Memorandum

MIAMI-DADE COUNTY

Date: January 19, 2022

Amended
Agenda Item No. 8(F)(9)

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

Daniella Levine Cava

Resolution No. R-31-22

Subject: Recommendation for Approval to Award a Designated Purchase Contract: BW-10106 Skytrain Automated People Mover Operation and Maintenance

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Recommendation

It is recommended that the Board of County Commissioners (Board) approve this request for award of Designated Purchase *Contract No. BW-10106, Skytrain Automated People Mover (APM) Operation & Maintenance (O&M)*, to Crystal Mover Services, Inc. (CMSI) for the Miami-Dade Aviation Department. Approval of a designated purchase is requested, pursuant to Section 2-8.1(b)(3) of the Miami-Dade County Code, by a two-thirds vote of the Board members present, to authorize award of a contract for the operation and maintenance of the Skytrain APM at Miami International Airport (MIA).

This contract will replace *Contract No. B702B,* which was approved by the Board through Resolution No. R-694-10, for a five-year term, with five, one-year options to renew (OTR) terms. The contract was amended by the Board through Resolution No. R-1065-15, removing four OTRs, which were subsequently approved by the Board through Resolution No. R-99-17. The contract was extended by the Board for six months and additional expenditure through Resolution No. R-641-21.

This item is being presented as a designated purchase because competition for these services is not practicable at this time as the Skytrain APM O&M uses technology that is proprietary to the vendor and the cost of replacing the current system outweighs the potential benefits of additional competition. The operation and maintenance of this APM System requires highly specialized, on-site and off-site expertise. The County has previously determined it is in their best interest to retain the authorized representatives of the original equipment manufacturer (OEM) for operation and maintenance.

Background

The recommended contract will provide operation and maintenance of the Skytrain APM, as well as the purchase of additional vehicles, the implementation of a Capital Assets Replacement Program (CARP), vehicle overhauls, and cleaning services. The APM System is essential to MIA's operational needs as it provides service in MIA's mile-long North Terminal, offering passengers a quick and convenient way to move through the extensive terminal.

APM O&M support services are necessary in maintaining MIA's Skytrain operating safely and reliably. MIA is dependent upon the continued minimum System Service Availability of 99.5 percent or higher for the APM System. Failure to meet the established System Service Availability of 99.5 percent negatively affects airport operations and results in penalties to the contractor. This contract includes an option allowing for CMSI to train County employees should the County find it in the best interest to do so. Market research performed showed other airports have similar APM systems, and due to the proprietary nature of equipment, the systems are supported through non-competitive contracts.

Accordingly, it is in the County's best interest to award this designated purchase contract pursuant to Section 2-8.1(b)(3) of the County Code to CMSI to provide O&M services to ensure safe and reliable operations of the Skytrain APM at MIA.

Scope

The scope of this item is countywide in nature.

Fiscal Impact/Funding Source
The fiscal impact for the five-year term is $111,491,200. Should the County choose to exercise, at its sole discretion, the one, five-year option to renew, the estimated cumulative value will be $240,669,354. The current contract, *Project B702B*, is valued at $84,566,433 for an eleven-year term that will expire on February 28, 2022.

The allocation under this replacement contract is higher than the current contract due to the funding of general allowance accounts for foreseeable work to the twelve-year-old system, which includes a capital asset replacement program, the overhaul of existing vehicles, and the purchase of additional vehicles. Work required under the general allowance accounts will be requested on an as needed basis through the issuance of work orders. The value of the operation and maintenance services will remain the same as the previous contract.

Department	Allocation	Funding Source	Contract Manager
Aviation	$111,491,200	Proprietary Funds	Tiondra Wright
Total:	**$111,491,200**		

Track Record/Monitor
Basia M. Pruna of the Internal Services Department is the Assistant Division Director.

Delegated Authority
If this item is approved, the County Mayor or County Mayor's designee will have the authority to exercise all provisions of the contract, including any cancellation, renewal or extension provisions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

Vendor Recommended for Award

Vendor	Principal Address	Local Address*	Number of Employee Residents 1) Miami-Dade 2) Percentage*	Principal
Crystal Mover Services, Inc.	815 NW 57 Avenue Suite 222 Miami, FL	Same	198 20%	James D. Lillie

*Provided pursuant to Resolution No. R-1011-15. Percentage of employee residents is the percentage of vendor's employees who reside in Miami-Dade County as compared to the vendor's total workforce.

Due Diligence
Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine contractor responsibility, including verifying corporate status and that there are no performance or compliance issues. The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to contractor responsibility.

Applicable Ordinances and Contract Measures
- The two percent User Access Program provision does not apply.
- Local Preference does not apply.
- A 3.5 percent SBE Goods and Services goal applies on OEM Janitorial Services; no other areas were eligible for measures.
- The Living Wage applies as the services to be procured are covered services under the Ordinance.

Jimmy Morales
Chief Operations Officer

MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: January 19, 2022

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Amended
Agenda Item No. 8(F)(9)

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 present ✓, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve**

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

Approved Danielle Levine Cava Mayor

Veto __________

Override __________

Amended
Agenda Item No. 8(F)(9)
1-19-22

RESOLUTION NO. **R-31-21**

RESOLUTION AUTHORIZING DESIGNATED PURCHASE PURSUANT TO SECTION 2-8.1(B)(3) OF THE COUNTY CODE BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT; AUTHORIZING AWARD OF CONTRACT NO. BW-10106 FOR PURCHASE OF SKYTRAIN AUTOMATED PEOPLE MOVER OPERATION AND MAINTENANCE TO CRYSTAL MOVER SERVICES, INC. IN AN AMOUNT NOT TO EXCEED $240,699,354.00 FOR THE INITIAL FIVE-YEAR TERM AND ONE, FIVE-YEAR OPTION TO RENEW FOR THE MIAMI-DADE AVIATION DEPARTMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY RENEWAL, CANCELLATION OR EXTENSION PROVISIONS, PURSUANT TO SECTION 2-8.1 OF THE COUNTY CODE AND IMPLEMENTING ORDER 3-38

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:

Section 1. This Board finds it is in the best interest of Miami-Dade County to award Contract No. BW-10106 for purchase of Purchase of Skytrain Automated People Mover Operation and Maintenance to Crystal Mover Services, Inc. in an amount not to exceed $240,699,354.00 for the initial five-year term and one, five-year option to renew for the Miami-Dade Aviation Department, pursuant to section 2-8.1(b)(3) of the Code of Miami-Dade County, by a two-thirds vote of the Board members present.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to execute the attached amended contract, and to exercise all provisions of the contract, including any renewal, cancellation or extension provisions, pursuant to section 2-8.1 of the County Code and Implementing Order 3-38.

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

Jose "Pepe" Diaz, Chairman **aye**
Oliver G. Gilbert, III, Vice-Chairman **aye**

Sen. René García	**absent**	Keon Hardemon	**aye**
Sally A. Heyman	**aye**	Danielle Cohen Higgins	**aye**
Eileen Higgins	**aye**	Joe A. Martinez	**aye**
Kionne L. McGhee	**aye**	Jean Monestime	**aye**
Raquel A. Regalado	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**		

The Chairperson thereupon declared this resolution duly passed and adopted this 19th day of January, 2022. 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

Melissa Adames
By:________________________
Deputy Clerk

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

David M. Murray

THIS IS THE FINAL CONTRACT

DATED: DECEMBER 3, 2021

OPERATIONS AND MAINTENANCE PROVISIONS

MIAMI-DADE AVIATION DEPARTMENT

MIAMI-DADE COUNTY

DANIELLA LEVINE CAVA
Miami-Dade County Mayor

BOARD OF COUNTY COMMISSIONERS
JOSE "PEPE" DIAZ, Chairman
OLIVER G. GILBERT, III, Vice-Chair

Oliver G. Gilbert, III, District 1
Jean Monestime, District 2
Keon Hardemon, District 3
Sally A. Heyman, District 4
Eileen Higgins, District 5
Rebeca Sosa, District 6
Raquel A. Regalado, District 7
Danielle Cohen Higgins, District 8
Kionne L. McGhee, District 9
Dennis C. Moss, District 9 10
Javier D. Souto, District 10
Joe A. Martinez, District 11
Jose "Pepe" Diaz, District 12
René Garcia, Jr., District 13

GERI BONZON-KEENAN, County Attorney
RALPH CUTIE, Aviation Director

NORTH TERMINAL SKYTRAIN APM O&M SERVICES

MDAD Project No. BW-10106

APM SYSTEM CONSULTANT
LEA ELLIOTT

Chief Procurement Officer: Namita Uppal

Postal Address:
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974

Phone: (305) 375-4900
Email: Namita.Uppal@miamidade.gov

OPERATIONS AND MAINTENANCE GENERAL REQUIREMENTS

Operations and Maintenance Agreement for the North Terminal Automated People Mover System at Miami International Airport

Contract No. BW-10106

THIS AGREEMENT made and entered into as of this ______ day of ________________________ (Effective Date) by and between Crystal Mover Services, Inc., a corporation organized and existing under the laws of the State of Delaware, and duly registered to do business in the State of Florida, having its principal office at 815 NW 57th Avenue, Suite 222, Miami, FL 33126 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County").

WITNESSETH

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

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

2. The Contractor shall fully perform the Services as of the Effective Date of this Agreement for the total term, option to renew, and any extensions, as per **Section 3** of the **Operation and Maintenance – General Requirements (OMGR)**. The Date of Commencement of Work is the date established in the Notice to Proceed for the Operations and Maintenance Contract. The Contractor shall physically commence Work immediately on the Date of Commencement of Work. Work shall be executed and sufficient manpower employed as to meet all milestones for completion of portions of the Project.

3. Price Schedule: The Owner agrees to pay the Contractor in accordance with **Appendix B - Price Sheets.**

4. The Contractor has examined the General Provisions and General Requirements of the Operations and Maintenance Contract, and the Contractor's Operations and Maintenance Pricing Forms, and whether or not attached hereto at the time of execution, they are by reference made a part hereof and, together with this Agreement, from the Contract between the parties. All portions of such documents which Contractor believes are inconsistent with any other or ambiguities have been called to Owner's attention in writing and have been corrected to the satisfaction of both parties prior to this Contract. Contractor warrants that the quantities and units provided in the Pricing Forms are sufficient for the Work as defined in the Contract

Documents and are provided for the purpose of estimating the cost associated with Contract Modifications. No adjustments shall be made to the Annual Lump sum fixed Prices and Lump Sum Fixed Prices for Demobilization and Optional Training of Owner designated personnel for actual quantities provided if they are different than those noted in the Pricing Forms unless accompanied by a Contract Modification; in such case, the Lump Sum Fixed Prices will be adjusted in accordance to a Change Order approved by the Owner. Contractor further warrants that the proposed staffing levels and quantities are sufficient for the Operation and Maintenance of the APM System at the degree of reliability required by the Contract Documents.

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

6. The Contractor agrees to indemnify, defend and hold harmless the Owner, its parent, subsidiaries and affiliates, the Owner's Representative, their directors, officers, employees, agents and representatives as per **OMGP Article 16 – Indemnification and Hold Harmless**.

7. The Contractor shall, at its sole cost and expense, procure and maintain in full force and effect, insurance as per **OMGP Article 15 – Insurance**, for coverage of Contractor's obligations of this Agreement and under the General Provisions of the Operations and Maintenance Contract.

