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

Memorandum

MIAMI-DADE COUNTY

Date: June 21, 2016

Agenda Item No. 14(A)(8)

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

From: Carlos A. Gimenez
Mayor

Subject: Second and Final Amendment and Consent to Assignment of the Professional Services Agreement for MIA Runway 12-30 Pavement Rehabilitation from H. J. Ross Associates, Inc. to T.Y. Lin International

Resolution No. R-570-16

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached Second and Final Amendment and consent to assignment of the Professional Services Agreement (PSA) for Miami International Airport's (MIA) Runway 12-30 Pavement Rehabilitation from H.J. Ross Associates, Inc. (H.J. Ross) to T.Y. Lin International (T.Y. Lin). The Amendment, which extends the term by four (4) years, increases the Agreement amount by $5,492,443.75, and provides for additional taxiway design services required to access available federal and state funding.

Scope

MIA is located primarily within District 6, which is represented by Commissioner Rebeca Sosa; however, the impact of this item is countywide, as MIA is a regional asset.

Fiscal Impact/Funding Source

This item secures 2016 grant funds from the Federal Aviation Administration (FAA) and the Florida Department of Transportation (FDOT) for design services to rehabilitate MIA Taxiways T and S, and the relocation of Taxiway R. The estimated design costs are $5,492,443.75. The FAA will fund 75 percent, or $4,119,333.00, of the design phase. FDOT is funding $200,000.00 and the remaining $1,173,111.00 will be funded by Aviation Revenue Bonds. The estimated construction cost for this project is $38,500,000.00, of which FAA participation is 75 percent of FY 2016-17 funds with an available entitlement fund contribution in the amount of $28,875,000.00, and the remaining $9,625,000.00 to be funded by Aviation Revenue Bonds.

Track Record/Monitor

H.J. Ross has an average rating of 3.7 (with 4.0 being the highest) based on eleven (11) evaluations in the Internal Services Department's Capital Improvements Information System database. H.J. Ross is a wholly owned subsidiary of T.Y. Lin International. T.Y. Lin, as an independent entity, has no evaluations in the CIIS database; however, due to the assumption of H.J. Ross by T.Y. Lin, the existing local staff has produced all of the previous work on this project. The Miami-Dade Aviation Department (MDAD) Project Manager is Franklin Stirrup.

Background

Pursuant to Resolution No. R-115-12, H.J. Ross was awarded the subject Agreement on February 7, 2012 to provide design services for MIA's Runway 12-30 and Taxiways P, Q, and

R pavement rehabilitation. Those services included but were not limited to engineering design; engineering construction management; civil, electrical, and structural engineering; preparation and/or generation of topographic surveys, plans, contract documents, engineer's report(s) and construction estimates; quality assurance/quality control; project management; assistance with the bidding and award of the project, federal and state grant documentation, and work-site and work-related services during the construction phase.

The pavement rehabilitation of MIA's Runway 12-30, Taxiways P, Q, and R, and the construction of the west cargo apron were completed in 2015 on time and under budget. The project was the first to implement a new FAA requirement for utilization of a Construction Safety and Phasing Plan. The lessons learned by the consultant on this project will translate into a more cost-effective design, schedule, and maintenance of airfield traffic due to the firsthand knowledge of the FAA's requirements, the tenant's operational needs, Air Traffic Control Tower procedures, and MDAD's Airside Operation's protocols.

Similarly, the FAA conducted a Safety Risk Management assessment on the MIA Runway 12-30 Pavement Rehabilitation project, a first for MIA. The reporting and presentations required to satisfy this assessment were performed by the consultant. The project was approved by the FAA without exceptions.

Pursuant to Resolution No. R-158-14, the First Amendment to the subject Agreement was ratified by the Board on February 19, 2014 in the amount of $500,000.00 to provide design services for an 8.27 acre aircraft parking apron connecting to Taxiway S and adjacent to Runway 12-30.

