Elliott, Inc.
5200 Blue Lagoon Drive
Suite 250
Miami, FL 33126

Subject: **MIA North Terminal APM System**
Operation and Maintenance Agreement

Dear Mr. McFadden,

This letter is to inform you of SCOA/CMSI's commitment to voluntarily meet all the SBE related requirements of the current O&M Agreement in order to achieve the 3.5% goal.

SCOA/CMSI intents to utilize the following companies:

Company	Service	Current Status
N&K Enterprises, Inc	Janitorial	SBE
Omega Maintenance Company	Janitorial	SBE

Calculation of CMSI committed dollar amounts are as follows:

Original SBE Subcontract Values Calculation	
CMSI contract amount	$22,210,000.00
Escalation amount	$8,205,000.00
Escalated CMSI contract amount	$30,415,000.00
% of escalation per Contract	37%
% assigned to SBEs	3.50%

Original SBE Contract Amount Distribution	
N & K Enterprises, Inc. (3.113%)	$684,000.000
Omega Maintenance Co. (0.778%)	$171,000.00
TOTAL	$855,000.00

Final Escalated SBE Contract Amount Distribution	
N & K Enterprises, Inc. (3.113%)	$937,000.00
Omega Maintenance Co. (0.778%)	$234,000.00
TOTAL	$1,171,000.00

These companies were originally listed in 1999 and we will utilize them if they remain in good standing in accordance to the requirements, if not we will replace them.

Sincerely,

for

Gino M. Antoniello

Vice President

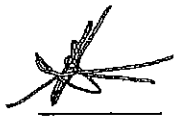
Cc: Mr. Michio Koizumi (SCOA/CMSI)

MIA/APM Project Office
Meridan Executive Centre
815 N.W. 57th Avenue
Suite 203
Miami, FL 33126

Tel. 305.260-4740
Fax. 305.260-4750

APPENDIX E

Schedule of Prices and General Allowance Account



Appendix E
Schedule of Prices and General Allowance Account

SCHEDULE OF PRICES
[All Prices shall be in U.S. Dollars]

ITEM A: TOTAL 5 YEAR LUMP SUM PRICE: Total O&M for the entire 5 Year Term Plus Option to Train is as provided in items A.1 and A.2 below:

ITEM A.1: TOTAL 5 YEAR LUMP SUM PRICE (1999): Total O&M for the entire 5 Year Term Plus Option to Train as described in Lump Sum Fixed Price Summary (Form OMP and all other referenced forms) included in this Appendix E.

TOTAL A.1:

Twenty-two million, Two Hundred & Nine Thousand, Six Hundred & Twenty Dollars $ 22,209,620.00
(Amount in Words) (Amount Bid in Figures)

ITEM A.2: TOTAL ESCALATION THROUGH THE CURRENT SUBSTANTIAL COMPLETION DATE OF 9/15/10: Total escalation in accordance with OMGR Section 4.1 as described in Sumitomo Corporation of America's proposal dated 2/24/10 included in this Appendix E.

TOTAL A.2:

Eight Million, Two Hundred & Five Thousand, One Hundred &Sixty-Three Dollars $ 8,205,163.00
(Amount in Words) (Amount in Figures)

ITEM A: TOTAL 5 YEAR LUMP SUM PRICE:

Thirty Million, Four Hundred & Fourteen Thousand, Seven Hundred &Eighty-Three Dollars $ 30,414,783.00
(Amount in Words) (Amount in Figures)

ITEM B – GENERAL ALLOWANCE ACCOUNT:

1. General Allowance Account:

Three Million Dollars $ 3,000,000.00
(Amount in Words) (Amount in Figures)

TOTAL AMOUNT OF THE AGREEMENT (Sum of Item A + Item B)

Thirty-three Million, Four Hundred & Fourteen Thousand, Seven Hundred &Eighty-Three Dollars $ 33,414,783.00
(Amount in Words) (Amount in Figures)

Appendix E
Schedule of Prices and General Allowance Account (GAA)

GENERAL ALLOWANCE ACCOUNT (GAA)

1. Account(s) in which stated dollar amount(s) are included in the Contract for the purpose of funding portions of the Work which are unforeseeable at the time of execution of the Contract, for escalation in accordance with OMGR Section 4.1, entitled "Economic Price Adjustment", for items which are no longer covered by any Supply/Installation Contract warranty, for payment of bond premiums (without mark-up) for any bonding required by the General Provisions, Section 12, entitled "Performance and Payment Bonding", or for special work deemed desirable by the County to be incorporated into the Contract. Performance of work, if any, under Allowance Account(s), will be authorized by written Work Order(s) issued by the Owner's Representative.

2. These values, if any, are to be included in the Total Maximum Contract Amount, but are not chargeable against the Total Maximum Contract Amount unless and until the Contractor is directed to perform work contemplated in the Allowance Account(s) by a written Work Order(s) issued by the Owner's Representative.

3. The Work Order for the required work will be issued by the Owner's Representative upon receipt from the Contractor of a satisfactory proposal for performance of the work, and the acceptance thereof by the Owner's Representative and the Owner. If the nature of the work is such that a Lump Sum price is not economically practical, the Work Order may be issued to perform the work on a Cost Plus Basis.

4. The Contractor shall solicit not less than three (3) competitive bids from appropriate Subcontractors and materials suppliers when so directed by the Owner's Representative, for performance of the work in accordance with such Plans and Specifications as may be required and as may be furnished by the Owner's Representative. The Contractor shall submit the solicited bids to the Owner's Representative for approval or rejection. If the bids are rejected by the Owner's Representative, the Contractor shall solicit additional bids for submittal.

5. No Work Orders shall be issued against an Allowance Account if such Work Orders in the aggregate exceed the authorized amount of that Allowance Account, provided however that such excess may be authorized by appropriate Change Order.

MIAMI INTERNATIONAL AIRPORT
NORTH TERMINAL APM SYSTEM
OPERATIONS AND MAINTENANCE PRICE PROPOSAL

FORM OMP
LUMP SUM FIXED PRICE SUMMARY

PROPOSER: Sumitomo Corporation of America

Proposer shall provide prices for all blank spaces on this form. Proposer shall transfer amounts from the following FORMS: OMP-A and OMP-T. Amounts shall be in constant US dollars as of the Date of the Proposal. The Amount will be subsequently escalated per OM GR Section 4.1.

ITEM #	ITEM	~~TOTALS WITHOUT FLORIDA SALES TAX (FROM FORMS OMP-A, OMP-D and OMP-T)~~	TOTALS INCLUDING FLORIDA SALES TAX (FROM FORMS OMP-A, OMP-D and OMP-T)
1	Total Annual Labor and Material for Year 1		$4,256,130.00
2	Total Annual Labor and Material for Year 2		$4,238,360.00
3	Total Annual Labor and Material for Year 3		$4,470,550.00
4	Total Annual Labor and Material for Year 4		$4,470,550.00
5	Total Annual Labor and Material for Year 5		$4,470,550.00
6	Demobilization		$63,000.00
7	Option to Train Owner -Designated Personnel		$240,480.00
8	TOTAL O&M (Sum of Items 1-6) LUMP SUM FIXED PRICE		$21,969,140.00
9	TOTAL O&M Plus Option to Train (Sum of Items 1-7) LUMP SUM FIXED PRICE		$22,209,620.00

FLORIDA SALES TAX included in Total O&M Lump Sum Fixed Price (Item 8) = $202,912.00

FLORIDA SALES TAX included in Total O&M Plus Option to Train Lump Sum Fixed Price = $202,912.00

Quantity, Unit Price and Price in Columns are Proprietary

MIAMI INTERNATIONAL AIRPORT
NORTH TERMINAL APM SYSTEM
OPERATIONS AND MAINTENANCE PRICE PROPOSAL

FORM OMP-A
SUMMARY CALCULATION OF PRICING DATA FOR YEAR 1(*)

PROPOSER: Sumitomo Corporation of America

Proposer shall transfer totals from each completed form, OMP-LS and OMP-MS. The Total of this Form OMP-A shall be transferred to the appropriate year on Form OMP. Proposers shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMGR Section 4.1.

* Proposers are required to complete separate OMP-A price form for each year of the O&M Contract.

ITEM	REFERENCE FORM	~~AMOUNT WITHOUT FLORIDA SALES TAX~~	AMOUNT INCLUDING FLORIDA SALES TAX
Labor	OMP-LS		$3,116,460.00
Materials	OMP-MS		$1,139,670.00
SUBTOTAL			$4,256,130.00
TOTAL ANNUAL LABOR AND MATERIAL FOR YEAR 1			$4,256,130.00

FLORIDA SALES TAX included in above Total Price = $41,152.97

Quantity, Unit Price and Price in Columns are Proprietary

MIAMI INTERNATIONAL AIRPORT
NORTH TERMINAL APM SYSTEM
OPERATIONS AND MAINTENANCE PRICE PROPOSAL

FORM OMP-A
SUMMARY CALCULATION OF PRICING DATA FOR YEAR 2(*)

PROPOSER: Sumitomo Corporation of America

Proposer shall transfer totals from each completed form, OMP-LS and OMP-MS. The Total of this Form OMP-A shall be transferred to the appropriate year on Form OMP. Proposers shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMGR Section 4.1.

* Proposers are required to complete separate OMP-A price form for each year of the O&M Contract.

ITEM	REFERENCE FORM	~~AMOUNT WITHOUT FLORIDA SALES TAX~~	AMOUNT INCLUDING FLORIDA SALES TAX
Labor	OMP-LS		$3,112,060.00
Materials	OMP-MS		$1,126,300.00
SUBTOTAL			$4,238,360.00
TOTAL ANNUAL LABOR AND MATERIAL FOR YEAR 2			$4,238,360.00

FLORIDA SALES TAX included in above Total Price = $40,528.97

Quantity, Unit Price and Price in Columns are Proprietary

MIAMI INTERNATIONAL AIRPORT
NORTH TERMINAL APM SYSTEM
OPERATIONS AND MAINTENANCE PRICE PROPOSAL

FORM OMP-A
SUMMARY CALCULATION OF PRICING DATA FOR YEAR 3(*)

PROPOSER: Sumitomo Corporation of America

Proposer shall transfer totals from each completed form, OMP-LS and OMP-MS. The Total of this Form OMP-A shall be transferred to the appropriate year on Form OMP. Proposers shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMGR Section 4.1.

* Proposers are required to complete separate OMP-A price form for each year of the O&M Contract.

ITEM	REFERENCE FORM	~~AMOUNT WITHOUT FLORIDA SALES TAX~~	AMOUNT INCLUDING FLORIDA SALES TAX
Labor	OMP-LS		$3,348,260.00
Materials	OMP-MS		$1,122,290.00
SUBTOTAL			$4,470,650.00
TOTAL ANNUAL LABOR AND MATERIAL FOR YEAR 3			$4,470,550.00

FLORIDA SALES TAX included in above Total Price = $40,341.77

Quantity, Unit Price and Price in Columns are Proprietary

MIAMI INTERNATIONAL AIRPORT
NORTH TERMINAL APM SYSTEM
OPERATIONS AND MAINTENANCE PRICE PROPOSAL

FORM OMP-A
SUMMARY CALCULATION OF PRICING DATA FOR YEAR 4(*)

PROPOSER: Sumitomo Corporation of America

Proposer shall transfer totals from each completed form, OMP-LS and OMP-MS. The Total of this Form OMP-A shall be transferred to the appropriate year on Form OMP. Proposers shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMGR Section 4.1.

* Proposers are required to complete separate OMP-A price form for each year of the O&M Contract.

ITEM	REFERENCE FORM	~~AMOUNT WITHOUT FLORIDA SALES TAX~~	AMOUNT INCLUDING FLORIDA SALES TAX
Labor	OMP-LS		$3,348,260.00
Materials	OMP-MS		$1,122,290.00
SUBTOTAL			$4,470,550.00
TOTAL ANNUAL LABOR AND MATERIAL FOR YEAR 4			$4,470,550.00

FLORIDA SALES TAX included in above Total Price = $40,341.77

Quantity, Unit Price and Price in Columns are Proprietary

MIAMI INTERNATIONAL AIRPORT
NORTH TERMINAL APM SYSTEM
OPERATIONS AND MAINTENANCE PRICE PROPOSAL

FORM OMP-A
SUMMARY CALCULATION OF PRICING DATA FOR YEAR 5(*)

PROPOSER: Sumitomo Corporation of America

Proposer shall transfer totals from each completed form, OMP-LS and OMP-MS. The Total of this Form OMP-A shall be transferred to the appropriate year on Form OMP. Proposers shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMGR Section 4.1.

* Proposers are required to complete separate OMP-A price form for each year of the O&M Contract.

ITEM	REFERENCE FORM	~~AMOUNT WITHOUT FLORIDA SALES TAX~~	AMOUNT INCLUDING FLORIDA SALES TAX
Labor	OMP-LS		$3,348,260.00
Materials	OMP-MS		$1,122,290.00
SUBTOTAL			$4,470,550.00
TOTAL ANNUAL LABOR AND MATERIAL FOR YEAR 5			$4,470,550.00

FLORIDA SALES TAX included in above Total Price = $40,341.77

Quantity, Unit Price and Price in Columns are Proprietary

MIAMI INTERNATIONAL AIRPORT
NORTH TERMINAL APM SYSTEM
OPERATIONS AND MAINTENANCE PRICE PROPOSAL

FORM OMP-D
DEMOBILIZATION

PROPOSER: Sumitomo Corporation of America

Proposer shall complete this form, providing a comprehensive breakdown of the Demobilization expenses. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMGR Section 4.1.

ITEM #	ITEM	~~AMOUNT WITHOUT FLORIDA SALES TAX~~	AMOUNT INCLUDING FLORIDA SALES TAX
1	Replenishment and/or Repair of Tools, Maintenance Equipment and Test Equipment		$31,500.00
2	Delivery of Manuals, Drawings, Records, Procedures, and Computer Program		$18,900.00
3	Transfer O&M Facilities		$12,600.00
4			
5			
6			
7			
8	TOTAL DEMOBILIZATION		$63,000.00

FLORIDA SALES TAX included in above Demobilization Price = $204.75

Quantity, Unit Price and Price in Columns are Proprietary

MIAMI INTERNATIONAL AIRPORT
NORTH TERMINAL APM SYSTEM
OPERATIONS AND MAINTENANCE PRICE PROPOSAL

FORM OMP-L 1(*)
CALCULATION OF LABOR PRICING DATA FOR YEAR 1(**)

PROPOSER: Sumitomo Corporation of America

Proposers shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMGR Section 4.1.

* Insert number 1 through 7, as applicable for labor category.
** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	AMOUNT
CATEGORY	GRADE					
Total	AA	Manager	4	Person	$167,500.00	$670,000.00
	A	Administrator	1	Person	$79,000.00	$79,000.00
	B	Secretary	1	Person	$65,000.00	$65,000.00
					TOTAL	$814,000.00

Quantity, Unit Price and Price in Columns are Proprietary

MIAMI INTERNATIONAL AIRPORT
NORTH TERMINAL APM SYSTEM
OPERATIONS AND MAINTENANCE PRICE PROPOSAL

FORM OMP-L 1(*)
CALCULATION OF LABOR PRICING DATA FOR YEAR 2(**)

PROPOSER: Sumitomo Corporation of America

Proposers shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMGR Section 4.1.

* Insert number 1 through 7, as applicable for labor category.
** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	AMOUNT
CATEGORY	GRADE					
Total	AA	Manager	4	Person	$167,500.00	$670,000.00
	A	Administrator	1	Person	$79,000.00	$79,000.00
	B	Secretary	1	Person	$65,000.00	$65,000.00
					TOTAL	$814,000.00

Quantity, Unit Price and Price in Columns are Proprietary

MIAMI INTERNATIONAL AIRPORT
NORTH TERMINAL APM SYSTEM
OPERATIONS AND MAINTENANCE PRICE PROPOSAL

FORM OMP-L 1(*)
CALCULATION OF LABOR PRICING DATA FOR YEAR 3(**)

PROPOSER: Sumitomo Corporation of America

Proposers shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMGR Section 4.1.

* Insert number 1 through 7, as applicable for labor category.
** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	AMOUNT
CATEGORY	GRADE					
Total	AA	Manager	4	Person	$167,500.00	$670,000.00
	A	Administrator	1	Person	$79,000.00	$79,000.00
	B	Secretary	1	Person	$65,000.00	$65,000.00
					TOTAL	$814,000.00

Quantity, Unit Price and Price in Columns are Proprietary

MIAMI INTERNATIONAL AIRPORT
NORTH TERMINAL APM SYSTEM
OPERATIONS AND MAINTENANCE PRICE PROPOSAL

FORM OMP-L 1(*)
CALCULATION OF LABOR PRICING DATA FOR YEAR 4(**)

PROPOSER: Sumitomo Corporation of America

Proposers shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMGR Section 4.1.

* Insert number 1 through 7, as applicable for labor category.
** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	AMOUNT
CATEGORY	GRADE					
Total	AA	Manager	4	Person	$167,500.00	$670,000.00
	A	Administrator	1	Person	$79,000.00	$79,000.00
	B	Secretary	1	Person	$65,000.00	$65,000.00
					TOTAL	$814,000.00

Quantity, Unit Price and Price in Columns are Proprietary

MIAMI INTERNATIONAL AIRPORT
NORTH TERMINAL APM SYSTEM
OPERATIONS AND MAINTENANCE PRICE PROPOSAL

FORM OMP-L 1(*)
CALCULATION OF LABOR PRICING DATA FOR YEAR 5(**)

PROPOSER: Sumitomo Corporation of America

Proposers shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMGR Section 4.1.

* Insert number 1 through 7, as applicable for labor category.
** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	AMOUNT
CATEGORY	GRADE					
Total	AA	Manager	4	Person	$167,500.00	$670,000.00
	A	Administrator	1	Person	$79,000.00	$79,000.00
	B	Secretary	1	Person	$65,000.00	$65,000.00
					TOTAL	$814,000.00

Quantity, Unit Price and Price in Columns are Proprietary

MIAMI INTERNATIONAL AIRPORT
NORTH TERMINAL APM SYSTEM
OPERATIONS AND MAINTENANCE PRICE PROPOSAL

FORM OMP-L 2(*)
CALCULATION OF LABOR PRICING DATA FOR YEAR 1(**)

PROPOSER: Sumitomo Corporation of America

Proposers shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMGR Section 4.1.

* Insert number 1 through 7, as applicable for labor category.
** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	AMOUNT
CATEGORY	GRADE					
Operators	A	Center Control Operator	9	Person	$67,000.00	$603,000.00
					TOTAL	$603,000.00

Quantity, Unit Price and Price in Columns are Proprietary

MIAMI INTERNATIONAL AIRPORT
NORTH TERMINAL APM SYSTEM
OPERATIONS AND MAINTENANCE PRICE PROPOSAL

FORM OMP-L 2(*)
CALCULATION OF LABOR PRICING DATA FOR YEAR 2(**)

PROPOSER: Sumitomo Corporation of America

Proposers shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMGR Section 4.1.

* Insert number 1 through 7, as applicable for labor category.
** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	AMOUNT
CATEGORY	GRADE					
Operators	A	Center Control Operator	9	Person	$67,000.00	$603,000.00
					TOTAL	$603,000.00

Quantity, Unit Price and Price in Columns are Proprietary

MIAMI INTERNATIONAL AIRPORT
NORTH TERMINAL APM SYSTEM
OPERATIONS AND MAINTENANCE PRICE PROPOSAL

FORM OMP-L 2(*)
CALCULATION OF LABOR PRICING DATA FOR YEAR 3(**)

PROPOSER: Sumitomo Corporation of America

Proposers shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMGR Section 4.1.

* Insert number 1 through 7, as applicable for labor category.
** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	AMOUNT
CATEGORY	GRADE					
Operators	A	Center Control Operator	9	Person	$67,000.00	$603,000.00
					TOTAL	$603,000.00

Quantity, Unit Price and Price in Columns are Proprietary

MIAMI INTERNATIONAL AIRPORT
NORTH TERMINAL APM SYSTEM
OPERATIONS AND MAINTENANCE PRICE PROPOSAL

FORM OMP-L 2(*)
CALCULATION OF LABOR PRICING DATA FOR YEAR 4(**)

PROPOSER: Sumitomo Corporation of America

Proposers shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMGR Section 4.1.

* Insert number 1 through 7, as applicable for labor category.
** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION. OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	AMOUNT
CATEGORY	GRADE					
Operators	A	Center Control Operator	9	Person	$67,000.00	$603,000.00
					TOTAL	$603,000.00

Quantity, Unit Price and Price in Columns are Proprietary

MIAMI INTERNATIONAL AIRPORT
NORTH TERMINAL APM SYSTEM
OPERATIONS AND MAINTENANCE PRICE PROPOSAL

FORM OMP-L 2(*)
CALCULATION OF LABOR PRICING DATA FOR YEAR 5(**)

PROPOSER: Sumitomo Corporation of America

Proposers shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMGR Section 4.1.

* Insert number 1 through 7, as applicable for labor category.
** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	AMOUNT
CATEGORY	GRADE					
Operators	A	Center Control Operator	9	Person	$67,000.00	$603,000.00
					TOTAL	$603,000.00

Quantity, Unit Price and Price in Columns are Proprietary

MIAMI INTERNATIONAL AIRPORT
NORTH TERMINAL APM SYSTEM
OPERATIONS AND MAINTENANCE PRICE PROPOSAL

FORM OMP-L 4(*)
CALCULATION OF LABOR PRICING DATA FOR YEAR 1(**)

PROPOSER: Sumitomo Corporation of America

Proposers shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMGR Section 4.1.

* Insert number 1 through 7, as applicable for labor category.
** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	AMOUNT
CATEGORY	GRADE					
Electrical	A	Vehicle Maintenance	6	Person	$79,000.00	$474,000.00
	B	Wayside Maintenance	2	Person	$66,500.00	$133,000.00
					TOTAL	$607,000.00

Quantity, Unit Price and Price in Columns are Proprietary

MIAMI INTERNATIONAL AIRPORT
NORTH TERMINAL APM SYSTEM
OPERATIONS AND MAINTENANCE PRICE PROPOSAL

FORM OMP-L 4(*)
CALCULATION OF LABOR PRICING DATA FOR YEAR 2(**)

PROPOSER: Sumitomo Corporation of America

Proposers shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMGR Section 4.1.

* Insert number 1 through 7, as applicable for labor category.
** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	AMOUNT
CATEGORY	GRADE					
Electrical	A	Vehicle Maintenance	6	Person	$79,000.00	$474,000.00
	B	Wayside Maintenance	2	Person	$66,500.00	$133,000.00
					TOTAL	$607,000.00

Quantity, Unit Price and Price in Columns are Proprietary

MIAMI INTERNATIONAL AIRPORT
NORTH TERMINAL APM SYSTEM
OPERATIONS AND MAINTENANCE PRICE PROPOSAL

FORM OMP-L 4(*)
CALCULATION OF LABOR PRICING DATA FOR YEAR 3(**)

PROPOSER: Sumitomo Corporation of America

Proposers shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMGR Section 4.1.

* Insert number 1 through 7, as applicable for labor category.
** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	AMOUNT
CATEGORY	GRADE					
Electrical	A	Vehicle Maintenance	6	Person	$79,000.00	$474,000.00
	B	Wayside Maintenance	2	Person	$66,500.00	$133,000.00
					TOTAL	$607,000.00

Quantity, Unit Price and Price in Columns are Proprietary

MIAMI INTERNATIONAL AIRPORT
NORTH TERMINAL APM SYSTEM
OPERATIONS AND MAINTENANCE PRICE PROPOSAL

FORM OMP-L 4(*)
CALCULATION OF LABOR PRICING DATA FOR YEAR 4(**)

PROPOSER: Sumitomo Corporation of America

Proposers shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMGR Section 4.1.

* Insert number 1 through 7, as applicable for labor category.
** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	AMOUNT
CATEGORY	GRADE					
Electrical	A	Vehicle Maintenance	6	Person	$79,000.00	$474,000.00
	B	Wayside Maintenance	2	Person	$66,500.00	$133,000.00
					TOTAL	$607,000.00

Quantity, Unit Price and Price in Columns are Proprietary

MIAMI INTERNATIONAL AIRPORT
NORTH TERMINAL APM SYSTEM
OPERATIONS AND MAINTENANCE PRICE PROPOSAL

FORM OMP-L 4(*)
CALCULATION OF LABOR PRICING DATA FOR YEAR 5(**)

PROPOSER: Sumitomo Corporation of America

Proposers shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMGR Section 4.1.

* Insert number 1 through 7, as applicable for labor category.
** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	AMOUNT
CATEGORY	GRADE					
Electrical	A	Vehicle Maintenance	6	Person	$79,000.00	$474,000.00
	B	Wayside Maintenance	2	Person	$66,500.00	$133,000.00
					TOTAL	$607,000.00

Quantity, Unit Price and Price in Columns are Proprietary

MIAMI INTERNATIONAL AIRPORT
NORTH TERMINAL APM SYSTEM
OPERATIONS AND MAINTENANCE PRICE PROPOSAL

FORM OMP-L 5(*)
CALCULATION OF LABOR PRICING DATA FOR YEAR 1(**)

PROPOSER: Sumitomo Corporation of America

Proposers shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMGR Section 4.1.

