

Memorandum



Date: October 16, 2017

To: Gary Hartfield, Division Director
Internal Services Department, Small Business Development

From: Milton L. Collins, Associate Director *MJC*
Miami-Dade Aviation Department, Minority Affairs Division

Subject: Recommendation of Contract Measures:
TAC-R Centurion Lounge Shell and Core Work
Project No. X117A

RECOMMENDATION:

This is a request for Small Business Development (SBD) to approve the subject project in order for the Department to proceed with the approval to obtain a project worksheet for the TAC-R Centurion Lounge Shell and Core Work, Project No. X117A. The Minority Affairs Division and the User Division staff have evaluated the subject project and recommends a total suggested SBE/Construction participation of 90% of the work be performed by subcontractors. Breakdown of Construction Services is attached.

At the October 3, 2017 Board meeting, the Board of County Commissioners approved Item 8(A)(1), the First Amendment to the American Express's Centurion Lounge (AMEX). The First Amendment approves up to a \$2 million rental credit (TAC-R) for the creation of an expansion space, and commits Amex to finish and furnish the additional 4,000 square to the existing Club, which they estimate will cost \$4.7 million (TAC-N).

Attached is the Resolution approving the First Amendment to Non-Exclusive Lease and Operating Agreement for American Express Centurion Lounge between American Express Travel Related Services Company, Inc., and Miami-Dade County; authorizing American Express Travel Related Services to construct and occupy additional leased premises; providing for a rental credit up to an amount not to exceed \$2,000,000.00 to American Express Travel Related Services Company, Inc.; authorizing the County Mayor to execute same and exercise all rights conferred therein; and directing the County Mayor to provide the County Property Appraiser a copy of said lease.

The Estimated project cost \$2,747,406.00. The Term of the project will be for nine (9) months, approximately February 1, 2018 to October 31, 2018.

PROJECT DESCRIPTION:

A Construction Manager/General Contractor will be retained by American Express Travel Related Services (AMEX) to manage and construct an expansion to the existing Amex Centurion Lounge. Construction will include approximately 4,000 SF of shell and core space including super structure, exterior envelope (curtain wall and metal panel systems), roof, HVAC distribution, fire suppression, etc.

American Express Travel Related Services Co. Inc. (AETRS) is requesting authorization to proceed to expand the Centurion Lounge located on the fourth level of the North Terminal, above gate D-12, by an additional 4,000 square feet. The First Amendment to their Agreement allows up to \$2 million for the Shell and Core Work necessary to enclose the site for expansion.

Recommendation of Contract Measures:
TAC-R Centurion Lounge Shell and Core Work
Project No. X117A
Page 2 of 2

After an investment of \$2 million dollars for the Shell and Core work necessary to enclose the site for expansion (TAC-R project), AETRS is required at their expense, to improve the resulting space to include but not limited to walls, floor coverings, ceilings, lighting, millwork, HVAC, fire detection and suppression, etc., and décor as necessary to operate the Expansion space. The aforementioned will enclose an existing 1,800 square foot balcony along with existing roof adjacent to the current facility.

The Centurion Lounge Miami has become the most popular lounge in the Centurion network, with 380,608 total visitors in the first 12 months of operation. It recorded the single highest day visit total of 1,615 guests on Sunday January 3, 2016. The AE/C Lounge is so popular that the facility is at, or near maximum capacity nearly half of the time it is open for business.

Waiting lists to enter the club are often necessary on Mondays, Thursdays, Fridays, and Saturdays. As a result of the popularity of the AE/C Lounge, customer satisfaction is diminished by complains of overcrowding. To address the issue, AETRS proposes to add new space to the base building by connecting an existing 1,833 – square-foot outdoor balcony to the building and further enclosing outdoor space adjacent to the balcony to produce the additional 4,000 square-feet contemplated for this expansion.

AETRS, which reportedly invested \$9 million for the initial build-out, proposes to invest \$6.7 million to expand the facility space by 50 percent more, or the stated 4,000 square feet. The \$6.7 million capital investment includes \$2 million for the Shell and Core Work necessary to support and enclose the building site for construction. Because the proposed work results in new useable space, which furthermore increases MDAD's rent role, a rental credit for the Shell and Core Work is included in this First Amendment.

Please advise our office if additional information is needed to complete this process.

Attachments

c: L. Johnson, SBD
R. Diaz, MDAD
C. Corrales, MDAD
File

MDAD'S CONTRACT MEASURES AND ANALYSIS WORKSHEET

To: Gary Hartfield, Division Director
Internal Services Department, Small Business Development

From: Milton L. Collins, Division Director
Miami-Dade Aviation Department
Minority Affairs Division

MAC

PROJECT/CONTRACT TITLE: TAC-R Centurion Lounge Shell
and Core Work

PROJECT/CONTRACT NUMBER: X117A

DEPARTMENT: Miami Dade Aviation Department

ESTIMATED PROJECT COST: \$2,747,406.00

FUNDING SOURCE: Privately Funded by AMEX

DESCRIPTION OF PROJECT:

A Construction Manager/General Contractor will be retained by American Express Travel Related Services (AMEX) to manage and construct an expansion to the existing Amex Centurion Lounge. Construction will include approximately 4,000 SF of shell and core space including super structure, exterior envelope (curtain wall and metal panel systems) roof, HVAC distribution, fire suppression, etc.

CONTRACT MEASURES RECOMMENDATION:

Measures: SBE/Construction 90%

REASONS FOR RECOMMENDATION:

Analysis of the factors contained in Implementing Order #3-22 indicates that the SBE-Construction Program Goal is appropriate for this contract.



Core & Shell	Division Total
Structural Demolition	\$ 30,774
Sitework	\$ 135,380
Structural Concrete	\$ 599,123
Structural Masonry	\$ 108,293
Structural Steel	\$ 337,240
Carpentry	\$ 4,620
Roofing	\$ 69,892
Thermal & Moisture Protection	\$ 167,070
Doors & Hardware	\$ 5,910
Glass & Glazing	\$ 290,025
Drywall & Framing	\$ 66,876
Fire Protection	\$ 22,537
Plumbing	\$ 44,676
HVAC	\$ 59,568
Electrical	\$ 99,280
	<hr/>
	\$ 2,041,264
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General Requirements	\$ 81,820
Project Staff	\$ 212,961
Construction Equipment	\$ 13,505
General Conditions	\$ 110,151
Insurances	\$ 79,541
Permits	\$ 16,485
Fee	\$ 191,679
General Requirements & Expenses	\$ 706,142
Core & Shell Total	\$ 2,747,406

MEMORANDUM

Agenda Item No. 8(A)(1)

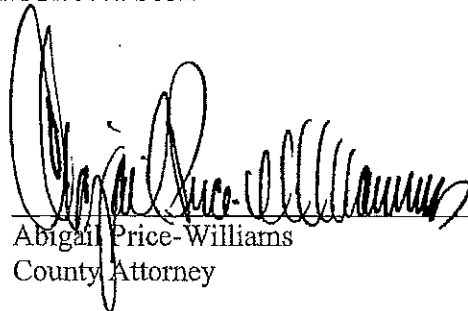
TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: October 3, 2017

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving the First Amendment to Non-Exclusive Lease and Operating Agreement for American Express Centurion Lounge between American Express Travel Related Services Company, Inc. and Miami-Dade County; authorizing American Express Travel Related Services to construct and occupy additional leased premises; providing for a rental credit up to an amount not to exceed \$2,000,000.00 to American Express Travel Related Services Company, Inc.; authorizing the County Mayor to execute same and exercise all rights conferred therein; and directing the County Mayor to provide the County Property Appraiser a copy of said lease

The accompanying resolution was prepared by the Aviation Department and placed on the agenda at the request of Prime Sponsor Commissioner Rebeca Sosa.



Abigail Price-Williams
County Attorney

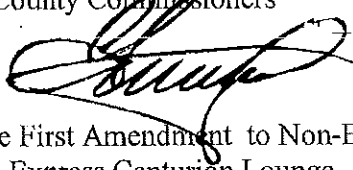
APW/cp

Memorandum



Date: October 3, 2017

To: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Resolution Approving the First Amendment to Non-Exclusive Lease and Operating Agreement for American Express Centurion Lounge

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the First Amendment to the Non-Exclusive Lease and Operating Agreement for an American Express Centurion Lounge (AE/C Lounge) at Miami International Airport (MIA) to American Express Travel Related Services Co. Inc. (AETRS) to allow for the construction and expansion of the AE/C Lounge, and authorize the County Mayor or the County Mayor's designee to execute the attached agreement.

Scope

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

Delegated Authority

In accordance with the Miami-Dade County Code Section 2-8.3 related to identifying delegation of Board authority contained within the Agreement, the Miami-Dade Aviation Department (MDAD) Director or the Director's designee has the authority to terminate or extend the Agreement, and approve any assignment of the agreement by American Express.

Fiscal Impact/Funding Source

This Agreement is revenue producing. It is estimated that this Agreement will generate an additional \$500,000 above the current \$1.1 million in annual rent and revenue to MDAD. Additionally, the County will provide to AETRS a dollar (\$1.00) rental credit for each dollar spent by AETRS to perform Shell and Core work, i.e. design and construction for the expansion of the AE/C Lounge, in an amount not to exceed \$2 million.

Track Record/Project Monitor

AETRS is a tenant in good standing with MDAD. MDAD's Chief of Commercial Operations, Ray Diaz, monitors this contract.

Background

Pursuant to Resolution No. R-402-14, approved by the Board on May 6, 2014, AETRS was awarded a 10-year lease with two five year extensions to run an AE/C Lounge in the North Terminal near Gate D-12. An unoccupied club space located on the fourth level of the rotunda next to gate D-12 comprising 6,500 square feet was expanded and converted into a Centurion Lounge, occupying 8,541 square feet of leased space.

Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners
Page 2

The Centurion Lounge Miami has become the most popular lounge in the Centurion network, with 380,608 total visitors in the first 12 months of operation. It recorded the single highest day visit total of 1,615 guests on Sunday, January 3, 2016. The AE/C Lounge is so popular that the facility is at, or near, maximum capacity nearly half of the time it is open for business. Waiting lists to enter the club are often necessary on Mondays, Thursdays, Fridays and Saturdays. As a result of the popularity of the AE/C Lounge, customer satisfaction is diminished by complaints of overcrowding. To address the issue, AETRS approached MDAD to discuss an expansion of the facility.

AETRS proposes to add new space to the base building by connecting an existing 1,833- square-foot outdoor balcony to the building and further enclosing outdoor space adjacent to the balcony to produce the additional 4,000 square feet contemplated for this expansion. AETRS, which reportedly invested \$9 million for the initial build-out, proposes to invest \$6.7 million to expand the facility space by 50 percent more, or the stated 4,000 square feet. The \$6.7 million capital investment includes \$2 million for the Shell and Core work necessary to support and enclose the building site for construction. Because the proposed work results in new useable space, which furthermore increases MDAD's rent role, a rental credit for the Shell and Core Work is included in this First Amendment.



Jack Osterholt
Deputy Mayor

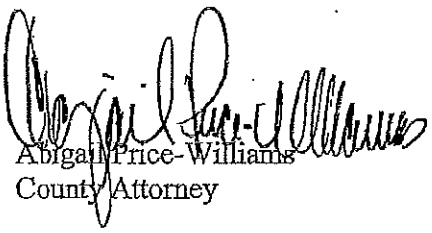


MEMORANDUM

(Revised)

TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: October 3, 2017

FROM: 
Abigail Price-Williams
County Attorney

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

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)(1)
10-3-17

RESOLUTION NO. _____

RESOLUTION APPROVING THE FIRST AMENDMENT TO NON-EXCLUSIVE LEASE AND OPERATING AGREEMENT FOR AMERICAN EXPRESS CENTURION LOUNGE BETWEEN AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC. AND MIAMI-DADE COUNTY; AUTHORIZING AMERICAN EXPRESS TRAVEL RELATED SERVICES TO CONSTRUCT AND OCCUPY ADDITIONAL LEASED PREMISES; PROVIDING FOR A RENTAL CREDIT UP TO AN AMOUNT NOT TO EXCEED \$2,000,000.00 TO AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE ALL RIGHTS CONFERRED THEREIN; AND DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO PROVIDE THE COUNTY PROPERTY APPRAISER A COPY OF SAID LEASE

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 approves the First Amendment to Non-Exclusive Lease and Operating Agreement for American Express Centurion Lounge between American Express Travel Related Services Company, Inc. (AETRS) and Miami-Dade County, Florida, in substantially the form attached hereto and made a part hereof, which authorizes a) AETRS to construct and occupy additional leased premises; b) Miami-Dade County to issue a one-dollar (\$1.00) rental credit to AETRS for each dollar AETRS spends for Shell and Core Work up to an amount not to exceed two million dollars (\$2,000,000.00) and c) authorizes the County Mayor or County Mayor's designee to execute directs the County Mayor or County Mayor's designee to provide the County Property Appraiser a copy of said lease in accordance with Resolution No. R-791-14.

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

Esteban L. Boyo, Jr., Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of October, 2017. 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: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

EWF

David M. Murray

6

**FIRST AMENDMENT
NON-EXCLUSIVE LEASE AND OPERATING AGREEMENT FOR
AMERICAN EXPRESS CENTURION LOUNGE
BETWEEN AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.
AND MIAMI-DADE COUNTY, FLORIDA**

THIS FIRST AMENDMENT to the Lease and Operating Agreement for American Express Centurion Lounge (the "**First Amendment**") is made and entered into this _____ day of _____, 2017 by and between Miami-Dade County ("**County**") acting by and through its Aviation Department ("**Department**" or "**MDAD**") and American Express Travel Related Services Company, Inc. ("**Operator**").

WHEREAS, by Resolution No. R-402-14 passed and adopted May 6th, 2014, the Board of County Commissioners of Miami-Dade County, Florida authorized a Non-Exclusive Lease and Operating Agreement for American Express Centurion Lounge at Miami International Airport, and

WHEREAS, American Express Travel Related Services Company, Inc. approached the Department, desirous to amend the Lease and Operating Agreement to allow for the construction of an additional base building structure to increase the size of the Facility (also referred to as the "**Centurion Lounge**"), and

WHEREAS, the Department is willing to allow Operator to perform such construction and recognizes that Operator's expansion of the Centurion Lounge will result in a permanent increase in the Department's rentable space in the North Terminal, and

WHEREAS, the Department desires to provide certain rental credit relative to the Shell and Core construction to offset the Capital Investment (as hereinafter defined) necessary to achieve the mutual objective for the Centurion Lounge expansion,

NOW THEREFORE, in consideration of the premises, and terms and conditions of the Lease and Operating Agreement for American Express Centurion Lounge, the parties to this First Amendment agree as follows:

1. Add the following to **Definitions**:

The term "**Shell and Core Work**" shall mean the design and construction of the Expansion Space (as hereinafter defined) pursuant to plans approved by the Department in accordance with this First Amendment and Article 4 of the Lease, including, without limitation, its cladding, its base plant including, mechanical and electrical systems to plant rooms and services in shafts, completed common areas and external works including insulation, external walls, glazing, and roofs. It also includes, to the extent applicable, the relocation of the

following items in connection with constructing the Expansion Space: external lighting fixtures, security systems, [boundary walls,] drainage systems, and points of connection for incoming services, and any other work required by any permitting authority.

2. Sub-Article 1.04 "STORAGE SPACE -NOT USED" is replaced in its entirety as follows:

1.04 **EXPANSION SPACE:** The Department hereby provides to the Operator the outdoor Space depicted in Exhibit A-1, which includes outdoor Space ID DA44595 and the adjacent roof area comprising approximately 4,000 square feet for expansion of the Centurion Lounge (such outdoor space and roof area referred to as the "Exhibit A-1 Space"). The Operator agrees to utilize the area to perform the Shell and Core Work for the expansion of the Centurion Lounge. From and after the date the Core and Shell Work is complete, (a) the resulting space (the "Expansion Space") will be included in the term "Facilities" and all references in the Lease and Operating Agreement to "Facilities" shall be deemed to include the Expansion Space, and (b) the final square footage will be adjusted pursuant to Sub-Article 1.03 "Facilities."

3. Sub-Article 3.09 "CONCESSION MARKETING FEE: NOT USED" is replaced in its entirety as follows:

3.09 **RENTAL CREDIT:** As a condition of this First Amendment, the Department will grant a One Dollar (\$1) credit for each dollar spent by the Operator to perform the Shell and Core Work required to create the Expansion Space, not to exceed an aggregate Two Million Dollars (\$2,000,000.00) credit, (such credit referred to as the "Rental Credit"). The application of the Rental Credit against Rental is subject to Operator remaining in good standing with the Department pursuant to Sub-Article 12.06 "Unamortized Investment Extinguished." The Rental Credit will expire upon termination of this lease, and may not be sold or transferred, except in the event that Tenant assigns this Lease in whole to a third party pursuant to Sub-Article 9, "Assignment."

To be recognized as an eligible Rental Credit, the Shell and Core Work shall be performed in accordance with the Tenant Airport Construction Reimbursable (TAC-R) Project guidelines pursuant to Sub-Article 4.02 "Design of Improvement." If Operator fails to comply with the TAC-R Project guidelines and such failure continues for thirty (30) days after receiving written notice of such failure from the Department (assuming a cure is practicable under the circumstances), Operator may be required to forfeit the Rental Credit. Notwithstanding the preceding, nothing herein shall obligate the Department to provide a Rental Credit for the value of Shell and Core Work, in whole or in part, which was not procured or administered in accordance with the TAC-R requirements.

The Rental Credit will commence upon the later of (a) the date of Operator's Beneficial Occupancy of the Expansion Space for use as a lounge, and (b) the date on which Operator has completed any audits required to be performed by Operator in connection with the Shell and Core Work pursuant to Section 4.08 of Lease and Operating Agreement. Said Rental Credit will be decremented monthly to offset the monthly Rental applicable to the Expansion Space, pursuant to **Sub-Article 3.06 "Rental"** and **Sub-Article 3.07 "Rental Rate Adjustment"** until such time as the Rental Credit has been exhausted. By way of example, based on the Class II rental rate applicable to the Facility as of the date of this Amendment, the Rental Credit would be decremented monthly to offset the Rental applicable to the Expansion Space (in the amount of \$45,643.50 per month) for the first forty-three (43) months immediately following the date of Beneficial Occupancy, with the remainder to be applied to offset a portion of the forty-fourth (44th) month following Beneficial Occupancy. The Rental Credit shall not offset any Rental other than the Rental applicable to the Expansion Space. If the date of Beneficial Occupancy is not the first day of a calendar month, the Rental Credit applicable to the month in which Beneficial Occupancy occurs shall be prorated accordingly.

Bonds and Deposits pursuant to **Sub-Article 3.10 "Mag Performance Bond"** and **Sub-Article 3.24 "Security Deposit"** shall be adjusted to reflect the cumulative Rental for the existing Centurion Lounge and Expansion Space. Operator agrees that Operator's Minimum Annual Guarantee will increase by Five Hundred Thousand Dollars (\$500,000.00) (the "Expansion Space MAG Increase") once the Rental Credit has been exhausted. If the date on which Operator would otherwise have to deliver the Expansion Space MAG Increase occurs within 60 days prior to the date when Operator is obligated to effectuate the annual increase of the Mag Performance Bond pursuant to Sub-Article 3.10 of the Lease, the Department agrees to cooperate reasonably with Operator to allow for the Sub-Article 3.10 annual increase and the Expansion Space MAG Increase to occur in one transaction.