On February 18, 2016, H.J. Ross voluntarily assigned this Agreement to T.Y. Lin as its parent company. As the original Agreement did not allow for assignment even under a buyout agreement, an amendment is necessary to enable T.Y. Lin to continue providing the same level of quality services under the Agreement.

The FAA has now identified grant funds available for Airport Improvement Program (AIP) eligible projects for Fiscal Year 2016-17. Failure to meet the strict schedule milestones set by the grant agencies will automatically forfeit the available funding. Therefore, MDAD has accelerated the initiation of two (2) future projects identified in MIA's Capital Improvement Program (CIP) to capitalize on these limited available federal AIP funds, which would offset future capital expenditures: the rehabilitation of Taxiways S and T, and the relocation and eastward extension of Taxiway R.

The rehabilitation of Taxiways S and T is critical to MIA because they provide the only access to MIA's Cargo Area and serve as the primary parallel taxiways to the Airport's longest runway. Further, the lighting systems for both taxiways need to be replaced. The relocation and eastward extension of Taxiway R will increase airfield operational efficiency and enhance cargo capacity. This work was not previously included in the contract because of a lack of available funding.

Utilizing this existing Agreement to perform the required design will allow the Department to meet specific federal grant deadlines, which call for the project to be designed using an accelerated design process that allows the project to be competitively bid and for an award recommendation to be presented to the Board for approval no later than June 17, 2017. The use of this existing contract will facilitate meeting the federal deadline. Over 200 local constructions jobs will be created by this project.

PROJECT DESCRIPTION:	The scope of work will include the construction of approximately 5,200 linear feet of new taxiway pavement and associated connectors, installation of a new drainage system and culvert, 290,000 square yards of milling and asphalt overlay, upgrading of all associated utilities, pavement markings, signage, centerline, edge, and hold bar lighting.
COMPANY NAME/ADDRESS:	T.Y. Lin International 201 Alhambra Circle, Suite 900 Coral Gables, Florida 33134
HOW LONG IN BUSINESS:	Forty (40) years
PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS:	See attached SBD Report.
TERM OF AGREEMENT:	Five (5) years, expiring February 21, 2017
ORIGINAL AGREEMENT AMOUNT:	$4,211,903.50 (including the Inspector General Account)
FIRST AMENDMENT AMOUNT:	$500,000.00
RECOMMENDED MODIFICATION:	Increase the Agreement amount by $5,492,443.75, extend the term by four (4) years, and modify the Agreement to provide consent to the assignment from H.J. Ross to T.Y. Lin International.
ADJUSTED AGREEMENT AMOUNT:	$10,204,347.25 (including the Inspector General Account)
PERCENT CHANGE THIS MODIFICATION:	117 percent

CONTRACT MEASURES:	23 percent Disadvantaged Business Enterprise (DBE)
CONTRACT MEASURES ACHIEVED AT AWARD:	36.5 percent
CONTRACT MEASURES ACHIEVED TO DATE:	36.42 percent ($1,681,634.45) BND Engineering 18.71 percent ($863,995.66) Nova Engineering 4.01 percent ($185,152.88) BCC Engineering 6.67 percent ($307,880.31) Rodolfo Ibarra 2.21 percent ($101,918.33) Nifah and Partners 1.95 percent ($89,917.87) CRJ & Associates 2.87 percent ($132,769.40)
USING DEPARTMENT:	Miami-Dade Aviation Department

Jack Osterholt, Deputy Mayor

MEMORANDUM

(Revised)

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

DATE: June 21, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 14(A)(8)