* Insert number 1 through 7, as applicable for labor category.
** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	AMOUNT
CATEGORY	GRADE					
Mechanical	A	Vehicle Maintenance	6	Person	$76,000.00	$456,000.00
	B	Wayside Maintenance	2	Person	$63,250.00	$126,500.00
					TOTAL	$582,500.00

Quantity, Unit Price and Price in Columns are Proprietary

TOP

MIAMI INTERNATIONAL AIRPORT
NORTH TERMINAL APM SYSTEM
OPERATIONS AND MAINTENANCE PRICE PROPOSAL

FORM OMP-L 5(*)
CALCULATION OF LABOR PRICING DATA FOR YEAR 2(**)

PROPOSER: Sumitomo Corporation of America

Proposers shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMGR Section 4.1.

* Insert number 1 through 7, as applicable for labor category.
** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	AMOUNT
CATEGORY	GRADE					
Mechanical	A	Vehicle Maintenance	6	Person	$76,000.00	$456,000.00
	B	Wayside Maintenance	2	Person	$63,250.00	$126,500.00
					TOTAL	$582,500.00

Quantity, Unit Price and Price in Columns are Proprietary

MIAMI INTERNATIONAL AIRPORT
NORTH TERMINAL APM SYSTEM
OPERATIONS AND MAINTENANCE PRICE PROPOSAL

FORM OMP-L 5(*)
CALCULATION OF LABOR PRICING DATA FOR YEAR 3(**)

PROPOSER: Sumitomo Corporation of America

Proposers shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMGR Section 4.1.

* Insert number 1 through 7, as applicable for labor category.
** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	AMOUNT
CATEGORY	GRADE					
Mechanical	A	Vehicle Maintenance	6	Person	$76,000.00	$456,000.00
	B	Wayside Maintenance	2	Person	$63,250.00	$126,500.00
					TOTAL	$582,500.00

Quantity, Unit Price and Price in Columns are Proprietary

MIAMI INTERNATIONAL AIRPORT
NORTH TERMINAL APM SYSTEM
OPERATIONS AND MAINTENANCE PRICE PROPOSAL

FORM OMP-L 5(*)
CALCULATION OF LABOR PRICING DATA FOR YEAR 4(**)

PROPOSER: Sumitomo Corporation of America

Proposers shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMGR Section 4.1.

* Insert number 1 through 7, as applicable for labor category.
** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	AMOUNT
CATEGORY	GRADE					
Mechanical	A	Vehicle Maintenance	6	Person	$76,000.00	$456,000.00
	B	Wayside Maintenance	2	Person	$63,250.00	$126,500.00
					TOTAL	$582,500.00

Quantity, Unit Price and Price in Columns are Proprietary

MIAMI INTERNATIONAL AIRPORT
NORTH TERMINAL APM SYSTEM
OPERATIONS AND MAINTENANCE PRICE PROPOSAL

FORM OMP-L 5(*)
CALCULATION OF LABOR PRICING DATA FOR YEAR 5(**)

PROPOSER: Sumitomo Corporation of America

Proposers shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMGR Section 4.1.

* Insert number 1 through 7, as applicable for labor category.
** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	AMOUNT
CATEGORY	GRADE					
Mechanical	A	Vehicle Maintenance	6	Person	$76,000.00	$456,000.00
	B	Wayside Maintenance	2	Person	$63,250.00	$126,500.00
				TOTAL		$582,500.00

Quantity, Unit Price and Price in Columns are Proprietary

MIAMI INTERNATIONAL AIRPORT
NORTH TERMINAL APM SYSTEM
OPERATIONS AND MAINTENANCE PRICE PROPOSAL

FORM OMP-L 6(*)
CALCULATION OF LABOR PRICING DATA FOR YEAR 1(**)

PROPOSER: Sumitomo Corporation of America

Proposers shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMGR Section 4.1.

* Insert number 1 through 7, as applicable for labor category.
** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	AMOUNT
CATEGORY	GRADE					
Other		Janitor	1	Lot	$223,560.00	$223,560.00
		Equipment Repair	1	Lot	$286,400.00	$286,400.00
					TOTAL	$509,960.00

Quantity, Unit Price and Price in Columns are Proprietary

MIAMI INTERNATIONAL AIRPORT
NORTH TERMINAL APM SYSTEM
OPERATIONS AND MAINTENANCE PRICE PROPOSAL

FORM OMP-L 6(*)
CALCULATION OF LABOR PRICING DATA FOR YEAR 2(**)

PROPOSER: Sumitomo Corporation of America

Proposers shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMGR Section 4.1.

* Insert number 1 through 7, as applicable for labor category.
** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	AMOUNT
CATEGORY	GRADE					
Other		Janitor	1	Lot	$223,560.00	$223,560.00
		Equipment Repair	1	Lot	$282,000.00	$282,000.00
					TOTAL	$505,560.00

Quantity, Unit Price and Price in Columns are Proprietary

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MIAMI INTERNATIONAL AIRPORT
NORTH TERMINAL APM SYSTEM
OPERATIONS AND MAINTENANCE PRICE PROPOSAL

FORM OMP-L 6(*)
CALCULATION OF LABOR PRICING DATA FOR YEAR 3(**)

PROPOSER: Sumitomo Corporation of America

Proposers shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMGR Section 4.1.

* Insert number 1 through 7, as applicable for labor category.
** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	AMOUNT
CATEGORY	GRADE					
Other		Janitor	1	Lot	$223,560.00	$223,560.00
		Equipment Repair	1	Lot	$518,200.00	$518,200.00
					TOTAL	$741,760.00

Quantity, Unit Price and Price in Columns are Proprietary

MIAMI INTERNATIONAL AIRPORT
NORTH TERMINAL APM SYSTEM
OPERATIONS AND MAINTENANCE PRICE PROPOSAL

FORM OMP-L 6(*)
CALCULATION OF LABOR PRICING DATA FOR YEAR 4(**)

PROPOSER: Sumitomo Corporation of America

Proposers shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMGR Section 4.1.

* Insert number 1 through 7, as applicable for labor category.
** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	AMOUNT
CATEGORY	GRADE					
Other		Janitor	1	Lot	$223,560.00	$223,560.00
		Equipment Repair	1	Lot	$518,200.00	$518,200.00
					TOTAL	$741,760.00

Quantity, Unit Price and Price in Columns are Proprietary

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MIAMI INTERNATIONAL AIRPORT
NORTH TERMINAL APM SYSTEM
OPERATIONS AND MAINTENANCE PRICE PROPOSAL

FORM OMP-L 6(*)
CALCULATION OF LABOR PRICING DATA FOR YEAR 5(**)

PROPOSER: Sumitomo Corporation of America

Proposers shall complete Forms OMP-L1 through OMP-L7 (see Form OMP-LS). Proposer shall transfer totals from the various OMP-L Forms to Form OMP-LS. All prices shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMGR Section 4.1.

* Insert number 1 through 7, as applicable for labor category.
** Proposers are required to complete separate pricing forms for each year of the O&M Contract.

LABOR CLASSIFICATION		JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	AMOUNT
CATEGORY	GRADE					
Other		Janitor	1	Lot	$223,560.00	$223,560.00
		Equipment Repair	1	Lot	$518,200.00	$518,200.00
					TOTAL	$741,760.00

Quantity, Unit Price and Price in Columns are Proprietary

MIAMI INTERNATIONAL AIRPORT
NORTH TERMINAL APM SYSTEM
OPERATIONS AND MAINTENANCE PRICE PROPOSAL

FORM OMP-LS
SUMMARY OF LABOR PRICING DATA FOR YEAR 1(*)

PROPOSER: Sumitomo Corporation of America

Proposer shall transfer totals from each completed form OMP-L to this Summary Labor Price Form. The total of this Form OMP-LS shall be transferred to the appropriate year on Form OMP-A. Proposers shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMGR Section 4.1.

* Proposers are required to complete separate OMP-LS price forms for each year of the O&M Contract.
** Proposer shall identify these items, expanding this form as necessary.

LABOR				AMOUNT ($)
ACTIVITY	CATEGORY	REFERENCE FORM	QUANTITY	
1. Admin. & Mgt.	Total	OMP-L1	6	$814,000.00
2. Operations	a. Operators	OMP-L2	9	$603,000.00
	b.	OMP-L3		NA
	c.			
3. Maintenance	a. Electrical	OMP-L4	8	$607,000.00
	b. Mechanical	OMP-L5	8	$582,500.00
	c. Other **	OMP-L6		$509,960.00
4. Other (Specify) **	a.	OMP-L7		NA
	b.			
	c.			
TOTAL ANNUAL LABOR PRICE, INCLUDING FLORIDA SALES TAX				$3,116,460.00

FLORIDA SALES TAX included in above Total Price = $10,465.17

Quantity, Unit Price and Price in Columns are Proprietary

MIAMI INTERNATIONAL AIRPORT
NORTH TERMINAL APM SYSTEM
OPERATIONS AND MAINTENANCE PRICE PROPOSAL

FORM OMP-LS
SUMMARY OF LABOR PRICING DATA FOR YEAR 2(*)

PROPOSER: Sumitomo Corporation of America

Proposer shall transfer totals from each completed form OMP-L to this Summary Labor Price Form. The total of this Form OMP-LS shall be transferred to the appropriate year on Form OMP-A. Proposers shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMGR Section 4.1.

* Proposers are required to complete separate OMP-LS price forms for each year of the O&M Contract.
** Proposer shall identify these items, expanding this form as necessary.

LABOR				AMOUNT ($)
ACTIVITY	CATEGORY	REFERENCE FORM	QUANTITY	
1. Admin. & Mgt.	Total	OMP-L1	6	$814,000.00
2. Operations	a. Operators	OMP-L2	9	$603,000.00
	b.	OMP-L3		NA
	c.			
3. Maintenance	a. Electrical	OMP-L4	8	$607,000.00
	b. Mechanical	OMP-L5	8	$582,500.00
	c. Other **	OMP-L6		$505,560.00
4. Other (Specify) **	a.	OMP-L7		NA
	b.			
	c.			
TOTAL ANNUAL LABOR PRICE, INCLUDING FLORIDA SALES TAX				$3,112,060.00

FLORIDA SALES TAX included in above Total Price = $10,465.17

Quantity, Unit Price and Price in Columns are Proprietary

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MIAMI INTERNATIONAL AIRPORT
NORTH TERMINAL APM SYSTEM
OPERATIONS AND MAINTENANCE PRICE PROPOSAL

FORM OMP-LS
SUMMARY OF LABOR PRICING DATA FOR YEAR 3(*)

PROPOSER: Sumitomo Corporation of America

Proposer shall transfer totals from each completed form OMP-L to this Summary Labor Price Form. The total of this Form OMP-LS shall be transferred to the appropriate year on Form OMP-A. Proposers shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMGR Section 4.1.

* Proposers are required to complete separate OMP-LS price forms for each year of the O&M Contract.
** Proposer shall identify these items, expanding this form as necessary.

LABOR				AMOUNT ($)
ACTIVITY	CATEGORY	REFERENCE FORM	QUANTITY	
1. Admin. & Mgt.	Total	OMP-L1	6	$814,000.00
2. Operations	a. Operators	OMP-L2	9	$603,000.00
	b.	OMP-L3		NA
	c.			
3. Maintenance	a. Electrical	OMP-L4	8	$607,000.00
	b. Mechanical	OMP-L5	8	$582,500.00
	c. Other **	OMP-L6		$741,760.00
4. Other (Specify) **	a.	OMP-L7		NA
	b.			
	c.			
TOTAL ANNUAL LABOR PRICE, INCLUDING FLORIDA SALES TAX				$3,348,260.00

FLORIDA SALES TAX included in above Total Price = $10,465.17

Quantity, Unit Price and Price in Columns are Proprietary

MIAMI INTERNATIONAL AIRPORT
NORTH TERMINAL APM SYSTEM
OPERATIONS AND MAINTENANCE PRICE PROPOSAL

FORM OMP-LS
SUMMARY OF LABOR PRICING DATA FOR YEAR 4(*)

PROPOSER: Sumitomo Corporation of America

Proposer shall transfer totals from each completed form OMP-L to this Summary Labor Price Form. The total of this Form OMP-LS shall be transferred to the appropriate year on Form OMP-A. Proposers shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMGR Section 4.1.

* Proposers are required to complete separate OMP-LS price forms for each year of the O&M Contract.
** Proposer shall identify these items, expanding this form as necessary.

LABOR				AMOUNT ($)
ACTIVITY	CATEGORY	REFERENCE FORM	QUANTITY	
1. Admin. & Mgt.	Total	OMP-L1	6	$814,000.00
2. Operations	a. Operators	OMP-L2	9	$603,000.00
	b.	OMP-L3		NA
	c.			
3. Maintenance	a. Electrical	OMP-L4	8	$607,000.00
	b. Mechanical	OMP-L5	8	$582,500.00
	c. Other **	OMP-L6		$741,760.00
4. Other (Specify) **	a.	OMP-L7		NA
	b.			
	c.			
TOTAL ANNUAL LABOR PRICE, INCLUDING FLORIDA SALES TAX				$3,348,260.00

FLORIDA SALES TAX included in above Total Price = $10,465.17

Quantity, Unit Price and Price in Columns are Proprietary

MIAMI INTERNATIONAL AIRPORT
NORTH TERMINAL APM SYSTEM
OPERATIONS AND MAINTENANCE PRICE PROPOSAL

FORM OMP-LS
SUMMARY OF LABOR PRICING DATA FOR YEAR 5(*)

PROPOSER: Sumitomo Corporation of America

Proposer shall transfer totals from each completed form OMP-L to this Summary Labor Price Form. The total of this Form OMP-LS shall be transferred to the appropriate year on Form OMP-A. Proposers shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will be subsequently escalated per OMGR Section 4.1.

* Proposers are required to complete separate OMP-LS price forms for each year of the O&M Contract.
** Proposer shall identify these items, expanding this form as necessary.

LABOR				AMOUNT ($)
ACTIVITY	CATEGORY	REFERENCE FORM	QUANTITY	
1. Admin. & Mgt.	Total	OMP-L1	6	$814,000.00
2. Operations	a. Operators	OMP-L2	9	$603,000.00
	b.	OMP-L3		NA
	c.			
3. Maintenance	a. Electrical	OMP-L4	8	$607,000.00
	b. Mechanical	OMP-L5	8	$582,500.00
	c. Other **	OMP-L6		$741,760.00
4. Other (Specify) **	a.	OMP-L7		NA
	b.			
	c.			
TOTAL ANNUAL LABOR PRICE, INCLUDING FLORIDA SALES TAX				$3,348,260.00

FLORIDA SALES TAX included in above Total Price = $10,465.17

Quantity, Unit Price and Price in Columns are Proprietary

MIAMI INTERNATIONAL AIRPORT
NORTH TERMINAL APM SYSTEM
OPERATIONS AND MAINTENANCE PRICE PROPOSAL

FORM OMP-MS
SUMMARY MATERIAL PRICE FOR YEAR 1(*)

PROPOSER: Sumitomo Corporation of America

The total of this Form OMP-MS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Proposal Due Date. The amount will subsequently be escalated per OMGR Section 4.1.

* Proposers are required to complete separate OMP-MS price forms for each year of the O&M Contract.

** Proposers shall identify these items, expanding this form as necessary.

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	CATEGORY	
1. Consumables & Parts and Spare Equipment	a. Vehicles	$222,780.00
	b. PDS	$111,390.00
	c. ATC & Communication	$181,010.00
	d. Guideway Equipment	$27,850.00
	e. Station Equipment	$27,850.00
	f. Maintenance Facility Equipment	$27,850.00
	g. Custodial	$16,710.00
	h. General & Special Test Equipment	$11,140.00
	i. Other (Specify) **	NA
3. Office & Administration	a. Office Materials	$29,410.00
	b. Travel	$20,400.00
	c. Other (Specify) **	NA
4. Cost of Road Vehicles	Total	$10,460.00
~~5. Bonds~~	~~Total~~	
6 5. Insurance	Total	$99,830.00
7 6. Other (Specify)	Training**	$352,990.00
~~SUBTOTAL (TOTAL WITHOUT FLORIDA SALES TAX)~~		
~~8. Florida Sales Taxes~~		
TOTAL INCLUDING FLORIDA SALES TAX		$1,139,670.00

FLORIDA SALES TAX including in above Total Price = $30,687.80

Quantity, Unit Price and Price in Columns are Proprietary

MIAMI INTERNATIONAL AIRPORT
NORTH TERMINAL APM SYSTEM
OPERATIONS AND MAINTENANCE PRICE PROPOSAL

FORM OMP-MS
SUMMARY MATERIAL PRICE FOR YEAR 2(*)

PROPOSER: Sumitomo Corporation of America

The total of this Form OMP-MS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Proposal Due Date. The amount will subsequently be escalated per OMGR Section 4.1.

* Proposers are required to complete separate OMP-MS price forms for each year of the O&M Contract.

** Proposers shall identify these items, expanding this form as necessary.

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	CATEGORY	
1. Consumables & Parts and Spare Equipment	a. Vehicles	$222,780.00
	b. PDS	$111,390.00
	c. ATC & Communication	$181,010.00
	d. Guideway Equipment	$27,850.00
	e. Station Equipment	$27,850.00
	f. Maintenance Facility Equipment	$27,850.00
	g. Custodial	$16,710.00
	h. General & Special Test Equipment	$11,140.00
	i. Other (Specify) **	NA
3. Office & Administration	a. Office Materials	$16,040.00
	b. Travel	$20,400.00
	c. Other (Specify) **	NA
4. Cost of Road Vehicles	Total	$10,460.00
~~5. Bonds~~	~~Total~~	
~~6~~ 5. Insurance	Total	$99,830.00
~~7~~ 6. Other (Specify)	Training**	$352,990.00
~~SUBTOTAL (TOTAL WITHOUT FLORIDA SALES TAX)~~		
~~8. Florida Sales Taxes~~		
TOTAL INCLUDING FLORIDA SALES TAX		$1,126,300.00

FLORIDA SALES TAX including in above Total Price = $30,063.80

Quantity, Unit Price and Price in Columns are Proprietary

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MIAMI INTERNATIONAL AIRPORT
NORTH TERMINAL APM SYSTEM
OPERATIONS AND MAINTENANCE PRICE PROPOSAL

FORM OMP-MS
SUMMARY MATERIAL PRICE FOR YEAR 3(*)

PROPOSER: Sumitomo Corporation of America

The total of this Form OMP-MS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Proposal Due Date. The amount will subsequently be escalated per OMGR Section 4.1.

* Proposers are required to complete separate OMP-MS price forms for each year of the O&M Contract.

** Proposers shall identify these items, expanding this form as necessary.

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	CATEGORY	
1. Consumables & Parts and Spare Equipment	a. Vehicles	$222,780.00
	b. PDS	$111,390.00
	c. ATC & Communication	$181,010.00
	d. Guideway Equipment	$27,850.00
	e. Station Equipment	$27,850.00
	f. Maintenance Facility Equipment	$27,850.00
	g. Custodial	$16,710.00
	h. General & Special Test Equipment	$11,140.00
	i. Other (Specify) **	NA
3. Office & Administration	a. Office Materials	$12,030.00
	b. Travel	$20,400.00
	c. Other (Specify) **	NA
4. Cost of Road Vehicles	Total	$10,460.00
~~5. Bonds~~	~~Total~~	
6 5. Insurance	Total	$99,830.00
7 6. Other (Specify)	Training**	$352,990.00
~~SUBTOTAL (TOTAL WITHOUT FLORIDA SALES TAX)~~		
~~8. Florida Sales Taxes~~		
TOTAL INCLUDING FLORIDA SALES TAX		$1,122,290.00

FLORIDA SALES TAX including in above Total Price = $29,876.60

Quantity, Unit Price and Price in Columns are Proprietary

MIAMI INTERNATIONAL AIRPORT
NORTH TERMINAL APM SYSTEM
OPERATIONS AND MAINTENANCE PRICE PROPOSAL

FORM OMP-MS
SUMMARY MATERIAL PRICE FOR YEAR 4(*)

PROPOSER: Sumitomo Corporation of America

The total of this Form OMP-MS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Proposal Due Date. The amount will subsequently be escalated per OMGR Section 4.1.

* Proposers are required to complete separate OMP-MS price forms for each year of the O&M Contract.

** Proposers shall identify these items, expanding this form as necessary.

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	CATEGORY	
1. Consumables & Parts and Spare Equipment	a. Vehicles	$222,780.00
	b. PDS	$111,390.00
	c. ATC & Communication	$181,010.00
	d. Guideway Equipment	$27,850.00
	e. Station Equipment	$27,850.00
	f. Maintenance Facility Equipment	$27,850.00
	g. Custodial	$16,710.00
	h. General & Special Test Equipment	$11,140.00
	i. Other (Specify) **	NA
3. Office & Administration	a. Office Materials	$12,030.00
	b. Travel	$20,400.00
	c. Other (Specify) **	NA
4. Cost of Road Vehicles	Total	$10,460.00
~~5. Bonds~~	~~Total~~	
6 5. Insurance	Total	$99,830.00
7 6. Other (Specify)	Training**	$352,990.00
~~SUBTOTAL (TOTAL WITHOUT FLORIDA SALES TAX)~~		
~~8. Florida Sales Taxes~~		
TOTAL INCLUDING FLORIDA SALES TAX		$1,122,290.00

FLORIDA SALES TAX including in above Total Price = $29,876.60

Quantity, Unit Price and Price in Columns are Proprietary

122

MIAMI INTERNATIONAL AIRPORT
NORTH TERMINAL APM SYSTEM
OPERATIONS AND MAINTENANCE PRICE PROPOSAL

FORM OMP-MS
SUMMARY MATERIAL PRICE FOR YEAR 5(*)

PROPOSER: Sumitomo Corporation of America

The total of this Form OMP-MS shall be transferred to the appropriate year on Form OMP-A. Proposer shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Proposal Due Date. The amount will subsequently be escalated per OMGR Section 4.1.

* Proposers are required to complete separate OMP-MS price forms for each year of the O&M Contract.

** Proposers shall identify these items, expanding this form as necessary.

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	CATEGORY	
1. Consumables & Parts and Spare Equipment	a. Vehicles	$222,780.00
	b. PDS	$111,390.00
	c. ATC & Communication	$181,010.00
	d. Guideway Equipment	$27,850.00
	e. Station Equipment	$27,850.00
	f. Maintenance Facility Equipment	$27,850.00
	g. Custodial	$16,710.00
	h. General & Special Test Equipment	$11,140.00
	i. Other (Specify) **	NA
3. Office & Administration	a. Office Materials	$12,030.00
	b. Travel	$20,400.00
	c. Other (Specify) **	NA
4. Cost of Road Vehicles	Total	$10,460.00
~~5. Bonds~~	~~Total~~	
~~6~~ 5. Insurance	Total	$99,830.00
~~7~~ 6. Other (Specify)	Training**	$352,990.00
~~SUBTOTAL (TOTAL WITHOUT FLORIDA SALES TAX)~~		
~~8. Florida Sales Taxes~~		
TOTAL INCLUDING FLORIDA SALES TAX		$1,122,290.00

FLORIDA SALES TAX including in above Total Price = $29,876.60

Quantity, Unit Price and Price in Columns are Proprietary

MIAMI INTERNATIONAL AIRPORT
NORTH TERMINAL APM SYSTEM
OPERATIONS AND MAINTENANCE PRICE PROPOSAL

FORM OMP-T
PHASE 2 OPTION TO TRAIN OWNER DESIGNATED PERSONNEL

PROPOSER: Sumitomo Corporation of America
Proposers shall expand this form as necessary to provide a comprehensive breakdown. Amounts shall be in constant US dollars as of the Date of the Proposal. The amount will subsequently be escalated per OMGR Section 4.1. For purposes of completing this form, Proposer shall assume that 50% of its O&M workforce will become Owner employees upon transfer of the O&M obligations to the Owner. This form shall cover the 50% of the total workforce assumed to be hired by the Owner without specific APM training.

FACTORY INSTRUCTION

JOB CATEGORY	NUMBER OF TRAINEES	HOURS PER TRAINEE	TOTAL HOURS	UNIT PRICE / TRAINEE	AMOUNT ($)
NA					

OTHER DIRECT FACTORY TRAINING COSTS (Itemize)

DESCRIPTION	QUANTITY	UNIT PRICE ($)	AMOUNT ($)
NA			

TOTAL FACTORY TRAINING COST	NA

ON-SITE INSTRUCTION

JOB CATEGORY	NUMBER OF TRAINEES	HOURS PER TRAINEE	TOTAL HOURS	UNIT PRICE / TRAINEE	AMOUNT ($)
Operator	5	480	2400	$15,840.00	$79,200.00
Maintainer Mechanical	4	480	1920	$20,160.00	$80,640.00
Maintainer Electrical	4	480	1920	$20,160.00	$80,640.00

OTHER DIRECT ON-SITE TRAINING COSTS (Itemize)

DESCRIPTION	QUANTITY	UNIT PRICE ($)	AMOUNT ($)
NA			

TOTAL ON-SITE TRAINING COST	$240,480.00
~~**SUBTOTAL (TOTAL WITHOUT FLORIDA SALES TAX)**~~	
~~**FLORIDA SALES TAX**~~	
TOTAL INCLUDING FLORIDA SALES TAX	$240,480.00

FLORIDA SALES TAX included in above Total Price = $ 0

Quantity, Unit Price and Price in Columns are Proprietary

SUMITOMO CORPORATION OF AMERICA
P.O. Box 996610, Miami, FL 33299-6610

Tel No.: 786-662-3520
Fax No.: 786-662-3528
E-mail: Manuel.Novoa@sumitomocorp.com

SCOA-LE-L2728

Date: February 24, 2010

Attention: **Mr. Daniel J. McFadden**
Project Manager
Lea+Elliott, Inc.