4. **Sub-Article 4.03 "ASBESTOS ABATEMENT: NOT USED"** is replaced in its entirety as follows:

4.03 EXPANSION AND IMPROVEMENTS: Upon Board Approval of the First Amendment, Operator shall (i) take possession of the **Exhibit A-1** space, and (ii) cause the Shell and Core Work and Improvements necessary to create the Expansion Space to be performed in accordance with this Agreement (including, without limitation, paragraph 2 of this Section 4.03) and at Operator's sole cost and expense, subject to the Rental Credit; and (iii) cause the Expansion Space to be open for business within five hundred and forty (540) calendar Days from the effective date of this Amendment (which period shall be extended by one day for each day of delay caused by force majeure (as defined in Section 21.10 of the Lease and Operating Agreement, it being understood and agreed that, for purposes of this First Amendment, "force majeure" shall include delays

in Operator's performance of the Shell and Core Work and/or the Improvements that are caused by the Department, the County, or any authority issuing permits for any portion of such work)).

The Operator shall be required to invest (the "Capital Investment") a minimum of Five Million Dollars (\$5,000,000.00) with a not to exceed limit of Eight Million Dollars (\$8,000,000.00) for Shell and Core Work necessary for completion of the Expansion Space and the Improvements to Facilities described on Exhibit A. Notwithstanding the actual amount of design and engineering costs incurred with respect to such work, the maximum proportion of soft costs permitted to be included with respect to such work shall be no more than fifteen percent (15%) of the total design and engineering cost. All Shell and Core Work and Improvements shall be subject to review and approval by the Department in accordance with this First Amendment and the applicable provisions of the Lease and Operating Agreement. Operator will perform the Core and Shell Work and the Improvements in compliance with MDAD Exhibit E "Retail Concessions Design Guidelines", Exhibit F "Tenant Airport Construction Non-Reimbursable Projects (TAC-N) or "Tenant Airport Construction Reimbursable Projects (TAC-R) Design and Construction Procedures, as may be amended from time to time, it being understood and agreed that Operator shall not be obligated to comply with any changes made to the TAC-N and/or TAC-R to the extent made after the date that the Department approves Operator's contractor for the Shell and Core Work and the Improvements, as applicable. The County and Operator acknowledge that the County has not committed to the design or construction of any particular improvement, on either a reimbursable or non-reimbursable basis.

It is the intent of the parties that the Expansion Space and Improvements may include, but are not limited to the décor, remodeling of the wall and floor coverings, ceiling, lighting, millwork, HVAC, fire detection and fire suppression or such other improvements as are approved by the Department. Such improvements shall be shown in the design detail in the Final Plans; as such term is defined in Sub-Article 4.02 "Design of Improvements." Installations and other improvements not constituting Improvements hereunder shall include improvements that (i) are non-fixed, (ii) have not been approved by the Department pursuant to Sub-Article 4.08 "Cost Documentation", and (iii) items that can be removed without damage to the Facilities. The Operator is liable and shall indemnify the Department for any damage to the Facilities, which results from the removal of said improvements. This provision shall survive the termination or expiration of this Agreement.

Off-Airport properties used as office or storage space, if any, will not be considered as Facilities, as stated in Article 4 "Improvements to the Facilities" or as an extension of this Agreement, and costs incurred by the Operator to provide such office or storage space shall not constitute approved Improvements.

Operator shall use good faith commercially reasonable efforts to minimize any materially

negative impact of the Shell and Core Work on Customs and Border Protection's and American Airlines' use of the sterile corridors and/or hold rooms immediately below or adjacent to the areas where such Shell and Core Work will be performed (such areas the "Affected Areas"). Operator shall use good faith commercially reasonable efforts to coordinate its construction with such entities (and with such other airlines that may be given permission by the Department to use the Affected Areas from time to time, provided that the Department agrees to notify Operator as soon as related information becomes available) prior to commencing any portion of the Core and Shell Work which could materially and negatively impact such entities. Operator understands and acknowledges that such commercially reasonable efforts and coordination may include, but not be limited to, performing portions of the Core and Shell Work at times other than during normal airport business hours.

5. In addition to the disclaimers found in Sub-Article 1.09 "Condition of the Facilities," the County specifically disclaims the fitness for Operator's proposed use of the existing structure (as depicted on Exhibit A-1) on top of which the Expansion Space shall be constructed (the "Existing Structure"). The County makes no representations as to the existing condition of such Existing Structure or the potential existence of any Hazardous Materials therein. The Existing Structure may not be accurately reflected in the County's record information.

6. Except for the aforementioned modifications, and in all other respects, the Agreement, including the provisions stipulated in the First Amendment, shall remain in full force and effect in accordance with the terms and conditions specified therein.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Agreement the date and year first above written.

OPERATOR

AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC

(Legal Name of Corporation)



Carol V Schwartz
(Signature and Seal)
CAROL V SCHWARTZ
SECRETARY

(Type Name & Title)

By: [Signature]
Authorized Officer - Signature

Name: Suzanne Heidelberger
SVP-GREWE

(Type Name & Title)

**BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

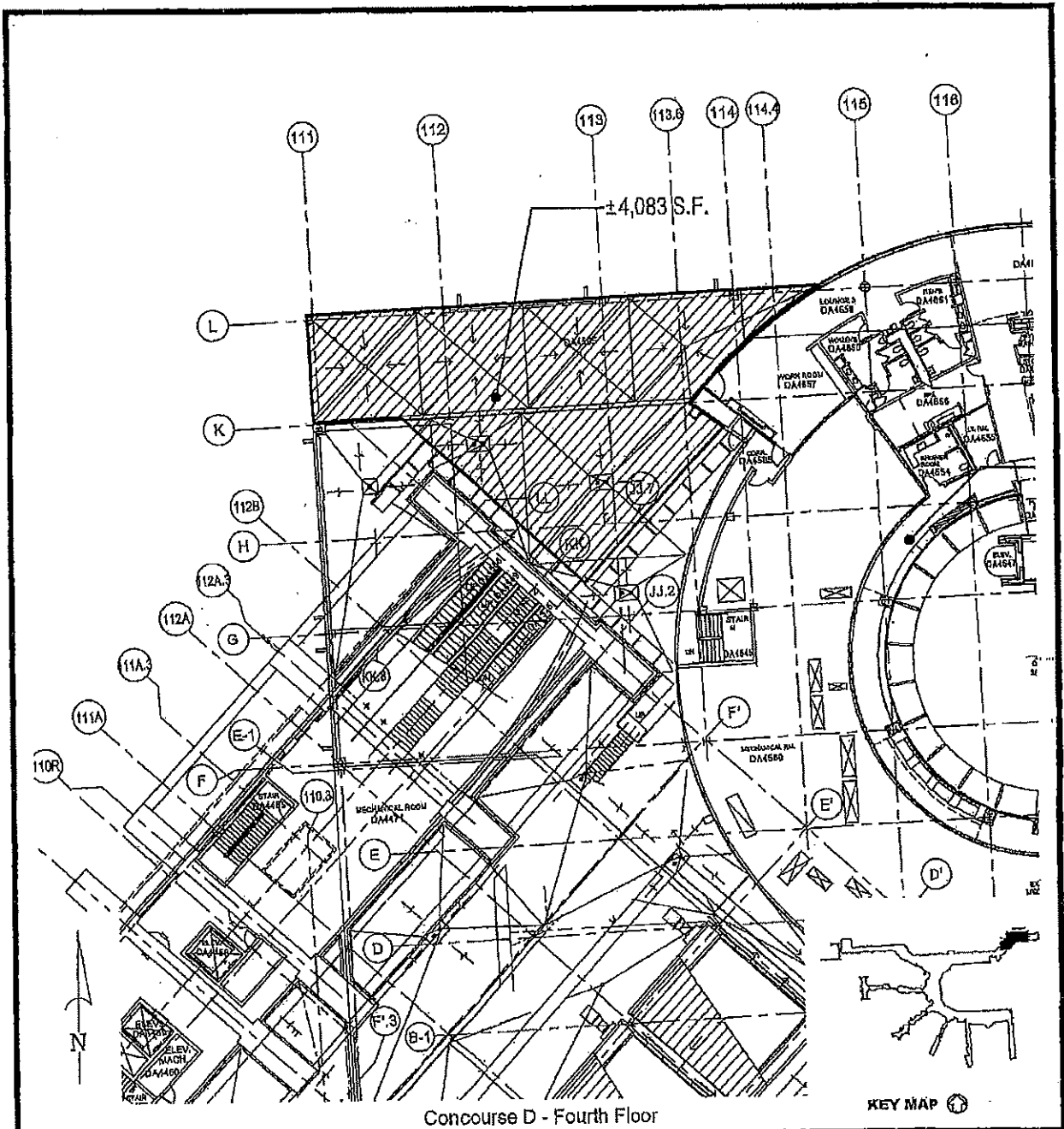
By: _____
Mayor

Attest: Harvey Ruvin, Clerk

By: _____
Deputy Clerk


Approved for Form
and Legal Sufficiency

Assistant County Attorney



Concourse D - Fourth Floor

KEY MAP

CODE:	SPACE CLASS	SQ. FT.
	Club addition	±4,083

MIAMI DADE
 AVIATION DEPARTMENT
 MIAMI INTERNATIONAL AIRPORT

PROPOSED EXHIBIT A-1
AMERICAN EXPRESS
TRAVEL RELATED
SERVICES COMPANY I

SCALE: 1/32" = 1'-0" FILE #: 5703 DATE: 3/20/2017

APPENDIX 1

[Description of Core and Shell Work and Improvements to create the Expansion Space]

EXECUTIVE SUMMARY

INTRODUCTION

The purpose of this pre-design document is to provide existing site and location information, identify special conditions, and confirm proposed program. This document will then become the basis for moving the project forward into the design and documentation phases.

Based on the outcome of the Structural Analysis, it appears that the use of the West Roof together with the Southwest Roof yield the most feasible results for expansion. However, to yield positive results in the structural analysis, the southwest area will need to be enclosed back to the existing building as shown on the adjacent diagram. Because of this additional area required it is unlikely that the East roof will be required.

The following Site Documentation section of this report indicate the critical elements of the site that will need to be considered for an expansion to occur.

The Program Coordination Section of this report documents the program requirements, adjacencies and conceptual test fits for purposes of understanding seat count, flows, and operations.