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. 14(A)(8)
6-21-16

RESOLUTION NO. R-570-16

RESOLUTION APPROVING SECOND AMENDMENT AND CONSENT TO ASSIGNMENT OF PROFESSIONAL SERVICES AGREEMENT FOR MIA RUNWAY 12-30 PAVEMENT REHABILITATION PROJECT NO. E10-MDAD-01 BETWEEN MIAMI-DADE COUNTY AND H.J. ROSS ASSOCIATES, INC., (H.J. ROSS); INCREASING THE AGREEMENT AMOUNT BY $5,492,443.75 FOR A NEW AGREEMENT TOTAL NOT TO EXCEED $10,204,347.25; INCREASING THE TERM OF AGREEMENT BY FOUR (4) YEARS; CONSENTING TO ASSIGNMENT BY H.J. ROSS OF ALL OF ITS RIGHTS AND OBLIGATIONS AS THE ARCHITECT/ENGINEER UNDER SUCH PROFESSIONAL SERVICES AGREEMENT TO T.Y. LIN INTERNATIONAL; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE THE SECOND AMENDMENT AND CONSENT TO ASSIGNMENT AND TO EXERCISE THE PROVISIONS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that the Board hereby approves the Second Amendment and Consent to Assignment of the Professional Services Agreement for MIA Runway 12-30 Pavement Rehabilitation, Project No. E10-MDAD-01, between Miami-Dade County and H. J. Ross Associates, Inc. (H.J. Ross), authorizing an increase in the Agreement amount by $5,492,443.75 and an extension of the Term of the Agreement by four (4) years, in substantially the form attached hereto all as more particularly set forth in the accompanying memorandum from the County Mayor; consenting to the assignment by H.J. Ross of all of its rights and obligations as the Architect/Engineer under said Agreement to T.Y. Lin

International; and authorizing the County Mayor or the Count y Mayor's designee to execute the same for and on behalf of the County and to exercise the provisions thereof; including but not limited to termination and extension provisions.

The foregoing resolution was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Barbara J. Jordan** and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman	**aye**		
Esteban L. Bovo, Jr., Vice Chairman	**aye**		
Bruno A. Barreiro	**aye**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**absent**	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 21st day of June, 2016. 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.

David M. Murray

SECOND AMENDMENT AND CONSENT TO ASSIGNMENT OF THE PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND H. J. ROSS ASSOCIATES, INC. FOR THE MIA RUNWAY 12-30 PAVEMENT REHABILITATION PROJECT NO. E10-MDAD-01

THIS SECOND AMENDMENT AND CONSENT TO ASSIGNMENT OF THE AGREEMENT BETWEEN MIAMI-DADE COUNTY, FLORIDA AND H. J. ROSS ASSOCIATES, INC, is hereby made and entered into this _____ day of _____, 2016 by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County or Owner", H. J. ROSS ASSOCIATES, INC., hereinafter referred to as "HJR", and T.Y. LIN INTERNATIONAL, a California corporation authorized to do business in the State of Florida, hereinafter referred to as "TYL", and collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, by Resolution No. R-115-12, passed and adopted by the Board of County Commissioners ("Board"), a Professional Services Agreement was awarded for the MIA Runway 12-30 Pavement Rehabilitation ("Agreement") for the Miami-Dade Aviation Department to H. J. Ross Associates, Inc.; and

WHEREAS, the First Amendment, which increased the amount of the Agreement by $500,000.00, was approved by the County Mayor pursuant to his delegated authority under Ordinance No. 95-64, and ratified by the Board through Resolution No. R-158-14 on February 19, 2014; and

WHEREAS, the County is eligible for grants from the Federal Aviation Administration for construction of the apron and a taxiway adjacent to and between pavement work designed by HJR under the Agreement, and the design work for such construction is substantially identical to the scope of the design work authorized under this Agreement; and

WHEREAS, in order for the Miami-Dade Aviation Department to meet the timeline to secure such 75% Federal funding, the County desires to modify this Agreement by extending the Agreement by four (4) years and increasing the amount of the Agreement by $5,492,443.75 (includes Inspector General Fee), so that the Architect/Engineer can provide additional professional services required, and the Architect/Engineer has agreed to provide such services under the terms and conditions of the Agreement as modified herein; and

WHEREAS, HJR has been purchased by TYL, and the operations and obligations of HJR are being assumed by TYL; and

WHEREAS, HJR has agreed to assign, and TYL has agreed to accept, assignment upon the terms and conditions contained herein, of any and all rights, title, obligations, and interests HJR may have in and to the Agreement;

WHEREAS, the County desires to amend the Agreement to allow for the assignment of the Agreement as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises contained herein, the Parties hereto agree as follows:

1. Add the following to the end of Sub-article 3.3, Assignment:

   "Notwithstanding anything to the contrary contained herein, this Agreement may be assigned by HJR to TYL with the prior written consent of the County. "

2. The County consents to the assignment of all of HJR's rights and obligations as the Architect/Engineer under the Agreement to TYL, and agrees that TYL shall be deemed the Architect/Engineer under the Agreement.