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

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

10. The Contract documents are as stated in order of precedence in **OMGP Article 2.01 – Contract Documents**.

EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor		Miami-Dade County	
By:	James D. Lillie	By:	
Name:	James D. Lillie	Name:	Daniella L. Cava
Title:	President & CEO	Title:	Mayor
Date:	October 22, 2021	Date:	
Attest:		Attest:	
	Corporate Secretary/Notary Public		Clerk of the Board

CARIDAD MEDINA
Notary Public - State of Florida
Commission # HH 064057
My Comm. Expires Nov 16, 2024
Bonded through National Notary Assn.

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency

Assistant County Attorney

TABLE OF CONTENTS

Attachments:

- Operation and Maintenance General Provisions (OMGP)
- Operation and Maintenance General Requirements (OMGR)
  - OMGR Appendix A – Scope of Services
  - OMGR Appendix B – Price Sheets (Pricing Forms also to include Owner options)
  - OMGR Appendix C – Agreement and Release of Any and All Claims
  - OMGR Appendix D – Small Business Enterprise Program for the Purchase of Goods

and Services Implementing Order 3-41

- OMGR Appendix E – Form of Contract Summary
- OMGR Appendix F – Change Order No. 1 to B702A
- OMGR Appendix G - B702A Trust Agreement Information
- OMGR Appendix H – Monthly Payments
- OMGR Appendix I - Corporate Guarantee from Sumitomo Corporation of America and Mitsubishi Heavy Industries America, Inc
- OMGR Appendix J – Form of Surety Performance and Payment Bond

OPERATION AND MAINTENANCE GENERAL PROVISIONS (OMGP)

ARTICLE 1. DEFINITIONS

The following words, expressions, and acronyms used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The words "**Allowance Account(s)"** to mean account(s) in which stated dollar amount(s) may be included in this Agreement for the purpose of funding portions of the Services or the Work.
2. The word "**Amendment"** to mean a written modification to this Agreement executed by Contractor and the County covering changes, additions, or reductions in the terms and conditions of this Agreement.
3. The words **"Airport"** or acronym **"MIA"** to mean Miami International Airport
4. The title "**B702A"** to mean Project No. B702A – Phase I Supply/Installation Contract
5. The title "**B702B**" to mean Phase II MDAD Operations and Maintenance Contract
6. The words **"Contract"** or **"Agreement"** to mean this Contract No. BW-10106, collectively with these terms and conditions, the Scope of Services (**OMGR Appendix A**), all other appendices and attachments hereto, all amendments issued hereto, and all associated addenda, and the Contractor's Proposal.
7. The words **"Contract Date"** to mean the date on which this Agreement is effective.
8. The words "**Contract Documents**" to mean the documents listed in order of precedence under **OMGP Article 2.01 – Contract Documents**.
9. The words **"Contract Manager"** to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
10. The word **"Contractor"** to mean <u>Crystal Mover Services, Inc.</u>, its permitted successors, and its authorized representative(s).
11. The words **"County"** or **"Owner"** to mean Miami-Dade County, a political subdivision of the State of Florida.
12. The word **"Days"** to mean calendar days.
13. The word **"Deliverables"** to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and

acceptance pursuant to the terms of this Agreement.

14. The word **“New”** to mean not second hand, refurbished, or reconditioned.

15. The acronym **“OMGP”** to mean the O&M General Provisions of this Agreement.

16. The acronym **“OMGR”** to mean the O&M General Requirements of this Agreement.

17. The term “**SP-B702A**” to mean the Special Provisions of B702A that apply to the Services under this Agreement, where specified.

18. The term “**TP-B702A**” to mean the Technical Provisions under B702A that apply to the Services under this Agreement, where specified.

The acronyms **“O&M”** or **“OM”** to mean Operation and Maintenance Services for this Agreement.

19. The words **“Owner’s Representative”** to mean Lea+Elliott, Inc. and whose personnel is further identified in **OMGP Article 26 – Notices to the Parties**.

20. The words **“Performance and Payment Bond”** to mean a Bond executed by the Contractor and its Surety, on the attached form, assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the work.

21. The words **"Project Manager"** or **“County’s Project Manager”** to mean the County Mayor or the duly authorized representative designated to manage the Project.

22. The word **“Site”** to mean the location of the Work, Services, and/or Project.

23. The words **"Scope of Services"** to mean the document appended hereto as **OMGP Appendix A**, which details the Work to be performed by the Contractor.

24. The word **"Subcontractor"** or **“Subconsultant”** to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

25. The words **“System”** or **“APM System”** or to mean the North Terminal Automated People Mover System.

26. The word **“Work”, “Services” and/or “Project”** to mean all labor, materials, tools, equipment, services, methods, procedures, or any other matter or thing necessary or convenient to performance by the Contractor or Subcontractors for the fulfillment

of Contractor's obligation under this Agreement.

27. The words **"directed"**, **"required"**, **"permitted"**, **"ordered"**, **"designated"**, **"selected"**, **"prescribed"** or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words **"approved"**, **"acceptable**", "**satisfactory**", **"equal"**, **"necessary"**, or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.

28. The terms **"hereof"**, **"herein"**, **"hereinafter"**, "**hereby"**, **"herewith"**, "**hereto"**, and **"hereunder"** shall be deemed to refer to this Contract.

29. Whenever the words "**as directed**," "**as required**," "**as permitted**," or words of like effect are used, it shall be understood as the direction, requirement, or permission of the Owner. The words "**sufficient**," "**necessary**," or "**proper**," and the like, mean sufficient, necessary, or proper in the judgment of the Owner.

ARTICLE 2. <u>GENERAL</u>

The following are the **Operation and Maintenance General Provisions (**OMGP**)** for this Agreement BW-10106, under which the Contractor shall operate and maintain the North Terminal Automated People Mover (APM) System that the Contractor designed, supplied and installed for American Airlines, Inc. under the separate Supply/Installation contract dated October 29, 1999 (Project No. B702A) and as may have been modified during the O&M period of said contract.

2.01 <u>CONTRACT DOCUMENTS TO BW-10106</u>

The Contract Documents to BW-10106 are listed below in order of precedence:

a. Modifications / Addenda to Contract inverse chronological order

b. Agreement BW-10106

I. The OMGP

II. The OMGR

c. SP-B702A and TP-B702A, in order

d. Written numbers over figures, unless obviously incorrect; figured dimensions over scaled dimensions; large-scale drawings over small-scale drawings

e. All approved submittals provided under contracts B702A and B702B (including, but not limited to the System Operations Plan, the Operations Manuals, the Maintenance Plan, the Maintenance Manuals, the Rule Book and the Operations and Maintenance

Management Plan

f. Owner's Comments to the Contractor's Proposal Titled: North Terminal APM System – 10 Years O&M

g. Contractor's Proposal Titled: North Terminal APM System – 10 Years O&M

2.02 RULES OF INTERPRETATION

A. References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

B. Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

C. The titles, headings, captions, and arrangements used in this Agreement are for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Contract, nor affect the meaning thereof.

2.03 ENTIRE AGREEMENT

A. The Contract Documents, and any written modification to the Contract Documents, shall represent the entire and integrated agreement for this Contract between the parties hereto regarding the subject matter of the Contract and shall constitute the exclusive statement of the terms of the parties' agreement and include all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or Amended, in accordance with **OMGP Article 2.04 – Modifications**.

B. The Contractor shall provide the Services set forth or reasonably implied in **OMGR Appendix A - Scope of Services,** and all services ancillary thereto or necessary for the provision of such Services and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

C. The Contractor acknowledges that this Contract requires the performance of all things necessary for or incidental to the effective and complete performance of all Services under this Contract.

D. The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Services that are necessary for the completion of this

Contract. All Services shall be accomplished at the direction of the County's Project Manager or Owner Representative.

E. The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County, except those changes which materially alter the scope of this Agreement shall be subject to the modification procedures in **OMGP Article 2.04 – Modifications** and the change order procedures in **OMGR Section 5.0 – Changes to System Operation and Maintenance**. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

2.04 MODIFICATIONS

This Contract may be amended or modified only by a written Amendment duly executed by both parties and approved by the Board of County Commissioners, excepting time extensions authorized under Implementing Order 3-38, and negotiations of price incident to any renewals or extensions; provided that changes or directives that fall within the scope of **OMGP Article 14 - Allowance Accounts** shall not require approval by the Board of County Commissioners. The Contract Documents may not be modified or supplemented orally or by implication.

2.05 EFFECT OF WAIVERS

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

2.06 EXERCISE OF CONTRACT RESPONSIBILITIES

The Owner, and the Owner's Representative, do not, in exercising their responsibilities and authorities under this Agreement, assume any duties or responsibilities to any subcontractor or supplier, nor do the Owner and the Owner's Representative assume any duty of care to Contractor, its Subcontractors, or suppliers, except as expressly set forth in this Agreement.

However, the Owner's Representative shall be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Owner's Representative's duties.

The Owner, and the Owner's Representative, in exercising their responsibilities and authorities under the Contract Documents, shall act reasonably consistent with their general obligations under Florida law to act in good faith and with fair dealing.

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

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

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

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

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

ARTICLE 3. AUTHORITY OF THE COUNTY'S PROJECT MANAGER AND THE OWNER'S REPRESENTATIVE

A. County's Project Manager

1. The County's Project Manager is an agent of the Owner under this Contract.

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

1. The Owner's Representative for this Contract and contact information is specified in

OMGP Article 26 – Notices to the Parties.

2. The Contractor shall provide for two offices (Rooms #AC4689 and #AC4684, but subject to change based on the Owner’s requirements) for the Owner's Representative within the Contractor's administrative offices at the Site. The Owner’s Representative shall be responsible for providing its own desks, conference table, chairs, bookshelves, filing cabinets, and telephones. The Owner’s Representative will provide its own copy machine, fax machine, computer, computer printer and other office equipment as needed. The Contractor shall provide internet access and janitorial services for such offices in accordance with **OMGP Article 53- Living Wage**.

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

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

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

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

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

8. The Owner's Representative will review Contractor submittals.

9. The Owner's Representative may prepare, as directed by Owner, Change Orders for the Owner's acceptance in accordance with **OMGR Section 5 – Changes to System Operation and Maintenance**, and will have authority to order minor technical changes in the Work which do not increase scope, time, or compensation, and which

do not waive any material provision of this Agreement.

C. Owner's Review: Submittals will be reviewed by the Owner for conformance to requirements of the Contract Documents. Review of a separate item will not constitute review of an assembly in which the item functions. The Owner will withhold acceptance of submittals which depend on other submittals not yet submitted or not yet approved/accepted. Review and acceptance by the Owner will not relieve Contractor from its responsibility for accuracy of submittals, for conformity of submittals to requirements of the Contract Documents, for compatibility of described product with contiguous products and the rest of the System, or for completion of the Contract in accordance with all requirements of the Contract Documents.

The Owner will review the submittals for general conformance with the Contract Documents and mark, sign, and date the review stamp. The Owner's marks shall have the following meanings:

1) **APPROVED,** shall mean that the Owner is in agreement with the Contractor's schedule and Schedule of Values. The prior written approval of the Owner shall, at all times, be subject to the provisions of this paragraph. The approval of the Owner of the above specific items does not constitute a waiver or relinquishment by the Owner of any of its rights under the Contract nor exonerate or relieve the Contractor from any obligation or liability hereunder. Each such approval is given by the Owner in reliance upon, and subject to, the performance by the Contractor of its Work in accordance with, and pursuant to, the terms, covenants, provisions and conditions of the Contract.