Project: MIA NORTH TERMINAL APM SYSTEM

Contract No.: MIA-702-R-2

Subject: SCOA Revised Escalation for O&M Provision.

Reference: MAPM-SCOA-0113

Dear Sir:

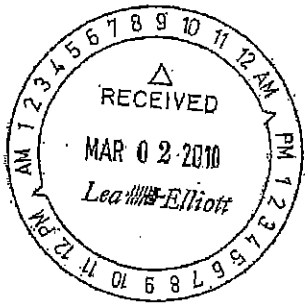
As per your request, please find attached our updated revision of the above subject considering our latest extended Substantial Completion Date per Work Order # 1-46.

Should you have any question, please contact us.

Sincerely,

Manuel Novoa
Assistant Manager

cc: Mr. Gino M. Antoniello (SCOA) Mr. Toshio Hirasawa (MHI)



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MITSUBISHI MIA APM PROJECT

SCOA Team APM Project Office,
MIA-NTD Bldg. 3030 2nd Floor,
Miami, FL., 33159
Tel No.: 786-662-3520
Fax No.: 786-662-3528

MAPM-SCOA-0113

February 5, 2010

Attention: **Mr. Gino Antoniello**
Vice President
SUMITOMO CORPORATION OF AMERICA
600 Third Avenue New York
TEL: 212-207-0669, FAX: 212-207-0845

Project: MIA NORTH TERMINAL APM SYSTEM, Contract No.: MIA-702-R-2

Subject: MHI's revised narrative of Escalation for Operation & Maintenance provision (Ref. MAPM-SCOA-0063, Oct. 12, 2007)

Dear Sir,

We are pleased to submit our revised narrative and amount of escalation for Operation and Maintenance provision regarding to the extended substantial completion in Work order 1-46 as requested by L+E.
Please let us know if you have any questions.

Yours faithfully,

MIA APM PROJECT OFFICE

Toshio Hirasawa
Project Manager
CC to Mr. T.Yamamoto (MHIA-NY), MHI Mihara

Operation & Maintenance Provision

The Narrative for Escalation

for Miami International Airport

North Terminal APM System

February 5, 2010

Mitsubishi Heavy Industries America, Inc.

ROM figures for O&M Contract

In October 2007, pursuant to Change Order #3 and based on a Substantial Completion Date of October 31, 2009, we submitted our narrative and calculations for escalation in accordance with OMGR Section 4.1.

Since that time, there have been further delays and Work Order 1-46 extended the Substantial Completion Date to September 15, 2010.

This narrative explains the background and calculation features of the O&M escalation based on the recently extended Substantial Completion date, pursuant to Work Order 1-46 (Project No. 702B).

We are re-submitting the escalation using the latest Consumer Price Index and other latest published indices as per Attachment A. This escalation calculation is based on the CPI of Miami area from the Bureau of Labor Statistics and also we have adopted PPI 10 and WPI117 as stated in the contract documents. The website did not have the Miami Dade County CPI, however, since it is the CPI for Miami, we believe it provides a relatively accurate projection of the escalation.

Finally the year for escalation is from September 1999, the date of bid, to September 2010, expected date of O&M in accordance with the applicable O&M Provisions and Instructions. Applicable indexes are attached in attachment B.

We believe that this explanation clarifies the basis and calculation method attached herewith and please feel free to contact us for further clarification.

Attachment A

Yearly chart

BAFO for O&M (Base) at Sep 1999

			Year 1	Year 2	Year 3	Year 4	Year 5	Demobilization	Option	Total	
			(USD)	(USD)	(USD)	(USD)	(USD)	(USD)	(USD)	(USD)	
OMP-LS (Labor)			3,116	3,112	3,348	3,348	3,348				
OMP-MS (Spares)			1,140	1,126	1,122	1,122	1,122				
OMP-MS (Expenses)								63	240		
			4,256	4,238	4,471	4,471	4,471	63	240	22,210	···①

Adjusted Price for O&M at August 2010

	Index	Escalation Ratio (Sep 99- Sep 10)	Year 1	Year 2	Year 3	Year 4	Year 5	Demobilization	Option	Total	
			(USD)	(USD)	(USD)	(USD)	(USD)	(USD)	(USD)	(USD)	
OMP-LS (Labor)	CPI (Miami)	1.401	4,365	4,360	4,691	4,691	4,691				
OMP-MS (Spares)	(WPI+PPI)/2	1.277	1,456	1,438	1,433	1,433	1,433				
OMP-MS (Expenses)	CPI (Miami)	1.401						88	337		
			5,821	5,798	6,123	6,123	6,123	88	337	30,415	···②
									②-①	8,205	

MHI Price for escalation *USD* *8,205,163*

172

166

Escalation calculation

CPI — Refer to attached index of CPI

Series ID:	CUURA320SA0,CUUSA320SA0	
Area:	Miami-Fort Lauderdale, FL	
1999 Sep		162.30
2009 Dec		222.94
	Index Difference	60.64
	Increased CPI	37.36%
	Annual Increase	3.65%
	Expected NTP for O&M	*2010-Sep*
		40.10%

PPI 10 — Refer to attached index of PPI-Commodities

Series ID:	WPU10	
Item:	Metals and metal products	
1999 Sep		125.50
2009 Dec		196.00
	Index Difference	70.50
	Increased PPI	56.18%
	Annual Increase	5.48%
	Expected NTP for O&M	*2010-Sep*
		60.29%

WPI117 — Refer to attached index of WPI-Commodities

Series ID:	WPU117	
Item:	Electrical machinery and equipment	
1999 Sep		119.20
2009 Dec		113.80
	Index Difference	-5.40
	Increased PPI	-4.53%
	Annual Increase	-0.44%
	Expected NTP for O&M	*2010-Sep*
		-4.86%

Average of PPI 10 and WPI 117 — 27.71%

Attachment B

Databases

Change Output Options: From: 1999 To: 2009 GO

Include graphs

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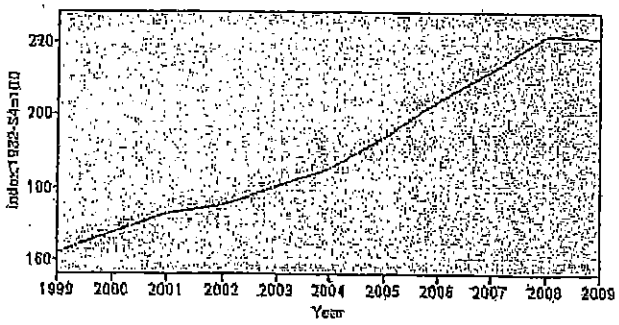
Data extracted on: February 4, 2010 (11:14:11 AM)

Consumer Price Index - All Urban Consumers

Series Id: CUURA320SA0,CUUSA320SA0
Not Seasonally Adjusted
Area: Miami-Fort Lauderdale, FL
Item: All items
Base Period: 1982-84=100



Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
1999		161.4		161.7		161.3		162.3		164.1		164.8	162.4	161.4	163.4
2000		165.9		166.9		168.0		168.4		169.6		169.5	167.8	166.7	169.0
2001		171.9		172.8		173.5		173.5		174.2		173.1	173.0	172.4	173.6
2002		175.0		175.0		174.4		175.2		177.0		177.9	175.5	174.7	176.4
2003		180.3		180.6		179.4		180.9		181.6		181.6	180.6	180.0	181.2
2004		183.6		185.2		185.6		185.1		187.0		188.6	185.6	184.5	186.6
2005		190.6		193.2		192.6		195.6		198.8		197.4	194.3	191.8	196.9
2006		202.2		203.8		203.8		205.6		204.8		205.4	203.9	202.7	205.1
2007		207.989		210.904		212.820		213.127		215.159		217.319	212.390	209.955	214.826
2008		219.082		221.324		225.079		225.473		223.699		218.324	222.119	221.180	223.059
2009		220.589		220.740		221.485		221.306		222.416		222.943	221.387	220.674	222.100

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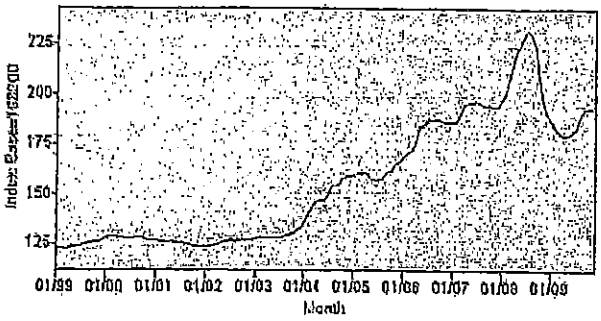
Producer Price Index-Commodities

Series Id: WPU10
Not Seasonally Adjusted
Group: Metals and metal products
Item: Metals and metal products
Base Date: 198200



Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
1999	123.5	123.4	122.9	123.1	123.8	123.8	124.4	124.9	125.5	126.3	126.6	127.3	124.6
2000	128.3	128.8	128.7	128.6	128.2	127.9	128.0	128.0	128.4	127.9	126.8	126.9	128.1
2001	126.9	126.6	126.6	126.0	126.1	125.8	125.5	125.0	124.9	124.1	123.6	123.6	125.4
2002	123.7	124.0	124.5	125.0	125.6	126.4	126.8	126.6	127.1	127.0	127.3	127.2	125.9
2003	127.6	128.3	128.5	128.2	128.3	128.3	128.4	129.0	129.5	130.2	131.4	133.1	129.2
2004	135.9	140.2	143.9	146.5	147.0	147.3	151.3	154.0	154.7	157.1	158.6	159.0	149.6
2005	160.1	160.5	160.4	161.1	159.4	157.6	157.4	158.4	161.1	161.9	165.0	166.7	160.8
2006	168.6	170.9	172.0	176.9	184.2	184.9	187.5	187.0	187.7	187.3	186.0	186.5	181.6
2007	185.7	187.2	191.1	195.4	196.3	195.9	196.6	195.5	194.5	195.0	194.3	194.1	193.5
2008	197.5	201.8	208.0	217.6	223.4	226.9	231.8	230.9	223.7	209.1	195.9	189.7	213.0
2009	187.0	183.9	181.7	179.9	180.5	181.7	183.5	189.1	192.8(P)	193.6(P)	193.3(P)	196.0(P)	186.9(P)

P : Preliminary. All indexes are subject to revision four months after original publication.

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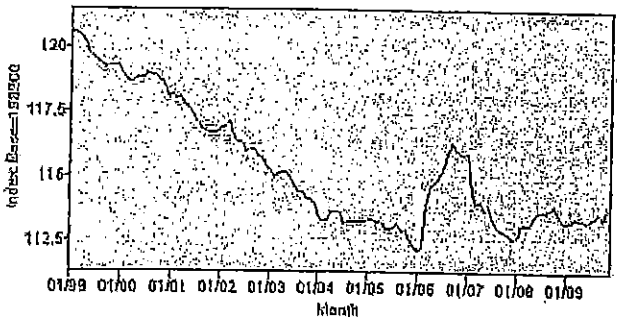
Producer Price Index-Commodities

Series Id: WPU117
Not Seasonally Adjusted
Group: Machinery and equipment
Item: Electrical machinery and equipment
Base Date: 198200



Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
1999	120.6	120.6	120.5	120.3	119.8	119.6	119.5	119.4	119.2	119.3	119.3	119.3	119.8
2000	119.0	118.8	118.6	118.7	118.8	118.8	119.0	118.9	118.9	118.7	118.6	118.1	118.7
2001	118.2	118.0	118.1	117.8	117.7	117.4	117.1	116.9	116.8	116.7	116.7	116.7	117.3
2002	116.9	116.9	117.1	116.6	116.4	116.4	116.0	116.1	116.1	115.8	115.8	115.4	116.3
2003	115.3	115.0	115.1	115.2	115.2	114.9	114.6	114.4	114.4	114.2	114.2	114.0	114.7
2004	113.5	113.3	113.4	113.7	113.7	113.7	113.2	113.3	113.3	113.3	113.3	113.3	113.4
2005	113.4	113.4	113.3	113.3	113.1	113.0	113.1	113.2	112.9	113.0	112.8	112.3	113.0
2006	112.2	112.3	114.0	114.7	114.8	115.0	115.3	116.0	116.4	116.1	116.0	115.9	114.9
2007	116.0	114.5	114.0	114.1	113.7	114.0	113.4	113.1	113.0	112.9	112.8	112.6	113.7
2008	112.7	113.2	113.2	113.2	113.5	113.7	113.7	113.7	113.8	114.0	113.6	113.3	113.5
2009	113.3	113.3	113.5	113.4	113.4	113.3	113.4	113.5	113.7(P)	113.4(P)	113.8(P)	113.8(P)	113.5(P)

P : Preliminary. All indexes are subject to revision four months after original publication.

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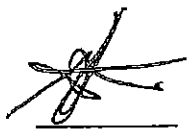
APPENDIX F

Corporate Guaranty



CORPORATE GUARANTY FROM SUMITOMO CORPORATION OF AMERICA AND MITSUBISHI HEAVY INDUSTRIES AMERICA, INC.

THIS GUARANTY (this "Guaranty") is given this 9 day of April, 2010, to the Miami-Dade Aviation Department ("Owner"), by Sumitomo Corporation of America, a corporation organized under the laws of the State of New York ("SCOA"), and Mitsubishi Heavy Industries America, Inc., a corporation organized under the laws of the State of Delaware ("MHIA," together with SCOA referred to as "Guarantors" and individually as a "Guarantor").

WITNESSETH:

WHEREAS, Owner contracted for the construction of an Automated People Mover System ("APM") connecting certain terminals at Miami International Airport;

WHEREAS, Guarantors supplied and installed the APM as part of Contract number B702B ("Supply/Installation Contract");

WHEREAS, at the time of bidding on the APM Installation Contract Guarantors also made an offer for Operations and Maintenance Service (the "O&M Offer") that was accepted by Owner;

WHEREAS, Guarantors have created a new joint venture Crystal Mover Services, Inc. ("Contractor") that Guarantors wish to use nationwide to perform the operation and maintenance of automated people movers that Guarantors have installed, including the APM;

WHEREAS, Guarantors desire to have the Contractor to perform the services offered in the O&M Offer and to whereas Owner has entered directly into Operations and Maintenance Agreement dated _____ with Contractor ("O&M Agreement"); and

WHEREAS, Owner will consent to contracting directly with the Contractor in the O&M Agreement as long as Guarantors guarantee that they will perform all of the obligations under the O&M Agreement if Contractor is unable to perform those obligations or the Contractor's rights to perform those obligations under the O&M Agreement are terminated by Owner;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Guarantors hereby agree as follows:

1. Guarantee. Guarantors, jointly and severally, hereby absolutely, unconditionally and irrevocably guarantee to Owner that if Contractor shall fail or refuse to perform or cause to be performed any duty, obligation, warranty, guarantee or responsibility imposed upon Contractor under the O&M Agreement, Guarantors will, upon receipt of written notice of such failure and demand by Owner, perform or cause to be performed such duty, obligation, warranty, guarantee or responsibility in accordance with the O&M Agreement, subject to all of the rights, setoffs, counterclaims and other defenses of Contractor under the O&M Agreement..

2. Unconditional Obligation. This is a guarantee of payment and performance and not of collection. The liability of Guarantors under this Guaranty is direct, irrevocable and not conditional or contingent upon the pursuit of any remedies against Contractor or any other person or entity, nor upon any other recourse available to Owner, its successors, endorsees, transferees, or assigns. Guarantor waives any and all rights it may now or in the future have under law or in equity to require either that an action be brought against Contractor or any other person or entity as a condition to proceeding against Guarantors, or to require that action be first taken against any security given by Contractor or Guarantors.

3. Absolute Obligation. The obligations of Guarantors under this Guaranty are absolute, provided, however that Guarantors reserve to themselves all rights, setoffs, counterclaims and other defenses to which Contractor is or may be entitled in connection with the O&M Agreement, except that the obligations of Guarantors under this Guaranty shall not be affected, reduced, modified or impaired upon the happening of any of the following events:

(a) the failure to give notice to Guarantor of the occurrence of a default under the terms and provisions of the O&M Agreement;

(b) the change, modification or amendment of any obligation, duty, guarantee, warranty, responsibility, covenant or agreement (including without limitation Change Orders) set forth in any of the O&M Agreement;

(c) any failure, omission, delay by or inability on the part of Owner to assert or exercise any right, power or remedy conferred upon Owner under the O&M Agreement or this Guaranty;

(d) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of any of Contractor's assets, the receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization of, or similar proceedings affecting Contractor or Guarantor or any of the assets of Contractor or Guarantor;

(e) the merger or consolidation of Contractor into or with any corporation or other entity, or Contractor's loss of its separate corporate identity or its ceasing to be an affiliate of Guarantors;

(f) any action by Owner under the O&M Agreement granting indulgence or extension of time for payment to Contractor or any other surety; or

(g) the assignment of any right, title or interest of Owner in the O&M Agreement to any other person or entity.

4. Waiver of Notice. Guarantors hereby waive notice of (a) Owner's acceptance and reliance on this Guaranty; (b) default or demand in the case of default, provided such notice or demand has been given to or made upon Contractor; and (c) any indulgences, extensions or consents granted to Contractor or any other surety. Guarantors waive promptness, diligence, presentment, demand of payment or enforcement and any other notice with respect to any of the guaranteed obligations and this Guaranty.

5. Subrogation Rights. Any subrogation rights of Guarantors arising by reason of any payments made under this Guaranty shall be subordinate to the performance in full by Contractor of all obligations under the O&M Agreement, including, without limitation, payment in full of all amounts which may be owing by Contractor to Owner thereunder.

6. Term. This Guaranty shall remain in full force and effect until the expiration of the O&M Agreement (as may be extended pursuant to the terms of the O&M Agreement).

7. Assignment. This Guaranty shall inure to the benefit of Owner, its successors and assigns and shall be binding upon Guarantors and their respectives successors and permitted assigns. Owner may at any time assign this Guaranty to any person or entity to whom Owner assigns the O&M Agreement in accordance with the terms thereof, including a collateral assignment of Owner's right, title and interest in and to this Guaranty in connection with obtaining financing for the Project. Guarantors may not assign this Guaranty without the prior written consent of Owner.

8. Representations and Warranties. Guarantors hereby represent, warrant and covenant that:

(a) entering into this Guaranty and performance hereunder (i) is not an event of default or otherwise contrary to any obligation by which either Guarantor may be bound, and (ii) will not result in the creation or imposition of any lien upon any property of either Guarantor;

(b) Guarantors are corporations duly incorporated, validly existing and in good standing under the laws of their respective states of incorporation and are duly qualified and in good standing in each jurisdiction where the failure to so qualify and be in good standing would materially and adversely affect their

ability to perform their obligations under this Guaranty, and Guarantors will maintain their existence and remain in good standing under such laws;

(c) the execution and delivery by Guarantors of this Guaranty, and the performance by Guarantors of their obligations hereunder (i) are within Guarantors' corporate powers, (ii) have been duly authorized by all necessary action, (corporate or otherwise), (iii) do not contravene any law or regulation applicable to or binding on Guarantors or any of their properties, and (iv) do not require the consent or approval of any person or entity which has not already been obtained;

(d) no litigation, investigation or proceedings of or before any arbitrator or governmental authority is pending or, to Guarantors' knowledge, threatened by or against Guarantors or its subsidiaries or against any of such parties' properties or revenues which, if adversely determined, would be reasonably likely to have a material adverse effect on the business, operations, property or financial condition of the Guarantors or .any of their subsidiaries; and

(e) this Guaranty constitutes the legal, valid and binding obligation of Guarantors enforceable against Guarantors in accordance with its terms.

9. Severability. The invalidity or unenforceability of any provision of this Guaranty shall not affect the validity or enforceability of the remaining provisions of this Guaranty, which shall be enforced to the greatest extent permitted by law.

10. Non-Exclusive Remedies. No remedy herein conferred upon or reserved to Owner hereunder is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Guaranty, the O&M Agreement or hereafter existing at law or in equity or by statute. No single or partial exercise by Owner or its successors or assigns of any right or remedy shall preclude any further exercise thereof.

11. Waivers. No delay or omission to exercise any right or power of Owner shall impair any such fight or power or shall be construed to be a waiver thereof. No waiver of any right of Owner under this Guaranty shall be effective unless made pursuant to an instrument in writing duly executed by Owner.

12. Notices. All notices permitted or required to be given under this Agreement shall be in writing and shall be deemed duly given when sent by transmission via overnight delivery (i.e. Federal Express, U.P.S., etc.), by personal delivery or on the seventh (7th) day following the date on which such notice is deposited in the mail, postage, prepaid, certified, return receipt requested. All notices shall be delivered or sent to the parties at their respective address(es) or number(s) shown below or to such other address(es) or number(s) as a party may designate by prior written notice given in accordance with this provision to the other party:

If to Owner:

Carlos E. Jose
Facilities Maintenance Division
Assistant Aviation Director
P.O. Box 025504
Miami, FL 33102-5504

If to Guarantors:

Gino M Antoniello
Vice President
Transportation Systems & Equipment
Sumitomo Corporation of America
600 Third Avenue
New York, NY 10016

13. Amendment. No amendment of this Guaranty shall be effective unless made pursuant to an instrument in writing duly executed by each of Owner and Guarantors.

14. Governing Law; Consent to Jurisdiction. This Guaranty shall in all respects be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any choice of law rules thereof which may direct the application of the laws of another jurisdiction.

15. Costs of Enforcement. Guarantors shall pay and indemnify Owner for all costs, expenses, and damages actually incurred (including, without limitation, attorneys' fees and other legal expenses) if Owner is the prevailing party in connection with any finally decided action or appeal to enforce the obligations of Guarantors under this Guaranty.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date first written above.

"Guarantors"

SUMITOMO CORPORATION OF AMERICA

By:_____

Name: GINO M. ANTONIELLO

Title: VICE PRESIDENT

and

MITSUBISHI HEAVY INDUSTRIES AMERICA, INC.

By:_____

Name: Hiromichi Morimoto

Title: President & CEO

Acknowledged and accepted by:

"Owner"

Miami-Dade Aviation Department

By:_____

Name: JOSE ABREU

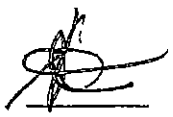
Title: DIRECTOR

Approved as to form and legal sufficiency

Assistant County Attorney

APPENDIX G

Vendor Registration Package and Affidavits



Miami-Dade County
Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective July 1, 2008, vendors are required to complete a *new* Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. 702-B

Federal Employer Identification No. (FEIN): 32-0271529

Contract Title: Operation & Maintenance Agreement

Affidavits and Legislation/Governing Body

1.	*Miami-Dade County Ownership Disclosure* *Sec. 2-8.1 of the County Code*	6.	*Miami-Dade County Vendor Obligation to County* *Sec. 2-8.1 of the County Code*
2.	*Miami-Dade County Employment Disclosure* *County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code*	7.	*Miami-Dade County Code of Business Ethics* *Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1 (c) of the County Code*
3.	*Miami-Dade County Employment Drug-free Workplace Certification* *Sec. 2-8.1.2(b) of the County Code*	8.	*Miami-Dade County Family Leave* *Article V of Chapter 11 of the County Code*
4.	*Miami-Dade County Disability Non-Discrimination* *Article 1, Section 2.8.1.6 Resolution R182-00 amending R-385-95*	9.	*Miami-Dade County Living Wage* *Sec. 2-8.9 of the County Code* (Not applicable)
5.	*Miami-Dade County Debarment Disclosure* *Section 10-38 of the County Code*	10.	*Miami-Dade County Domestic Leave and Reporting* *Article 8, Section 11A-60, 11A-67 of the County Code*

Michio Koizumi
Printed Name of Affiant

President & CEO
Printed Title of Affiant

Signature of Affiant

Crystal Mover Services, Inc.
Name of Firm

4/19/2010
Date

815 NW 57th Ave, Ste 217, Miami, FL 33126
Address of Firm (include State, Zip Code)

Notary Public Information

Notary Public – State of FLORIDA County of PALM BEACH

Subscribed and sworn to (or affirmed) before me this 19TH day of, APRIL 2010

by MICHIO KOIZUMI He or she is personally known to me ☒ or has produced I.D. ☐

Type of identification produced —

Anthony S Rehak
Signature of Notary Public

DD 934687
Serial Number

Notary Public State of Florida
Anthony S Rehak
My Commission DD934687
Expires 12/17/2013
Printed, Stamped or Typed Name of Notary Public

12/17/2013
Expiration Date

Notary Public Seal

180

AR-2 186

12/08 CSBE AR

113.1

Miami-Dade County

VENDOR REGISTRATION PACKAGE

(Business Entity Registration Application)

Department of Procurement Management
Vendor Assistance Unit
111 NW 1st Street, Suite 1300, Miami, Florida 33128-1974
Telephone: 305-375-5773 Fax No: 305-375-5409
www.miamidade.gov/dpm

Please type or complete in ink and forward package by mail or in person to the address above.

Prospective vendors are required to complete a Vendor Registration Package prior to the award of any County contract. It is the vendor's responsibility to keep information current, complete and accurate, by submitting any modifications to the Department of Procurement Management, Vendor Assistance Unit.