LOCATION

MIAMI INTERNATIONAL AIRPORT, GATE D12, 4TH FLOOR

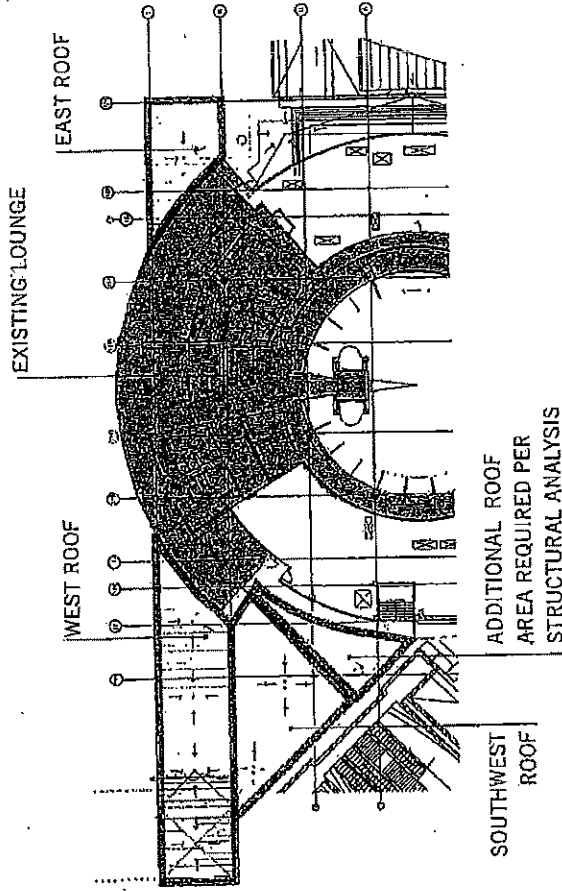
METRICS

EXISTING LOUNGE AREA: Approx. 8342

EXISTING SEAT COUNT: Approx. 140

PROPOSED EXPANSION AREA: Approx. 4800

APPENDIX 1



CENTURION LOUNGE - MIA

PERKINS+WELL

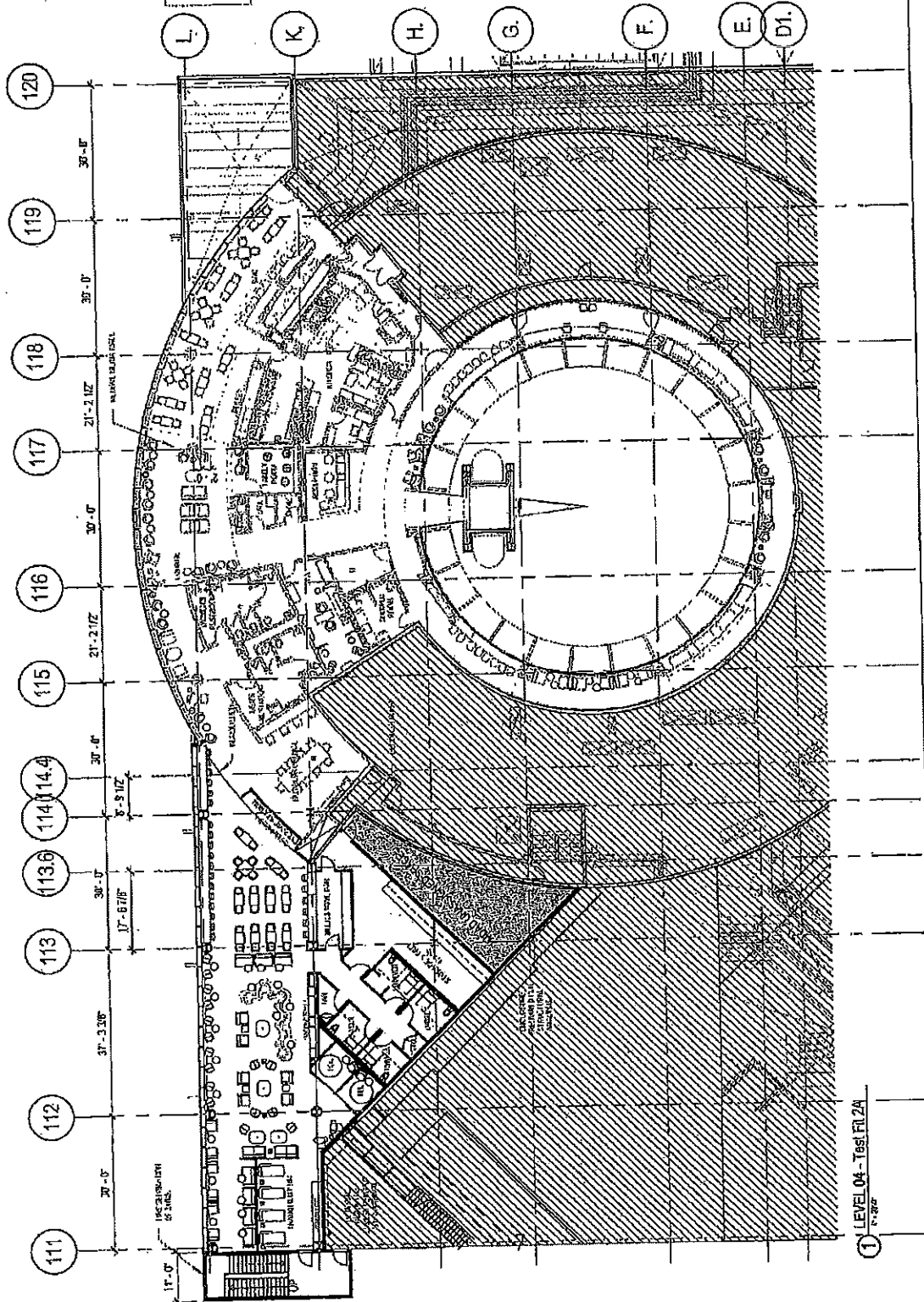
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**PRELIMINARY
LAYOUT
OPTION 2
(FOR PROGRAMMING ONLY)**