   Without limitation to the generality of the foregoing, neither the review nor the approval of any submittal or portion thereof by the Owner, shall relieve the Contractor of any of its responsibility whatsoever for the accuracy or integrity of the submittal, or the ability of the Contractor to meet any conditions specified in the submittal.

2) **ACCEPTED,** shall mean that the submittal itself and its contents appear to conform to the respective requirements of the Contract Documents for that submittal. Acceptance shall not mean approval or that the Owner is in agreement with the aspects of a submittal or that the Contractor has met all Contract requirements for the aspect(s) of the System to which the submittal may pertain.

3) **ACCEPTED AS NOTED,** shall mean that the submittal and its contents appear to conform to the respective requirements of the Contract Documents for that submittal after revisions are made to the areas noted in recognition of the reviewer's comments. Submittals so marked need not be resubmitted.

4) **NOT ACCEPTED,** shall mean that the submittal does not meet requirements and that a new or revised submittal in accordance with the Contract Documents shall be made. No marking by the Owner shall relieve the Contractor of the obligation to fully satisfy all of the requirements of the Contract, or be interpreted as a directive to perform any work that is not already called for in the Contract Documents. By reviewing design

documents and other submittal documents, the Owner/Owner's Representative shall not become a responsible party for any specific submittal or design; rather, the Owner's review will be generally provided for the purpose of early identification of any submittals and designs which it believes are not in conformance with Contract requirements.

ARTICLE 4. REPORTS

4.01 QUALITY ASSURANCE / QUALITY ASSURANCE RECORD KEEPIING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of five (5) years from the expiration date of this Agreement and any extension thereof.

4.02 PUBLIC RECORD AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Contractor shall comply with the Public Records Laws of the State of Florida, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. In the event Contractor fails to meet any of these provisions or to comply with Florida's Public Records Laws as applicable, and does not cure the failure within seven (7) days after notice of the same from Owner, such failure shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1st STREET, SUITE 1300, MIAMI, FLORIDA 33128

4.03 REPRESENTATIVE AND AUTHORITY

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

ARTICLE 5. MANNER OF PERFORMANCE

A. The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services.

B. The Contractor shall at all times cooperate with the County and coordinate its respective efforts to most effectively and efficiently maintain the progress in performing the Services.

C. The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 6. OWNER PROVISION OF APM SYSTEM

6.01 APM SYSTEM AND FACILITIES

The Owner shall make available to the Contractor the entire APM System, including all facilities, equipment, tools, spare equipment, parts, consumables, and documentation provided by the Contractor under contract **B702A**, as well as all other APM facilities to be operated and maintained by the Contractor that may have been provided by others. The foregoing shall remain the property of the Owner; however, the Contractor shall be responsible to maintain said property in accordance with the provisions of the O&M General Requirements.

6.02 CONTROL OF PREMISES

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

6.03 ADMINISTRATIVE RIGHTS

The Owner and the Owner's Representative shall, at all times, have access to the APM System. The Contractor shall supply to the County all necessary documentation and any required access credentials to allow the Owner to independently access, operate and/or maintain the APM System; provided that, notwithstanding anything to the contrary in this Contract, any such access, operation, and/or maintenance by the Owner or the Owner’s Representative shall be at its sole risk and responsibility.

6.04 OWNER’S RIGHT TO SUSPEND THE WORK

The Owner may, at any time, and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) Days by notice in writing to the Contractor which shall fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date so fixed. The Contractor may be allowed an adjustment in the Contract Price or an extension of the Contract Time, or both, if directly attributable to any suspension and Contractor makes a claim therefor as provided in **OMGP Article 46 – Claims by Contractor**.

6.05 OWNER’S RIGHT TO STOP THE WORK

If (1) the Contractor fails to perform in accordance with this Agreement or (2) an incident has occurred which resulted in fatalities, personal injuries and/or damage to vehicle(s), or equipment, or facilities, the Owner may order the Contractor to stop the Work, or any portion thereof, until the cause for such order, has been eliminated; except that that Contractor may solely engage in Work necessary or appropriate to bring it back into compliance with the Agreement, and with prior notice to the County of such Work.

6.06 OWNER'S RIGHT TO CARRY OUT THE WORK

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

ARTICLE 7. COMPENSATION

Compensation will be made by the Owner in monthly payments for the O&M Work, as set forth in **OMGR Section 4.0 - Payment** and **Section 7.0 – Repair and Replacement of Damaged Parts, Components or Materials**, that the Owner's Representative, in its sole discretion, concludes have been satisfactorily performed as of the last day of the immediately preceding month. In no event shall the annual amounts for this Contract exceed that specified in **Appendix B – Price Sheets**, unless modified under **OMGP Article 2.04 - Modifications**. **Appendix B – Price Sheets** shall provide the breakdown of not to exceed budgets and costs associated with this Contract and provides a basis for calculating monthly payments. Compensation will be made by the Owner for the CARP Work, vehicle overhauls, and additional vehicles in accordance with **OMGR Section 4.0 – Payment**.

No charges shall be incurred under this Contract, nor shall any payments become due to Contractor until reports, services, or both, required under the Contract are received from Contractor and approved by Owner's Representative as being in accordance with the Contract Documents. In no event shall the Owner be liable to pay interest or late charges for any late payments made to the Contractor.

7.01 MAXIMUM COSTS

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

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

7.02 TRUST AGREEMENT (ESCROW ACCOUNT):

As accounted for in **SP-B702A** Section 6.1.10, a Three-Party Escrow Agreement was established for the System with Iron Mountain Intellectual Property, Inc. The Contractor shall maintain all proprietary software and other materials included in the Escrow Agreement for the life of the Contract. All materials provided in this Escrow Agreement must be identical to that used for current System Operation. Any change/updates to the working versions of the software or other material used for the operational System during this Contract must also be changed/updated in the Escrow Agreement. The Contractor shall advise the Owner in writing should any updates take place during the course of this project.

ARTICLE 8. SUBMITTING FALSE CLAIMS, MONETARY PENALTIES

Where the Contractor, or any of its Subcontractors or consultants commit any of the following acts, the Contractor shall be liable to the Owner for the amount of damages which the Owner sustains because of the acts of the Contractor, Subcontractor or consultant. The Contractor, or his Subcontractor or consultant who commits any of the following acts shall also be liable to the Owner for the costs, including attorney's fees, of any civil action brought to recover any of those penalties or damages, and may be liable to the Owner for a civil penalty of up to $10,000 or three times the value of claim, for each false claim: (a) knowingly presents or causes to be presented to an officer or employee of the Owner, or Owner's Representative, a false claim or request for payment or approval; (b) knowingly makes, uses or causes to be made or used a false record or statement to get a false claim paid or approved by the Owner; (c) conspires to defraud the Owner by getting a false claim allowed or paid by the Owner; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the Owner; or (e) is a beneficiary of an inadvertent submission of a false claim to the Owner, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the Owner within a reasonable time after discovery of the false claim.

ARTICLE 9. TAXES

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

ARTICLE 10. PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK

The granting of any payments by Owner, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory Work or material although the unsatisfactory character of such Work or material may not have been apparent or detected at the time such payment was made. Materials, components, or workmanship which do not conform to the **OMGR** and that specified in the **TP-B702A** shall be rejected and shall be replaced by Contractor without delay.

ARTICLE 11. CONTRACTOR'S QUALIFIED PERSONNEL, WARRANTY AND GUARANTY

A. O&M Services shall be performed only by competent and qualified personnel, licensed/certified to perform assigned work, under the supervision and employment of the Contractor. All Contractor’s personnel shall be trained by the Contractor, and shall have the necessary abilities and knowledge to perform the particular O&M

Services such personnel are providing.

B. Contractor will abide by all Federal, State and Local regulations on wages and hours of an employee dealing with the employment relationship between Contractor and its employees in connection with the Services, including but not limited to the Florida Human Relations Act, the Federal National Labor Relations Act, the Federal Fair labor Standards Act, the Federal Civil Rights Act of 1964 as amended, and the Americans with Disabilities Act.

C. The Contractor acknowledges and agrees that the Contractor, its Subcontractors, and all personnel are subject to all Federal, State, and Local laws. Contractor shall require all personnel during the term of the Agreement to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States, prior to assignment to perform Work and Services under this Agreement. In addition, Contractor’s personnel must be eligible for applicable Federal, State, and Local clearances and certifications including but not limited to, the Transportation Safety Administration, Customs and Border Protection, Department of Homeland Security, and Immigration and Naturalization Services.

D. All Contractor personnel shall pass all required courses to secure a valid MDAD ID badge.

1. **Identification Badges for Restricted Areas:** The Contractor shall be responsible for requesting the Owner to issue identification badges to all employees and other personnel under its control who require access to restricted areas on the Airport as a part of their regularly assigned duties, and shall return the identification badges of all personnel transferred or terminated from the employee of the Contractor of Airport assignment and upon termination of this Agreement. The Contractor shall promptly report to the Owner the names of all persons who were employed by the Contractor from whom they were unable to obtain the return of Owner issued identification badges. In the event that an identification badge is not returned because of a failure by the Contractor, the Contractor shall pay, from its own funds, the Owner’s established charge for lost or stolen identification badges. The Owner shall have the right to require the Contractor to conduct background investigations, criminal history checks and to furnish certain data on such employees as a condition of the issuance of such identification badges, which may include the fingerprinting of employee applications for such badges.

E. Contractor shall maintain a drug-free workplace within the meaning of the Florida Drug-free Workplace Act. No employee shall be hired by the Contractor to perform the Services on County premises prior to such employee having been tested negative for illegal drugs. In addition, subject to applicable law, existing employees of the Contractor must be subject to drug testing by the Contractor upon reasonable suspicion of illegal drug use. Subject to applicable law, results of all such drug tests are to be retained by the Contractor. Subject to applicable law, copies shall be provided to the County, if requested.

F. The Contractor's personnel shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenant, customers or other persons at MIA. The Contractor shall be responsible for ensuring that all articles found by its employees on MDAD's premises are turned over to MDAD or MDAD's designated agent in charge of such articles.

G. A valid Florida Driver's License (Commercial Drive License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around MIA. Each of the Contractor's motor vehicles brought onto the County's premises shall have the Contractor's business name and/or logo prominently displayed on both front doors of such vehicle. The Contractor shall maintain all required AOA access and insurance up to date for all employees and vehicles.

H. While working on airport property, all Contractor's personnel shall wear neat-appearing uniforms with the company name and/or logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.

I. The Contractor agrees to replace any of its personnel or subcontractors if so directed by the County, should the County make a reasonable determination, that said individual is not performing in a manner consistent with the requirements of such a position or if whose continued employment on County property is not in the best interest of the County. Contractor shall replace such personnel with employees reasonably satisfactory to the County.

J. If a Contractor's employee's license or certification that has been issued by the Contractor, or other licensing body, which is required in order to perform his or her duties under this Agreement, is revoked or, suspended after due process, the employee shall be subject to immediate removal, and another employee with the required license or certification shall be tendered for Owner approval.