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)

In order to establish a file for your firm, you must enter your firm's FEIN or if none, the owner's Social Security Number. This number becomes your "County Vendor Number".

Please enter your Federal Employee Identification Number (FEIN) or your Social Security Number (SSN).

☒ F.E.I.N. 32-0271529

☐ S.S.N. _____

The Vendor Registration Package is comprised of the following four sections. All sections must be completed and submitted.

Section 1:	General Business Information	Pages 1-4
Section 2:	Vendor Affidavits Form (Requires Notarized Signature)	Pages 5-8
Section 3:	Vendor Commodity Codes Selection Checklist	Pages 9-14
Section 4:	Vendor Document Checklist and Additional Government Forms	Page 15

SECTION 1: GENERAL BUSINESS INFORMATION (pages 1-4)

1. NAME OF BUSINESS:

Enter the name of the entity, individual(s), partners, or corporation; followed by any other name used to do business (DBA). This business name shall appear on all invoices submitted to the County.

CRYSTAL MOWER SERVICES, INC.
Name of Entity, Individual(s), Partners or Corporation

Doing Business As (If same as above leave blank)

2a. COMPANY BUSINESS ADDRESS:

Enter the physical address for the main office.

815 NW 57TH AVE #217
Street Address (P.O. Box Numbers are not permitted)

Miami | Florida | 33126
City | State | Zip Code

2b. MAILING ADDRESS:

Enter the business mailing address only if different from above. (Leave blank if address is the same as above).

Street Address (or P. O. Box Number)

City | State | Zip Code

2c. PAYMENT REMITTANCE ADDRESS:

Enter the company address where payment of invoices is to be mailed. (Enter even if same as above).

815 N.W. 57th AVENUE #217
Street Address (or P.O. Box)

MIAMI | FLORIDA | 33126
City | State | Zip Code

3. *OTHER AFFILIATE:*
Enter name and address of Business Affiliate, i.e. parent company or subsidiary with the same Federal Employer Identification Number (FEIN) as firm submitting vendor application.

☐ Parent Company ☐ Subsidiary

Name of Firm

Street Address

City | State | Zip Code

4. *CONTACT PERSON:*
Enter your firm's contact person's name and title.

☒ Mr. ☐ Ms. ☐ Mrs.

JOHN (First Name) J. (MI) CHAMP (Last Name)

VICE PRESIDENT - OPERATIONS & MAINTENANCE
Title:

5. *FIRM'S TELEPHONE NUMBERS:*
Enter your firm's telephone number(s) and include Miami-Dade County, long distance or 800 numbers if available, and the fax number for the contact person named above. Enter your firm's e-mail address, if any. Solicitation notices will be e-mailed to this address. If no e-mail address is provided, solicitation notices will be forwarded via fax or to the business mailing address.

Telephone Number: 786-476-5985
Fax Number: 786-476-6056
Toll Free Number:
E-mail address:

6. *TYPE OF BUSINESS ORGANIZATION:*
Place a checkmark next to the applicable item that describes the type of organization for your firm and enter additional information as requested for that item. If incorporated, a copy of the company Certificate of Incorporation and Form 8109 (Federal Tax Deposit Coupon) shall be submitted as verification of the company name and Federal Employer Identification Number (FEIN). If using a Social Security Number (SSN), a copy of the Social Security card shall be submitted. Also, If a corporation that trades in stock ownership in a public stock exchange market, check "Publicly Traded Corporation" and name the stock exchange market of registration and symbol.

☒ Corporation – Incorporated in the State of: DELAWARE
☐ Publicly Traded Corporation: Stock Exchange Market of Registration: _____ Symbol: _____
☐ Partnership:
☐ Sole Proprietorship (One Individual Owner):
☐ Not-for-Profit Organization:
☐ Other (Specify):

7. *YEARS FIRM HAS BEEN IN BUSINESS:*

☐ Less than 1 year ☒ 1-5 years ☐ 6 to 10 years ☐ 10+ years

8. PRINCIPALS AND OWNERSHIP:

Please provide the full legal name and business address (Post office box addresses will not be accepted) of all individuals having any interest in a resulting contract. For a corporation, information shall be provided for each officer, director and stockholder holding, directly or indirectly, five (5) percent or more of outstanding stock (please indicate percent of ownership for each). For partnerships, the foregoing information shall be provided for each partner. For a trust, the foregoing information shall be provided for the trustee and each beneficiary of the trust. If publicly traded corporation or owned by other corporation, indicate so in space provided for below. (Duplicate page if needed for additional names).

FULL LEGAL NAME	TITLE	ADDRESS	% OF OWNERSHIP
Other Corporations:			
Mitsubishi Heavy Industries America, Inc.		630 Fifth Ave, Ste 2650, New York, NY 10111	60 %
Sumitomo Corporation		1-8-11, Harumi, Chuo-ku, Toko, 104-8610, Japan	30 %
Sumitomo Corporation of America		600 Third Ave, New York, NY 10016-2026	10 %

9. TYPE OF BUSINESS: (Indicate by checkmark and identify type of commodity and/or service)

	Commodities/ Services
☐ Manufacturer or Producer	
☐ Dealer or Distributor	
☒ Maintenance or Repair	Operations & Maintenance on Automated People Movers
☐ Rental or Lease	
☐ Construction Contractor	
☐ Professional Services	
☐ Other _____	

10. TOTAL NUMBER OF EMPLOYEES: 37

11. THE MIAMI-DADE COUNTY (MDC) CONFLICT OF INTEREST AND CODE OF ETHICS ORDINANCE 2-11.1 requires all Miami-Dade County employees and board members to seek a conflict of interest opinion prior to submittal of a bid, response or application of any type to contract with Miami-Dade County by the person or any member of his or her immediate family. Immediate family is defined as spouse, parents, sons and daughters. Pursuant to the ordinance, Miami-Dade County may not award a contract to any covered person who has not received an ethics opinion or a waiver from the Board of County Commissioners.

If you answer yes to questions 11a or 11b below, you are required to obtain a Conflict of Interest Opinion from the Miami-Dade County Commission on Ethics and Public Trust (COE) concerning the relationship of the County employee to the officers or principals of your firm. An opinion from the COE is required prior to the receipt or approval of the vendor application by the Miami-Dade County, Department of Procurement Management. Submit request for a written Conflict of Interest Opinion to: Miami-Dade County Commission on Ethics and Public Trust, 19 West Flagler Street, Suite #820, Miami, Florida, 33130 or fax to (305) 579-0273. Please contact the COE at (305) 579-2594 for further information. It is the responsibility of the vendor to forward the vendor application and the Conflict of Interest Opinion to the Miami-Dade County, Department of Procurement Management for processing.

11a. *ARE ANY OF THE OWNERS/PRINCIPALS IN THE FIRM, A MIAMI-DADE COUNTY EMPLOYEE(S), MIAMI-DADE COUNTY ELECTED OFFICIAL OR BOARD MEMBER?*

YES _____ NO ✓ If "yes", complete the information below (use duplicate form for multiple relationships)

Miami-Dade County Employee Name: _____

Owner/ Principal Name: _____

Miami-Dade County Employee I.D. #: _____ Miami-Dade County Department where Employee works: _____

Position Held: _____ County Employee Hire Date: _____

11b. *ARE ANY IMMEDIATE FAMILY MEMBERS OF THE OWNERS/PRINCIPALS IN THE FIRM, A MIAMI-DADE COUNTY EMPLOYEE, MIAMI-DADE COUNTY ELECTED OFFICIAL OR BOARD MEMBER?*
(Immediate family is defined as spouse, parents, sons and daughters)

YES _____ NO ✓ If "yes", complete the information below (use duplicate form for multiple relationships)

Miami-Dade County Employee Name: _____

Owner/ Principal Name: _____ Owner/Principal relationship to County Employee: _____

Miami-Dade County Employee I.D. #: _____ Miami-Dade County Department where Employee works: _____

Position Held: _____ County Employee Hire Date: _____

AFFIRMATIONS AND SIGNATURES

The undersigned hereby certifies that the foregoing statements are true and correct and include all of the material necessary to identify and explain the operation of the business described herein as well as the ownership of it. The undersigned agrees to provide Miami-Dade County with current, complete and accurate information for each project contracted and for all proposed changes in any contractual agreement. Misrepresentations shall be grounds for terminating any contract.

Signed this (date): 19th day of: April 20 10

Sign by: [signature] Name of Firm: Crystal Maker Services, Inc.

Print Name: Michio Koizumi Title: President & CEO

Miami-Dade County

VENDOR AFFIDAVITS FORM

(Uniform County Affidavits)

Department of Procurement Management
Vendor Assistance Unit
111 NW 1st Street, Suite 1300, Miami, Florida 33128-1974
Telephone: 305-375-5773 Fax No: 305-375-5409
www.miamidade.gov/dpm

The completion of the Vendor Affidavits Form allows vendors to comply with affidavit requirements outlined in Section 2-8.1 of the Code of Miami-Dade County. Vendors are required to have a complete Vendor Registration Package on file, including required affidavits, prior to the award of any County contract.

It is the vendor's responsibility to keep all affidavit information up to date and accurate by submitting any modifications to the Department of Procurement Management, Vendor Assistance Unit.

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)

In order to establish a file for your firm, you must enter your firm's FEIN or if none, the owner's Social Security Number. This number becomes your "County Vendor Number".

Please enter your Federal Employee Identification Number (FEIN) or your Social Security Number (SSN).

☑ F.E.I.N. 32-0271529

☐ S.S.N. _____

SECTION 2: VENDOR AFFIDAVITS FORM (pages 5-8)

Crystal Mover Services, Inc.
Name of Entity, Individual (s), Partners, or Corporation

Doing Business As (If same as above, leave blank)

815 NW 57th Ave, Ste 217, Miami, FL 33126
Street Address (Post Office addresses are not acceptable)

1. MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT
(Sec. 2-8.1 of the Miami-Dade County Code)

a. Firms registered to do business with Miami-Dade County must fully disclose their legal name, physical address and ownership. Publicly traded Corporations are exempt from this requirement, but must indicate by letter that it is a Publicly Traded Corporation and include the name of the stock exchange market and symbol where registered.

If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. (Post Office addresses are not acceptable). *(Duplicate page if needed for additional names).*

If no officer, director or stockholder owns (5%) or more of stock, please write "None" below.

FULL LEGAL NAME	TITLE	ADDRESS	% OF OWNERSHIP
Mitsubishi Heavy Industries America, Inc.		630 Fifth Ave, New York NY 10111	60%
Sumitomo Corporation	1-8-11, Harumi,	Chuo-ku, Tokyo, 104-8610 Japan	30%
Sumitomo Corporation of	America	600 Third Avenue New York NY 10016-2026	10%

b. Provide the full legal names and business addresses of any other individuals (other than subcontractors, material men, suppliers, laborers, or lenders) that have, or will have, any interest (legal, equitable beneficial or otherwise) in the contract or business transaction with Miami Dade County (Post Office addresses are not acceptable). *If "None", please indicate in space below:*

FULL LEGAL NAME	TITLE	ADDRESS	% OF OWNERSHIP

2. *MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT*
(County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the Miami-Dade County Code)

The following information is for compliance with all items in the aforementioned Section:

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:

White		Black		Hispanic		Other	
Males	9	Males	4	Males	18	Males	2
Females	1	Females	0	Females	0	Females	3

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance. MM

3. *MIAMI-DADE COUNTY EMPLOYMENT DRUG-FREE WORKPLACE CERTIFICATION*
(Section 2-8.1.2(b) of the Miami- Dade County Code)

All persons and entities that contract with Miami-Dade County are required to certify that they will maintain a drug-free workplace and such persons and entities are required to provide notice to employees and to impose sanctions for drug violations occurring in the workplace.

In compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, the above named firm is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

1. Danger of drug abuse in the workplace
2. The firms' policy of maintaining a drug-free environment at all workplaces
3. Availability of drug counseling, rehabilitation and employee assistance programs
4. Penalties that may be imposed upon employees for drug abuse violations

The firm shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms of the drug-free workplace policy and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination. Firms may also comply with the County's Drug Free Workplace Certification where a person or entity is required to have a drug-free workplace policy by another local, state or federal agency, or maintains such a policy of its own accord and such policy meets the intent of this ordinance.

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance. MM

4. *MIAMI-DADE COUNTY DISABILITY AND NONDISCRIMINATION AFFIDAVIT*
(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95 of the Miami-Dade County Code)

Firms transacting business with Miami-Dade County shall provide an affidavit indicating compliance with all requirements of the Americans with Disabilities Act (A.D.A.).

I, state that this firm, is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor shall comply with all applicable requirements of the laws including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. Sections 225 and 611 including Titles I, II, III, IV and V.
The Rehabilitation Act of 1973, 29 U.S.C. Section 794
The Federal Transit Act, as amended, 49 U.S.C. Section 1612
The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

I, hereby affirm that I am in compliance with the below sections:

Section 2-10.4(4)(a) of the Code of Miami-Dade County (Ordinance No. 82-37), which requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with Miami-Dade County.

Section 2-8.1.5 of the Code of Miami-Dade County, which requires that firms that have annual gross revenues in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with Miami-Dade County. Firms that have a Board of Directors that are representative of the population make-up of the nation may be exempt.

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance. MM

5. *MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT*
(Section 10.38 of the Miami-Dade County Code)

Firms wishing to do business with Miami-Dade County must certify that its contractors, subcontractors, officers, principals, stockholders, or affiliates are not debarred by the County before submitting a bid.

I, confirm that none of this firms agents, officers, principals, stockholders, subcontractors or their affiliates are debarred by Miami-Dade County.

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance

6. *MIAMI-DADE COUNTY VENDOR OBLIGATION TO COUNTY AFFIDAVIT*
(Section 2-8.1 of the Miami-Dade County Code)

Firms wishing to transact business with Miami-Dade County must certify that all delinquent and currently due fees, taxes and parking tickets have been paid and no individual or entity in arrears in any payment under a contract, promissory note or other document with the County shall be allowed to receive any new business.

I, confirm that all delinquent and currently due fees or taxes including, but not limited to, real and personal property taxes, convention and tourist development taxes, utility taxes, and Local Business Tax Receipt collected in the normal course by the Miami-Dade County Tax Collector and County issued parking tickets for vehicles registered in the name of the above firm, have been paid.

I further affirm that this firm complies with Section 2-8.1, which requires that no individual or entity that is in arrears in any payment under a contract, promissory note or other document with the County shall be allowed to receive any new business.

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance

7. *MIAMI-DADE COUNTY CODE OF BUSINESS ETHICS AFFIDAVIT*
(Article 1, Section 2-8.1(f) and 2-11(b)(1) of the Miami-Dade County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)

Firms wishing to transact business with Miami-Dade-County must certify that it has adopted a Code that complies with the requirements of Section 2-8.1 of the County Code. The Code of Business Ethics shall apply to all business that the contractor does with the County and shall, at a minimum; require the contractor to comply with all applicable governmental rules and regulations.

I confirm that this firm has adopted a Code of business ethics which complies with the requirements of Sections 2-8.1 of the County Code, and that such code of business ethics shall apply to all business that this firm does with the County and shall, at a minimum, require the contractor to comply with all applicable governmental rules and regulations.

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance

8. *MIAMI-DADE COUNTY FAMILY LEAVE AFFIDAVIT*
(Article V of Chapter 11, of the Miami-Dade County Code)

Firms contracting business with Miami-Dade County, which have more than fifty (50) employees for each working day during each of twenty (20) or more work weeks in the current or preceding calendar year, are required to certify that they provide family leave to their employees.

Firms with less than the number of employees indicated above are exempt from this requirement, but must indicate by letter (signed by an authorized agent) that it does not have the minimum number of employees required by the County Code.

I confirm that if applicable, this firm complies with Article V of Chapter II of the County Code, which requires that firms contracting business with Miami-Dade County which have more than fifty (50) employees for each working day during each of twenty (20) or more work weeks in the current or preceding calendar year are required to certify that they provide family leave to their employees.

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance

9. *MIAMI-DADE COUNTY LIVING WAGE AFFIDAVIT*
(Section 2-8.9 of the Miami-Dade County Code)

All applicable contractors entering into a contract with the County shall agree to pay the prevailing living wage required by this section of the County Code.

I confirm that if applicable, this firm complies with Section 2-8.9 of the County Code, which requires that all applicable employers entering a contract with Miami-Dade County shall pay the prevailing living wage required by the section of the County Code.

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance

10. *MIAMI-DADE COUNTY DOMESTIC LEAVE AND REPORTING AFFIDAVIT*
(Article 8, Section 11A-60 - 11A-67 of the Miami-Dade County Code)

Firms wishing to transact business with Miami-Dade County must certify that it is in compliance with the Domestic Leave Ordinance.

I confirm that if applicable, this firm complies with the Domestic Leave Ordinance. This ordinance applies to employers that have, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during the current or preceding calendar year.

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance. MM

AFFIRMATION

I, being duly sworn, do attest under penalty of perjury that the entity is in compliance with all requirements outlined in the Miami-Dade County Vendor Affidavits 1 – 10, pages 5 through 8 of this Vendor Registration Package.

I also attest that I will comply with and keep current all statements sworn to in the above affidavits and registration application. I will notify the Miami-Dade County, Vendor Assistance Unit, immediately if any of the statements attested hereto are no longer valid.

MM
(Signature of Affiant)

4/19/2010
(Date)

Michio Koizumi President & CEO
Printed Name of Affiant and Title

NOTARY PUBLIC INFORMATION

Notary Public – State of: FLORIDA
State

PALM BEACH
County of

SUBSCRIBED AND SWORN TO (or affirmed) before me this 19 *day of* APRIL 20 10.

by MICHIO KOIZUMI *He or she is personally known to me* ☒ *Or has produced identification* ☐

Type of Identification Produced —

Signature of Notary Public – State of Florida
Notary Public State of Florida
Anthony S Rehak
My Commission DD934687
Expires 12/17/2013
Print or Stamp of Notary Public

DD 934687
(Serial Number)

12/17/2013
Expiration Date

Notary Public Seal

188

Miami-Dade County

VENDOR COMMODITY CODE SELECTION CHECKLIST

Department of Procurement Management
Vendor Assistance Unit
111 NW 1st Street, Suite 1300, Miami, Florida 33128-1974
Telephone: 305-375-5773 Fax No: 305-375-5409
www.miamidade.gov/dpm

Check the commodity codes below that identify those goods and services your company can supply. Once your Vendor Registration Package is processed, notification of solicitation opportunities for the commodities you select will be forwarded to your company. An update of your commodity selections can be made at any time by resubmitting a new Vendor Commodity Code Selection Checklist.

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)

In order to establish a file for your firm, you must enter your firm's FEIN or if none, the owner's Social Security Number. This number becomes your "County Vendor Number".

Please enter your Federal Employee Identification Number (FEIN) or your Social Security Number (SSN).

☑ F.E.I.N. 32-027/529

☐ S.S.N. _____

SECTION 3: CHECK THE ITEMS THAT APPLY TO YOUR BUSINESS *(pages 9-14)*

COMPANY NAME: Crystal Mover Services, Inc.

1. ADVERTISING SPECIALTIES/PROMOTIONAL ITEMS

- ☐ 080-00 Badges, Emblems, Nametags, Plates, etc.
- ☐ 350-00 Flags, Flag Poles, Banners and Accessories
- ☐ 578-84 Promotional and Advertising Items, Souvenirs
- ☐ 962-33 Engraving Services: Awards, Trophies, etc.
- ☐ 962-37 Flagpole Services
- ☐ 962-51 Laminating Services
- ☐ 962-52 Mapping Services

2. AIR CONDITIONING, HEATING, VENTILATION, CHILLER PLANTS

- ☐ 031-00 Air Conditioning, Heating and Ventilating Equipment, Parts and Accessories
- ☐ 740-00 Refrigeration Equipment and Accessories
- ☐ 962-23 Chemical Treatment Services of Boilers and Tower Water Plants

3. AIRCRAFT AND AIRPORT EQUIPMENT, ACCESSORIES, SUPPLIES AND SERVICES

- ☐ 035-00 Aircraft and Airport Equipment, Parts and Supplies
- ☐ 905-03 Aerial Patrolling Services (Not Survey)
- ☐ 905-05 Aerial Photography Services
- ☐ 905-10 Aerial Surveys (Including Wildlife Censuses)
- ☐ 905-12 Aircraft Crash Removal Services
- ☐ 905-14 Airplane/Helicopter Services (Not otherwise classified)
- ☐ 905-17 Airport Management Services
- ☐ 905-20 Air Rescue and Transfer of Patients
- ☐ 905-25 Aerial Crop Dusting and Seeding Services (All Kinds)
- ☐ 905-53 Pilot Training services
- ☐ 905-60 Removal Services of Rubber Deposits from Runways
- ☐ 905-70 Aircraft Storage Space Services (Not Building Lease)
- ☐ 906-06 Airport Services (Lighting, Fueling, Navigational Aids, etc.)

4. ANIMALS, LIVE - AND - DRUGS, FOOD, CARE SERVICES AND SUPPLIES

- ☐ 040-00 Live Animals
- ☐ 325-00 Feed, Bedding, Vitamins and Supplements for Animals
- ☐ 080-75 Pet Identification Tags
- ☐ 080-80 Wildlife Bands, Labels and Tags
- ☐ 962-06 Animal Care, Animal Shelter Service, etc.

5. APPAREL, UNIFORMS, GLOVES, SHOES, ETC.

- ☐ 200-00 Clothing, Apparel, Uniforms and Accessories
- ☐ 800-00 Shoes and Boots
- ☐ 962-78 Sewing and Alteration Services
- ☐ 962-80 Shoe and Boot Repair

6. APPLIANCES

- ☐ 045-00 Appliances and Equipment, Household Type
- ☐ 600-00 Laundry and Dry Cleaning Equipment, Accessories, Parts and Supplies

7. ART, CRAFT, PAINTINGS, MUSIC, ENTERTAINMENT

- ☐ 232-00 Crafts, General
- ☐ 233-00 Craft Supplies and Equipment
- ☐ 580-00 Musical Instruments, Accessories and Supplies
- ☐ 962-05 Amusement and Entertainment Services
- ☐ 962-63 Piano Tuning Services
- ☐ 962-72 Restoration/Preservation Services of Antiques, Costumes, Paintings and other Objects

8. AUDIO VISUAL EQUIPMENT, TV/BROADCAST AND PRODUCTION SERVICE EQUIPMENT

- ☐ 803-00 Sound Systems, Components, Group Intercom, Public Address Systems
- ☐ 855-00 Theatrical Equipment and Supplies
- ☐ 840-00 Television Equipment and Accessories

9. AUTOMOTIVE

- ☐ 025-00 Air Compressors and Accessories
- ☐ 055-00 Accessories for Vehicles
- ☐ 060-00 Automotive Maintenance Items
- ☐ 065-00 Automotive Bodies, Accessories and Supplies
- ☐ 070-00 Automotive Vehicles, Scooters, Trailers and related Transportation Equipment

- ☐ 075-00 Automotive Shop Equipment and Supplies
- ☐ 110-00 Belts and Belting
- ☐ 962-17 Bus and Taxi Services, Limousines and Vans
- ☐ 962-62 Pneumatic Tube, Maintenance and Repair
- ☐ 962-84 Tire Shredding Services
- ☐ 968-90 Vehicle Towing and Storage
- ☐ 962-85 Glass Tinting and Coating Services (Automotive and Buildings)

10. BAGS, CONTAINERS, ACCESSORIES

- ☐ 085-00 Bags, Bagging, Ties
- ☐ 100-00 Barrels, Kegs and Containers
- ☐ 320-00 Equipment and Supplies for Fastening, Packaging, Strapping and tying
- ☐ 510-00 Laundry Bags, Supplies, Baskets, Trucks, Accessories

11. BUILDING MATERIALS AND SUPPLIES

- ☐ 010-00 Acoustical Tile, Insulating Materials, etc.
- ☐ 135-00 Bricks and other Clay Products
- ☐ 150-00 Builder's Supplies
- ☐ 210-00 Concrete and Metal Culverts, Pilings, Septic Tanks, Accessories and Supplies
- ☐ 330-00 Fence Materials and Supplies
- ☐ 360-00 Floor Covering, Installation and Removal Equipment and Tools
- ☐ 440-00 Glass and Glazing Supplies
- ☐ 540-00 Lumber and Related Products
- ☐ 630-00 Paint, Wall Paper and Related Items
- ☐ 658-00 Pipe and Tubing
- ☐ 659-00 Pipe Fittings
- ☐ 670-00 Plumbing Equipment, Fixture and Supplies
- ☐ 745-00 Road and Highway Building Materials (Asphaltic)
- ☐ 750-00 Road and Highway Building Materials (Not Asphaltic)
- ☐ 770-00 Roofing Materials
- ☐ 360-00 Floor Covering Material and Supplies
- ☐ 670-00 Plumbing Equipment, Fixtures and Supplies

12. BUILDINGS AND STRUCTURES – MODULAR – FABRICATED AND PREFABRICATED

- ☐ 155-00 Modular, Prefabricated and Fabricated Buildings, Bridges, Shelters and other Structures

13. CHEMICALS, EPOXIES

- ☐ 180-00 Chemical Raw Material
- ☐ 190-00 Chemicals and Solvents
- ☐ 192-00 Cleaning Compositions, etc.
- ☐ 315-00 Epoxy Based Formulations for Adhesive, New Orleans, etc.
- ☐ 885-83 Flocculants, Polymeric
- ☐ 505-00 Laundry and Dry Cleaning Compounds and Supplies
- ☐ 885-00 Water and Wastewater Treatment Chemicals