CENTURION LOUNGE
8,350 SF EXISTING
4,200 SF ADDITIONAL

101 NEW SEATS

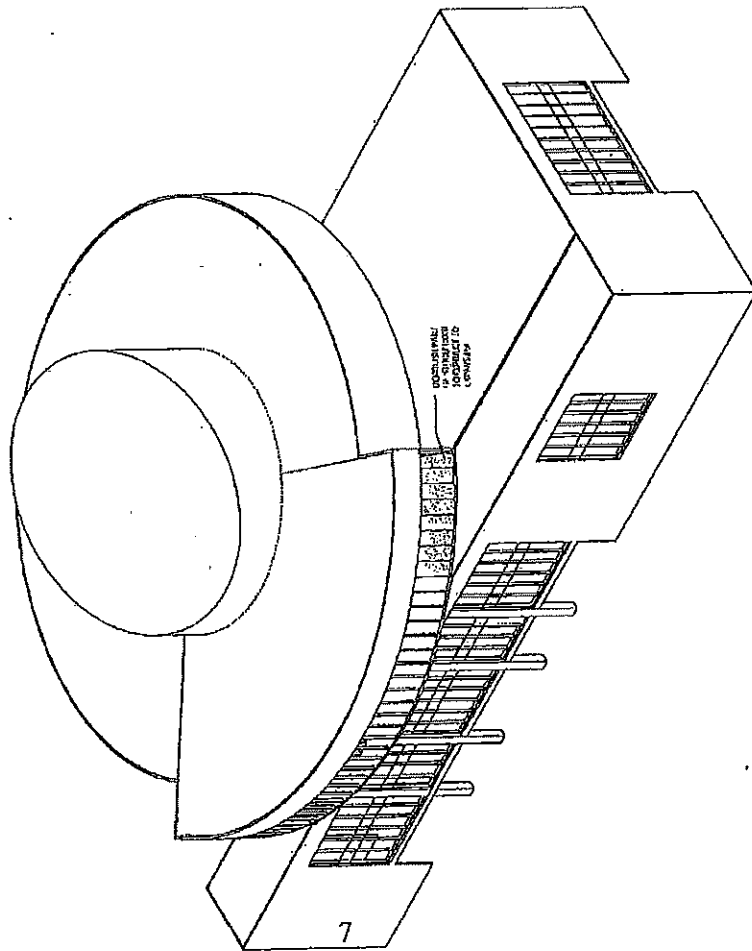
APPENDIX 1



Centurion Lounge MIA - Test Fit 2 Floor Plan

GLOBAL BUSINESS SERVICES
PERKINS+WILL

APPENDIX 1

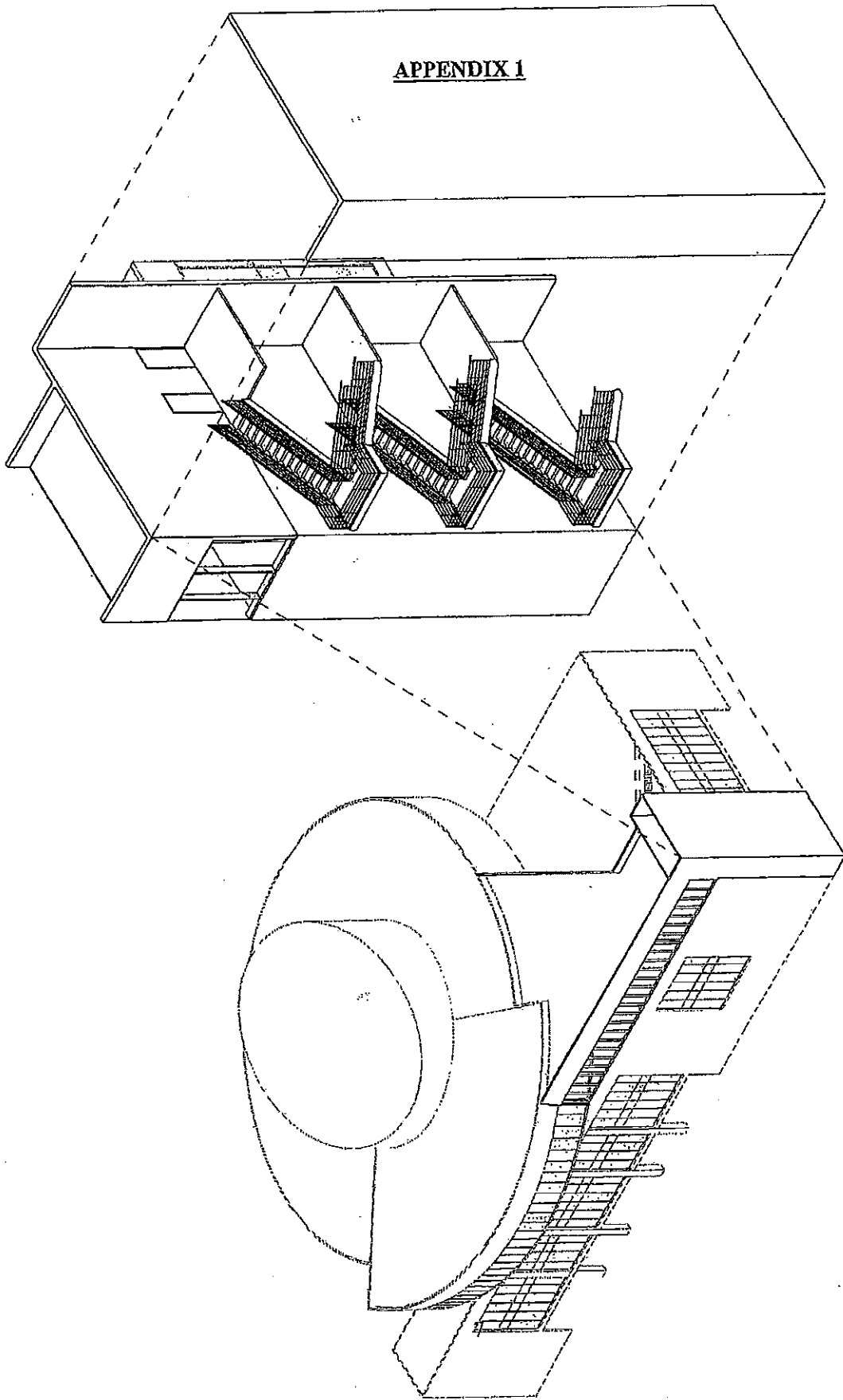


1 3D - Existing



PERKINS+WILL
Global Business
Services

AXON - EXISTING



APPENDIX 1

PROPOSED - OPI

PERKINS+WILL
Global Business Services

SITE DOCUMENTATION
GENERAL SITE REVIEW

INTRODUCTION

The existing Centurion Lounge at MIA is located on the 4th floor near Gate D12 in Concourse D. The existing Lounge is approximately xxxxx sf and each of the potential expansion areas occupy approximately:

- 835 sf for the East Roof Area
- 2445 sf for the West Roof Area
- 1620 sf for the Southwest Roof Area

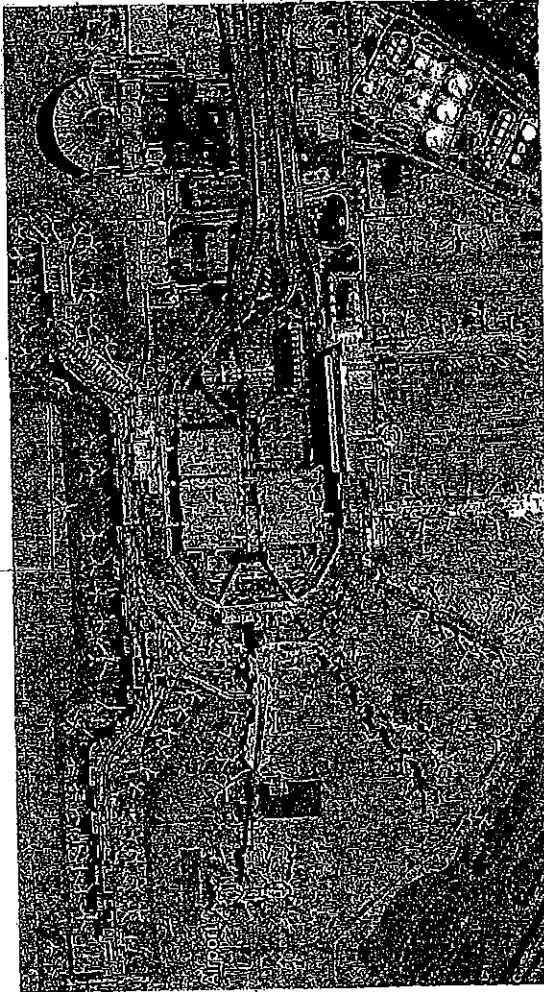
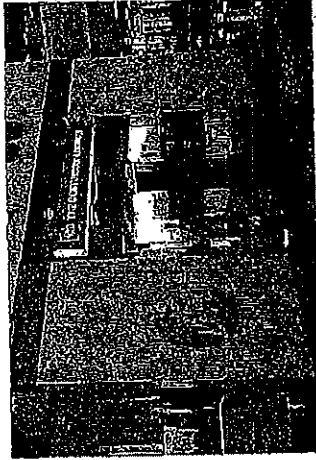
The East and West Roof Areas have been identified by American Express as potential expansion areas. The Southwest Area has been identified during the course of the due diligence work. It was identified as additional potential area and supported by the structural analysis included in the Structural section of this report.

The intent is that the roof area(s) selected for expansion would be completely enclosed with floor to ceiling windows where there is view to the airfield.

This report includes site documentation such that equipment on the roof is identified and noted for relocation or demolition. Also included are a series of preliminary test fits and life safety studies utilizing the various available areas.

However, it is the structural analysis provided in the Structural portion of this report that will most likely have the greatest impact on feasibility of the expansion.

EXISTING LOUNGE
CONCOURSE D
GATE D12, 4TH FLOOR

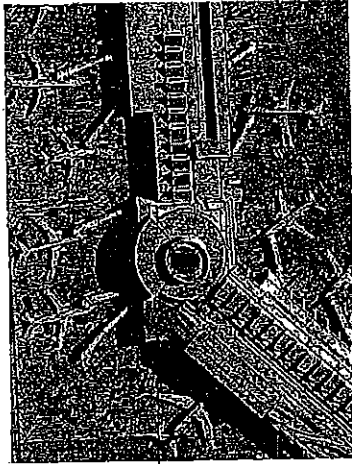


CENTURION LOUNGE - MIA

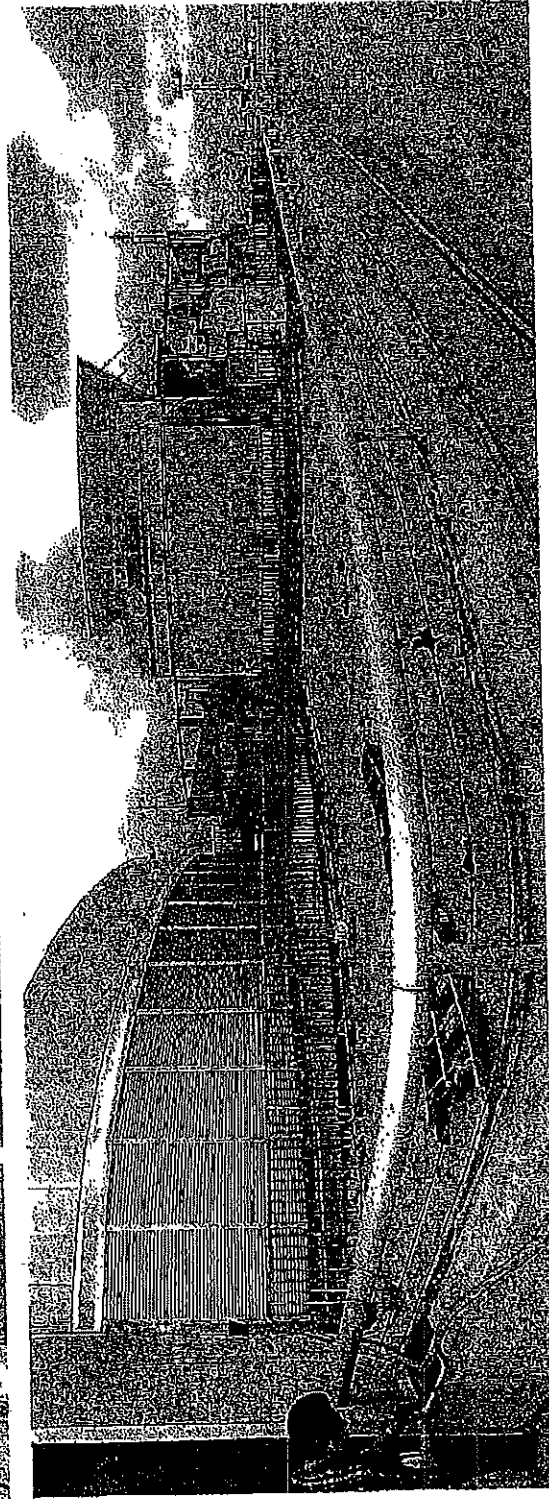
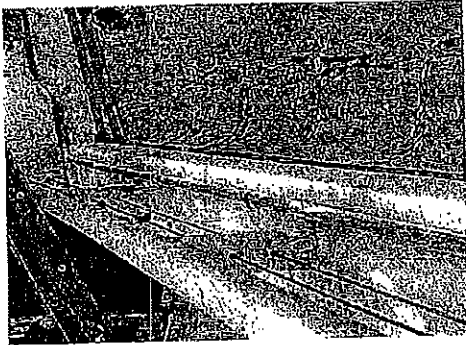
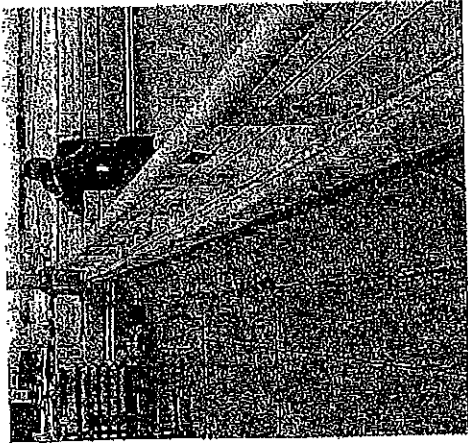
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APPENDIX 1