3. TYL assumes all of the rights, liabilities, and obligations of the Architect/Engineer under the Agreement, including with respect to all work previously performed by HJR.

4. All compensation due and payable under the Agreement after the date of this Second Amendment and Consent to Assignment shall be made payable to TYL.

5. TYL shall assume any and all liability to the County for any claim arising under the Agreement, whether such claim accrued before or after this Assignment. TYL shall indemnify and hold harmless the Owner from any and all claims by HJR under the Agreement pursuant to the terms of this Agreement.

6. Delete the first paragraph of Sub-article 3.6 and replace it with the following:

   3.6 TERM OF AGREEMENT: The term of this Agreement shall be for Nine (9) years and shall begin upon execution by the Parties and shall be in effect until all Services are completed or until those Service Orders in force at the end of the stated period of time have been completed and the Services accepted, whichever is later.

7. Delete Sub-article 8.1 and replace it with the following:

8.1 COMPENSATION FOR BASIC SERVICES: The Basic Services fee shall be the Fixed Lump Sum amount of **Four Million Six Hundred Fifty-four Thousand Two Hundred Twenty Dollars and No Cents ($4,654,220.00).**

8. Delete the Schedule of Payments for Basic Services Table in Sub-Article 8.2 and replace it with the following:

SCHEDULE OF PAYMENTS FOR BASIC SERVICES

COMPENSATION DUE THE ARCHITECT/ENGINEER
UPON COMPLETION OF EACH OF THE PHASES OF THE
BASIC SERVICES

PHASE NO.	FIXED LUMP SUM FEE
1A Program Verification	$ 321,625.00
1B Preparation of Schematic Design Documents	Not Used
2 Design Development	Not Used
3A 30% Complete Contract Documents	$ 834,000.00
3B 75% Complete Contract Documents	$1,022,750.00
3C 100% Complete Contract Documents	$1,390,250.00
3D Bid Contract Documents	$ 241,950.00
4 Bidding & Award of Contract	$ 88,915.00

5 Work Related Services Through Final Acceptance of the Project	$ 607,000.00
5 Completion of All Work Related Services Except the Warranty Inspection	$ 103,300.00
5 Warranty Inspection	$ 44,430.00

9. Delete the first paragraph of Sub-Article 8.3 and replace it with the following:

   8.3.1 An Additional Services Allowance Account is hereby established in the amount of **Four Hundred Thirty-one Thousand Six Hundred Eighty Dollars and No Cents ($431,680.00) to pay for Additional Services that may be authorized by Service Order.**

10. Delete the second paragraph of Sub-Article 8.3 and replace it with the following:

    8.3.2 A dedicated Allowance Account is hereby established in the amount of **Two Million Nine Hundred Seventy Thousand Five Hundred Dollars and No Cents ($2,970,500.00) to pay for Work Site Services as authorized by Service Order.**

11. Delete the third paragraph of Sub-Article 8.3 and replace it with the following:

    8.3.3 A dedicated Allowance Account is hereby established in the amount of **One Million Five Hundred Seven Thousand Five Hundred Dollars and No Cents ($1,507,500.00)** to pay for services, as authorized by Service Order, that may be required to mitigate differing site conditions, differing phasing than contemplated, and/or weather impacts, services that otherwise fall outside the scope of Additional Services, as well as added reimbursables, Work Related and Work Site Services that may be needed due to any of the above conditions or expanded Work resulting from authorized Additional Services. Fees for design services shall be determined, paid and otherwise treated in the same manner as fees for Additional Services. Fees for added Work Site Service shall be determined, paid and otherwise treated in the same manner as fees for Work Site Services.