14. COMMUNICATIONS/TELECOMMUNICATIONS EQUIPMENT AND SUPPLIES

- ☐ 725-00 Radio Communication, Telephone and Telecommunication Equipment, Supplies and Accessories
- ☐ 730-00 Radio Communication and Telecommunication Testing, Measuring and Analyzing Equipment and Accessories

15. CONSTRUCTION CONTRACTORS AND SUB-CONTRACTORS

- ☐ 906-00 Architect and other Professional Design Services
- ☐ 909-00 Building Construction Services
- ☐ 910-00 Building Maintenance and Repair Services
- ☐ 910-36 Air Conditioning Services
- ☐ 910-38 Asbestos Abatement
- ☐ 910-46 Lead Based Paint Abatement
- ☐ 910-60 Plumbing Services
- ☐ 918-00 Consulting Services
- ☐ 926-07 Air Conditioning Professional Services
- ☐ 962-16 Boring, Drilling, Testing and Sounding Services
- ☐ 962-18 Cable Construction Services, Installation/Maintenance (Fiber, Optics, Communication, Computer)
- ☐ 962-20 Septic Tank and Cesspool Cleaning and Maintenance Service
- ☐ 962-39 Hauling Services
- ☐ 962-64 Power Line Construction, Installation and Repair
- ☐ 962-96 Well Services (Including Oil, Gas & Water), Drilling, Plugging, Consulting, Maintenance, etc.
- ☐ 968-00 General Construction & Maintenance (Airport, Roadways, Utilities, Antenna Tower, Dredging Bridges, Demolition, Excavating, Wrecking and Removal, Sewer /Water/ Wastewater, Public Works Constructions, etc.)
- ☐ 968-20 Building Construction Contractor
- ☐ 968-43 Golf Course Construction, Repair and Maintenance
- ☐ 968-77 Surveying (Not Aerial or Research)
- ☐ 968-47 Inspection Services, Construction Type
- ☐ 988-00 Roadside, Grounds, Recreational and Park Area Services
- ☐ 988-03 Athletic Field Maintenance
- ☐ 988-14 Erosion Control Services
- ☐ 988-15 Fence Installation and Repair
- ☐ 988-20 Fire Break Services
- ☐ 988-26 Flood Control Services
- ☐ 988-32 Grading (Except for Road Building)
- ☐ 988-41 Irrigation System Construction
- ☐ 988-46 Landfill Services
- ☐ 988-52 Landscaping Design, Fertilizing, Planting, etc. (Not Grounds Maintenance or Tree Trimming)
- ☐ 988-63 Park Area Construction/Renovation
- ☐ 988-68 Paving and Repair of Parking Lots (Not Including Driveways and Roads)
- ☐ 988-83 Swimming Pool Construction, Repairs, Renovations
- ☐ 988-86 tennis and Sports court Repair and Renovation

16. CONSTRUCTION CONTRACTOR-TYPE ASSISTANCE (TEMPORARY PERSONNEL AND WORKERS)

- ☐ 964-00 Temporary Personnel, Laborers and Workers (All Types)

17. CONSTRUCTION EQUIPMENT – LIGHT AND HEAVY DUTY

- ☐ 360-00 Floor Covering Equipment
- ☐ 635-00 Painting Equipment and Accessories
- ☐ 755-00 Asphalt and Concrete Handling Equipment and Parts
- ☐ 760-00 Equipment and Parts: Earth Handling, Grading, Moving, Packing, etc.
- ☐ 765-00 Other Road and Highway Equipment and Parts

18. CONSULTING SERVICES

- ☐ Accounting, Auditing and Budget Consulting Services
- ☐ 918-06 Administrative Consulting Services
- ☐ 918-07 Advertising Consulting Services
- ☐ 918-09 Agricultural Consulting Services
- ☐ 918-12 Analytical Studies and Surveys, Consulting Services
- ☐ 918-14 Appraisal, Consulting Services
- ☐ 918-19 Buildings, Structures and Components, Consulting Services
- ☐ 918-26 Communications: Public Relations Consulting Services
- ☐ 918-28 Computer Consulting Services – Hardware
- ☐ 918-29 Computer Consulting Services – Software
- ☐ 918-31 Construction Consulting Services
- ☐ 918-38 Education and Training Consulting Services
- ☐ 918-41 Energy Conservation Consulting Services
- ☐ 918-42 Engineering Consulting Services
- ☐ 918-43 Environmental Consulting Services
- ☐ 918-46 Feasibility Studies Consulting Services
- ☐ 918-49 Finance/Economics Consulting Services
- ☐ 918-52 Food Consulting Services
- ☐ 918-54 Furnishing Consulting Services
- ☐ 918-58 Governmental Consulting Services
- ☐ 918-62 Horticultural Consulting Services
- ☐ 918-65 Human Relations Consulting Services
- ☐ 918-69 Insurance Consulting Services
- ☐ 918-70 Inventory Consulting Services
- ☐ 918-75 Management Consulting Services
- ☐ 918-76 Marketing Consulting Services
- ☐ 918-78 Medical Consulting Services
- ☐ 918-81 Natural Disaster Consulting Services
- ☐ 918-85 Personnel/Employment Consulting Services
- ☐ 918-87 Purchasing Consulting Services
- ☐ 918-89 Real Estate/Land Consulting Services
- ☐ 918-93 Security/Safety Consulting Services
- ☐ 918-95 Telecommunications Consulting Services
- ☐ 918-97 Utility Consulting Services: Gas, Water, Electric

19. CREDIT, LOAN, FINANCIAL, LEASING, INSURANCE, TITLE, APPRAISALS, ABSTRACTS, REAL ESTATE

- ☐ 946-00 Financial Services
- ☐ 953-00 Insurance, All types
- ☐ 962-09 Auctioneering Services
- ☐ 962-47 Insurance and Risk Management Services

20. DATA PROCESSING EQUIPMENT, SOFTWARE AND SUPPLIES

- ☐ 205-00 Computers and Information Processing Systems
- ☐ 250-00 Data Processing Cards and Paper
- ☐ 920-00 Data Processing Services and Software

21. ELECTRICAL

- ☐ 280-00 Electrical Cables and Wires
- ☐ 285-00 Electrical Equipment and Supplies

22. ELECTRONIC EQUIPMENT: ANALYZERS, INDICATORS, ETC.

- ☐ 220-00 Controlling, Indicating, Measuring, Monitoring and Recording Instruments and Supplies
- ☐ 287-00 Electronic Components, Replacement Parts, Accessories and Miscellaneous Electronic Equipment

23. ELEVATORS

- ☐ 295-00 Elevators, Building Type

24. ENVIRONMENTAL SERVICE, EQUIPMENT AND SUPPLIES

- ☐ 962-40 Hazardous Materials Services
- ☐ 962-68 Radioactive Waste Disposal Services
- ☐ 988-56 Litter Removal Services, Including Beach Cleaning (Other than Buildings)

25. FACILITIES SUPPLIES, SUPPORT SERVICES AND EQUIPMENT

- ☐ 140-00 Broom, Brush and Mop Manufacturing Machinery and Supplies
- ☐ 145-00 Brushes
- ☐ 225-00 Cooler, Water Fountains (For Drinking Water)
- ☐ 192-00 Cleaning Compositions, Detergents, Solvents, Strippers
- ☐ 365-00 Floor Maintenance Machines, Parts and Accessories
- ☐ 485-00 Janitorial Supplies, General Line
- ☐ 910-00 Building Maintenance and Repair Services
- ☐ 910-39 Janitorial Services and Custodial Services
- ☐ 910-81 Window Washing Services
- ☐ 962-21 Cleaning Services, Steam and Pressure
- ☐ 962-85 Glass Tinting and Coating Services (Automobile and Buildings)
- ☐ 988-82 Swimming Pool Maintenance (Including Water Treatment)

26. FOOD-BEVERAGES-TOBACCO PRODUCTS-ETC.

- ☐ 375-00 Foods, Bakery Products (Fresh)
- ☐ 380-00 Foods, Dairy Products (Fresh)
- ☐ 385-00 Foods, Freeze-Dried, Frozen and Prepared Ready-to-Eat
- ☐ 390-00 Foods, Perishable
- ☐ 393-00 Foods, Stable Grocery and Grocer's Miscellaneous Items
- ☐ 660-00 Pipes, Tobaccos, Smoking Accessories, Alcoholic Beverages
- ☐ 962-19 Cafeteria Services
- ☐ 962-94 Bottled Water Services

27. FUEL, OIL, GREASE AND LUBRICANTS

- ☐ 405-00 Fuel, Oil, Grease and Lubricants
- ☐ 962-58 Oil Removal Services, Used (To Include Oil and Petroleum Spill Services)
- ☐ 962-61 Petroleum Exploration Services

28. FURNITURE, CURTAINS, UPHOLSTERY, INTERIOR DESIGN

- ☐ 265-00 Draperies, Curtains, Upholstery
- ☐ 420-00 Furniture: Cafeteria, Chapel, Dormitory, Household, Library, Lounge, School
- ☐ 425-00 Furniture: Office
- ☐ 565-00 Mattress and Frame
- ☐ 962-48 Interior Design/Decorator Service
- ☐ 962-90 Upholstery Services (Other than Vehicles)

29. HARDWARE, TOOLS, PAINTS AND ACCESSORIES

- ☐ 005-00 Abrasives
- ☐ 445-00 Hand Tools (Powered and Non-Powered), Accessories and Supplies
- ☐ 450-00 Hardware and Related Items
- ☐ 460-00 Hose, Accessories and Supplies: Garden

30. INDUSTRIAL EQUIPMENT AND ACCESSORIES
- ☐ 105-00 Bearings (Except Wheel Bearings and Seals)
- ☐ 110-00 Belts and Belting: Conveyor, Elevator, Power Transmission, V-Belts
- ☐ 140-00 Manufacturing Machinery and Supplies: Broom, Brush, Mop
- ☐ 460-00 Hose, Accessories and Supplies: Industrial
- ☐ 565-00 Manufacturing Machinery and Supplies: Mattress and Frame
- ☐ 895-00 Welding Equipment and Supplies

31. KITCHEN, BAKERY AND RESTAURANT EQUIPMENT, ACCESSORIES AND SUPPLIES
- ☐ 090-00 Bakery Equipment, Commercial
- ☐ 160-00 Butcher Shop and Meat Processing Equipment
- ☐ 165-00 Cafeteria and Kitchen Equipment: Commercial
- ☐ 240-00 Cutlery, Dishes, Flatware, Glassware, Trays, Utensils, etc.
- ☐ 245-00 Dairy Equipment and Supplies
- ☐ 370-00 Food Processing and Canning Equipment and Supplies

32. LABORATORY EQUIPMENT, SUPPLIES AND SERVICE
- ☐ 175-00 Chemical Laboratory Equipment and Supplies
- ☐ 193-00 Clinical Laboratory Reagents and Tests: Blood Grouping, Diagnostic, Drug Monitoring, etc.
- ☐ 415-00 Laboratory Furniture
- ☐ 490-00 Laboratory Equipment and Accessories: Nuclear, Optical, And Physical
- ☐ 493-00 Laboratory Equipment and Accessories: Biochemistry, Chemistry, Environmental, Science, etc.
- ☐ 495-00 Laboratory and Field Equipment and Supplies: Biology, Botany, Geology, Microbiology, Zoology, etc.
- ☐ 962-22 Chemical Laboratory Services

33. LANDSCAPING AND LAWN MAINTENANCE SERVICE, EQUIPMENT, TOOLS AND SUPPLIES
- ☐ 020-00 Agricultural Equipment, Implements and Accessories
- ☐ 335-00 Fertilizers and Soil Conditioners
- ☐ 515-00 Lawn Maintenance Equipment, Accessories and Parts
- ☐ 595-00 Nursery Stock, Equipment and Supplies
- ☐ 790-00 Seed, Sod, Soil, Inoculants
- ☐ 968-88 Tree and Shrub Removal Services
- ☐ 988-36 Grounds Maintenance: Lawn Mowing, Edging, Plant, Trimming, etc.
- ☐ 988-88 Tree Trimming and Pruning Services
- ☐ 988-89 Weed and Vegetation Control Services

34. LEATHER GOODS, LUGGAGE, PURSES, FABRIC, NOTIONS AND ACCESSORIES
- ☐ 520-00 Leather and Related Equipment Products, Accessories and Supplies
- ☐ 530-00 Luggage, Brief cases, Purses and Related Items
- ☐ 590-00 Notions and Related Sewing Accessories and Supplies

35. MARINE EQUIPMENT, SUPPLIES AND SERVICE
- ☐ 120-00 Boats, Motors, Marine and Wildlife Equipment and Supplies
- ☐ 962-26 Diving Services
- ☐ 962-53 Marine Equipment and Marine Life Services (Except Maintenance and Repair)
- ☐ 962-54 Marine Buoys, Lights, etc., including servicing (Not Major Equipment)

36. MASS TRANSIT (BUS, RAIL, PEOPLE'S MOVER)
- ☐ 556-00 Transit Bus
- ☐ 557-00 Transit Bus Accessories and Supplies
- ☐ 558-00 Rail Vehicles and Systems
- ☐ 559-00 Rail Vehicle Parts and Accessories
- ☐ 864-00 Train Control, Electronics

37. MEDICAL AND HOSPITAL EQUIPMENT, SUPPLIES AND SERVICE (INCLUDING PHARMACEUTICALS, DRUGS AND BIOCHEMICALS)
- ☐ 260-00 Dental Equipment and Supplies
- ☐ 270-00 Drugs, Pharmaceuticals and Biological (For Human Therapeutic use)
- ☐ 271-00 Drugs, Pharmaceuticals and Sets (For high Volume Administration, Infusion, Irrigation, Tube Feeding)
- ☐ 410-00 Health Care and Hospital Facility Furniture
- ☐ 430-00 Gases, Containers and Equipment for Medical and Lab
- ☐ 435-00 Germicides, Cleaners and Related Sanitation Products for Health Care
- ☐ 465-00 Hospital and Surgical Equipment, Instruments and Supplies
- ☐ 470-00 Hospital Equipment and Supplies: Mobility, Speech Impaired, Restraint Items
- ☐ 475-00 Hospital, Surgical and Related Medical Accessories and Sundry Items
- ☐ 625-00 Optical Equipment, Accessories and Supplies
- ☐ 710-00 Prosthetic Devices, Hearing Aids, Auditory Testing Equipment, Electronic Reading Devices, etc.
- ☐ 948-00 Health Related Services
- ☐ 875-00 Veterinary Equipment, Accessories and Supplies
- ☐ 898-00 X-Ray and other Radiological Equipment and Supplies (Medical)

38. METAL, METAL FABRICATION, FOUNDRY CASTING, MACHINE SHOP
- ☐ 400-00 Equipment and Supplies, Foundry Castings
- ☐ 570-00 Metals: Bars, Plates, Rods, Sheets, Strips, Structural Shapes, Tubing and Fabricated Items
- ☐ 962-38 Galvanizing Services, Hot and Cold Dip, Plating Services
- ☐ 962-45 Industrial Electroplating Services
- ☐ 962-55 Metal Coating Services: Thermal, Spray and H.V.O.F. (High Velocity Oxy-Fuel)
- ☐ 962-82 Silver Recovery Services

39. MICROFICHE AND MICROFILMING SERVICES AND EQUIPMENT
- ☐ 575-00 Microfiche and Microfilm Equipment, Accessories and Supplies

40. MISCELLANEOUS SERVICES
- ☐ 962-31 Electrostatic Painting Services
- ☐ 962-36 Fireworks Display and Carnival Services
- ☐ 962-46 Installation Services (Not otherwise classified)
- ☐ 962-50 Leak Detection Services: Gas, Water, Chemical
- ☐ 962-59 Parking Services: Operation, Admission, Supervision
- ☐ 962-60 Party and Holiday Decorating Services
- ☐ 962-69 Records Management and Disposal
- ☐ 962-71 Religious Services
- ☐ 962-73 Restoration/Reclamation Services of Land and other Properties
- ☐ 968-46 Incinerator Services
- ☐ 578-35 Election Equipment and Supplies

41. MISCELLANEOUS PROFESSIONAL SERVICES
- ☐ 961-02 Administrative Services (All Kinds)
- ☐ 961-04 Artistic Services
- ☐ 961-12 Codification Services of Government Codes
- ☐ 961-15 Concession Services, Vending Services-Mobile and Stationary
- ☐ 961-17 Construction Management Services
- ☐ 961-19 Conservation and Resource Management Services
- ☐ 961-21 Cost Estimating Services
- ☐ 961-24 Court Reporting Services
- ☐ 961-27 Decontamination Services
- ☐ 961-29 Economic Impact Study Services
- ☐ 961-30 Employment Agency and Search Firm Services (Except for Temporary Personnel)
- ☐ 961-32 Environmental Impact Study Services
- ☐ 961-37 Fleet Management Services
- ☐ 961-39 Floral Designing and Arranging Services
- ☐ 961-41 Fuel Management
- ☐ 961-43 Hydrological Services
- ☐ 961-45 Inspections and Certification Services
- ☐ 961-48 Laboratory and Field Testing Services (Not otherwise classified)
- ☐ 961-50 Legal Services
- ☐ 961-51 Lobby Services
- ☐ 961-53 Marketing Services
- ☐ 961-55 Mining Services (Including Consulting and Geological Services)
- ☐ 961-57 Musical Production Services
- ☐ 961-60 Public Opinion Survey Services
- ☐ 961-64 Real Estate Services
- ☐ 961-66 Sign Painting Services
- ☐ 961-68 Sports Professional Services (Including Sports and Recreational Programs)
- ☐ 961-69 Testing and Monitoring Services (Air, Gas, Water)
- ☐ 961-70 Tank Management Services, Storage (Including Underground)
- ☐ 961-72 Transcription Services, Legal and Medical
- ☐ 961-74 Transit Management and Operations Services
- ☐ 961-75 Translation Services
- ☐ 961-78 Travel Agency, Chartering and Tour Guide Services
- ☐ 961-79 Travel Program Management Services
- ☐ 961-86 Veterinary Services
- ☐ 961-88 Weather Forecasting Services
- ☐ 961-90 Writing Services, All Kinds
- ☐ 961-94 Zoning, Land Use Study Services
- ☐ 999-99 Pre-Qualified Architects and Engineers

42. MONEY MACHINES, FARE COLLECTION EQUIPMENT
- ☐ 318-00 Fare Collection Equipment and Supplies, Money Machines

43. MOTORS, PUMPS, COMPRESSORS
- ☐ 025-00 Air compressors and Accessories
- ☐ 720-00 Pumping Equipment and Accessories
- ☐ 929-61 Motor Rewinding and Repairing, Electric
- ☐ 545-49 Motors and Engines, Industrial, All Types (Not Automotive, Lawn or Marine)
- ☐ 285-00 Motors and Parts (Fractional and Integral), Controllers, Relays, Switches, Starters, Coils, Brushes, etc.

44. MOVING, STORAGE, TRANSPORTATION, DISPOSAL, REMOVAL AND DELIVERY SERVICE, EQUIPMENT AND SUPPLIES
- ☐ 560-00 Material Handling and Storage Equipment and Accessories
- ☐ 962-24 Courier/Delivery Service
- ☐ 962-25 Removal and Disposal of Dead Animals
- ☐ 962-56 Moving Services
- ☐ 962-57 Moving Services, House, Portable Buildings, Trailers,
- ☐ 295-50 Moving Walks and Parts
- ☐ 962-86 Transportation of Goods (Freight)
- ☐ 962-95 Warehousing and Storage Services (Not Storage Space Rental)

45. OFFICE/SCHOOL/LIBRARY SUPPLIES
- ☐ 015-00 Paper and Supplies for Office Machines
- ☐ 310-00 Envelopes, Plain or Printed
- ☐ 610-00 Carbon Paper and Ribbons
- ☐ 615-00 Office Supplies, General
- ☐ 620-00 Erasers, Inks, Leads, Pens, Pencils, etc.
- ☐ 645-00 Paper (For Office and Printing Use)
- ☐ 715-00 Publications and Audio Visual Materials
- ☐ 785-00 School Equipment and Supplies
- ☐ 962-74 Re-inking Services for Ribbons
- ☐ 956-00 Library Services, Subscriptions

46. OFFICE EQUIPMENT, SUPPLIES AND ACCESSORIES
- ☐ 555-00 Marking and Stenciling Devices
- ☐ 600-00 Office Machines, Equipment and Accessories
- ☐ 605-00 Office Mechanical Aids, Small Machines and Apparatuses

47. PARK AND PLAYGROUND EQUIPMENT, SPORTING GOODS, SUPPLIES, ACCESSORIES, ETC.
- ☐ 195-00 Clocks, Timers
- ☐ 650-00 Park, Playground, Recreational Area and Swimming Pool Equipment
- ☐ 805-00 Sporting and Athletic Goods
- ☐ 962-08 Athletic Training Services

48. PERSONAL ITEMS AND BEAUTY CARE AND SUPPLIES
- ☐ 095-00 Barber and Beauty Shop Equipment and Supplies
- ☐ 195-00 Clocks, Timers, Watches and Jeweler's and Watchmaker's Tools and Equipment

49. PEST CONTROL SERVICE, EQUIPMENT AND SUPPLIES
- ☐ 675-00 Poisons: Agricultural and Industrial
- ☐ 910-59 Pest Control Service and Termite Inspection
- ☐ 988-72 Pest Control Services (Other than Buildings)

50. PHOTOGRAPHIC EQUIPMENT, SUPPLIES AND SERVICE
- ☐ 655-00 Photographic Equipment and Supplies

51. PRINTING EQUIPMENT, MACHINE SUPPLIES AND ACCESSORIES
- ☐ 700-00 Printing Plant Equipment, Accessories, Machine Supplies and Maintenance

52. PRINTING SERVICES
- ☐ 125-00 Bookbinding Supplies
- ☐ 255-00 Decals and Stamps
- ☐ 300-00 Embossing and Engraving
- ☐ 310-00 Envelopes
- ☐ 395-00 Continuous Forms: Snap-outs, Computer Forms

- ☐ 860-00 Tickets, coupon Books, Sales Books, Strip Books, etc.
- ☐ 908-00 Bookbinding, Re-binding and Repairing
- ☐ 962-14 Blueprinting Services
- ☐ 965-00 Printing Preparations, Etching, Photoengraving, Preparation of Mats, Negatives and Plates
- ☐ 966-00 Printing, Publishing, Silk Screening, Typesetting
- ☐ 915-76 Reproduction (Copy Machines)
- ☐ 956-20 Copying Services

53. RECYCLED AND RECYCLABLE MATERIALS, PRODUCTS AND SERVICES
- ☐ 100-67 Containers, Recycling
- ☐ 310-60 Envelopes, Recycled Paper
- ☐ 395-51 Continuous Forms, Recycled, All Types
- ☐ 405-87 Recycled Petroleum Products
- ☐ 410-68 Recycled Health care and Hospital Furniture
- ☐ 415-57 Recycled Laboratory Furniture (All Types)
- ☐ 420-81 Recycled Furniture for Cafeteria, Chapel, Dormitory, Household, Library, Lounge, School (All Types)
- ☐ 425-64 Recycled Office Furniture (All Types)
- ☐ 440-62 Recycled Glass Products
- ☐ 450-64 Recycled Hardware and Rubber Products
- ☐ 465-81 Recycled Hospital and Surgical Equipment
- ☐ 470-58 Recycled Mobility, Speech Impaired and Restraint Items
- ☐ 475-72 Recycled Hospital Accessories and Sundry Equipment and Supplies
- ☐ 520-61 Recycled Leather Products
- ☐ 540-77 Recycled Lumber
- ☐ 578-64 Recycling Equipment, Machines and Supplies
- ☐ 610-33 Recycled Carbon Paper
- ☐ 610-34 Recycled Ribbons
- ☐ 615-73 Recycled Office Supplies
- ☐ 620-94 Recycled Pens and Pencils
- ☐ 640-66 Recycled Paper, Plastics and Styrofoam Products (Disposable Type)
- ☐ 645-00 Recycled Paper Stock
- ☐ 650-48 Recycled Recreational and Park Equipment
- ☐ 655-79 Recycled Photographic Equipment and Supplies
- ☐ 745-68 Recycled Asphalt
- ☐ 755-37 Asphalt Recycling Equipment
- ☐ 906-74 Recycling System Services
- ☐ 962-70 Recycling Services (Including Collection)

54. RENTAL OR LEASE – ALL TYPES: EQUIPMENT, SPACE, LAND, LOT, ETC.
- ☐ 971-00 Rental or Lease – Real Property, Hotel/Motel Accommodations, Exhibit Booth, etc.
- ☐ 976-00 Rental or Lease – Equipment, Tools, Appliances, Furniture, Vehicles, Instruments, Machinery, etc.