SITE DOCUMENTATION
GENERAL SITE REVIEW



EXPANSION AREA
OVER EXISTING
ROOF

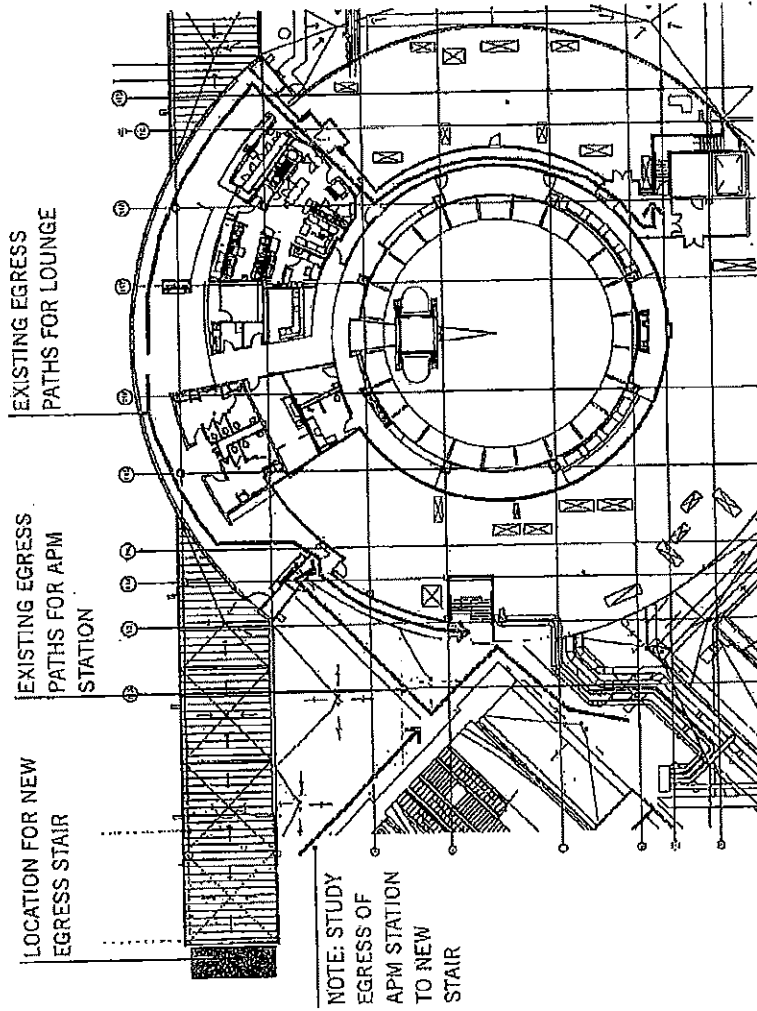


CENTURION LOUNGE - MIA

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SITE DOCUMENTATION
 EXISTING CONDITIONS: ARCHITECTURE

APPENDIX 1

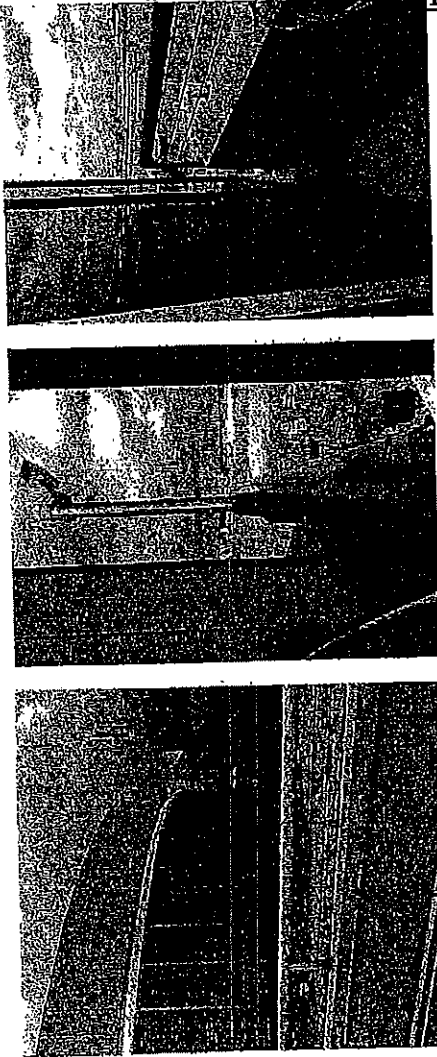


EGRESS AND LIFE SAFETY
 The adjacent diagram illustrates current egress paths within the existing lounge that will need to be maintained.
 Also critical to the expansion is maintaining the egress path of the adjacent APM station stair. Due to the perimeter of the expansion area determined by the structural analysis, it may be beneficial to size the new egress stair to accommodate the APM egress occupancy to avoid maintaining the existing path through a newly enclosed area.

CENTURION LOUNGE - MIA

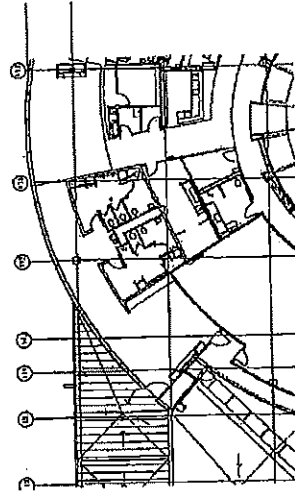
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SITE DOCUMENTATION
EXISTING CONDITIONS: ARCHITECTURE

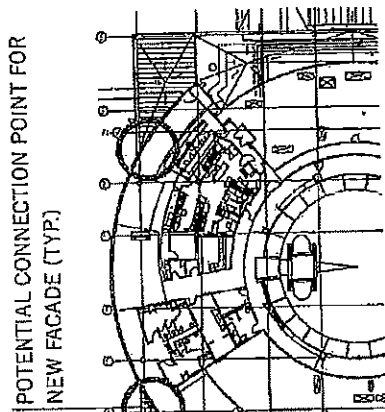


EXPANSION AREA
It is anticipated that a new storefront would enclose the expanded areas, at least along the north facade. The existing storefront is expected to remain except in the areas that become interior space (as shown in the adjacent diagram).

Also shown are photos indicating where the potential connection point may occur in order to maximize space. However, during the design phase, this will be studied in coordination with the structural engineer to determine the best location. Note that the structure of the existing Lounge is interior, and not integral to the exterior facade, while the existing structure under the expansion area is along the perimeter. Of course, the new structure is yet to be determined, as this will be studied during the design phase.



EXISTING STOREFRONT
FACADE
EXISTING COLUMN LINE



POTENTIAL CONNECTION POINT FOR
NEW FACADE (TYP.)

POTENTIAL CONNECTION
POINT OF NEW WALL TO
EXISTING LOUVERED WALL

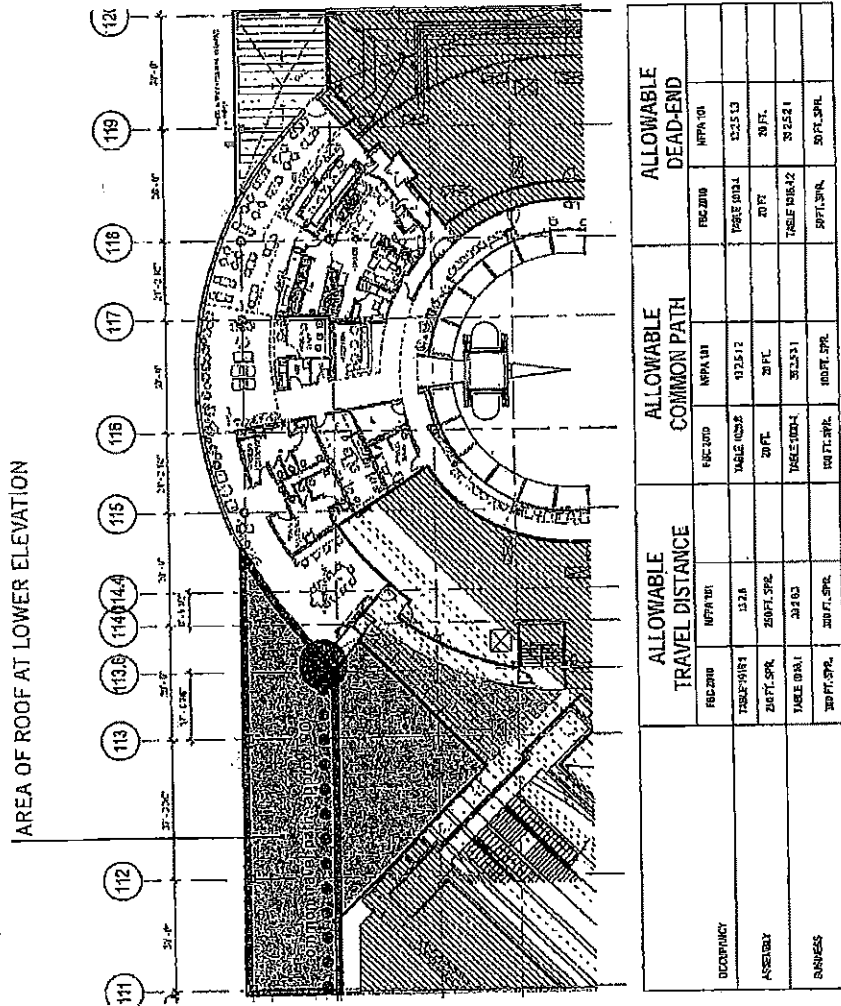
12

CENTURION LOUNGE - MIA

PERKINS+WILL

SITE DOCUMENTATION
EXISTING CONDITIONS: ARCHITECTURE

APPENDIX 1



EXPANSION AREA

The conceptual layouts shown in the "Test Fit" section of this report illustrate furniture layout and identification of program elements. This section, however, focuses on general dimensions, life safety considerations, and perimeter.