K. The Contractor shall require that any employee performing Services for the Contractor under this Agreement and who is arrested on-duty or off-duty notify the Contractor within a reasonable amount of time, not to exceed three (3) Days, and the Contractor will immediately notify the Project Manager

L. Except as may be required by law, the Contractor and its employees, agents, Subcontractors and suppliers shall not represent to any third parties or prospective clients, directly or indirectly, that any product or Service provided by the Contractor or such other parties, has been approved or endorsed by the County.

M. Employees of the Contractor: All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County.

N. Warranty and Guarantee:

1. Contractor represents and warrants that it is and will be at all times qualified and capable of performing every phase of the Work and Services in accordance with the terms of the Contract Documents. Contractor warrants that all Work and Services shall be performed in accordance with generally accepted professional standards of good and sound transit industry practices and all requirements of the Contract Documents. Subject to the last sentence of this paragraph, Contractor warrants that the Work, including but not limited to each item of materials and equipment incorporated therein, shall be New, shall be of suitable grade of its respective kind for its intended use, shall be free from defects in design, engineering, materials, construction, installation and workmanship, and shall conform in all respects with all applicable requirements of federal, state and local laws, licenses, and permits, the Drawings and Specifications and all descriptions set forth therein, applicable construction and industry codes and standards, and all other requirements of the Contract Documents. In the event the Contractor is unable to supply New material or equipment, the Contractor may offer refurbished material or equipment for consideration, in writing, to the Owner and Owner's Representative. The supply and use of refurbished material or equipment by the Contractor is prohibited without prior authorization by the Owner or Owner's Representative. The individual parts of a system component may be assembled or composed of both New and refurbished materials or equipment, upon written acceptance by the Owner. Notwithstanding the foregoing, Contractor shall not be responsible for the negligence of others in the specification of specific equipment, materials, design parameters, means or methods of supply/installation where that is shown and expressly required by the Contract Documents.

2. The Contractor warrants that the parts, materials and components used under this Contract shall be suitable for the purpose used. Replacement parts shall be new and from the same manufacturer as the original parts. The Contractor may provide rebuilt parts from the original manufacturer or use new parts from another manufacturer subject to written Owner acceptance. In either case, such parts shall be equal or better, in quality and operation, than original parts and free from any and all defects. The Contractor also warrants that its employees or Subcontractors shall be sufficiently skilled and licensed to produce quality repair, replacement and maintenance Work which is free of blemishes (surface defects) and flaws (internal defects). The Contractor further warrants that operation and maintenance methods and procedures employed on the APM System shall, in the past, have been proven to be suitable for the results expected. If the Contractor proposes to use an unproven and untried (l) operation or maintenance method or procedure or, (2) part, material or component, the Owner's Representative must be advised of that fact, in advance and in writing for acceptance. The Owner's Representative may permit experimentation, but it may require special guarantees of the Contractor to cover the

Work produced by the new and untried method or the part, material or component.

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

The warranties provided in this Article shall be the sole and exclusive warranties, in lieu of all other warranties of any kind, whether statutory, expressed, or implied. Upon the expiration or termination of this Agreement, Contractor shall be under no liability whatsoever and howsoever arising, and whether based in contract, in tort (including negligence or strict liability) or otherwise, in respect of defects in the equipment, parts, materials or components delivered, installed or repaired hereunder; provided, however, that, notwithstanding anything to the contrary herein, the foregoing limitation shall not apply to liability arising out of or related to the fraud, gross negligence, or willful misconduct of the Contractor.

ARTICLE 12. RESPONSIBILITY FOR EQUIPMENT. PROPERTY AND RELATED CLAIMS

The Owner or the Owner's Representative shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by Owner. The acceptance or use of such equipment by Contractor or any of its employees shall be construed to mean that Contractor accepts full responsibility for such equipment and the subsequent use thereof.

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

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

The Contractor shall be totally responsible for the risk of (1) all claims made by third persons or all fines or penalties assessed by courts or governmental agencies or other entities against the Contractor or the Owner or Owner's Representative, on account of injuries (including wrongful death), losses and/or damages, and (2) all liability of any kind whatsoever, arising or alleged to arise out of or in connection with the performance of the

Contract, whether or not actually caused by or resulting from the performance of the Contract, or out of or in connection with the Contractor's operations or presence at or in the vicinity of the Owner's premises (including claims against the Contractor or the Owner for the payment of workers' compensation) whether such fines or penalties are made or assessed and whether such claims for injuries, damages, losses are sustained and liability for them imposed at any time both before and after the completion of the services provided herein.

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

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

ARTICLE 13. INDEPENDENT CONTRACTOR

The Contractor is, and shall be, in the performance of all Work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the Services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the Services, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County or its agents in any promise, agreement, or representation other than specifically provided for in this Agreement.

ARTICLE 14. ALLOWANCE ACCOUNTS

There are a total of five (5) Allowance Accounts under this Agreement which shall include: General Allowance Account (Base O&M/Additional Vehicles), Economic Price Adjustment Allowance Account (Base O&M), General Allowance Account (CARP/Vehicle Overhauls), Economic Price Adjustment Allowance Account (CARP/Vehicle Overhauls), and Inspector General Audit Allowance Account. Services to be paid from the Allowance Accounts listed below shall be authorized and specified by Work Order prior to the commencement of the work.

At such time as work is to be performed under the Allowance Account(s), if any, the work shall be incorporated and presented to the Owner/Owner’s Representative with a work schedule, a schedule of values, and shall include detailed information regarding any operational impacts. Operational impacts shall be kept to the minimum possible level allowed by the proposed work and regularly scheduled maintenance activities must not be impacted. The Contractor will be directed to perform work contemplated in the Allowance Account(s) by a written Work Order(s) issued by the Owner or as otherwise specified below. No Work shall be performed by the Contractor without a written Work Order from the Owner.

The not to exceed budget values for the Allowance Accounts are included in the total Contract amount but are only chargeable against the project as described below. At the end of this Contract, the Contract Price shall be decreased to reflect unexpended amounts under the Allowance Account(s) and these amounts will be retained by the Owner.

A. General Allowance Account (Base O&M/Additional Vehicles)

The General Allowance Account shall be available to the Owner for Additional Services on an as needed basis to address work items which fall outside of the Base O&M Work and Additional Vehicles Work. The Base O&M Work consists of those Services provided for in OMGR Appendix A – Scope of Services, excluding the Additional Vehicles Work, and CARP Work. The Additional Vehicles Work is that portion of the Work pursuant to which Contractor will provide a new four-car train (two married-pair vehicles) to the Owner pursuant to this Agreement. It will be used to reimburse the Contractor for furnishing all labor, materials, equipment, and services necessary for such Additional Services. This Allowance Account is intended to provide funding for potential technological and product development, enhancements, operational changes, schedule changes, and emergencies. The Contractor must obtain Owner approval via a written Work Order prior to performing any work under Additional Services, as further described below. The General Allowance Account (Base O&M/Additional Vehicles) may also be utilized to reimburse Contractor for Owner directed changes under **OMGR Section 5.0**.

B. Economic Price Adjustment Allowance Account (Base O&M)

The Allowance Account for Economic Price Adjustment (Base O&M) will be utilized to address Consumer Price Index increases as defined in **OMGR Section 4.01 – Economic Price Adjustment** for Base O&M Work**.**

C. General Allowance Account (CARP/Vehicle Overhauls)

The General Allowance Account (CARP/Vehicle Overhauls) shall be available to the Owner for Additional Services on an as needed basis to address work items which fall outside of the currently anticipated CARP and Vehicle Overhauls Work (the “Base CARP/Overhaul Work”). It will be used to reimburse the Contractor for furnishing all labor, materials, equipment, and services necessary for such Additional Services that fall outside of the currently anticipated Base CARP/Overhaul Work. This Allowance Account is intended to provide additional funding for potential technological and product development, enhancements, operational changes, schedule changes, and emergencies for CARP or Vehicle Overhauls Work.

The Contractor must obtain Owner acceptance via a written Work Order prior to performing any Additional Services related to CARP Work or Vehicle Overhaul Work. The Work Order for the required Work will be issued by the Owner or Owner Representative upon receipt from the Contractor of a satisfactory proposal for performance of the work, and the acceptance thereof by the Owner and the Owner's Representative.

D. Economic Price Adjustment Allowance Account (CARP/Vehicle Overhauls),

The Economic Price Adjustment Allowance Account will be utilized to address Consumer Price Index increases as defined in **OMGR Section 4.01 – Economic Price Adjustment**.

E. Inspector General Audit Allowance Account

An audit account is hereby established to pay for mandatory random audits by the County's Inspector General pursuant to County Code Section 2-1076 and **OMGP Article 56 – Inspector General Review**. The Contractor 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.

The Owner reserves the right to add Additional Services to this Agreement without invalidating the Agreement. The cost or credit to the Owner for Additional Service shall be determined in accordance with the provisions of this Agreement. Additional Services shall encompass related services that directly tie back to the Scope of Services.

- No Additional Services shall be completed by the Contractor unless so directed to perform Additional Services through a written Work Order(s) issued by the County.

- The Contractor shall submit a proposal for the requested Additional Services with a detailed price quote to the Owner/Owner's Representative for review, within twenty-one (21) Days of receipt of the directive, unless otherwise extended upon mutual agreement of the parties. The Contractor shall hold its quoted prices for a minimum of ninety (90) Days and shall not be compensated for efforts expended in preparing and submitting the proposal and subsequent price quotes.

- The Owner and the Contractor shall negotiate an equitable adjustment to the General Allowance Account for all direct and indirect costs in the performance of such Additional Services.

- Additional Services or changes to the Scope of Services exceeding the General Allowance Account shall require a Modification to the Agreement as per **OMGP Article 2.04 - Modifications**.

14.01 <u>WORK ORDERS</u>

The not to exceed budget values for Allowance Accounts are included in the total Contract amount but are not chargeable against the total Contract amount unless and until the Contractor is directed to perform Work contemplated in the Allowance Account(s) by a written Work Order(s) issued by the Owner or as otherwise specified below.

- The Work Order for the required Work will be issued by the Owner or Owner's Representative upon receipt from the Contractor of a satisfactory proposal for performance of the Work, and the acceptance thereof by the Owner or Owner's Representative. The Owner shall have the ability to request and negotiate a lump sum for reimbursable costs. If the nature of the Work is such that a unit price or lump sum price is not economically practical, the Work Order may be issued to perform the Work on a force account basis.

  At the Owner's sole discretion, and when so directed, the Contractor shall solicit competitive bids, where practical or appropriate, or when more than one appropriate subcontractor or materials suppliers are available. The Contractor shall submit the resulting work schedule, schedule of values and operational impacts to the Owner for acceptance or rejection. If the bids are rejected by the Owner, the Contractor shall solicit additional bids for submittal and/or propose alternate approaches for Owner review.

- No Work Order shall be issued against an Allowance Account if such Work Order in the aggregate exceed the authorized amount of that Allowance Account, provided however that such excess may be authorized by appropriate modification, as per **OMGP Article 2.04 - Modifications**.

The cost for all parts and equipment, and costs for furnishing all labor and materials necessary to be purchased by the Contractor shall be reimbursed through the Allowance Accounts as described above and in the **Appendix B - Price Schedule**.

The Contractor shall be allowed a percentage mark up on Work Order invoices for subcontracted services, software, hardware, spare parts, and equipment in accordance with Section 7.03 of the OMGR.

No Work Order issued may modify the terms, conditions, or covenants of this Agreement. Any modification to the terms, conditions, or covenants of this Agreement shall be performed in accordance with **OMGP Article 2.04 - Modifications**.