55. REPAIRS, MAINTENANCE AND RECONDITIONING
- ☒ 928-00 Automobiles Trucks, Trailers, Buses, etc.
- ☐ 929-00 Agricultural, Industrial, Marine and Heavy Equipment
- ☐ 931-00 Appliances, Athletic, cafeteria, Furniture, Musical Instruments
- ☐ 934-00 Laundry, Lawn, Painting, Plumbing and Spraying Equipment
- ☐ 936-00 General Equipment
- ☐ 938-00 Hospital, Laboratory and Testing Equipment
- ☐ 939-00 Office and Photographic Equipment, Radios and TV Sets
- ☐ 940-00 Railroad and Track Equipment

56. SALE OF SURPLUS AND OBSOLETE ITEMS
- ☐ 998-00 Sale of Surplus and Obsolete Items

57. SECURITY AND SAFETY EQUIPMENT, SUPPLIES AND SERVICE
- ☐ 340-00 Fire Protection Equipment and Supplies
- ☐ 345-00 First Aid and Safety Equipment and Supplies
- ☐ 550-20 Flares and Fuses
- ☐ 680-00 Police Equipment and Supplies
- ☐ 962-65 Protection Services (Not Including Buildings)
- ☐ 990-05 Alarm Services
- ☐ 990-10 Armored Car Services
- ☐ 990-22 Card Access Security Services
- ☐ 990-25 Crime Prevention Services
- ☐ 990-27 Crossing Guard Services
- ☐ 990-30 Disaster Relief Services
- ☐ 990-32 Driver's License Services
- ☐ 990-37 Emergency Medical and Ambulance Services (Excluding Fire Services)
- ☐ 990-41 Fingerprinting Services
- ☐ 990-42 Fire and Safety Services
- ☐ 990-46 Guard and Security Services
- ☐ 990-52 Investigative Services
- ☐ 990-67 Patrol Services
- ☐ 990-70 Polygraph Testing Services
- ☐ 990-77 Safety Training and Awareness Services (Highway Safety, Boating, Seat Belt, etc.)
- ☐ 990-80 Surveillance Services

58. SIGNS, SIGNAGE AND TRAFFIC CONTROL DEVICES
- ☐ 550-00 Markers, Plaques, Signs and Traffic Control Devices
- ☐ 550-20 Flares and Fuses
- ☐ 968-80 Traffic Sign Installation
- ☐ 968-81 Traffic Sign Maintenance and Repair
- ☐ 968-82 Traffic Signal Installation
- ☐ 968-83 Traffic Signal Maintenance and Repair

59. SOCIAL AND COMMUNITY SERVICES
- ☐ 964-00 Temporary Personnel and Workers (All Types)

60. WATERWORKS AND SEWAGE UTILITIES
- ☐ 890-00 Water Supply and Sewage Treatment Equipment
- ☐ 962-91 Utility Locator Service (Underground)
- ☐ 962-92 Video Scanning Services of Sewers, Waterwells, etc.
- ☐ 968-00 Utilities, Water, Wastewater Services, Construction and Maintenance
- ☐ 968-65 Pipeline Construction and Repair
- ☐ 968-68 Sewer and Storm Drain Construction
- ☐ 968-69 Sewer Maintenance and Repair
- ☐ 968-73 Storm Drain Cleaning, Repair and Sludge Removal Services
- ☐ 968-93 Well Pointing Services (De-watering)
- ☐ 968-94 Waterproofing Systems and Repair Work
- ☐ 968-95 Wastewater Treatment Plant, Operations, Testing, Maintenance
- ☐ 968-96 Water System, Mains and Service Line Construction and Repair Service

Miami-Dade County

VENDOR CHECKLIST OF DOCUMENTS TO BE SUBMITTED

Department of Procurement Management
Vendor Assistance Unit
111 NW 1st Street, Suite 1300, Miami, Florida 33128-1974
Telephone: 305-375-5773 Fax No: 305-375-5409
www.miamidade.gov/dpm

In order to establish a computer file for your firm, you must enter your firm's FEIN or if none, the owner's Social Security Number. This number becomes your "County Vendor Number".

Please enter your Federal Employee Identification Number (FEIN) Number or your Social Security Number (SSN).

☑ F.E.I.N. 32-0271529

☐ S.S.N.

SECTION 4: CHECKLIST OF DOCUMENTS TO BE SUBMITTED *(pages 15)*

☑ Submit copy of current Local Business Tax Receipt (formerly the Miami-Dade County Occupational License) for businesses physically located in Miami-Dade County). Contact the Miami-Dade Tax Collector's Office at www.miamidade.gov/taxcollector or contact:

The Miami-Dade County Tax Collector's Main Office, Local Business Tax Section
140 West Flagler, Room 101, Miami, Florida, 33130
Telephone: (305) 270-4949
Fax: (305) 372-6368

- or -

The Miami-Dade County Tax Collector's Office
South Dade Government Center, 10710 SW 211 Street, Room 104
Miami, Florida 33189

☑ Submit copy of Certificate if your company is under one of the following:

- Corporation
- Trademarks
- Limited Partnerships
- Limited Liability Company
- Limited Liability & General Partnerships
- Fictitious Business Name(s), if required

Note: Miami-Dade County will confirm the validity of Certificates with the applicable state authority. For companies located in Florida and registered with the Florida Department of State, Division of Corporations, the company's Federal Employer Identification Number (FEIN) must be posted on the Florida Division of Corporation's website. To confirm that your FEIN is posted, visit the State website at www.sunbiz.org Under "Document Search", press "Inquire by Name" or "Inquire by Federal Employer Identification Number (FEIN)" to produce the corresponding report.

If your company's Federal Employer Identification Number (FEIN) is not posted, contact the Florida Department of State, Division of Corporations and request that your company (FEIN) be added to your file posted on the web. Requests must be provided on your company's letterhead and reference the document number assigned when your company was registered. Submit your request via fax to (1-850-245-6013), or contact the agency at 1-850-245-6052 for additional information.

☑ W-9 (Request for Taxpayer ID Number and Certification) AND/OR W-8ECI Form (Certificate of Foreign Person's Claim for Exemption from Withholding on Income Effectively Connected With the Conduct of a Trade or Business in the United States) (Documents and Instructions Attached).

☑ Submit copy of Form 8109 (Federal Tax Deposit Coupon preprinted from the IRS with your Business name and FEIN number) OR any other preprint IRS form issued by the IRS identifying your business name and FEIN number.

☐ Submit copy of Social Security Card – If registering under your name, Fictitious Business Name(s) and FEIN number is not available.

Miami-Dade County
DEPARTMENT OF PROCUREMENT MANAGEMENT

NOTICE OF REQUIREMENTS CONCERNING THE USE OF SOCIAL SECURITY NUMBERS

Effective October 1, 2007, the Florida Legislature adopted new requirements under Section 119.071(5) of the Florida Statutes, relating to the collection and dissemination of Social Security Numbers by all "Agencies" in Florida. Under the new requirements, an agency may not collect an individual's Social Security Number unless the agency has stated in writing the purpose for its collection.

Please be aware that the Miami-Dade County Department of Procurement Management (County) collects Social Security Numbers from individuals, in lieu of a Federal Employer Identification Number (FEIN), if a FEIN has not been issued by the Internal Revenue Service for the individual/firm registering as a vendor with the County.

In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that DPM requests the Social Security Number for the following purposes:

- Identification of individual account records
- To make payments to individual/vendor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

If you have any questions concerning the use of your Social Security Number, you may contact the Department of Procurement Management, Vendor Assistance Unit at (305) 375-5773.

MIAMI-DADE COUNTY
TAX COLLECTOR
140 W. FLAGLER ST.
1st FLOOR
MIAMI, FL 33130

2009 LOCAL BUSINESS TAX RECEIPT 2010
MIAMI-DADE COUNTY, STATE OF FLORIDA
EXPIRES SEPT. 30, 2010
MUST BE DISPLAYED AT PLACE OF BUSINESS
PURSUANT TO COUNTY CODE CHAPTER 8A ART. IV & 10

FIRST CLASS
U.S. POSTAGE
PAID
MIAMI, FL
PERMIT NO. 231

646713-8

THIS IS NOT A BILL - DO NOT PAY

NEW

BUSINESS NAME / LOCATION
CRYSTAL MOVER SERVICES INC
815 NW 57 AVE 217
33126 MIAMI

RECEIPT NO. 67-361S-0

OWNER
CRYSTAL MOVER SERVICES INC

SIC / TYPE OF BUSINESS
207 ADMIN OFFICE/OPERATION CTR

EMPLOYEE/S
6

THIS IS ONLY A LOCAL BUSINESS TAX RECEIPT AND DOES NOT PERMIT THE HOLDER TO VIOLATE ANY EXISTING REGULATORY OR ZONING LAWS OF THE COUNTY OR CITIES. NOR DOES IT EXEMPT THE HOLDER FROM ANY OTHER PERMITS OR FEES REQUIRED BY LAW. THIS IS NOT A CERTIFICATION OF THE HOLDER'S QUALIFICATIONS

PAYMENT RECEIVED
MIAMI-DADE COUNTY TAX COLLECTOR
07/21/2009
60050000599
000090.00

DO NOT FORWARD

CRYSTAL MOVER SERVICES INC
MICHIO KOIZUMI PRES
815 NW 57 AVE 217
MIAMI FL 33126

631

SEE OTHER SIDE

02/26/09

FLORIDA
DEPARTMENT OF REVENUE

Certificate of Registration

Issued Pursuant to Chapter 212, Florida Statutes

DR-11
R. 01/09

Certificate Number	Registration Effective Date	Opening Date	Filing Frequency
23-8015029296-6	02/26/09	02/06/09	QUARTERLY

This certifies that

CRYSTAL MOVER SERVICES INC
815 NW 57TH AVE
MIAMI FL 33126-2018

has met the sales and use tax registration requirements for the business location stated above and is authorized to collect and remit tax as required by Florida law. This certificate is non-transferable.

POST THIS CERTIFICATE IN A CONSPICUOUS PLACE

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Please note that this Business Tax Receipt expires on September 30th of the effective year listed herein. Ensuring renewal by October 1st is the responsibility of the business entity. For further information you may call: (305) 416-1570 or (305) 416-1918.

Favor de tomar nota que este Recibibo de Impuesto para Negocio se vence el 30 de Septiembre de año indicado. Asegurar la renovacion para el 1ro de Octubre es la responsabilidad del negocio. Para más informacion puede llamar al: (305) 416-1570 o (305) 416-1918.

Souple pran nòt ke Resi Enpo pou Biznis-sa ap exspire 30 Septan-m ane sa men-m nan lis la. Se responsablite dirijan Biznis sa pou li renouvle-l Pwemle Oktob kap vinl. Si ou bezwen plis enfòmasiyon sou zafè sa , pa bliye rele nan (305) 416-1570 ou byen (305) 416-1918.

City of Miami

POST THIS DOCUMENT IN A CONSPICUOUS PLACE
NOT TRANSFERRABLE OR VALID AT ANOTHER ADDRESS
UNLESS APPROVED BY THE FINANCE DEPARTMENT
CITY OF MIAMI 444 S.W.2 AVE 8TH FLOOR MIAMI, FL 33130
PHONE (305)416-1918

THIS IS NOT A BILL
DO NOT PAY

EFFECTIVE YEAR OCT. 1, 2009 THRU SEP. 30, 2010

RECEIPT FOR: CRYSTAL MOVER SERVICES INC

ISSUED: OCT 19, 2009 - TOTAL FEE PAID: $125.00

This issuance of a business tax receipt does not permit the holder to violate any zoning laws of the City nor does it exempt the holder from any local or permits that may be required by law. This document does not constitute a certification that the holder is qualified to engage in the business, profession or occupation specified herein. The document indicates payment of the business tax for the year only.

ACCOUNT NUMBER: 446093-00690882
RECEIPT NUMBER: 189465-0002
NAME OF BUSINESS: CRYSTAL MOVER SERVICES INC
LOCATION: 815 NW 57 AV #217

2010

IS HEREBY IN COMPLIANCE
TO ENGAGE IN OR MANAGE
THE OPERATION OF: ADMINISTRATIVE OFFICE

DIANA M. GOMEZ
Finance Director

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City of Miami

THIS IS NOT A BILL

CERTIFICATE OF USE
FIRE SAFETY PERMIT

NOTICE: This certificate is Non-Transferable. If you relocate, sell the business, or change the type of business a new certificate must be obtained from Building and Zoning at 444 S.W. 2nd Avenue, 4th Floor, Phone: (305)416-1199.

BUSINESS NAME : CRYSTAL MOVER SERVICES INC
DATE ISSUED: 02/04/10
VALID FROM: 01/01/10 TO 12/31/10
ACCOUNT NUMBER: 446093- 692895
SERVICE ADDRESS: 816 NW 57 AV #217
APPROVED USE: CU06-OFFICE BUILDINGS - C.U.
RESTRICTIONS:

- PLEASE DISPLAY THIS CERTIFICATE IN A CONSPICUOUS LOCATION AT OCCUPANCY ADDRESS.
- *FAVOR DE MOSTRAR ESTE CERTIFICADO EN UN SITIO VISIBLE EN LA DIRECCION DEL COMERCIO .*

Please note that this Certificate of Use expires on December 31st of the effective year listed herein. Ensuring renewal by January 1st is the responsibility of the business entity. For further information you may call (305) 416-1570.

Favor de tomar nota que este Certificado de Uso se vence el 31 de Diciembre de año indicado. Asegurar la renovación para el 1ro de Enero es la responsabilidad del negocio. Para más información puede llamar al (305) 416-1570.

Tanpri nòte byen sètifika wap itilize–a ap ekspire jou 31 Desanm ane sa-a. Se responsabilité met biznis la pou li renouvèle-l 1st Janvie âne kap vini-a. Si ou bezwen plis enfòmasyon, ou ka rele nou nan: (305) 416-1570.

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Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "CRYSTAL MOVER SERVICES, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FIFTH DAY OF FEBRUARY, A.D. 2009.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "CRYSTAL MOVER SERVICES, INC." WAS INCORPORATED ON THE NINTH DAY OF JANUARY, A.D. 2009.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE NOT BEEN ASSESSED TO DATE.

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
2009 FEB -5 AM 10:32

4643262 8300

090105558

You may verify this certificate online at corp.delaware.gov/authver.shtml

Jeffrey W. Bullock, Secretary of State

AUTHENTICATION: 7119862

DATE: 02-05-09

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EFTPS®
Electronic Federal Tax Payment System

EFTPS Enrollment Processing Center
P.O. Box 173788
Denver, CO 80217-3788

To use EFTPS online you must have an Internet Password. Call 1-800-982-3526

04/13/2010

CRYSTAL MOVER SERVICES INC
ATTENTION: HIROMI REYNOLDS
815 N W 57TH AVEUNE SUITE 217
MIAMI, FL 33126-0000

Taxpayer Contact Phone Number:

(786) 476-5985

to use EFTPS – (Electronic Federal Tax Payment System)

You can now begin using EFTPS. Here is your Enrollment Trace Number and assigned PIN.

Your Enrollment Trace Number 830080108561214001

This Enrollment Trace Number is your unique reference number that can be used if you have any questions about your enrollment in EFTPS.

Your Personal Identification Number (PIN) 7240

This Personal Identification Number (PIN) should be kept in a safe place and not shared with unauthorized individuals.

PAYMENT METHOD	USE
[X] Phone or Internet	This PIN can be used to initiate payments, using Phone or Internet at www.eftps.gov.* You can also make inquiries regarding EFTPS payments.
[ ] Through a Financial Institution	This PIN can be used to make inquiries regarding EFTPS payments.

YOU DO NOT NEED TO RE-ENROLL FOR NEW OR ADDITIONAL PINs; CALL EFTPS CUSTOMER SERVICE AT **1-800-555-4477.**

If you need further assistance, please contact the EFTPS Customer Service Center 24 hours a day, 7 days a week. So begin using EFTPS today—it's the easy, convenient and safe way to pay your federal taxes.

Regards,

EFTPS Enrollment Processing

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*NOTE: To receive your EFTPS Internet Password please call 1-800-982-3526. You will need your Taxpayer Identification Number (TIN) as well as the PIN above and the last eight digits of your Enrollment Trace Number. *Be sure to keep this information on file for future reference.*

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1/08

Congratulations. The online portion of your enrollment is complete.

Within seven days, you will receive in the mail:

- Your PIN
- Instructions on how to obtain a password to use EFTPS.gov
- A confirmation form with your enrollment information for verification

Your enrollment number is 830080108561214001.

This is important. Print for your records.

If it is urgent and you need to make a payment today, call 1-800-555-8778.

Business information

EIN:	32-0271529
Business name:	CRYSTAL MOVER SERVICES INC
Business U.S. phone:	(786) 476-5985

Contact information

Name:	HIROMI REYNOLDS
Country:	UNITED STATES OF AMERICA
Address:	815 NW 57TH AVE, SUITE 217
City:	MIAMI
State:	FLORIDA
ZIP:	33126
U.S. phone:	(786) 476-5985

Financial information

Routing number:	026009687 BK OF TOKYO-MITSUBISHI UFJ TR
Account number:	310067820

208

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Account type: CHECKING

Authorization agreements

You agreed to this:

Debit Authorization Agreement

Please read the following Authorization Agreement:

By completing the Financial Institution information above, and electronically signing by selecting "Accept" below, I authorize designated Financial Agents of the U.S. Treasury to initiate EFTPS debit entries to the financial institution account indicated above, for payment of federal taxes owed to the IRS upon request by Taxpayer or his/her representative, using the Electronic Federal Tax Payment System (EFTPS). I further authorize the financial institution named above to debit such entries to the financial institution account indicated above. All debits initiated by the U.S. Treasury designated Financial Agents pursuant to this authorization shall be made under U.S. Treasury regulations. This authorization is to remain in full force and effect until the designated Financial Agents of the U.S. Treasury have received written notification of termination in such time and in such manner as to afford a reasonable opportunity to act on it.

Disclosure Authorization Agreement

Please read the following Authorization Agreement:

I hereby authorize the contact person listed on this form and financial institutions involved in the processing of my Electronic Federal Tax Payment System (EFTPS) payments to receive confidential information necessary to effect enrollment in EFTPS, electronic payment of taxes, answer inquiries and resolve issues related to enrollment and payments. This information includes, but is not limited to, passwords, payment instructions, taxpayer name and identifying number, and payment transaction details. This authorization is to remain in full force and effect until the designated Financial Agents of the U.S. Treasury have received written notification from me of termination in such time and in such manner to afford a reasonable opportunity to act on it.

Authority to Execute an Authorization

If signed by a corporate officer, partner, or fiduciary on behalf of the taxpayer, I certify that I have the authority to have payments made from the taxpayer's account. If signed by a representative of the taxpayer, I certify that I have the authority to execute this authorization on behalf of the taxpayer (i.e. authority provided by Form 2848, Power of Attorney and Declaration of Representative, or Form 8655, Reporting Agent

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Authorization for Magnetic Tape/Electronic Filers).

Electronic signature

Name:	HIROMI REYNOLDS
Date:	April 12, 2010
EIN:	32-0271529

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Form W-9
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Crystal Mover Services, Inc.

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☑ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
815 NW 57th Ave. Ste 217

Requester's name and address (optional)

City, state, and ZIP code
Miami, FL 33126

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: :

or

Employer identification number
52 1027529

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | Signature of U.S. person ▶ [signature] | Date ▶ 4/19/2010

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

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• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II Instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

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Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 7[2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

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3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.consumer.gov/idtheft* or 1-877-IDTHEFT(438-4338).

Visit the IRS website at *www.irs.gov* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

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Instructions for the Requester of Form W-9

(Rev. September 2007)

Request for Taxpayer Identification Number and Certification

Department of the Treasury
Internal Revenue Service

Section references are to the Internal Revenue Code unless otherwise noted.

What's New

Section 6049 contains new information reporting requirements for tax-exempt interest. For information on certification rules for tax-exempt interest payments, see Notice 2006-93 on page 798 of Internal Revenue Bulletin(I.R.B.) 2006-44 at *www.irs.gov/pub/irs-irbs/irb06-44.pdf.*

Reminders

- The backup withholding rate is 28% for reportable payments.
- The IRS website offers TIN Matching e-services for payers to validate name and TIN combinations. See *Taxpayer Identification Number (TIN) Matching* on page 4.

How Do I Know When To Use Form W-9?

Use Form W-9 to request the taxpayer identification number (TIN) of a U.S. person (including a resident alien) and to request certain certifications and claims for exemption. (See *Purpose of Form* on Form W-9.) Withholding agents may require signed Forms W-9 from U.S. exempt recipients to overcome any presumptions of foreign status. For federal purposes, a U.S. person includes but is not limited to:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- Any estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

A partnership may require a signed Form W-9 from its U.S. partners to overcome any presumptions of foreign status and to avoid withholding on the partner's allocable share of the partnership's effectively connected income. For more information, see Regulations section 1.1446-1.

Advise foreign persons to use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities, for more information and a list of the W-8 forms.

Also, a nonresident alien individual may, under certain circumstances, claim treaty benefits on scholarships and fellowship grant income. See Pub. 515 or Pub. 519, U.S. Tax Guide for Aliens, for more information.

Electronic Submission of Forms W-9

Requesters may establish a system for payees and payees' agents to submit Forms W-9 electronically, including by fax. A requester is anyone required to file an information return. A payee is anyone required to provide a taxpayer identification number (TIN) to the requester.

Payee's agent. A payee's agent can be an investment advisor (corporation, partnership, or individual) or an introducing broker. An investment advisor must be registered with the Securities Exchange Commission (SEC) under the Investment Advisers Act of 1940. The introducing broker is a broker-dealer that is regulated by the SEC and the National Association of Securities Dealers, Inc., and that is not a payer. Except for a broker who acts as a payee's agent for "readily tradable instruments," the advisor or broker must show in writing to the payer that the payee authorized the advisor or broker to transmit the Form W-9 to the payer.

Electronic system. Generally, the electronic system must:

- Ensure the information received is the information sent, and document all occasions of user access that result in the submission;
- Make reasonably certain that the person accessing the system and submitting the form is the person identified on Form W-9, the investment advisor, or the introducing broker;
- Provide the same information as the paper Form W-9;
- Be able to supply a hard copy of the electronic Form W-9 if the Internal Revenue Service requests it; and
- Require as the final entry in the submission an electronic signature by the payee whose name is on Form W-9 that authenticates and verifies the submission. The electronic signature must be under penalties of perjury and the perjury statement must contain the language of the paper Form W-9.

TIP *For Forms W-9 that are not required to be signed, the electronic system need not provide for an electronic signature or a perjury statement.*

For more details, see the following.

- Announcement 98-27 on page 30 of I.R.B. 1998-15 available at *www.irs.gov/pub/irs-irbs/irb98-15.pdf.*
- Announcement 2001-91 on page 221 of I.R.B. 2001-36 available at *www.irs.gov/pub/irs-irbs/irb01-36.pdf.*

Individual Taxpayer Identification Number (ITIN)

Form W-9 (or an acceptable substitute) is used by persons required to file information returns with the IRS to get the payee's (or other person's) correct name and

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TIN. For individuals, the TIN is generally a social security number (SSN).

However, in some cases, individuals who become U.S. resident aliens for tax purposes are not eligible to obtain an SSN. This includes certain resident aliens who must receive information returns but who cannot obtain an SSN.

These individuals must apply for an ITIN on Form W-7, Application for IRS Individual Taxpayer Identification Number, unless they have an application pending for an SSN. Individuals who have an ITIN must provide it on Form W-9.

Substitute Form W-9

You may develop and use your own Form W-9 (a substitute Form W-9) if its content is substantially similar to the official IRS Form W-9 and it satisfies certain certification requirements.

You may incorporate a substitute Form W-9 into other business forms you customarily use, such as account signature cards. However, the certifications on the substitute Form W-9 must clearly state (as shown on the official Form W-9) that under penalties of perjury:

1. The payee's TIN is correct,
2. The payee is not subject to backup withholding due to failure to report interest and dividend income, and
3. The payee is a U.S. person.

You may not:

1. Use a substitute Form W-9 that requires the payee, by signing, to agree to provisions unrelated to the required certifications, or
2. Imply that a payee may be subject to backup withholding unless the payee agrees to provisions on the substitute form that are unrelated to the required certifications.

A substitute Form W-9 that contains a separate signature line just for the certifications satisfies the requirement that the certifications be clearly stated.

If a single signature line is used for the required certifications and other provisions, the certifications must be highlighted, boxed, printed in bold-face type, or presented in some other manner that causes the language to stand out from all other information contained on the substitute form. Additionally, the following statement must be presented to stand out in the same manner as described above and must appear immediately above the single signature line:

"The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding."

If you use a substitute form, you are required to provide the Form W-9 instructions to the payee only if he or she requests them. However, if the IRS has notified the payee that backup withholding applies, then you must instruct the payee to strike out the language in the certification that relates to underreporting. This instruction can be given orally or in writing. See item 2 of the *Certification* on Form W-9. You can replace "defined below" with "defined in the instructions" in item 3 of the *Certification* on Form W-9 when the instructions will not be provided to the payee except upon request. For more information, see Revenue Procedure 83-89,1983-2, C.B. 613; amplified by Revenue Procedure 96-26 which is on page 22 of I.R.B. 1996-8 at *www.irs.gov/pub/irs-irbs/irb96-08.pdf.*

TIN Applied for

For interest and dividend payments and certain payments with respect to readily tradable instruments, the payee may return a properly completed, signed Form W-9 to you with "Applied For" written in Part I. This is an "awaiting-TIN" certificate. The payee has 60 calendar days, from the date you receive this certificate, to provide a TIN. If you do not receive the payee's TIN at that time, you must begin backup withholding on payments.

Reserve rule. You must backup withhold on any reportable payments made during the 60-day period if a payee withdraws more than $500 at one time, unless the payee reserves 28 percent of all reportable payments made to the account.