As shown on the adjacent diagram, the general distance across the expansion areas to the west result in an excess of allowable common path travel. To remedy this situation, an additional, exterior egress stair is proposed. In discussions with the local AHJ, this solution is acceptable.

The linear area of the west roof is at an elevation approximately 5" lower than the adjacent roof to the south and the existing lounge. It is anticipated that this area will be framed to allow for a consistent floor elevation throughout.

The adjacent table indicates the maximum distances allowed, supporting the need for the new stair.

The occupancy load will be calculated using an assembly occupancy for lounge spaces and back of house areas will be assigned accordingly. Egress door width and stair width will be sized in accordance with the new occupant load.

CENTURION LOUNGE - MIA

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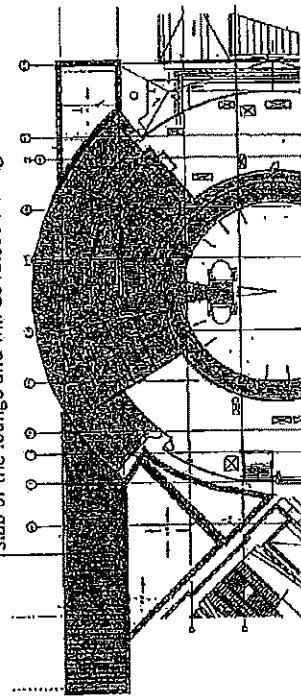
SITE DOCUMENTATION
EXISTING CONDITIONS: ARCHITECTURE

EXPANSION AREA

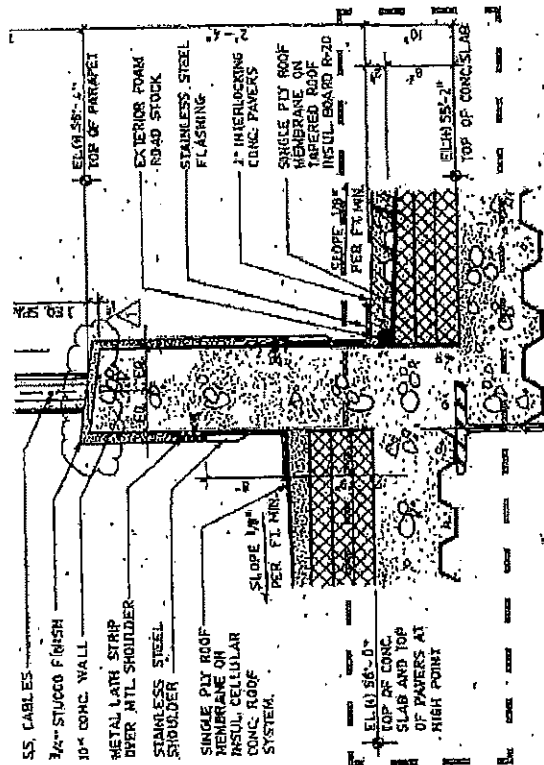
The existing floor to ceiling heights are shown in the adjacent section diagram. Utilizing the existing roof over the current lounge as a height datum, the clear heights in the expansion area would remain similar, with only variations based on program.

Note also in the adjacent diagram that one portion of the roof is slightly lower than the finished floor elevation of the existing lounge and than that of the adjacent expansion area. It is anticipated that this floor area will be raised to allow for consistent elevations throughout.

This roof slab is approx. 10" lower than the floor slab of the lounge and will be raised for alignment



APPENDIX I



CENTURION LOUNGE - MIA

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SITE DOCUMENTATION
 EXISTING CONDITIONS: ELECTRICAL

EXPANSION AREA - WEST

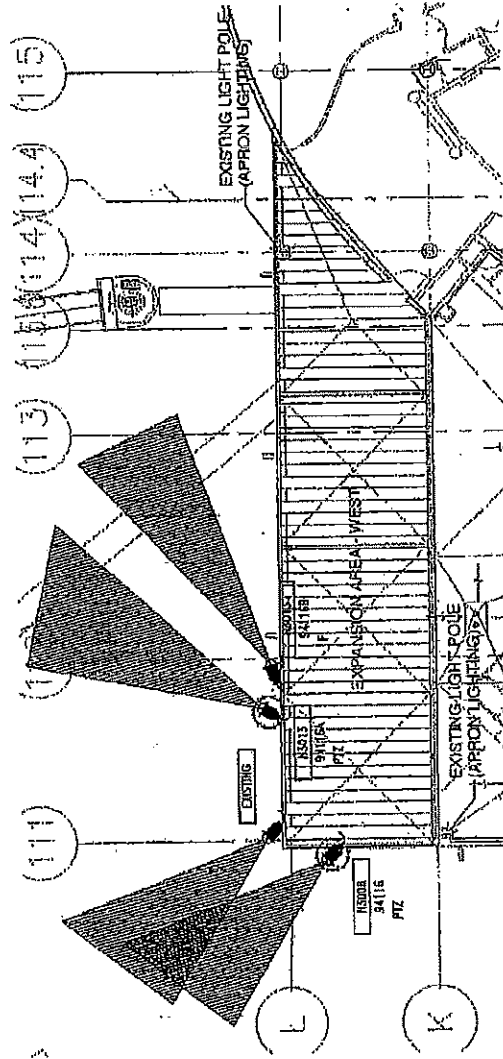
The West area expansion is the larger of the two spaces.

Two existing apron lighting poles along with their foundations are in the current balcony. Temporary lighting will need to be coordinated with MDAD and the Airlines to ensure there is adequate lighting maintained during renovations.

The Apron lighting poles may be relocated to the roof of the new space, however, the appropriate lighting fixture needs to be chosen to maintain lighting levels and coverage from a higher elevation.

Four existing MDAD CCTV cameras are in this space and provide general surveillance of the runway and Apron. These cameras are fed from rooms N3D08, and N3013. CCTV coverage will need to be maintained during renovation. While some cameras may be moved to the current upper level, the west most camera views will likely be blocked if relocated to the upper level. Coordination with MDAD security will need to define an adequate temporary solution during renovations or alternate locations to achieve the same views.

APPENDIX 1



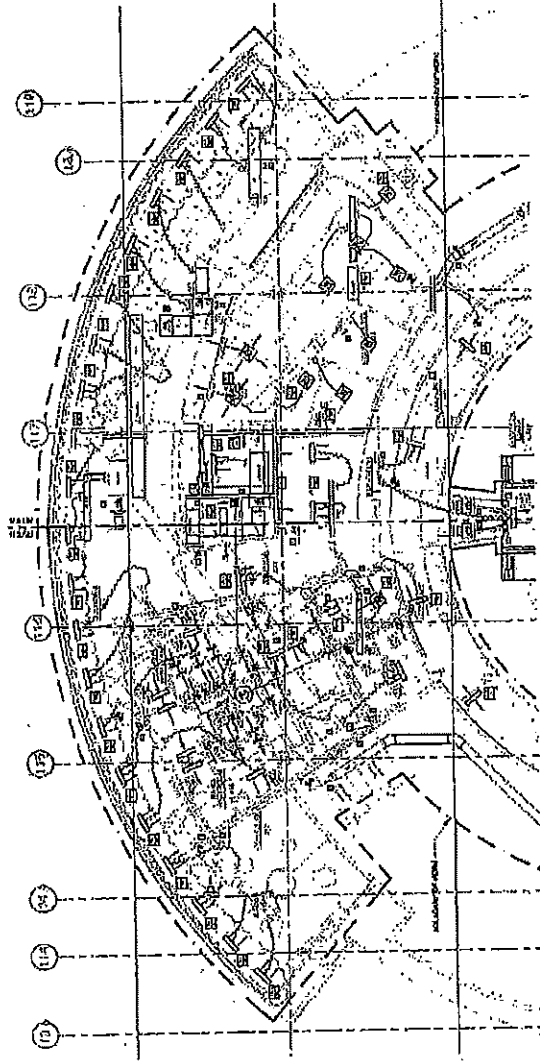
CENTURION LOUNGE - MIA

PERKINS+WILL ADD R&B LOGO

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SITE DOCUMENTATION
EXISTING CONDITIONS: MECHANICAL

APPENDIX 1



EXISTING SERVICES

The existing club contains the following mechanical services which need to be extended or supplemented in the proposed expansion area:

- General HVAC via Chilled-Water (CHW) source, Variable Air Volume (VAV) Air Handling Unit 19 (AHU-19).
- Smoke Evacuation System serving Smoke Zone 19 via Smoke Evacuation Fans 19A & 19B (SEF-19A & -19B).
- General Exhaust for Toilets & Spa via Exhaust Fan 01 (EF-01).
- Lounge Kitchen Hood Ventilation via Kitchen Exhaust Fan 01 (KEF-01) & Kitchen Supply Fan 01 (KSF-01).

The existing mechanical systems serving the space appear to have sufficient capacity to accommodate the proposed expansion.

Additional medium pressure ductwork, terminal units (VAV boxes), low pressure ductwork & air devices will be required. An additional Exhaust Fan may be required for new Restrooms.