12. Delete the fourth paragraph of Sub-Article 8.3 and replace it with the following:

    8.3.4 A dedicated Allowance Account is hereby established in the amount of **Four Hundred Five Thousand Dollars and No Cents ($405,000.00)** to pay for Survey as authorized by Service Order.

13. Delete Sub-Article 8.5 and replace it with the following:

    8.5 REIMBURSABLE EXPENSES: A dedicated Allowance Account is hereby established in the amount of **Two Hundred Ten Thousand Dollars and No Cents ($210,000.00)** to pay for Reimbursable Expenses as authorized by Service Order.

14. Delete Sub-Article 8.11 and replace it with the following:

    8.11 INSPECTOR GENERAL AUDIT ACCOUNT: One audit account is hereby established to pay for mandatory random audits by the County's Inspector General pursuant to County Code Section 2-1076. The amount for the Inspector General Audit Account is hereby set at **Twenty-five Thousand Four Hundred Forty-seven Dollars and Twenty-five Cents ($25,447.25).** The Architect/Engineer shall have no entitlement to any of these funds. The Owner retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from these audit accounts remain the property of the County.

15. Delete Sub-article 8.12 and replace it with the following:

    8.12 TOTAL AUTHORIZED AMOUNT FOR THIS AGREEMENT: The Total Authorized Amount for this Agreement, including Basic Services and all Allowance Accounts, is **Ten Million Two Hundred Four Thousand Three Hundred Forty-seven Dollars and Twenty-five Cents ($10,204,347.25).** The Owner retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this authorized agreement amount remain the property of the County.

16. Add the following paragraph to Sub-article 9.1:

    The design of the relocation of Taxiway "R" and the rehabilitation of Taxiways "S" and "T" encompassing approximately 24,000 linear feet of taxiway pavement inclusive of the design for pavement, grading, drainage, airfield pavement markings and signage, airfield lighting, utility relocations, construction phasing and maintenance of traffic.

17. Delete Sub-article 8.12 and replace it with the following:

Pursuant to Article 4.2, the Architect/Engineer shall submit a DSCMP in Excel, Microsoft Project, or Primavera format and shall include, among other things, proposed durations, from authorization to proceed, for each phase that is consistent with the following durations:

Phase 1A	Program Verification	30 days
Phase 1B	Preparation of Schematic Design Documents	N/A
Phase 2	Design Development	N/A
Phase 3A	30% Complete Contract Documents	60 days
Phase 3B	75% Complete Contract Documents	60 days
Phase 3C	100% Complete Contract Documents	75 days
Phase 3D	Bid Documents	15 days

18. In all other respects, the Agreement shall remain in full force and effect in accordance with the terms and conditions specified herein.

19. This Second Amendment and Consent to Assignment shall become effective as of the date first written above.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor

Approved for Form
and Legal Sufficiency

Attest: Harvey Ruvin, Clerk

_____
Assistant County Attorney

By: _____
Deputy Clerk

H. J. ROSS ASSOCIATES, INC.

ATTEST:

Secretary _____
(Signature and Seal)

By: _____
Authorized Officer - Signature

Robert A Peterson Secretary
(Type Name & Title)

Name: Mariano Valle

Sr. Vice President
(Type Name & Title)

T. Y. LIN INTERNATIONAL

ATTEST:

Secretary _____
(Signature and Seal)

By: _____
Authorized Officer - Signature

Robert A Peterson Secretary
(Type Name & Title)

Name: RICHARD WATERS

VICE PRESIDENT
(Type Name & Title)

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

This sworn statement is submitted for:

PROJECT TITLE Runway 12-30 Pavement Rehabilitation

PROJECT NUMBER E10-MDAD-01

COUNTY OF Miami-Dade

STATE OF Florida

Before me the undersigned authority appeared Richard A. Waters, PE (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

T.Y. Lin International
(Name of Entity)