Alternative rule. You may also elect to backup withhold during this 60-day period, after a 7-day grace period, under one of the two alternative rules discussed below.

Option 1. Backup withhold on any reportable payments if the payee makes a withdrawal from the account after the close of 7 business days after you receive the awaiting-TIN certificate. Treat as reportable payments all cash withdrawals in an amount up to the reportable payments made from the day after you receive the awaiting-TIN certificate to the day of withdrawal.

Option 2. Backup withhold on any reportable payments made to the payee's account, regardless of whether the payee makes any withdrawals, beginning no later than 7 business days after you receive the awaiting-TIN certificate.

The 60-day exemption from backup withholding does not apply to any payment other than interest, dividends, and certain payments relating to readily tradable instruments. Any other reportable payment, such as nonemployee compensation, is subject to backup withholding immediately, even if the payee has applied for and is awaiting a TIN.

Even if the payee gives you an awaiting-TIN certificate, you must backup withhold on reportable interest and dividend payments if the payee does not certify, under penalties of perjury, that the payee is not subject to backup withholding.

If you do not collect backup withholdings from affected payees as required, you may become liable for any uncollected amount.

Payees Exempt From Backup Withholding

Even if the payee does not provide a TIN in the manner required, you are not required to backup withhold on any payments you make if the payee is:

1. An organization exempt from tax under section 501(a), any IRA where the payor is also the trustee or custodian, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

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4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following types of payments are exempt from backup withholding as indicated for items 1 through 15 above.

Interest and dividend payments. All listed payees are exempt except the payee in item 9.

Broker transactions. All payees listed in items 1 through 13 are exempt. A person registered under the Investment Advisers Act of 1940 who regularly acts as a broker is also exempt.

Barter exchange transactions and patronage dividends. Only payees listed in items 1 through 5 are exempt.

Payments reportable under sections 6041 and 6041A. Only payees listed in items 1 through 7 are generally exempt.

However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC, Miscellaneous Income, are not exempt from backup withholding.

- Medical and health care payments.
- Attorneys' fees.
- Payments for services paid by a federal executive agency. (See Revenue Ruling 2003-66 on page 1115 in I.R.B. 2003-26 at *www.irs.gov/pub/irs-irbs/irb03-26.pdf.*)

Payments Exempt From Backup Withholding

Payments that are not subject to information reporting also are not subject to backup withholding. For details, see sections 6041, 6041A, 6042, 6044, 6045, 6049, 6050A, and 6050N, and their regulations. The following payments are generally exempt from backup withholding.

Dividends and patronage dividends

- Payments to nonresident aliens subject to withholding under section 1441.
- Payments to partnerships not engaged in a trade or business in the United States and that have at least one nonresident alien partner.
- Payments of patronage dividends not paid in money.
- Payments made by certain foreign organizations.
- Section 404(k) distributions made by an ESOP.

Interest payments

- Payments of interest on obligations issued by individuals. However, if you pay $600 or more of interest in the course of your trade or business to a payee, you must report the payment. Backup withholding applies to the reportable payment if the payee has not provided a TIN or has provided an incorrect TIN.
- Payments described in section 6049(b)(5) to nonresident aliens.
- Payments on tax-free covenant bonds under section 1451.
- Payments made by certain foreign organizations.
- Mortgage or student loan interest paid to you.

Other types of payment

- Wages.
- Distributions from a pension, annuity, profit-sharing or stock bonus plan, any IRA where the payor is also the trustee or custodian, an owner-employee plan, or other deferred compensation plan.
- Distributions from a medical or health savings account and long-term care benefits.
- Certain surrenders of life insurance contracts.
- Distribution from qualified tuition programs or Coverdell ESAs.
- Gambling winnings if regular gambling winnings withholding is required under section 3402(q). However, if regular gambling winnings withholding is not required under section 3402(q), backup withholding applies if the payee fails to furnish a TIN.
- Real estate transactions reportable under section 6045(e).
- Cancelled debts reportable under section 6050P.
- Fish purchases for cash reportable under section 6050R.
- Certain payment card transactions by a qualified payment card agent (as described in Revenue Procedure 2004-42 and Regulations section 31.3406(g)-1(f) and if the requirements under Regulations section 31.3406(g)-1(f) are met. Revenue Procedure 2004-42 is on page 121 of I.R.B. 2004-31 which is available at *www.irs.gov/pub/irs-irbs/irb04-31.pdf.*

Joint Foreign Payees

If the first payee listed on an account gives you a Form W-8 or a similar statement signed under penalties of perjury, backup withholding applies unless:

1. Every joint payee provides the statement regarding foreign status, or

2. Any one of the joint payees who has not established foreign status gives you a TIN.

If any one of the joint payees who has not established foreign status gives you a TIN, use that number for purposes of backup withholding and information reporting.

For more information on foreign payees, see the Instructions for the Requester of Forms W-8BEN, W-8ECI, W-8EXP, and W-8IMY.

Names and TINs To Use for Information Reporting

Show the full name and address as provided on Form W-9 on the information return filed with the IRS and on the copy furnished to the payee. If you made payments to more than one payee or the account is in more than one name, enter on the first name line only the name of the payee whose TIN is shown on the information return. You may show the names of any other individual payees in the area below the first name line.

Sole proprietor. Enter the individual's name on the first name line. On the second name line, enter the business name or "doing business as (DBA)" if provided. You may not enter only the business name. For the TIN, you may enter either the individual's SSN or the employer identification number (EIN) of the business. However, the IRS encourages you to use the SSN.

LLC. For an LLC that is disregarded as an entity separate from its owner, you must show the owner's name on the first name line. On the second name line, you may enter the LLC's name. Use the owner's TIN. Do not enter the disregarded entity's EIN.

Notices From the IRS

The IRS will send you a notice if the payee's name and TIN on the information return you filed do not match the IRS's records. (See *Taxpayer Identification Number (TIN) Matching* below.) You may have to send a "B" notice to the payee to solicit another TIN. Pub. 1281, Backup Withholding for Missing and Incorrect Name/TIN(s), contains copies of the two types of "B" notices.

Taxpayer Identification Number (TIN) Matching

TIN Matching allows a payer or authorized agent who is required to file Forms 1099-B, DIV, INT, MISC, OID, and /or PATR to match TIN and name combinations with IRS records before submitting the forms to the IRS. TIN Matching is one of the e-services products that is offered, and is accessible through the IRS website. Go to *www.irs.gov* and search for "e-services." It is anticipated that payers who validate the TIN and name combinations before filing information returns will receive fewer backup withholding (CP2100) "B" notices and penalty notices.

Additional Information

For more information on backup withholding, see Pub. 1281.

Form **W-8ECI**

(Rev. February 2006)

Department of the Treasury
Internal Revenue Service

Certificate of Foreign Person's Claim That Income Is Effectively Connected With the Conduct of a Trade or Business in the United States

▶ Section references are to the Internal Revenue Code. ▶ See separate instructions.
▶ Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Note: *Persons submitting this form must file an annual U.S. income tax return to report income claimed to be effectively connected with a U.S. trade or business (see instructions).*

Do not use this form for: — Instead, use Form:

- A beneficial owner solely claiming foreign status or treaty benefits W-8BEN
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) . . . W-8EXP

Note: *These entities should use Form W-8ECI if they received effectively connected income (e.g., income from commercial activities).*

- A foreign partnership or a foreign trust (unless claiming an exemption from U.S. withholding on income effectively connected with the conduct of a trade or business in the United States) . . . . . W-8BEN or W-8IMY
- A person acting as an intermediary W-8IMY

Note: *See Instructions for additional exceptions.*

Part I Identification of Beneficial Owner (See Instructions.)

1 Name of individual or organization that is the beneficial owner

2 Country of incorporation or organization

3 Type of entity (check the appropriate box): ☐ Individual ☐ Corporation ☐ Disregarded entity
☐ Partnership ☐ Simple trust ☐ Complex trust ☐ Estate
☐ Government ☐ Grantor trust ☐ Central bank of issue ☐ Tax-exempt organization
☐ Private foundation ☐ International organization

4 Permanent residence address (street, apt. or suite no., or rural route). Do not use a P.O. box.

City or town, state or province. Include postal code where appropriate. | Country (do not abbreviate)

5 Business address in the United States (street, apt. or suite no., or rural route). Do not use a P.O. box.

City or town, state, and ZIP code

6 U.S. taxpayer identification number (required—see instructions) ☐ SSN or ITIN ☐ EIN

7 Foreign tax identifying number, if any (optional)

8 Reference number(s) (see instructions)

9 Specify each item of income that is, or is expected to be, received from the payer that is effectively connected with the conduct of a trade or business in the United States (attach statement if necessary).

Part II Certification

Sign Here

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the beneficial owner (or I am authorized to sign for the beneficial owner) of all the income to which this form relates,
- The amounts for which this certification is provided are effectively connected with the conduct of a trade or business in the United States and are includible in my gross income (or the beneficial owner's gross income) for the taxable year, and
- The beneficial owner is not a U.S. person.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner.

Signature of beneficial owner (or individual authorized to sign for the beneficial owner) | Date (MM-DD-YYYY) | Capacity in which acting

Instructions for Form W-8ECI

(Rev. February 2006)

Certificate of Foreign Person's Claim That Income Is Effectively Connected With the Conduct of a Trade or Business in the United States

Department of the Treasury
Internal Revenue Service

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Note. For definitions of terms used throughout these instructions, see *Definitions* beginning on page 2.

Purpose of form. Foreign persons are generally subject to U.S. tax at a 30% rate on income they receive from U.S. sources. However, no withholding under section 1441 or 1442 is required on income that is, or is deemed to be, effectively connected with the conduct of a trade or business in the United States and is includible in the beneficial owner's gross income for the tax year.

The no withholding rule does not apply to personal services income and income subject to withholding under section 1445 (dispositions of U.S. real property interests) or section 1446 (foreign partner's share of effectively connected income).

If you receive effectively connected income from sources in the United States, you must provide Form W-8ECI to:

- Establish that you are not a U.S. person,
- Claim that you are the beneficial owner of the income for which Form W-8ECI is being provided, and
- Claim that the income is effectively connected with the conduct of a trade or business in the United States.

If you expect to receive both income that is effectively connected and income that is not effectively connected from a withholding agent, you must provide Form W-8ECI for the effectively connected income and Form W-8BEN (or Form W-8EXP or Form W-8IMY) for income that is not effectively connected.

If you submit this form to a partnership, the income claimed to be effectively connected with the conduct of a U.S. trade or business is subject to withholding under section 1446. If a nominee holds an interest in a partnership on your behalf, you, not the nominee, must submit the form to the partnership or nominee that is the withholding agent.

If you are a foreign partnership, a foreign simple trust, or a foreign grantor trust with effectively connected income, you may submit Form W-8ECI without attaching Forms W-8BEN or other documentation for your foreign partners, beneficiaries, or owners.

A withholding agent or payer of the income may rely on a properly completed Form W-8ECI to treat the payment associated with the Form W-8ECI as a payment to a foreign person who beneficially owns the amounts paid and is either entitled to an exemption from withholding under sections 1441 or 1442 because the income is effectively connected with the conduct of a trade or business in the United States or subject to withholding under section 1446.

Provide Form W-8ECI to the withholding agent or payer before income is paid, credited, or allocated to you. Failure by a beneficial owner to provide a Form W-8ECI when requested may lead to withholding at the 30% rate or the backup withholding rate.

Additional information. For additional information and instructions for the withholding agent, see the Instructions for the Requester of Forms W-8BEN, W-8ECI, W-8EXP, and W-8IMY.

Who must file. You must give Form W-8ECI to the withholding agent or payer if you are a foreign person and you are the beneficial owner of U.S. source income that is (or is deemed to be) effectively connected with the conduct of a trade or business within the United States.

Do not use Form W-8ECI if:

- You are a nonresident alien individual who claims exemption from withholding on compensation for independent or certain dependent personal services performed in the United States. Instead, provide Form 8233, Exemption from Withholding on Compensation for Independent (and Certain Dependent) Personal Services of a Nonresident Alien Individual, or Form W-4, Employee's Withholding Allowance Certificate.
- You are claiming an exemption from withholding under section 1441 or 1442 for a reason other than a claim that the income is effectively connected with the conduct of a trade or business in the United States. For example, if you are a foreign person and the beneficial owner of U.S. source income that is not effectively connected with a U.S. trade or business and are claiming a reduced rate of withholding as a resident of a foreign country with which the United States has an income tax treaty in effect, do not use this form. Instead, provide Form W-8BEN, Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding.
- You are a foreign person receiving proceeds from the disposition of a U.S. real property interest. Instead, see Form 8288-B, Application for Withholding Certificate for Dispositions by Foreign Persons of U.S. Real Property Interests.
- You are filing for a foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession claiming the applicability of section 115(2), 501(c), 892, 895, or 1443(b). Instead, provide Form W-8EXP, Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding. However, these entities should use Form W-8BEN if they are claiming treaty benefits or are providing the form only to claim exempt recipient status for backup withholding purposes. They should use Form W-8ECI if they received effectively connected income (for example, income from commercial activities).

• You are acting as an intermediary (that is, acting not for your own account or for that of your partners, but for the account of others as an agent, nominee, or custodian). Instead, provide Form W-8IMY, Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding.
• You are a withholding foreign partnership or a withholding foreign trust for purposes of sections 1441 and 1442. A withholding foreign partnership is, generally, a foreign partnership that has entered into a withholding agreement with the IRS under which it agrees to assume primary withholding responsibility for each partner's distributive share of income subject to withholding that is paid to the partnership. A withholding foreign trust is, generally, a foreign simple trust or a foreign grantor trust that has entered into a withholding agreement with the IRS under which it agrees to assume primary withholding responsibility for each beneficiary's or owner's distributive share of income subject to withholding that is paid to the trust. Instead, provide Form W-8IMY.
• You are a foreign corporation that is a personal holding company receiving compensation described in section 543(a)(7). Such compensation is not exempt from withholding as effectively connected income, but may be exempt from withholding on another basis.
• You are a foreign partner in a partnership and the income allocated to you from the partnership is effectively connected with the conduct of the partnership's trade or business in the United States. Instead, provide Form W-8BEN. However, if you made or will make an election under section 871(d) or 882(d), provide Form W-8ECI. In addition, if you are otherwise engaged in a trade or business in the United States and you want your allocable share of income from the partnership to be subject to withholding under section 1446, provide Form W-8ECI.

Giving Form W-8ECI to the withholding agent. Do not send Form W-8ECI to the IRS. Instead, give it to the person who is requesting it from you. Generally, this will be the person from whom you receive the payment, who credits your account, or a partnership that allocates income to you. Give Form W-8ECI to the person requesting it before the payment is made, credited, or allocated. If you do not provide this form, the withholding agent may have to withhold at the 30% rate or the backup withholding rate. A separate Form W-8ECI must be given to each withholding agent.

U.S. branch of foreign bank or insurance company. A payment to a U.S. branch of a foreign bank or a foreign insurance company that is subject to U.S. regulation by the Federal Reserve Board or state insurance authorities is presumed to be effectively connected with the conduct of a trade or business in the United States unless the branch provides a withholding agent with a Form W-8BEN or Form W-8IMY for the income.

Change in circumstances. If a change in circumstances makes any information on the Form W-8ECI you have submitted incorrect, you must notify the withholding agent or payer within 30 days of the change in circumstances and you must file a new Form W-8ECI or other appropriate form. For example, if during the tax year any part or all of the income is no longer effectively connected with the conduct of a trade or business in the United States, your Form W-8ECI is no longer valid. You must notify the withholding agent and provide Form W-8BEN, W-8EXP, or W-8IMY.

Expiration of Form W-8ECI. Generally, a Form W-8ECI will remain in effect for a period starting on the date the form is signed and ending on the last day of the third succeeding calendar year, unless a change in circumstances makes any information on the form incorrect. For example, a Form W-8ECI signed on September 30, 2005, remains valid through December 31, 2008. Upon the expiration of the 3-year period, you must provide a new Form W-8ECI.

Definitions

Beneficial owner. For payments other than those for which a reduced rate of withholding is claimed under an income tax treaty, the beneficial owner of income is generally the person who is required under U.S. tax principles to include the income in gross income on a tax return. A person is not a beneficial owner of income, however, to the extent that person is receiving the income as a nominee, agent, or custodian, or to the extent the person is a conduit whose participation in a transaction is disregarded. In the case of amounts paid that do not constitute income, beneficial ownership is determined as if the payment were income.

Foreign partnerships, foreign simple trusts, and foreign grantor trusts are not the beneficial owners of income paid to the partnership or trust. The beneficial owners of income paid to a foreign partnership are generally the partners in the partnership, provided that the partner is not itself a partnership, foreign simple or grantor trust, nominee or other agent. The beneficial owners of income paid to a foreign simple trust (that is, a foreign trust that is described in section 651(a)) are generally the beneficiaries of the trust, if the beneficiary is not a foreign partnership, foreign simple or grantor trust, nominee or other agent. The beneficial owners of a foreign grantor trust (that is, a foreign trust to the extent that all or a portion of the income of the trust is treated as owned by the grantor or another person under sections 671 through 679) are the persons treated as the owners of the trust. The beneficial owners of income paid to a foreign complex trust (that is, a foreign trust that is not a foreign simple trust or foreign grantor trust) is the trust itself.

Generally, these beneficial owner rules apply for purposes of sections 1441, 1442, and 1446, except that section 1446 requires a foreign simple trust to provide a Form W-8 on its own behalf rather than on behalf of the beneficiary of such trust.

The beneficial owner of income paid to a foreign estate is the estate itself.

A payment to a U.S. partnership, U.S. trust, or U.S. estate is treated as a payment to a U.S. payee. A U.S. partnership, trust, or estate should provide the withholding agent with a Form W-9. However, for purposes of section 1446, a U.S. grantor trust shall not provide the withholding agent a Form W-9. Instead, the grantor or other owner must provide Form W-8 or Form W-9 as appropriate.

Disregarded entity. A business entity that has a single owner and is not a corporation under Regulations section 301.7701-2(b) is disregarded as an entity separate from its owner.

A disregarded entity shall not submit this form to a partnership for purposes of section 1446. Instead, the owner of such entity shall provide appropriate documentation. See Regulations section 1.1446-1.

Effectively connected income. Generally, when a foreign person engages in a trade or business in the United States, all income from sources in the United States other than fixed or determinable annual or periodical (FDAP) income (for example, interest, dividends, rents, and certain similar amounts) is considered income effectively connected with a U.S. trade or business. FDAP income may or may not be effectively connected with a U.S. trade or business. Factors to be considered to determine whether FDAP income and similar amounts from U.S. sources are effectively connected with a U.S. trade or business include whether:

- The income is from assets used in, or held for use in, the conduct of that trade or business, or
- The activities of that trade or business were a material factor in the realization of the income.

There are special rules for determining whether income from securities is effectively connected with the active conduct of a U.S. banking, financing, or similar business. See section 864(c)(4)(B)(ii) and Regulations section 1.864-4(c)(5)(ii) for more information.

Effectively connected income, after allowable deductions, is taxed at graduated rates applicable to U.S. citizens and resident aliens, rather than at the 30% rate. You must report this income on your annual U.S. income tax or information return.

A partnership that has effectively connected income allocable to foreign partners is generally required to withhold tax under section 1446. The withholding tax rate on a partner's share of effectively connected income is 35%. In certain circumstances the partnership may withhold tax at the highest applicable rate to a particular type of income (for example long-term capital gain allocated to a noncorporate partner). Any amount withheld under section 1446 on your behalf, and reflected on Form 8805 issued by the partnership to you may be credited on your U.S. income tax return.

Foreign person. A foreign person includes a nonresident alien individual, a foreign corporation, a foreign partnership, a foreign trust, a foreign estate, and any other person that is not a U.S. person.

Nonresident alien individual. Any individual who is not a citizen or resident alien of the United States is a nonresident alien individual. An alien individual meeting either the "green card test" or the "substantial presence test" for the calendar year is a resident alien. Any person not meeting either test is a nonresident alien individual. Additionally, an alien individual who is a resident of a foreign country under the residence article of an income tax treaty, or an alien individual who is a bona fide resident of Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, or American Samoa is a nonresident alien individual.

Even though a nonresident alien individual married to a U.S. citizen or resident alien may choose to be treated as a resident alien for certain purposes (for example, filing a joint income tax return), such individual is still treated as a nonresident alien for withholding tax purposes on all income except wages.

See Pub. 519, U.S. Tax Guide for Aliens, for more information on resident and nonresident alien status.

Withholding agent. Any person, U.S. or foreign, that has control, receipt, or custody of an amount subject to withholding or who can disburse or make payments of an amount subject to withholding is a withholding agent. The withholding agent may be an individual, corporation, partnership, trust, association, or any other entity including (but not limited to) any foreign intermediary, foreign partnership, and U.S. branches of certain foreign banks and insurance companies. Generally, the person who pays (or causes to be paid) an amount subject to withholding to the foreign person (or to its agent) must withhold.

Specific Instructions

Part I

Line 1. Enter your name. If you are filing for a disregarded entity with a single owner who is a foreign person, this form should be completed and signed by the foreign single owner. If the account to which a payment is made or credited is in the name of the disregarded entity, the foreign single owner should inform the withholding agent of this fact. This may be done by including the name and account number of the disregarded entity on line 8 (reference number) of Part I of the form.

If you own the income or account jointly with one or more other persons, the income or account will be treated by the withholding agent as owned by a foreign person if Forms W-8ECI are provided by all of the owners. If the withholding agent receives a Form W-9, Request for Taxpayer Identification Number and Certification, from any of the joint owners, the payment must be treated as made to a U.S. person.

Line 2. If you are filing for a corporation, enter the country of incorporation. If you are filing for another type of entity, enter the country under whose laws the entity is created, organized, or governed. If you are an individual, write "N/A" (for "not applicable").

Line 3. Check the box that applies. By checking a box, you are representing that you qualify for this classification. You must check the one box that represents your classification (for example, corporation, partnership, etc.) under U.S. tax principles. If you are filing for a disregarded entity, you must check the "Disregarded entity" box (not the box that describes the status of your single owner).

Line 4. Your permanent residence address is the address in the country where you claim to be a resident for that country's income tax. Do not show the address of a financial institution, a post office box, or an address used solely for mailing purposes. If you are an individual who does not have a tax residence in any country, your permanent residence is where you normally reside. If you are not an individual and you do not have a tax residence in any country, the permanent residence address is where you maintain your principal office.

Line 5. Enter your business address in the United States. Do not show a post office box.

Line 6. You must provide a U.S. taxpayer identification number (TIN) for this form to be valid. A U.S. TIN is a social security number (SSN), employer identification number (EIN), or IRS individual taxpayer identification number (ITIN). Check the appropriate box for the type of U.S. TIN you are providing.

If you are an individual, you are generally required to enter your SSN. To apply for an SSN, get Form SS-5 from a Social Security Administration (SSA) office. Fill in Form SS-5 and return it to the SSA.

If you do not have an SSN and are not eligible to get one, you must get an ITIN. To apply for an ITIN, file Form W-7 with the IRS. It usually takes 4-6 weeks to get an ITIN.

If you are not an individual (for example, a foreign estate or trust), or you are an individual who is an employer or who is engaged in a U.S. trade or business as a sole proprietor, use Form SS-4, Application for Employer Identification Number, to obtain an EIN. If you are a disregarded entity, enter the U.S. TIN of your foreign single owner.

Line 7. If your country of residence for tax purposes has issued you a tax identifying number, enter it here. For example, if you are a resident of Canada, enter your Social Insurance Number.

Line 8. This line may be used by the filer of Form W-8ECI or by the withholding agent to whom it is provided to include any referencing information that is useful to the withholding agent in carrying out its obligations. A beneficial owner may use line 8 to include the name and number of the account for which he or she is providing the form. A foreign single owner of a disregarded entity may use line 8 to inform the withholding agent that the account to which a payment is made or credited is in the name of the disregarded entity (see instructions for line 1 on page 3).

Line 9. You must specify the items of income that are effectively connected with the conduct of a trade or business in the United States. You will generally have to provide Form W-8BEN, Form W-8EXP, or Form W-8IMY for those items from U.S. sources that are not effectively connected with the conduct of a trade or business in the United States. See Form W-8BEN, W-8EXP, or W-8IMY, and its instructions, for more details.

If you are providing this form to a partnership because you are a partner and have made an election under section 871(d) or section 882(d), attach a copy of the election to the form. If you have not made the election, but intend to do so effective for the current tax year, attach a statement to the form indicating your intent. See Regulations section 1.871-10(d)(3).

Part II

Signature. Form W-8ECI must be signed and dated by the beneficial owner of the income, or, if the beneficial owner is not an individual, by an authorized representative or officer of the beneficial owner. If Form W-8ECI is completed by an agent acting under a duly authorized power of attorney, the form must be accompanied by the power of attorney in proper form or a copy thereof specifically authorizing the agent to represent the principal in making, executing, and presenting the form. Form 2848, Power of Attorney and Declaration of Representative, may be used for this purpose. The agent, as well as the beneficial owner, may incur liability for the penalties provided for an erroneous, false, or fraudulent form.

Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. If you want to receive exemption from withholding on income effectively connected with the conduct of a trade or business in the United States, you are required to provide the information. We need it to ensure that you are complying with these laws and to allow us to figure and collect the right amount of tax.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is: **Recordkeeping,** 3 hr., 35 min.; **Learning about the law or the form,** 3 hr., 22 min.; **Preparing the form,** 3 hr., 35 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can email us at **taxforms@irs.gov.* Please put "Forms Comment" on the subject line. Or you can write to Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:T:SP, 1111 Constitution Ave. NW, IR-6406, Washington, DC 20224. Do not send Form W-8ECI to this office. Instead, give it to your withholding agent.