CENTURION LOUNGE - MIA

PERKINS+WILL ADD R&B LOGO

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SITE DOCUMENTATION
 EXISTING CONDITIONS: MECHANICAL

APPENDIX 1

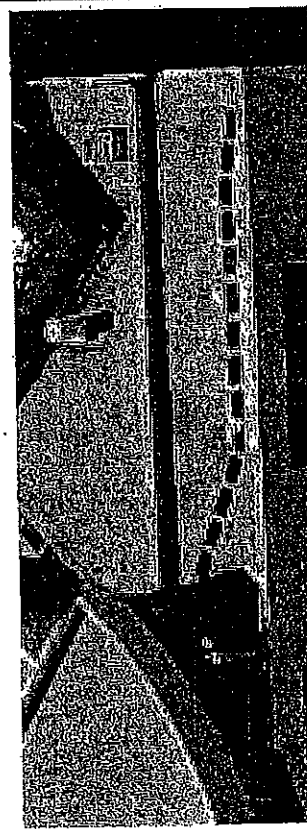
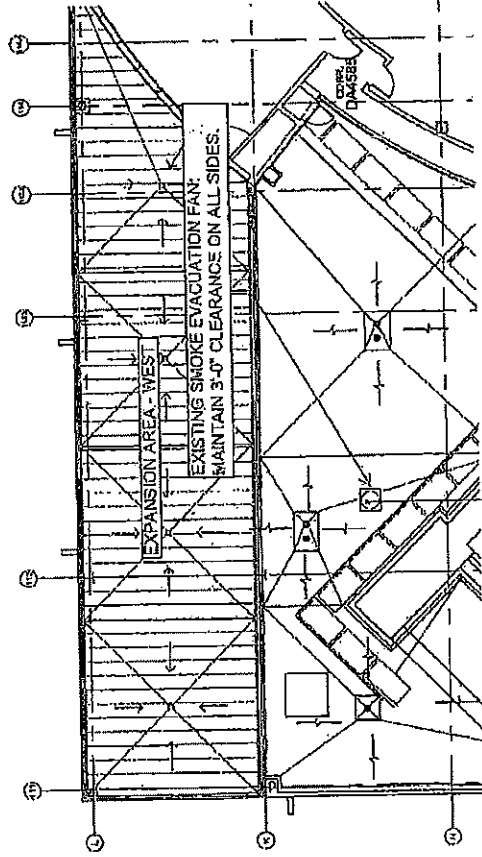
EXPANSION AREA

The areas for expansion include West and East areas that currently have limited access from the existing club. Both areas are planned to be extensions of the existing space.

The spaces identified for expansion are relatively empty; however, there is an existing Smoke Evacuation Fan in the West Expansion Area required to be provided with 3'-0" clearance. If American Express chooses to build-out to the South on the West side expansion:

The exterior wall would wrap around the existing fan, providing the required 3'-0" clearance, or the fan would be relocated to the new roof above the new expansion area. There would remain a loss of real estate due to the duct rising within the space.

Either option would require coordination & approval from MDAD Engineering.



CENTURION LOUNGE - MIA

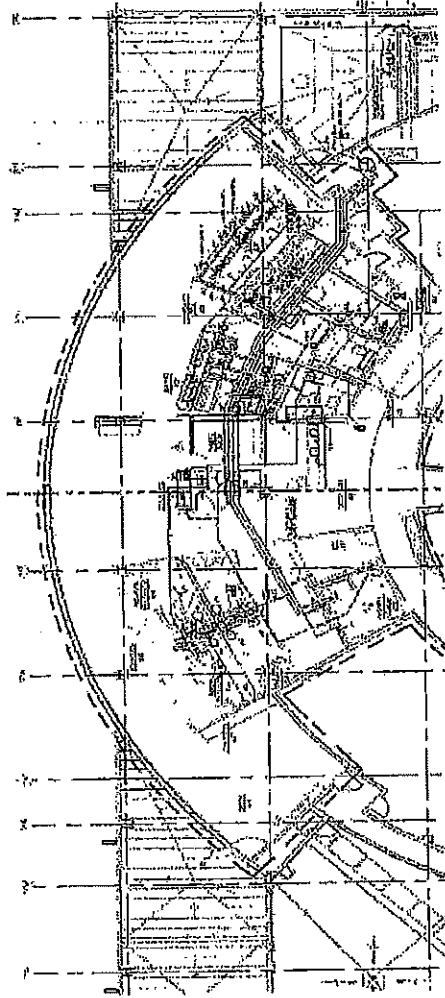
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ADD R&B LOGO

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SITE DOCUMENTATION
EXISTING CONDITIONS: PLUMBING

APPENDIX 1



EXISTING SERVICES

The existing club contains the following plumbing services which need to be extended or supplemented in the proposed expansion areas:

- Sanitary & Vent serving existing Restrooms & direct waste fixtures.
- Grease Waste & Vent serving existing Kitchen & grease-laden waste fixtures.
- Domestic Cold & Hot water system(s) with Hot Water Return circulation.

The existing plumbing systems serving the space appear to have sufficient capacity to accommodate the proposed expansion areas.

Additional Sanitary, Vent, Domestic Cold & Hot water piping will be required & an additional point-of-use Instant Water Heater may be required for new Restrooms.

Existing Storm Drainage piping & Root Drains currently located within the proposed expansion areas will be required to be re-routed & re-located; offset piping below slab to new expansion interior partition/exterior wall(s), rise to above new expansion ceiling, offset to same existing plan location & penetrate new roof with Roof Drains.

CENTURION LOUNGE - MIA

PERKINS+WILL ADD R&B LOGO

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SITE DOCUMENTATION
EXISTING CONDITIONS: STRUCTURE

STRUCTURAL ANALYSIS

A structural analysis was performed to understand the capacity of the existing structure to support the proposed expansion.

Following is an excerpt from the summary of that analysis. *The full structural report is included as Appendix A.*

The code in effect for this addition is the Florida Building Code, Existing Building, 2014 Edition (FBC-EB). Section 1003 of this code mandates that any element of the lateral-force resisting system of any existing building subjected to an increase in lateral loads from the vertical addition shall comply with the lateral load provisions of the current Florida Building Code, Building (FBC-B). However, the FBC-EB, in Paragraph 1003.3 (2), provides an exception to this requirement when the addition does not increase the lateral force shear in any story 7 by more than 10% cumulative.

In Option One, the addition increases the existing structure base wind shear at the bottom of the Third Floor by more than 10%. According to the requirements of the FBC-EB, the existing structure would, therefore, be required to be analyzed considering current wind loads. The existing structure was designed under the South Florida Building

Code 1988 Edition, for a wind speed of 120 miles per hour.

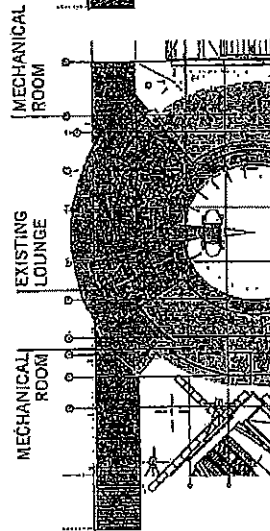
We created a three dimensional analysis model of the existing structure with the Option One addition, utilizing available record drawings. The lateral-resisting system for this steel structure is comprised of moment-resisting frames in both directions. The analysis was performed to investigate the performance of the lateral-force resisting elements under current wind loads. Our investigation indicates that with the vertical addition presented in Option One, several columns and beams that make up part of the lateral-resisting system are overstressed.

Considering Option Two, when the existing structure is evaluated with the addition in

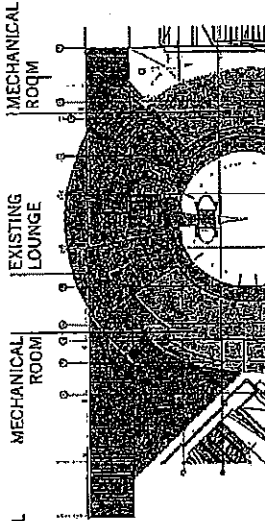
place, the base shear at the bottom of the Third Floor when compared to the base shear for the unaltered structure, increased by less than the allowed 10%. With this provision, the addition can be carried out without analyzing the existing lateral-force resisting elements for current wind loads.

The existing structural drawings indicate that the structure was designed for a future roof, therefore, the existing gravity resisting members are adequate. Their adequacy was further verified by analysis for both options.

Therefore, while Option One would require retrofitting some of the existing beams and columns, Option Two would not.



ROOF AREA STUDIED IN OPTION 1



ROOF AREA STUDIED IN OPTION 2

CENTURION LOUNGE - MIA

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ADD BNI LOGO

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SITE DOCUMENTATION
APPLICABLE CODES AND GUIDELINES

CODES GOVERNING THE PROJECT

	CODE	YEAR
BUILDING	FLORIDA BUILDING CODE	2014
ACCESSIBILITY	FLORIDA BUILDING CODE ACCESSIBILITY	2014
	FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION	2012
LIFE SAFETY	LIFE SAFETY CODE FLORIDA EDITION	2012
	NFPA 101	2012
FIRE PREVENTION	FLORIDA FIRE PREVENTION CODE	2014
ENERGY	FLORIDA BUILDING CODE	2014
ELECTRICAL	FLORIDA BUILDING CODE	2014
MECHANICAL	FLORIDA BUILDING CODE	2014
PLUMBING	FLORIDA BUILDING CODE	2014
GAS	FLORIDA BUILDING CODE	2014

AUTHORITIES HAVING JURISDICTION

Miami-Dade County Building Department
(located at MIA)
Miami-Dade Fire and Rescue
DERM
WASD
Miami Dade Aviation Department

AHJ INFORMATION

On May 9, 2016, a meeting was held in building 5A with the building department, the fire department, the client, and the architect to discuss the potential expansion project.

The intent of the meeting was so understand issues related to code and previous studies that have been performed for this site. The following was noted:

- A stair will be required on the west side of the expansion. Roof egress will not be allowed.
- An open stair will be acceptable, however provisions for a visual barrier, per code, will be required.
- It was noted that the additional stair is needed due to common path distances and not occupant load. There are two existing egress paths serving the existing lounge and these will not be impacted by this project.
- The egress path from the APM station must be preserved.

CENTURION LOUNGE - MIA

APPENDIX 1

AUTHORITY GUIDELINES

MIA Design Guidelines apply to areas outside the tenant leasehold and the new building envelope.

- MIA project approval will be required, following the established process:
- provide concept design for assignment of PM and TAC-N
 - sewer capacity letter and asbestos letter required
 - drawing reviews required at determined intervals
 - letter of concurrence required for permit submittal

MDAD NOTES

- Initial meetings have been held with MDAD to discuss concept of project.
- Properties has no objection to the project, but recommends discussions with other stakeholders, such as security and airside operations.
 - Airside Ops and Security had no initial objections, but will need to be kept informed as design develops.
 - MDAD has expressed concern over setting a precedent for an open stair, however, an enclosed stair will put the results of the structural analysis in jeopardy. This design will need to be further discussed.

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