ARTICLE 15. INSURANCE

Upon County's notification, the Contractor shall furnish to the Internal Services Department, Strategic Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained, at the Contractor's own cost and expense, which meets the requirements as outlined below:

A. Workers' Compensation Insurance as required by Florida Statute 440 for all employees of the contractor having coverage limits of $1,000,000 for each accident, $1,000,000 for disease (each employee), and $1,000,000 for disease (policy limit).

B. Commercial General Liability Insurance in an amount not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

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

- <u>Under no circumstances</u> are Contractors permitted on the Aviation Department, Airside Operating Area (A.O.A) at Miami International Airport without increasing automobile coverage to $5 million. Only vehicles owned or leased by a company will be authorized. Vehicles owned by individuals will not be authorized.

D. D. Umbrella Liability Insurance in an amount not less than $5,000,000 per occurrence.

i. If Excess Liability is provided must be follow form for coverage's B and C.

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:

Miami-Dade County

111 N.W. 1st Street

Suite 1300

Miami, Florida 33128-1974

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall assure that the Certificates of Insurance required in conjunction with this Section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the Certificate(s) of Insurance is scheduled to expire during the term of the Contract, the Contractor shall submit new or renewed Certificate(s) of Insurance to the County a minimum of ten (10) Days before such expiration. In the event that expired Certificates of Insurance are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificates are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) Days, the County may, at its sole discretion, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

E. Coverage for Installation Works

Contractor shall provide and maintain during the term of this Agreement property insurance to cover damage to or destruction to renovations, repairs or equipment being installed in the course of the CARP Work under this Agreement. Such policy shall include coverage for wind, hail, and named storm, off-site storage, and transit. Contractor shall be solely responsible for the satisfaction of any deductibles which may apply under the aforementioned insurance coverage(s). The policy shall cover the full replacement cost of the CARP Work, including periodic increases or decreases in values resulting from change orders. Miami-Dade County shall be included as an additional insured under the policy(ies).

ARTICLE 16. INDEMNIFICATION AND HOLD HARMLESS

The Contractor shall indemnify, defend, and hold harmless the County and its officers, employees, agents, Owner’s Representatives, and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of third party claims, demands, suits, causes of actions or proceedings of any kind or nature to extent resulting from the negligence or willful misconduct of the Contractor or its employees, agents, servants, partners principals or subcontractors, without limitation. To the extent resulting from the negligence or willful misconduct of the Contractor or its employees, the Contractor shall investigate and defend all third-party claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents, and instrumentalities as herein provided. Without limiting preceding, this obligation specifically includes claims related to patent or trademark infringement or other intellectual property claims.

ARTICLE 17. DAMAGES, WAIVER; LIMITATION OF LIABILITY

The Contractor shall remain liable for any liabilities and claims related to the Contractor's default in accordance with the applicable terms of this Agreement, except as subject to the following. In no event, shall the Contractor be liable to the County for any loss of profits or indirect, special, incidental or consequential damages incurred by the Country and arising out of or in connection with this Agreement. In addition, the total aggregate liability of the Contractor to the County under this Agreement for the Work whether arising out of breach of contract (including but not limited to breach of warranty) or tort (including but not limited to negligence and strict liability), shall in no event exceed the total amount of the current year of Base O&M. With respect to claims of property damage or personal injury, this limitation of liability shall be construed only as a limitation on the obligation of Contractor to provide funds in excess of any insurance payments provided to the County, and shall not diminish or limit the obligation of the Contractor to provide insurance in the full amount provided for herein and the obligation of such insurance to compensate the County for any loss to the full extent provided for in the policy. The County may also bring any suit or proceeding for specific performance or for an injunction. Notwithstanding the preceding, nothing herein shall limit the liability of any insurance policy provided by Contractor, and payment of any insurance proceeds to the County shall not diminish or waive any claim the County may have against Contractor for any direct damages.

ARTICLE 18. OWNER OBLIGATIONS TO CONTRACTOR

Owner shall have no obligation to the Contract except as expressly set forth herein. Notwithstanding any other provision of this Contract, in no event will Owner or its agents be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits arising out of or in connection with this Contract or the services performed thereunder.

ARTICLE 19. LIQUIDATED DAMAGES

By entering into this Contract, Contractor agrees that in the event the Services are not provided or inferior to that specified in **OMGR Appendix A – Scope of Services**, Owner will suffer actual damages that will be impracticable or extremely difficult to determine; further, Contractor agrees to the payment reductions and deductions specified in **OMGR Appendix H Section A – Determination of Monthly Payments** and that said payment reductions and deductions shall not be a penalty, but are reasonable estimates of the loss that Owner would incur based on non-performance or inferior performance, established in light of the circumstances existing at the time the Contract is awarded. Owner may deduct a sum, computed in accordance with **OMGR Appendix H Section A – Determination of Monthly Payments**, as liquidated damages from any money due to Contractor. Such deductions shall not be considered a penalty, but rather as monetary damages agreed by the parties hereto as fairly representing the actual damages sustained by Owner because of failure to deliver to Owner the required Services.

Notwithstanding the foregoing, in no event shall Owner deduct any sum as liquidated damages or otherwise to the extent Contractor's failure to deliver Services arises from a Force Majeure event. THE LIQUIDATED DAMAGES SPECIFIED IN THIS CONTRACT REPRESENT THE SOLE AND EXCLUSIVE REMEDY OF OWNER AND THE SOLE AND EXCLUSIVE LIABILITY OF CONTRACTOR WITH RESPECT TO ANY REDUCTION IN

SYSTEM SERVICE AVAILABILITY, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE.

ARTICLE 20. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 21. TERMINATION

In the event Contractor fails to perform any of its material obligations under the Contract other than due to a Force Majeure event as per **OMGP Article 41 – Force Majeure** and does not cure the failure within ten (10) days after notice from Owner, then the Owner may terminate the Contract, or any portion thereof, and the Contractor's rights hereunder that have not already accrued as of the effective date of such termination. Termination shall be effective on the prospective date that the Owner specifies in its written notice to the Contractor. No new work shall be undertaken after the specified date of termination. In the event of such termination, Contractor shall be paid for its services under the Contract, up to the date of termination, that have been performed to the satisfaction of the Owner's Representative.

Owner may terminate the Contract, or any portion thereof, for Owner's convenience and without cause at any time by giving Contractor at least thirty (30) Days' written notice of such termination. In the event of such termination, Contractor shall be paid for actual services rendered or materials provided that have been performed to the satisfaction of the Owner's Representative under the Contract, up to the date of termination; in the event of such termination for convenience, the County shall not be liable to Contractor for any for lost profits, SG&A, loss of bonding capacity, loss of opportunity, loss of goodwill, or any claim of indirect costs of any kind

By the date of termination, for whatever reason, the Contractor shall use reasonable efforts to satisfy all of the conditions specified in **OMGR Section 4.04 – Final Contract Payment**; provided that, if Contractor does not satisfy those conditions within a reasonable time, the Owner reserves the right to claw back an amount of money equal to the cost of meeting such condition from any amounts paid to the Contractor under this Section or to withhold such amounts from any compensation otherwise due to the Contractor.

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

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

2. Place no further orders or subcontracts for materials, services, or facilities except as

may be necessary for completion of services to the date of termination.

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

4. Deliver to the Owner, to the extent, manner, and time as directed by the Owner's Representative, in his sole discretion, the completed, or partially completed documents, information, and other property which, would have been required to be furnished to the Owner had the Contract not been terminated; provided that with respect to any partially completed documents, information, or other property, such items shall be provided on an “as is” basis without any warranty as to its accuracy, usefulness, or completeness.

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

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

ARTICLE 22. DEFAULT

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

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

2. By notice in writing to the defaulting party, cancel or terminate this Contract pursuant to the terms of **OMGP Article 21 - Termination** herein, as applicable. Such termination shall not waive any other legal remedies available to either party.

In addition, the injured party shall be entitled to be reimbursed for reasonable attorney's fees, costs and expenses in connection with any court action under **OMGP Article 21 (1.)** for which it is the prevailing party and shall be required to mitigate damages to the extent feasible.

ARTICLE 23. NO THIRD-PARTY BENEFICIARIES

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

In those situations where this Agreement imposes an obligation to defend on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 24. OTHER AGREEMENTS BETWEEN OWNER AND CONTRACTOR

Contractor agrees that neither it nor any of Contractor's employees has any interest, however remote, in any other agreement with Owner, whether or not such agreement is with Contractor's firm, affiliate firms, or through separate employment. Failure to disclose such information may result in termination of this Contract pursuant to **OMGP Article 21 – Termination and OMGP Article 22 - Default**.

ARTICLE 25. CONFIDENTIAL AND PROPRIETARY INFORMATION AND RIGHTS OF OWNER

25.01 CONFIDENTIALITY

Contractor understands and agrees that, in the performance of the Work or Services under this Contract, or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by the Owner or the Owner's Representative and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to Owner and/or Owner's Representative. Contractor agrees that all information disclosed to Contractor will be held in confidence and used only in performance of the Contract. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data, including requiring its employees and agents to sign confidentiality statements.

Owner understands and agrees that, in the performance of the Work or Services under this Contract, or in contemplation thereof, Owner may have access to private or confidential information which may be owned or controlled by the Contractor and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to Contractor. Contractor will use reasonable efforts to mark such information as confidential or proprietary, and, where appropriate, include a legend on such information stating that it is exempt from disclosure under Florida's Public Records Law. Owner agrees that all marked confidential, proprietary, or trade secret information disclosed to Owner will be held in confidence and used only in performance of the Contract. Notwithstanding, if a Court of competent jurisdiction concludes that any such material provided by Contractor to the County is a public record, the County shall treat such material as public record subject to disclosure, and such disclosure shall not subject to the County to any liability to Contractor. The County shall have no obligation to defend or contest any claim that any such marked information is a public record. In the event that the County receives a public records request for any information which has been marked as trade secret, confidential, or proprietary by Contractor, the County shall notify Contractor of same within seven (7) days of receipt of such request. In the event that Contractor has not filed an action against the requestor contesting the release of such records within seven days of receipt of notice, the County may disclose such materials without liability.

25.02 <u>PROPRIETARY INFORMATION</u>

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the Contract, the Contractor will not use directly or indirectly for itself or for others, or remove from the County's property, any computer programs, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter “Computer Software”). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors’ employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

25.03 PROPRIETARY RIGHTS

A. The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

B. The Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 26. NOTICES TO THE PARTIES

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

a) to the Project Managers:

Miami-Dade County

Attention: Eddie Chinea, Chief, Airport APM & Transport Systems, Facilities Maintenance

P.O. BOX 025504

Miami, FL 33102-5504

Phone: 305-869-4013

E-mail: echinea@miami-airport.com

and,

Owner's Representative:

Attention: Scott Sipes, Senior Associate & Project Manager

Lea + Elliott, Inc.

5200 Blue Lagoon Drive, Suite 250

Miami, FL. 33126-7006

Phone: 305-500-9390

E-mail: smsipes@leaelliott.com

and,

b) to the Contract Manager: Namita Uppal

Miami-Dade County

Internal Services Department, Strategic Procurement Division

Attention: Chief Procurement Officer

111 N.W. 1st Street, Suite 1375

Miami, FL 33128-1974

Phone: (305) 375-4900

E-mail: Namita.Uppal@miamidade.gov

(2) To the Contractor

Crystal Mover Services, Inc.