201 Alhambra Circle, Suite 900, Coral Gables, Florida 33134
(Address of Entity)

9 / 4 - 1 / 5 / 9 / 8 / 7 / 0 / 7
Federal Employment Identification Number

hereinafter referred to as the Entity being its

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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MIAMI-DADE COUNTY WORK HISTORY DISCLOSURE

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

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMOUNT OF CONTRACT	PERCENTAGE DIFFERENTIAL
(1)			
January 8, 2016	$ 2,200,000	$ TBD (on-going)	TBD %

Name of Dept. & Summary of Services Performed: Miami-Dade Seaport Department- Civil Infrastructure Engineering Services E13-SEA-02
Comprehensive engineering services for the infrastructure and operational needs of PortMiami

Litigation Arising out of Contract: None

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMOUNT OF CONTRACT	PERCENTAGE DIFFERENTIAL
(2)			
TBD*	$ 352,000	$ TBD (on-going)	TBD %

Name of Dept. & Summary of Services Performed: Public Works and Waste Management-Florida Department of Transportation Local Agency Program Compliance Services for two (2) TPW Projects: Improvements to Old Cutler Trail Bicycle Route and Bridge Rehabilitation at SW 328 Street over Levee L-31E-
LAP Compliance Services

Litigation Arising out of Contract: None

*Approved by the Board of County Commissiones on April 5, 2016

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMOUNT OF CONTRACT	PERCENTAGE DIFFERENTIAL
(3)			
		$	__%

Name of Dept. & Summary of Services Performed _____

Litigation Arising out of Contract _____

_____

(ADD EXTRA SHEET(S) IF NEEDED.)

A. How long has Entity been in business? 54 years

B. Has the Entity or the principals of the Entity ever done business under another name or with another firm? Yes.- H.J. Ross Associates

AFFIRMATION OF VENDOR AFFIDAVIT

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 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. E10-MDAD-01 **Federal Employer Identification No. (FEIN):** 94-1598707

Contract Title: Rehabilitation of Runway 12-30

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* **(If 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*

AFFIDAVIT - SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN OR IRAN PETROLEUM ENERGY SECTOR LISTS FLORIDA STATUTES 215.473

Pursuant to 215.473, F.S., the (T.Y. Lin International) ("Entity") must disclose, if the Entity or any of its officers, directors, or executives are doing certain types of business in or with Sudan and Iran.

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

x has not engaged in commerce in any form in Sudan or Iran, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

_____ has engaged in commerce with Sudan or Iran, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

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

(Signature of Authorized Representative)

Title Vice President

Date May 5, 2016

STATE OF: Florida

COUNTY OF: Miami-Dade

The above affidavits were acknowledged before me this 5 day of May, 2016,

by Richard A. Waters, PE,
(Authorized Representative)

of T.Y. Lin International
(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)

Carmen Saenz-Paredes
(Print Name)

Notary Stamp or Seal:

CARMEN SAENZ-PAREDES
Notary Public - State of Florida
My Comm. Expires Aug 9, 2018
Commission # FF 116829

Notary Commission Number: FF 116829

My Commission Expires: Aug. 9, 2018

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

Firm Name of Prime Contractor/Respondent T.Y. Lin International FEIN # 94-1598707

Project/Contract Number Rehabilitation of Runway 12-30, E10-MDAD-01

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of $100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of $100,000 or more. The bidder/respondent who is awarded this bid/contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Subconsultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity						Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other
BND Engineers-14331 SW 120 St. Miami, FL 33186	Basil Williams	Civil Engineering Services	x			x					40	17	7	3	44	0	0	3
Nova Consulting, 10486 NW 31 Terr. Miami, FL 33172	Maria Molina, PE	Civil Engineering Services		x			x				25	15	13	2	23	1	0	1
BCC Engineering, 6401 SW 87 Ave. #200, Miami, FL 33173	Jose Muñoz, PE	Civil Engineering Services	x				x				104	28	47	5	60	19		1

Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/ Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity						Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other
Not Applicable																		