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

This sworn statement is submitted for:

PROJECT TITLE_____

PROJECT NUMBER _____

COUNTY OF MIAMI-DADE

STATE OF FLORIDA

Before me the undersigned authority appeared Michio Koizumi (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

Crystal Mover Services, Inc.

(Name of Entity)

815 N.W. 57th Ave, Ste 217

(Address of Entity)

312-012711151219
Federal Employment Identification Number

hereinafter referred to as the Entity being its

Michio Koizumi, President & CEO

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

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

AFFIDAVIT No. 1
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:

A. A predecessor or successor of a person convicted of a public entity crime; or

B. 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.]

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AFFIDAVIT No. 1
PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES (Cont'd)

NA 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 Management Services.]

AFFIDAVIT No. 2
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:

NA 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.

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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 President & CEO

Date 4/19/2010

STATE OF:

COUNTY OF:

The above affidavits were acknowledged before me this 19th day of April, 2010,

By _____, (Authorized Representative)

of Crystal Mover Services, Inc. (Name of Corporation, Partnership, etc.)

who is personally known to me or has produced as identification and who did/did not take an oath.

_____ (Signature of Notary)

Notary Stamp or Seal:

ANTHONY S. REHAK (Print Name)

Notary Public State of Florida
Anthony S Rehak
My Commission DD934687
Expires 12/17/2013

Notary Commission Number: DD934687

My Commission Expires: 12/17/2013

22.1

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

Firm Name of Prime Entity/Respondent: Crystal Mover Services, Inc. Project No. 702B

Project Name: Operation and Maintenance Agreement

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	
N&K Enterprises, Inc	Neville Jennings	Cleaning Vehicles, APM Rooms	$937,000		- (3.113%)
Omega Maintenance Co.	Daphne Cheddesingh	Cleaning MBSF Offices	$234,000		- (0.778%)

DUE

Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	Supplier Dollar Amount	(Principal Owner) Gender Race	

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

Prime Entity/Respondent Signature

Michio Koizumi
Print Name

President & CEO
Print Title

4/19/2010
Date

(Duplicate if additional space is needed)

Crystal Mover Services, Inc.
815 N.W. 57th Avenue; Suite 217, Miami, FL 33126 Tel: 786-476-5985 Fax: 786-476-6056

Crystal Mover Services, Inc. - Subcontracting Policy and Procedure

When CMS has the opportunity to utilize subcontractors in fulfilling any of our contracts we will utilize the following procedure:

- CMS will use the appropriate medium to notify the largest number of potential subcontractors possible of the opportunity we have available.
- We will invite local subcontractors to submit proposals and bids in an efficient and expedient manner.
- CMS shall provide the local subcontractors access to the information they need to develop their bids for our subcontracts.
- CMS will facilitate meetings with subcontractors' personnel to ensure they understand all of the bid requirements.
- Finally, CMS will award our subcontracts after we have given all submitted proposals and bids our complete and unbiased consideration.

Sincerely,

John Champ

John Champ
Vice President, Operations and Maintenance
Crystal Mover Services, Inc.
815 N.W. 57th Avenue, Suite 217
Miami, FL 33126

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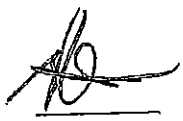
APPENDIX H

Living Wages



MIAMI-DADE COUNTY

Carlos Alvarez, Mayor

Small Business Development
111 NW 1st Street • 19th Floor
Miami, Florida 33128-1906
T 305-375-3111 F 305-375-3160

miamidade.gov

July 10, 2009

Attention: All Covered Service Contractors

NOTICE: LIVING WAGE AMENDMENTS AND INCREASE TO LIVING WAGE FOR 2009-2010

Pursuant to Miami-Dade County Code, §2-8.9 (Living Wages) herein after referred to as "Code", all covered Service Contractors with Miami-Dade County with a contract value of over $100,000 per year[1], and all Service Contractors at Miami-Dade County Aviation Department facilities without reference to any contract value, are subject to the Living Wage. The Board of County Commissioners (BCC) approved several amendments to the Code under Ordinance 09-15, which became effective on March 13, 2009. The recent amendments clarify covered services, definitions, and applications of penalties and sanctions. The substantive changes are outlined below, and a copy of the Ordinance is included for your review:

- Service contractors are now required to post the Living Wage rate notice at the site where work is performed. A copy of the notice may be obtained from the Department of Small Business Development (SBD) and from our website http://www.miamidade.gov/sba/living_wage_poster.asp
- Payroll records must be kept for a period of 3 years after the expiration, suspension or termination date of the contract
- Sanctions may be imposed for underpayment equal to 10%, 20% or 30% of the value of the underpayment of wages and/or benefits for first, second and subsequent instances of underpayment respectively. A fourth violation shall constitute default of the contract and may be cause for suspension, termination and/or debarment
- For violations other than underpayment of wages and or benefits, damages will be payable to the County in the amount of $500/week for each week in which the violation remains outstanding
- Unpaid sanctions shall bear interest at the same rate as the State of Florida statutory rate for judgments provided by Florida Statutes §55.03

For a comprehensive copy of the Code which includes the recent amendments, please visit http://www.municode.com/resources/gateway.asp?pid=10620&sid=9, or request copies from the County Clerk.

In accordance with the Code the Living Wage is annually indexed to inflation as defined by the Consumer Price Index (CPI), calculated by the U. S. Department of Commerce as applied to the County of Miami-Dade. The applicable CPI increase for fiscal year 2009-2010, represents a 0.46% wage increase. **As such, effective October 1, 2009 through September 30, 2010 the Living Wage required will be no less than $11.36 per hour provided the covered employees are part of the Service Contractor's qualifying Health Benefits Plan (HBP). Contributions by the Service Contractor towards the provision of the qualifying HBP must be no less than $1.65 per hour in order to qualify to pay the lower rate of $11.36 per hour. If no qualifying HBP is provided by the Service Contractor, the Service Contractor must pay no less than $13.01per hour to its covered employees.**

Training is offered at the Department of Small Business Development (SBD) on how to comply with the requirements of the Code. Please contact our office directly to schedule a training session. As a Service Contractor you are required to comply with the legislation governing living wages in its entirety to include any and all amendments. Please feel free to contact our office should you have any questions or need assistance relating to the Living Wages.

Sincerely,

Penelope Townsley
Director

[1] Contract value is equal to the total aggregate annual value of a contract in accordance with all applicable sections of the entire Miami-Dade County Code. This includes all awardees under a covered service contract, without regard to the method of award and the contract value associated with any given awardees'.

MIAMI-DADE COUNTY
LIVING WAGES
SUPPLEMENTAL GENERAL CONDITION

Bidders providing a covered service are advised that the provisions of Section 2-8.9 of the Code of Miami-Dade County,(Code) as amended by Ordinance [Governing Legislation], will apply to any contract(s) awarded pursuant to this bid or issuance of a GASP/Permit or other Service Contract agreement by Miami-Dade County Aviation Department. By submitting a bid pursuant to these specifications, a bidder is hereby agreeing to comply with the provisions of Section 2-8.9, and to acknowledge awareness of the penalties for non-compliance. A copy of this Code Section may be obtained online at www.miamidade.gov.

This Supplemental General Condition is organized with the following sections:

1. Definitions
2. Minimum Wages and Posting of Information.
3. Liability for Unpaid Wages; Liquidated Damages; Withholding
4. Payrolls, Records and Reporting
5. Subcontracts
6. Complaints and Hearings; Contract Termination and Debarment

1. DEFINITIONS

A. "Administrative hearing officer" means a qualified arbitrator appointed by the County Manager to resolve disputes arising from the enforcement of the Living Wage Ordinance.

B. "Applicable department" means the County department(s) using the service contract.

C. "Complaint" means any written charge/allegation presented to the Compliance Officer alleging a practice prohibited by the Ordinance.

D. "Compliance officer" means the County Manager or his/her designee to review compliance with the Governing Legislation or Living Wage Ordinance and the Administrative Order.

E. "Contract" means an agreement for services covered by the Living Wage Ordinance involving the County or Public Health Trust, or approved by the County, the Procurement Director or his/her designee, or the Public Health Trust or a Permit or Lease agreement with Miami-Dade County Aviation Department.

F. "Contracting officer" means the Department of Procurement Management and Public Health Trust staff or any other County personnel responsible for issuing County service contracts.

G. "County" means the government of Miami-Dade County or the Public Health Trust.

H. "Covered employee" means anyone employed by any service contractor, as further defined in County Code Section 2-8.9, either full or part time, as an employee with or without benefits that is providing covered services pursuant to the service contractor's contract with the County.

I. "Covered employer" means any and all service contractors and subcontractors of service contractors providing covered services. Service contractor is any individual, business entity, corporation (whether for profit or not-for-profit), partnership, limited liability company, joint venture, or similar business that is conducting business in Miami-Dade County or any immediately adjoining county and meets the following criteria:

(1) the service contractor is paid in whole or in part from the County's general fund, capital projects funds, special revenue funds, or any other funds either directly or indirectly, for contracted covered service whether by competitive bid process, informal bids, requests for proposals, some form of solicitation, negotiation, or agreement, or any other decision to enter into a contract; and

(2) the service contractor and any subcontractor is engaged in the business to provide covered services either directly or indirectly for the benefit of the County; or

(3) the service contractor is a General Aeronautical Service (GASP) Permittee or otherwise provides any of the covered services defined herein at any Miami Dade County Aviation Department facility including Miami International Airport pursuant to a permit, lease agreement or otherwise.

J. Covered services are services purchased by the County that are subject to the requirements of the Living Wage Ordinance which are one of the following:

(1) County Service Contracts - Contracts awarded by the County that involve a total contract value of over $100,000 per year for the following services:

(i) food preparation and/or distribution;
(ii) security services;
(iii) routine maintenance services such as custodial, cleaning, refuse removal, repair, refinishing and recycling;
(iv) clerical or other non-supervisory office work, whether temporary or permanent;
(v) transportation and parking services including airport and seaport services;
(vi) printing and reproduction services; and,
(vii) landscaping, lawn and/or agricultural services.

(2) Services provided to Miami-Dade County Aviation facilities: Any service that is provided by a GASP Permittee to a Miami-Dade County Aviation Department Facility or any other service contractor that provides any of the following services to a Miami-Dade County Aviation Department facility is a covered service without reference to any contract value.

(i) Ramp Service: Guiding aircraft in and out of Airport; aircraft loading and unloading positions, designated by the Aviation Department; placing in position and operating passenger, baggage and cargo loading and unloading devices, as required for the safe and efficient loading and unloading of passengers, baggage and cargo to and from aircraft; performing such loading and unloading; providing aircraft utility services, such as air start and cabin air; fueling; catering; towing aircraft; cleaning of aircraft; delivering cargo, baggage and mail to and from aircraft to and from locations at any Miami-Dade County Aviation Department facility; and providing such other ramp services approved in writing by the Aviation Department;

(ii) Porter Assistance Services: Handling and transportation through the use of porters, or other means, of baggage and other articles of the passengers of contracting air carriers or aircraft operators, upon request of the passenger, in public access areas of the Airport Terminal Complex. The Living Wage shall not apply to employees performing tip-related porter assistance services, including curbside check-in;

(iii) Passenger Services: Preparing such clearance documents for the baggage and cargo of aircraft passengers, as may be required by all governmental agencies; furnishing linguists for the assistance of foreign-speaking passengers; passenger information assistance; arranging in-flight meals for departing aircraft with persons or companies authorized by the Department to provide such meals; and providing assistance to handicapped passengers;

(iv) Dispatching and Communications Services: Providing ground to aircraft radio communication service; issuing flight clearances; sending and receiving standard arrival, departure and flight plan messages with appropriate distribution of received messages; providing standby radio flight watch for aircraft in flight; and calculation of fuel loads and take-off and landing weights for aircraft;

(v) Meteorological Navigation Services: Providing information based on the analysis and interpretation of weather charts; planning aircraft flights in accordance with the latest accepted techniques; providing

appropriate prognostic weather charts; and generally providing information appropriate for enroute aerial navigation;

(vi) Ticket Counter and Operations Space Service: The operation of ticket counter and airlines' operations space; ticket checking, sales and processing; weighing of baggage; operation of an information, general traffic operations and communications office for air carriers and aircraft operators with whom the Service Contractor has contracted to supply such services;

(vii) Janitorial Services;

(viii) Delayed Baggage Services;

(ix) Security Services unless provided by federal government or pursuant to a federal government contract; and,

(x) Any other type of service that a GASP permittee is authorized to perform at any Miami-Dade County Aviation Department Facility will be considered a covered service, regardless of whether the service is performed by a GASP permittee or other service contractor.

(xi) In warehouse cargo handlers.

K. "Debar" means to exclude a service contractor, its individual officers, its principal shareholders, its qualifying agent or its affiliated businesses from County contracting and subcontracting for a specific period of time, not to exceed five (5) years, pursuant to section 10-38 of the Code of Miami-Dade County.

L. "Living wage" means the minimum hourly pay rate with or without a health benefit plan as further described in Section 2-8.9 of the Code of Miami-Dade County and as indexed from year to year.

M. "Living Wage Commission" means a fifteen person advisory board established by the County Commission for the purpose of reviewing the effectiveness of the Living Wage Ordinance, reviewing certifications submitted by covered employers, reviewing quarterly reports on complaints filed by employees and making recommendations to the County Mayor and Commission.

N. "Project manager" means the person assigned under a contract, usually a department director of the using agency or his/her designee, who has primary responsibility to manage the contract and enforce contract requirements.

2. MINIMUM WAGES AND POSTING OF INFORMATION

A. All covered employees providing covered services shall be paid a living wage in accordance with the current rate for the given year in the manner provided for herein for the adjustment of the Living Wage rate. When the covered employer seeks to comply with the Code by choosing to pay the wage rate applicable when also providing a qualifying Health Benefit Plan, such health benefit plan shall consist of a per hour contribution towards the provision of a Health Benefit Plan for employees and, if applicable, their dependents in accordance with the current rate for the given year. Proof of the provision of such a health benefit plan must be submitted to the awarding authority to qualify for the wage rate for employees with a health benefit plan.

B. The minimum amount of payment by a Service Contractor for the provision of a Health Benefit Plan on a per-hour basis will be calculated based on a maximum of a 40-hour work week. Overtime hours will not require additional payments towards the provision of a health benefit plan. If the service contractor pays less than the required amount for provision a health benefit plan provided in this section, then the service contractor may comply with the Living Wage requirements by paying the difference between the premium it pays for the health benefit plan of the Covered Employee and the minimum amount required by this section for a qualifying health benefit plan. The service contractor may require that all employees enroll in a health benefit plan offered by the service contractor, provided that the employee is not required to pay a premium contribution for employee-only coverage. Health Benefit Plan for purposes of this section shall qualify if it includes the benefits contained in a standard health benefit plan meeting the requirements set forth in §627.6699(12)(a)Florida Statutes.

(1) To the extent a Covered Employer seeks to pay the lower Living Wage rate for employers providing a qualifying Health Benefit Plan during the initial eligibility period applicable to new employees, the Living Wage requirement may be complied with as follows during the eligibility period:

i. A Covered Employer may only qualify to pay the Living Wage rate applicable to employees with a Health Benefit Plan for a term not to exceed the first ninety (90) days of the new initial employee's eligibility period, said term commencing on the employee's date of hire.

ii. If the Covered Employee is not provided with a qualifying Health Benefit Plan within ninety (90) days of initial hire, then the Covered Employer, commencing on the ninety-first (91) day of the new employee's initial eligibility period, must commence to pay the applicable Living Wage rate for Covered Employees without a Health Benefit Plan and must retroactively pay the Covered

Employee the difference between the two Living Wage rates for the term of the eligibility period.

C. Pursuant to Section C of County Code Section 2-8.9, the Living Wage rate must be annually indexed based on the Consumer Price Index (CPI) calculated by the U.S. Department of Commerce as applied to the County of Miami-Dade.

D. Covered employees shall be paid by company or cashier's check, not less than bi-weekly, and without subsequent deduction or rebate on any account. The covered employer shall pay wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.

E. Covered employers must post in a visible place on the site where such contract work is being performed, a notice specifying the (1) wages/benefits to be paid; (2) the amount of liquidated damages for any failure to pay such specified combined overall hourly wage rate and benefits; and (3) the name and address of the responsible official in Miami-Dade County to whom written complaints should be sent. Posting requirements will not be required where the employer prints the following statements on the front of the covered employee's paycheck and every six months thereafter: "You are required by Miami-Dade County law to be paid at least [insert applicable rate under this Chapter] dollars an hour. If you are not paid this hourly rate, contact your supervisor or a lawyer." All notices will be printed in English, Spanish and Creole. Any complaints of underpayment must be filed in writing with the Director of the Department of Business Development, 111 Northwest First Street, 19th Floor, Miami, Fl., 33128, (305) 375-3134.

F. Covered employers must refrain from terminating or otherwise retaliating against an employee performing work on the contract even though a complaint of practices has been filed by the employee or other investigative or enforcement action is being taken regarding such service contractor.

3. LIABILITY FOR UNPAID WAGES; PENALTIES; WITHHOLDING

A. In the event of any underpayment of required wage rates, the contractor may be liable to the underpaid employee for the amount of such underpayment within thirty (30) days of the findings of violation. Covered employers found to be in violation of the requirements of Section 2-8.9 may also be required to pay liquidated damages of up to $500 to the County for each employee of the covered employer who performs any portion of the contract work for each week, or portion thereof, that is paid less than the specified applicable living wage rate. Request for appeals of violations must be filed in writing with the compliance officer within ten (10) days of receipt of the violation.

B. Any wages not collected by underpaid employees shall be remitted, by the employer responsible for paying the wage debt, to the Department of Business

Development (DBD) for depository into the DBD Trust Fund. Proceeds from the "Trust Fund" shall be held for one (1) year and if not claimed by the underpaid employee, shall be transferred to the State of Florida.

C. The County may withhold from a service contractor any moneys payable on account of work performed under the contract, such sums as may be determined to be necessary to satisfy any liabilities for unpaid wages and penalties as provided herein. In order to preserve the rights of the affected workers under Section 2-8.9, the project manager may withhold or cause to be withheld from the service contractor under this agreement so much of the accrued payments or advances as may be considered necessary to pay employees of the covered employer the full amount of wages required by the contract. In the event of failure to pay any covered employee, employed or working on the project, all or part of the wages required by the contract, the project manager may, after written notice to the service contractor, take such action as may be necessary to cause the suspension of any further payment, until such violations have ceased. The withheld monies shall be remitted to the covered employee only in accordance with the provisions of Section 6, "Complaints and Hearings; Contract Termination and Debarment".

D. In addition to the payment of penalties and backwages, repeat offenders may be debarred from doing business with the County for a period of up to five years and/or have their contracts terminated.

E. A covered employer who fails to respond to a notice of non-compliance, fails to attend a Compliance Meeting, or who does not timely request an administrative hearing from an adverse compliance determination made by DBD after a Compliance Meeting shall be deemed not to have complied with the requirements of this section as stated in the notice or determination of non-compliance. Once the determination is made by DBD, the notice or determination of non-compliance will stand. In the case of underpayment of the Living Wage required, an amount sufficient to pay any underpayment shall be withheld from contract proceeds and remitted to the employee and the covered employer may be fined the applicable penalty for such underpayment as follows. In the case of underpayment of the required Living Wage rate, the amount equal to the amount of such underpayment may be withheld from the covered employer and remitted to the employee and in addition, the covered employer may also be fined for such non-compliance as follows:

(1) For the first underpayment, a penalty in an amount equal to 10% of the amount;
(2) For the second underpayment, a penalty in an amount equal to 20% thereof;
(3) For the third and successive underpayments, a penalty in an amount equal to 30% thereof;

(4) A fourth violation shall constitute a default of the subject contract and may be cause for suspension or termination in accordance with the contract's terms and debarment in accordance with the debarment procedures of the County.

Monies received from payment of penalties imposed hereunder shall be deposited in a separate account and shall be utilized solely to defray DBD's costs of administering the Living Wage provisions. If the required payment is not made within a reasonable period of time, the non-complying Covered Employer and the principal owners thereof shall be prohibited from bidding on or otherwise participating in County Living Wage contracts for a period of three (3) years.

4. PAYROLL; RECORDS; REPORTING

A. Each covered employer shall maintain payrolls for all covered employees and records relating thereto and shall preserve them for a period of three (3) years. The records shall contain: the name and address of each covered employee, the job title and classification, the number of hours worked each day, the gross wages earned and deductions made; annual wages paid; a copy of the social security returns and evidence of payment thereof; if applicable, a record of health benefit payments including contributions to approved plans; and any other data or information the Living Wage Commission or compliance officer should require from time to time.

B. The service contractor shall provide a certificate to the applicable department, with every invoice or requisition for payment, that includes the name, address, and phone number of the covered employer, a local contact person, and the specific project for which the service contract is sought; the amount of the contract and the applicable department the contract will serve; a brief description of the project or service provided; a statement of the wage levels for all employees; and a commitment to pay all employees a living wage as set forth in the contract specifications; and the name and social security number of every employee that provided service for that requisition for payment.

C. The covered employer shall submit the information required hereunder every six (6) months, to the applicable department a complete payroll showing the employer's payroll records for each covered employee working on the contract for covered services for one payroll period.

D. The covered employer shall file with the applicable department, every six months, reports of employment activities to be made publicly available, including: race and gender of employees hired and terminated; zip codes of employees hired and terminated; and wage rates of employees hired and terminated.

E. The covered employer shall make the records required to be kept hereunder available for inspection, copying or transcription by an authorized

representative of the County, and shall permit such representative to interview employees during working hours on the job. Failure to submit the required reports upon request or to make records available may be grounds for debarment. The service contractor is responsible for the submission of the information required hereunder and for the maintenance of records and provision of access to same by all subcontractors.

5. SUBCONTRACTS

The service contractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 6 of this provision and also a clause requiring the subcontractors to include these clauses in any subcontracts. The service contractor shall be responsible for compliance by any subcontractor with the clauses set forth in paragraphs 1 through 6 of this provision.

6. PROCEDURES FOR APPEAL THROUGH ADMINISTRATIVE HEARING OFFICER PROCESS; CONTRACT TERMINATION AND DEBARMENT

A. Appeals of findings of violation and imposition of penalties by the compliance officer shall be heard by an administrative hearing officer. Upon the receipt of a written appeal, the compliance officer shall notify the County Manager in writing and the County Manager shall appoint an administrative hearing officer and set a time for an administrative hearing. Failure to appeal within the specified time shall be considered a waiver of the appeal process provided for in Section 3.A and an admission of the complaint/violation.

B. Notification of hearing date shall be served by the compliance officer upon the covered employer against whom the complaint is made within ten (10) working days of the appointment of the administrative hearing officer. Such notice shall be by certified mail, return receipt requested. Such notice shall include:

1) A copy of the written complaint, including reasons and causes for the proposed administrative hearing outlining alleged prohibited practices upon which it is based;
2) The penalties assessed;
3) That an administrative hearing shall be conducted before an administrative hearing officer on a date and time not to exceed thirty (30) business days after service of the notice. The notice shall also advise the covered employer that they may be represented by an attorney, may present documentary evidence and verbal testimony, and may cross-examine or rebut evidence and testimony presented against them; and,
4) A description of the effect of the issuance of the notice of the proposed administrative hearing and the potential effect(s) of this administrative hearing.

C. The compliance officer or his/her designee shall, with the assistance of the project manager, present evidence and arguments to the administrative hearing officer.

D. No later than seven (7) days prior to the scheduled hearing date, the covered employer must furnish the compliance officer a list of the defenses the covered employer intends to present at the administrative hearing. If the covered employer fails to submit such list, in writing, at least seven (7) days prior to the administrative hearing, or fails to seek an extension of time within which to do so, the covered employer shall be deemed to have waived the opportunity to be heard at the administrative hearing. The administrative hearing officer shall have the right to grant or deny an extension of time, and the decision may only be reviewed upon an abuse of discretion.

E. Hearsay evidence shall be admissible at the administrative hearing, but shall not form the sole basis for finding a violation of Section 2-8.9. The administrative hearing shall be transcribed, taped or otherwise recorded by a court reporter, at the election of the administrative hearing officer and at the expense of the County. Copies of the hearing tape or transcript shall be furnished at the expense and request of the requesting party. The cost of such transcription may be assessed, by the hearing officer, against a service contractor that has been found to violate Section 2-8.9.

F. In addition to the payment of penalties and back wages, the County Manager may debar, for a period not to exceed three (3) years, a service contractor or subcontractor and the principal owners and/or qualifying agents thereof found to have violated the requirements of Section 2-8.9 a second time. If the County Manager determines a covered employer failed to comply with these provisions a forth time, the non-complying covered employer's service contract with the County may be terminated.

G. The County Manager may order the withheld amount equal to any underpayment remitted to the employee. In addition, the County Manager may order payment of a penalty to the County. If the required payment is not made within a reasonable period of time, the County Manager may order debarment as described above.

A breach of the clauses contained in this Supplemental General Condition shall be deemed a breach of this contract/ Permit or Lease Agreement and may be grounds for termination of the contract, Permit or Lease Agreement and grounds for debarment, and any other remedies available to the County.