815 NW 57th Avenue, Suite 222

Miami, FL 33126

Attention: James Lillie, President and CEO

Phone: 786-476-5985 ext. 2102

E-mail: James.lillie@crystalmoverservices.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 27. OWNERSHIP OF RESULTS AND TITLES TO MATERIALS

Any interest of Contractor or its subcontractors or consultants, in drawings, plans specifications, studies, reports, memoranda, computation sheets, data, software, or other documents prepared by Contractor or its subcontractors in connection with **B702A** and this Contract **BW-10106** shall become the property of and shall be transmitted to Owner, except as provided otherwise by **SP-B702A**. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

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

All materials to become part of the APM System including but not limited to, spare parts, equipment, expendables, and consumables inventory shall be and become the property of the Owner upon delivery or upon being especially adapted for use in or as part of the APM System, whichever may first occur.

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

ARTICLE 28. WORKS FOR HIRE

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

ARTICLE 29. AUDITS AND INSPECTION OF RECORDS

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

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

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

D. The documents, etc. described in paragraphs A. and B. above shall be made available at the office of the Contractor at all reasonable times, for inspection, audit, reproduction, until the expiration of five (5) years from the date of final settlement. The Contractor shall provide adequate and appropriate workspace to conduct all inspections audits and reviews. The Owner shall provide the Contractor with a reasonable advance notice of intended audit, inspections and reviews.

1 If this Contract is completely or partially terminated, the records relating to the terminated Work shall be made available for a period of five (5) years from the date of final settlement.

2 Records which relate to appeals under **OMGP Article 46 – Claims by Contractor**, or litigation or settlement of claims arising out of the performance of this Contract shall be made available for the period of five (5) years from the date of final disposition of such appeals, litigation, or claims.

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

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

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

H. If Contractor fails to maintain or allow the Owner to inspect the records described herein, the Contractor waives its right to claim any additional monies, equitable adjustments, time extension, or the like from the Owner if the records not so maintained are necessary to audit the Contractor's entitlement to the requested monies, adjustment, time extension, or the like.

ARTICLE 30. SUBCONTRACTING

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

ARTICLE 31. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 32. VENDOR REGISTRATION/CONFLICT OF INTEREST

A. Vendor Registration: The Contractor shall be a registered vendor with the County – Internal Services Department, Strategic Procurement Division, for the duration of this Contract. In becoming a registered vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
   (Section 2-8.1 of the Code of Miami-Dade County)
2. **Miami-Dade County Employment Disclosure Affidavit**
   (Section 2.8.1(d)(2) of the Code of Miami-Dade County)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
   (Section 2-8.1.2(b) of the Code of Miami-Dade County)
4. **Miami-Dade County Disability and Nondiscrimination Affidavit**
   (Section 2-8.1.5 of the Code of Miami-Dade County*)*
5. **Miami-Dade County Debarment Disclosure Affidavit**
   (Section 10.38 of the Code of Miami-Dade County)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
   (Section 2-8.1 of the Code of Miami-Dade County)
7. **Miami-Dade County Code of Business Ethics Affidavit**
   (Sections 2-8.1(i), 2-11.1(b)(1) through (6) and (9), and 2-11.1(c) of the Code of Miami-Dade County)
8. **Miami-Dade County Family Leave Affidavit**
   (Article V of Chapter 11 of the Code of Miami-Dade County)
9. **Miami-Dade County Living Wage Affidavit**
   (Section 2-8.9 of the Code of Miami-Dade County)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
    (Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)
11. **Miami-Dade County E-Verify Affidavit**
    (Executive Order 11-116)
12. **Miami-Dade County Pay Parity Affidavit**
    (Resolution R-1072-17)
13. **Miami-Dade County Suspected Workers' Compensation Fraud Affidavit**
    (Resolution R-919-18)
14. **Subcontracting Practices**
    (Section 2-8.8 of the Code of Miami-Dade County)
15. **Subcontractor/Supplier Listing**
    (Section 2-8.1 of the Code of Miami-Dade County)

16. Form W-9 and 147c Letter

(as required by the Internal Revenue Service)

17. FEIN Number or Social Security Number

In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- Identification of individual account records
- To make payments to individual/Contractor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

18. Office of the Inspector General

(Section 2-1076 of the Code of Miami-Dade County)

19. Small Business Enterprises

The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.

20. Antitrust Laws

By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

B. Conflict of Interest and Code of Ethics: Section 2-11.1(d) of the Code of Miami-Dade County requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. All autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Code of Miami-Dade County relating to Conflict of Interest and Code of Ethics. In accordance with Section 2-11.1 (y), the Miami-Dade

County Commission on Ethics and Public Trust (Ethics Commission) shall be empowered to review, interpret, render advisory opinions and letters of instruction and enforce the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 33. CONTRACT MEASURES

This Agreement will adhere to all Miami-Dade County ordinances with special attention to all ordinances that relate to the Small Business Enterprise ("SBE") Participation program.

The following has been established according to the SBE program:

Contract Measure: The Contractor is required to achieve a **3.5% SBE** Goods & Services (SBE-G&S) Subcontractor Goal, other than with respect to General Allowance Account and CARP Work.

The Contractor is recommended to adhere to the attached Miami-Dade County Florida, Small Business Development ("SBD") Division/Internal Services Department, SBE Implementing Order 3-41, included within this Agreement as **Appendix D**, which delineates the requirements of this County program and the requirements for attaining the SBE contract measure.

ARTICLE 34. FEDERAL DRUG-FREE WORKPLACE ACT

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

ARTICLE 35. HAZARDOUS MATERIALS AND SUBSTANCES

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

The Contractor covenants and agrees:

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

Representative of any known or suspected environmental contamination;

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

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

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

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

4. That it shall:

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

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

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

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

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

ARTICLE 36. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

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

ARTICLE 37. NON-WAIVER OF RIGHTS

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

ARTICLE 38. PERFORMANCE AND PAYMENT BOND

To the extent the Contractor is to perform any construction work required to be completed by a licensed General Contractor pursuant to Florida Law directed by the County pursuant to a Work Order request, a performance bond in the total value of the construction work is required in accordance with the below, and in which case a bond shall be submitted with form **OMGR Appendix J – Surety Performance and Payment Bond**.

A. The Bond shall be written through surety insurers authorized to do business in the State of Florida as Surety, with the following qualifications as to management and financial strength according to the latest (1986 or later) edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond (Total Contract) Amount	Best's Rating
$500,001 to $1,500,000	B V
$1,500,001 to $2,500,000	A VI
$2,500,001 to $5,000,000	A VII
$5,000,000 to $10,000,000	A VIII
Over $10,000,000	A IX

B. On Contract amounts of $500,000 or less, the Bond provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

(1) Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Invitation to Bid is issued.

(2) Certifying that the surety is otherwise in compliance with the Florida Insurance Code, and

(3) Providing a copy of the currently valid Certificate of Authority issued by the United States Department of Treasury under 31 U.S.C. 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The Bond amount shall not exceed the underwriting limitations as shown in this circular.

C. For Contracts in excess of $500,000 the provision of Subsection 12.2.01.B will be adhered to, plus the surety insurer must have been listed on the U.S. Treasury list for at least three consecutive years, or currently hold a valid Certificate of Authority of at least 1.5 million dollars and listed on the Treasury list.

D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.

E. The attorney-in-fact or other officer who signs a Performance and Payment Bond for a surety company must file with such Bond a certified copy of his/her power of attorney authorizing him/her to do so.

The cost of the Bond shall be included in the Total Contract amount. No separate payment for the cost of the Performance and Payment Bond shall be made by the Owner.

The required Bond shall be written by or through and shall be countersigned by, a licensed Florida agent of the surety insurer, pursuant to Section 624.425 of the Florida Statutes.

The Bond shall be delivered to the Internal Services Department, Strategic Procurement Division located at 111 NW 1st Street, Suite 1300, Miami, Florida 33128 in accordance with the instructions within the Notice of Award.

In the event the Surety on the Performance and Payment Bond given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in its State of domicile or the State of Florida suspended or revoked as provided by law, the Owner shall withhold all payments under the provisions of these Contract Documents until the Contractor has given a good and sufficient Bond in lieu of Bond executed by such Surety.

Cancellation of any Bond, or non-payment by the Contractor of any premium for any Bond required by this Contract shall constitute a breach of this Contract. In addition to any other legal remedies, the Owner at its sole option may terminate this Contract or pay such premiums and deduct the costs thereof from any amounts that are or may be due to the Contractor.

ARTICLE 39. ADMINISTRATIVE REMEDY FOR CONTRACT INTERPRETATION

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

ARTICLE 40. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 41. FORCE MAJEURE

Performance by each party shall be pursued with commercially reasonable efforts in all requirements under this Agreement; however, except as otherwise expressly provided herein, neither party shall be liable to the other for any loss or damage for delay due to causes that (i) were beyond the reasonable control and (ii) were not caused by the negligence or lack of commercially reasonable efforts of the affected party or its subcontractors or suppliers (such causes, “Force Majeure Events”). The parties agree that, provided the conditions stated in (i) and (ii) above apply, the following are Force Majeure Events: acts of civil or military authority (including courts and regulatory agencies), acts of God (excluding normal or seasonal weather conditions), riot or insurrection, inability to obtain required permits or licenses, blockades, embargoes, sabotage, epidemics and unusually severe floods. The party affected shall provide written notice to the other party indicating the nature, cause, date of commencement thereof, the anticipated extent of such delay and whether it is anticipated that any completion or delivery dates will be affected thereby, and shall exercise due diligence to mitigate the effect of the delay. Notwithstanding the foregoing, the parties agree that the commercial impacts of COVID-19 known as of the date of this Agreement, including restrictions to restrict the spread of COVID-19 in place as of the date of this Agreement, existing impacts to the labor market, or existing impacts to the supply chain for parts, materials, or semiconductors and computer chips shall not constitute force majeure events.

In the event of any delay resulting from such causes, and provided the affected party has promptly notified the other and exercised commercially reasonable efforts as provided above, the time for performance under this Agreement (including the payment of monies) shall be extended for a period of time reasonably necessary to overcome the effect of such delay.

Notwithstanding the foregoing, in no event shall any calculation of System Service Availability or System Downtime be reduced in any way due to any Force Majeure event and, in no event shall any Force Majeure event be considered a Downtime Event.

ARTICLE 42. PUBLIC RELATIONS AND ADVERTISING

42.01 DISRUPTION OF ACCESS TO AIRPORT TENANTS

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

42.02 SITE TOURS

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

42.03 CONTRACTOR ADVERTISING AND PROMOTION

Under no circumstances shall the Contractor without the express written consent of the County, issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

ARTICLE 43. OTHER RESTRICTIONS

The Contract shall be subject to all restrictions of record affecting the Airport and the use thereof, all Federal and State laws and regulations affecting the same, and shall be subject and subordinate to the provisions of any existing agreement and future agreements relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the use of the Airport, or any part thereof, by the Contractor, the Owner or otherwise. All provisions hereof shall be subordinate to the right of the Owner to terminate the right of the Contractor or others to occupy or to use the Airport, or any part thereof, during the time of war or national emergency.