☐ Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development Division of the Internal Services Department at http://www.miamidade.gov/smallbusiness/business-development-forms.asp.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Bidder/Respondent	Print Name	Print Title	Date
	Richard A. Waters, PE	Vice President	May 5, 2016

SUB 100 Rev. 12/15

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

Firm Name of Prime Contractor/Respondent T.Y. Lin International FEIN # 94-1598707

Project/Contract Number Rehabilitation of Runway 12-30, E10-MDAD-01

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(Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Subconsultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity						Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other
Nifah & Partners, 8785 SW 165 Ave. Miami, FL, 33165	Samuel Nifah, PE	Civil Engineering Services	x			x					6	2	0	1	7	0	0	0
Rodolfo Ibarra, PE, PA, 12301 SW 128 Ct. Miami, FL,33174	Rodolfo Ibarra, PE	Civil Engineering Services	x				x				3	1			4			
CRJ and Associates, 2699 Stirling Rd. Ft. Lauderdale, FL ,33305	Marc Fermanian, PE	Civil Engineering Services	x							x		2			2			

Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/ Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity						Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other
Not Applicable																		

☐ Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development Division of the Internal Services Department at http://www.miamidade.gov/smallbusiness/business-development-forms.asp.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Bidder/Respondent	Richard A. Waters, PE	Vice President	May 5, 2016
	Print Name	Print Title	Date

SUB 100 Rev. 12/15

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

(Insert Here)

T·Y·LIN INTERNATIONAL

May 5, 2016

SUBCONTRACTING POLICIES STATEMENT

It is the policy of T.Y. Lin International to promote diversity in the subcontracting of consultants for Miami-Dade County Projects and to allow opportunities for subcontracting to as many qualified subcontractors as needed, in accordance with the Section 2.8.8 – Fair Subcontracting Practices of the Miami-Dade County Code of Ordinances.

Richard A. Waters, PE
Vice President

201 Alhambra Circle, Suite 900, Coral Gables, Florida 33134
(305) 567-1888 | Fax: (305) 567-1771

PROOF OF AUTHORIZATION TO DO BUSINESS

(Attach a copy of the Certificate of Status or Authorization per 607.0128 F.S., and certificate evidencing compliance with the Florida Fictitious Name Statute per 865.09 F.S., if applicable.)

(Insert Here)

State of Florida
Department of State

I certify from the records of this office that T.Y. LIN INTERNATIONAL is a California corporation authorized to transact business in the State of Florida, qualified on June 12, 1975.

The document number of this corporation is 834521.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on February 25, 2016, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-seventh day of April, 2016

Ken Detzner

Secretary of State

Tracking Number: CU5897066270

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

MIAMI DADE COUNTY
Small Business Development
A&E Firm History Report
From: 05/05/2011 **To:** 05/05/2016

DEPARTMENT OF BUSINESS DEVELOPMENT

FIRM NAME: T.Y. LIN INTERNATIONAL
201 Alhambra Cir, Suite 900
Coral Gables, FL 33134-0000

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
E13-SEA-02	1	SP	GOAL CBE 18%	12/15/2015	$2,200,000.00
NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR CIVIL INFRASTRUCTURE ENGINEERING SERVICES (SIC 871)					
					$2,200,000.00
EDP-AV-EF551-W028A	1	AV	NO MEASURE	03/31/2016	$5,440.00
MIA SKYTRAIN DERAILMENT					
					$5,440.00
E15-PWWM-04	1	PW	GOAL DBE 9.91%	04/05/2016	$352,000.00
LOCAL AGENCY PROGRAM COMPLIANCE SERVICES FOR TWO (2) PWWM PROJECTS: IMPROVEMENTS TO OLD CUTLER TRAIL BICYCLE ROUTE (20130278) AND BRIDGE REHABILITATION AT 328 STREET OVER LEVEE L-31-E (20140142)					
					$352,000.00

Total Award Amount	**$2,557,440.00**
Total Change Orders Approved by BCC	**$0.00**

* Indicates closed or expired contracts
Disclaimer: Payments shown may not reflect current information