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

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

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

ARTICLE 44. SAFETY AND SECURITY

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

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

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

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

   3. Other such actions as may be deemed prudent by the County.

B. APM System Safety Program: The Contractor shall operate and maintain the APM System in accordance with the approved Miami International Airport APM Systems, System Safety Program Plan and all safety procedures provided in the Operations and Maintenance Manuals and Rule Book submitted during **B702A**. The Contractor shall not modify or compromise any safety-related requirements or provisions specified in **SP-B702A AND TP-B702A**, the Owner accepted safety documents incorporated in the APM System during the either **B702A** or throughout the O&M period of the **B702B** contract and this BW-10106 Contract, and any aspect of the Owner approved Safety Certification under **B702A** or as modified with Owner acceptance during **B702B** and this **BW-10106**.

C. Security: The Contractor shall provide APM System security in accordance with the System Security Plan provided under **SP-B702A Section 6.4.2**, as favorably reviewed and approved by the Owner. The Contractor's duties shall include but not limited to:

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

   2. Monitoring the CCTV system and emergency telephone system;

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

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

D. Maximum Safety Precautions: The Contractor shall utilize reasonable industry standard safety precautions. Tools and equipment will be in a good state of repair, safe to use, and be used in a manner in which they were intended. No materials or equipment will be left unattended at any time.

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

ARTICLE 45. INSPECTION

The Owner and Owner's Representative shall have the right to conduct inspections of the premises, equipment, records, work performance and logs without prior notice to the Contractor. Such inspections may be conducted by either the Owner's or Owner's Representative's employees or contracted inspectors, and may involve tests and observations of the Contractor's Work to determine whether or not Work performed satisfies the requirements of the Contract. The Contractor shall, therefore, provide these inspectors unlimited but reasonable access to the APM System as well as whatever access is needed to off-site facilities used to store materials and components to be incorporated into the APM System. Also, the Owner's Representative may request and shall be given copies of documents in the Contractor's files pertaining to any and all Services of this Contract.

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

ARTICLE 46. CLAIMS BY CONTRACTOR

46.01 GENERAL

Should it appear to Contractor that the Services to be performed or any of the matters relative to the Contract Documents are not satisfactorily detailed or explained therein, or should any questions arise as to the meaning or intent of the Contract Documents, the Contractor shall give written notice to the Owner and the Owner's Representative within a reasonable time of determining the deficiency. Contractor shall bear all costs incurred in the giving of such notice. All issues regarding the interpretation of the Contract Documents shall be referred to the Owner's Representative for interpretation; provided that, such interpretation shall be without prejudice to the Contractor’s right to finally resolve the matter in accordance with **OMGP Article 52 – Dispute Resolution**.

Should any dispute arise under this Contract respecting the true value of any Services performed, of any Services omitted, of any extra Services which the Contractor may be required to perform, time extensions, respecting the size of any payment to the Contractor during the performance of the Contract, or of compliance with Contract provisions, the parties shall first attempt to resolve such dispute through mutual good faith negotiation, and failing that, said dispute shall be decided in accordance with **OMGP Article 46.02 - Procedure** below, provided that such procedure shall be without prejudice to the Contractor’s right to finally resolve the matter in accordance with **OMGP Article 52 – Dispute Resolution**. The provisions of this paragraph survive termination or completion of this Contract. Contractor shall bear all costs incurred in the preparation and submission of a claim.

"Claim" means a written demand or written assertion by the Contractor seeking, as a matter of right, the payment of money, an extension of contract time or the time provided for in the Contract Documents to perform any obligation, the adjustment or interpretation of Contract terms, or other relief arising under or relating to the Contract Documents. In order to qualify as a "claim," the written demand must state that it is a claim submitted under this Section.

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

46.02 PROCEDURE

The following procedures shall be followed:

1. Should any clarification or determination, or any other event, in the opinion of the Contractor, exceed the scope of the Contract Documents or otherwise entitle the Contractor to relief under this Agreement, then the Contractor and the Owner shall make good faith attempts to resolve any and all such claims and disputes. Before commencing the disputed Services, the Contractor must file a written protest with the Owner's Representative stating clearly and in detail its objection and reasons for contending the Services or interpretation is outside the requirements of the Contract Documents.

2. The Owner will review the Contractor's timely written claim or protest and provide a decision. If, after receiving the decision, the Contractor disagrees with it or still considers the Services required of it to be outside of the requirements of the Contract,

it shall so notify the Owner's Representative, in writing, promptly after receiving the decision, that a formal claim will be issued. Within a reasonable time after receiving the decision, the Contractor shall submit its claim and all arguments, justification, cost or estimates, schedule analysis, and detailed documentation supporting its position

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

4. Claims shall be calculated in the same manner as changes to system operation and maintenance, as provided in **OMGR Section 5.0 – Changes to System Operation and Maintenance**.

46.03 CERTIFICATION

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

1. The claim is made in good faith;

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

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

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

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

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

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

46.04 CLAIM FORMAT

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

1. Cover Letter and Certification

2. Summary of claim including:

   - **a.** Underlying Facts.
   - **b.** Entitlement.
   - **c.** Quantum Calculations.
   - **d.** Contract Provisions Supporting Relief.
3. List of documents relating to claim:
   - **a.** Contract Requirements
   - **b.** Drawings.
   - **c.** Clarifications/Requests For Information.
   - **d.** Correspondence.
   - **e.** Schedules.
   - **f.** Other.
4. Chronology of Events and Correspondence.
5. Analysis of Claim Merit.
6. Analysis of Claim Cost.
7. Attachments: All documents listed in 3 above.

46.05 EXCLUSIVE REMEDY

Contractor's performance of its duties and obligations specified in this Section and submission of a claim as provided in this Section, and, if necessary, the resolution of the dispute in accordance with this Article or **OMGP Article 52 – Dispute Resolution** shall be Contractor's sole and exclusive remedy for the payment of money, extension of time, the adjustment or interpretation of Contract terms or other contractual or tort relief arising from the Contract, notwithstanding the completion, termination, suspension, cancellation or rescission of the Services or this Contract, negligence, strict liability or any other tort by the Owner, its representatives, consultants or agents, or Owner's assignment of the Contract, or for any reason whatsoever. Contractor waives all claims of waiver, estoppel, release, bar, or any other type of excuse for non-compliance with the claim submission requirements. With respect to potential claims, it is the intention of the Owner to have knowledge of them before disputed Services are performed, to review them as the Services are being performed, to consider their impact on budgets and other affected matters, and to reach reasonable and prompt resolution of them. Therefore, compliance with the notice and claim submission procedures described in this **OMGP Article 46 – Claims by Contractor** is a condition precedent to the right to commence litigation, file a Government Code Claim, or commence any other legal action.

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

ARTICLE 47. NON-LIABILITY OF OWNER REPRESENTATIVES

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

ARTICLE 48. COMPLIANCE WITH LAWS

Contractor shall keep fully informed of and comply with any and all applicable federal, state and local laws, ordinances, resolutions, executive orders and regulatory requirements, including compliance with all applicable sections of 14 CFR: Aeronautics and Space, Parts 107 (Airport Security) and 108 (Airplane Operator Security) and to secure licenses, and pay all fees incident to its operations. However, the Contractor shall not apply for any permits or licenses in the name of, or on behalf of, the Owner.

ARTICLE 49. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 50. INUREMENT

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

ARTICLE 51. FINAL CONTRACT PAYMENT

The final payment under this Contract shall be made as provided in **OMGR Section 4.4 – Final Contract Payment**. At the time of settlement, there shall be deducted from the final payment all damages and all other charges properly chargeable to the Contractor under the terms of the Contract. The balance, if any, shall be paid to the Contractor provided that prior to delivery to the Contractor of the final payment, the Contractor shall furnish the Owner proof in documentary form all claims, liens, or other obligations incurred by the Contractor and all its subcontractors in connection with the performance of the Services have been properly paid and settled.

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

ARTICLE 52. DISPUTES RESOLUTION

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

52.01 NOTICE OF DISPUTE

All disputes shall be initiated through a written Dispute Notice submitted by either party to the other party within fifteen (15) Days of the determination of the dispute.

52.02 NEGOTIATION BETWEEN EXECUTIVES

The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Contract promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Contract. Executives from the Owner's Representative and the Contractor's Project Management shall be suitable candidates to conduct the initial negotiation. Any party may give the other party written notice of any dispute not resolved in the normal course of business as provided in **OMGP Article 52.01 Notice of Dispute** above. Within fourteen (14) days after delivery of the Dispute Notice, the receiving party shall submit to the other party a Written Response. The Dispute Notice and Written Response shall include (a) a statement of the party's position and a summary of the arguments supporting that position, (b) any evidence supporting the party's position and (c) the name of the executive who will represent that party and of any other person(s) who will accompany the executive in negotiations. Within twenty-eight (28) days after delivery of the Dispute Notice, the executives of both parties shall meet at a mutually acceptable time and place, and thereafter as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information by one party to the other shall be honored.

52.03 JURY WAIVER

Each party irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal action, proceeding, cause of action or counterclaim arising out of or relating to this agreement, including any exhibits, schedules, and appendices attached to this agreement, or the transactions contemplated hereby. Each party certifies and acknowledges that (a) no representative of the other party has represented, expressly or otherwise, that the other party would not seek to enforce the foregoing waiver in the event of a legal action, (b) it has considered the implications of this waiver, (c) it makes this waiver knowingly and voluntarily, and (d) it has decided to enter into this agreement in consideration of, among other things, the mutual waivers and certifications in this section.

52.04 ALTERNATIVE DISPUTES RESOLUTION

If agreed to by both parties, disputes may be resolved by a mutually agreed to Alternative Dispute Resolution process which may include structured negotiations different from **OMGP Article 52.02 – Negotiation Between Executives** above or mediation.

ARTICLE 53. LIVING WAGES

The Contractor shall comply with Section 2-8.9 of the Code of Miami-Dade County, and Administrative Order No. 3-30, as amended, requiring the payment to covered employees the applicable hourly living wage rate, with or without health benefits, and that it shall comply with the administrative and records keeping required of the Contractor set forth in the Administrative Order. The Contractor shall also ensure that its subcontractors comply with the order in respect to their employees.

ARTICLE 54. CORPORATE GUARANTEE

The Guarantors have executed the "Corporate Guarantee from Sumitomo Corporation of America and Mitsubishi Heavy Industries America, Inc." included in Appendix - I of this Contract. By doing so, the Owner will consent to contracting directly with the Contractor in the Contract as long as Guarantors guarantee that they will perform all of the obligations under this Contract if Contractor is unable to perform those obligations or the Contractor's rights to perform those obligations under the Contract are terminated by Owner. The Guaranty shall not serve to limit the liability of the Contractor pursuant to this Agreement and is not intended to benefit the Contractor.

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

ARTICLE 55. PAYMENT AND COPYRIGHT INDEMNIFICATION

A. The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Work and Services.

B. The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.

C. The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work and Services, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

D. In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work and Services or be unlawful. THE REMEDIES SPECIFIED IN THIS SECTION REPRESENT THE SOLE AND EXCLUSIVE REMEDY OF OWNER AND THE SOLE AND EXCLUSIVE LIABILITY OF CONTRACTOR WITH RESPECT TO ANY CLAIMS COVERED BY THIS SECTION, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE.

ARTICLE 56. INSPECTOR GENERAL REVIEW

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and Contract Documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 57. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

B. Miami-Dade County Small Business Enterprises Development Participation Provisions, as applicable to this Contract.

C. Environmental Protection Agency (EPA), as applicable to this Contract.

D. Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics."

E. Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work."

F. Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave."

G. Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

H. The Equal Pay Act of 1963, as amended (29 U.S.C. 206(d)).

I. Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited."

J. Chapter 11A of the Code of Miami-Dade County (§ 11A-1 et seq.) "Discrimination."

K. Chapter 22 of the Code of Miami-Dade County (§ 22-1 et seq.) "Wage Theft."

L. Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 et seq.) "Business Regulations."

M. Any other laws prohibiting wage rate discrimination based on sex.

Pursuant to Resolution R-1072-17, by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "A" through "M" above.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the Work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing Work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 58. CONFLICT OF INTEREST

The Contractor represents that:

A. No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised from the Contractor or any entity or person acting on behalf of the Contractor any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.

B. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. To the best of Contractor's knowledge, no elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

1. is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or Work, to which this Agreement relates or in any portion of the revenues (other than public ownership of securities representing less than five percent (5%) of the combined voting power in Contractor or any of its Affiliates; or
2. is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.

C. Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

E. In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 59. NONDISCRIMINATION

During and in the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution in connection with the performance of this Contract, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 60. SURVIVAL

The parties acknowledge that any of the accrued obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 61. MIAMI-DADE COUNTY UNITED STATES SOCCER FEDERATION 2026 WORLD CUP

The terms of this agreement are subordinate to the terms of the Airport Agreement submitted by Miami-Dade County to the United States Soccer Federation on February 21, 2018. In carrying out its obligations under this Agreement, the Contractor shall not take or omit any action which is inconsistent with, or in derogation of, the County's obligations under the

Airport Agreement. Where the Contractor's rights or obligations under this Agreement are in conflict with the County's obligations under the Airport Agreement, and upon notice by the County to Contractor, the terms of this Agreement shall be deemed conformed to the County's obligations under the Airport Agreement. Where such conformance would cause a material change in this Agreement, Contractor shall have the right, upon written notice to the County within five (5) days of receipt of notice of such a conflict, to terminate this Agreement for convenience; in such termination, the Contractor shall have no cause of action for money damages of any kind, including but not limited to direct damages, unamortized costs or debt, stored or ordered materials, indirect damages, lost profits, loss of opportunity, loss of goodwill, or otherwise; provided that the Contractor shall be entitled to be paid for its services under the Contract, up to the date of termination, that have been performed to the satisfaction of the Owner's Representative. In the event that the Contractor does not elect to terminate this Agreement within the time specified herein, this Agreement shall be deemed to have been amended via consent of the parties to conform its terms to the requirements of the Airport Agreement, but only to the extent needed to avoid conflict with same.

ARTICLE 62. <u>FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS</u>

i) Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The contractor, with regard to the Work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for Work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration

to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made **to** obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the contractor under the contract until the contractor complies; and/or

   b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, Required Contact Provisions Issued on January 29, 2016 Page 19 AIP Grants and Obligated Sponsors Airports (ARP) unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal.

Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

7. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

• Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

• 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

• The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

• Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

• The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

• Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

• The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);

• Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

• The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123 (prohibits discrimination on the basis of race, color, national origin, and sex);

• Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

• Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

• Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ii) All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [contractor | consultant] has full responsibility to monitor compliance to the referenced statute or regulation. The [contractor | consultant] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

iii) All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

[END OF GENERAL PROVISIONS

OPERATIONS AND MAINTENANCE GENERAL REQUIREMENTS (OMGR)

OPERATIONS AND MAINTENANCE GENERAL REQUIREMENTS (OMGR)

SECTION 1.0 INTRODUCTION

Upon the Owner's Notice-to-Proceed (NTP) with the O&M Contract the Contractor, which shall be issued no later than January 31, 2022, shall operate and maintain the APM System, including the Operating System and Fixed Facilities provided by the Owner and Contractor during the **Supply/Installation Contract B702A**, in accordance with the requirements of the Contract Documents and in conformance with the Owner accepted System Operations Plan, the System Operations Manuals, the Maintenance Plan, the Maintenance Manuals, and the System Assurance Monitoring Plan, all as provided by the Contractor under the Supply/Installation Contract or as modified with Owner acceptance during contract **B702B**, which shall be made a part of the Contract, and shall perform such other duties and obligations as are provided hereunder.

The Owner agrees to pay to the Contractor and the Contractor agrees to accept from the Owner in full consideration for the performance by the Contractor of all its duties and obligations under the Contract, the lump sum fixed-price amounts set forth in **OMGR Section 4.0 – Payment**, below, and in accordance with Work Orders issued for the Project Allowance Accounts, as per **OMGP Article 14 – Allowance Accounts**.

The Contractor shall not charge and the Owner shall not be required to make any payments to the Contractor for any Work performed or costs incurred associated with the Contract prior to NTP or Work that is performed without written Owner acceptance.

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

SECTION 2.0 STATEMENT OF WORK

The Services to be performed under the Contract shall be as set forth in **OMGR Appendix A – Scope of Services**. The Contractor shall provide all labor and materials to perform the services in compliance with the provisions contained therein and within the provisions contained in **SP-B702A**.

SECTION 3.0 TERM OF THE CONTRACT

The Contract shall become effective on the Effective Date as defined in the recitals of this Agreement, and shall continue through the last day of the fifth (5^{th}) year.

The County, at its sole discretion, reserves the right to exercise one (1) option to renew for a period of five (5) additional years.

The County reserves the right to exercise its option to extend this Agreement for up to one hundred-eighty (180) Days beyond the current Agreement period at the County's sole discretion and will notify the Contractor in writing of the extension.

This Agreement may also be further extended beyond the initial one hundred-eighty (180) Day extension period by mutual agreement between the County and the Contractor, and upon additional approval by the Board of County Commissioners.

SECTION 4.0 PAYMENT

Payments to the Contractor for the Base O&M Work shall be made according to the lump sum annual prices as shown in **OMGR Appendix B – Price Sheets,** or as may be adjusted for any Change Orders, in accordance with the procedures specified in **OMGR Section 5.0** below, subject to economic price adjustment specified in **OMGR Section 4.1** below.

Payments for the Base CARP/Overhaul Work will be made utilizing the not to exceed budgets as shown in **OMGR Appendix B – Price Sheets**, and in accordance provisions outlined in **OMGR Appendix A – Section A.6 (Capital Assets Replacement Program (CARP) and Vehicle Overhauls**), subject to economic price adjustment specified in **OMGR Section 4.1** below.

Payments for the additional vehicles will be made based on the Contractor's lump sum price in **OMGR Appendix B – Price Sheets** and in accordance provisions outlined in **OMGR Appendix A – Section A.5 (Additional Vehicles)**. In addition, any additional compensation as provided by **OMGR Section 7.0** below shall be paid in accordance with that specified in **OMGR Sections 7.3** and **7.5** below.

4.01 ECONOMIC PRICE ADJUSTMENT

The annual lump sum fixed prices for each year of the Contract, the Vehicle Overhauls Work and the CARP Work not to exceed budgets shall be adjusted for inflation June 1st of each year and then shall not be further adjusted for inflation throughout each year. The cumulative amount of the economic price adjustments shall not exceed the amounts shown within the Allowance Account for Economic Price Adjustment set forth in Appendix B -– Price Sheets. The prices for Owner's option for Demobilization and the Owner's option to Train Owner-designated personnel shall be adjusted for inflation to the date for which these activities are to begin, with no further adjustment thereafter. The O&M fixed prices, the Vehicle Overhaul Work not to exceed budget, and CARP Work not to exceed budget shall be adjusted in accordance with the following procedures.

1. Labor Prices - All labor prices quoted **within Appendix B – Price Sheets** shall be adjusted according to an index which shall be defined as the ratio of the latest published Consumer Price Index (CPI) for Metropolitan Miami-Dade County, Florida that is available one month prior to the adjustment date stipulated above to

the prevailing rate as of June 2021.

2. Parts and Materials - All categories within **Appendix B – Price Sheets** shall be adjusted according to the ratio of the following latest published indexes that are available one month prior to the adjustment date stipulated above to the prevailing rate as of June 2021.

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

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

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

The cumulative amount of Economic Price Adjustment for the above prices shall not exceed an average of six percent (6%) per year, beginning with the date June 2021 to the point in time that the Adjustment is being made. ln the event that such Economic Price Adjustment would exceed this six percent (6%) ceiling, the Owner and the Contractor shall enter into a negotiation to either revise the ceiling, or reduce the **OMGR Appendix A - Scope of Services**, or both, to account for the variance above the ceiling. This six percent (6%) ceiling shall be prorated monthly for any partial year.

4.02 MONTHLY PAYMENTS

The Contractor shall be paid monthly in accordance with the calculations and conditions specified in **OMGR Appendix B – Price Sheets**, except that any payments for Work performed as provided under **OMGR Section 7.0** below shall be paid in accordance with the procedures specified in **OMGR Sections 7.3** and **7.5** below.

4.03 INVOICES

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

Within thirty (30) Days after the Owner's Representative certifies the correctness of each invoice, the Owner will pay to the Contractor by check, the amount so certified. No certificate or payment shall, at any time, preclude the Owner from showing that such certificate or payment was incorrect, or from recovering any money paid in excess of that lawfully due hereunder.

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

1. The cost of replacing defective parts or work paid to other parties.

2. An amount to cover claims filed by the Owner or other parties against the Contractor.

3. The cost of licenses, fees or permits the Contractor has failed to obtain and or pay for.

4. The cost to repair damages to first or third party work that the Contractor has failed to repair.

5. An amount for any violation of or failure to comply with these Contract provisions.

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

It is the policy of Miami-Dade County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments be made on late payments on properly submitted invoices. In accordance with Florida Statues, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County shall be forty-five (45) days from receipt of a proper invoice; provided, however, that the time at which payment by the Contractor shall be due to Small Business Enterprises serving as the prime Contractor shall be thirty (30) days from receipt of a proper invoice. All payments due from the County, and not made within the time specified by this section, shall bear interest from thirty (30) days after the proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County.

4.04 FINAL CONTRACT PAYMENT

Conditions regarding final payment are provided in **OMGP Article 51– Final Contract Payment**. As the final payment, the payments for the last month of the Contract term, demobilization, optional training of Owner designated personnel, if said option has been exercised by the Owner, and any other monies due the Contractor from the Owner shall be paid to the Contractor upon Contractor's satisfactory completion of the following:

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

2. The inventory of consumables, parts, and spare equipment are shown to be

replenished to the level specified in Item 14.0 of Section 3.1.l.3 of **SP-B702A**, and Section 14.5 of **TP-B702A**, or to the level as amended by any Change Orders or as increased by the needs of the APM System during the operations and maintenance period.

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

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

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

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

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

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

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

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

11. Written verification that all required software are up to date and current, fully functional and delivered directly to the Owner excluding proprietary software which has been placed in escrow agreement, as per **OMGP Article 7.02 – Trust Agreement (Escrow Account)**.

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

SECTION 5.0 CHANGES TO SYSTEM OPERATION AND MAINTENANCE

The Owner may order in writing from time to time during this Contract increases or decreases in the Contract level of service and/or performance, changes in guideway lengths, addition(s) or deletion(s) of stations or vehicles; in which event the Contractor shall comply with such order(s) and perform all operations and maintenance services in accordance with all the provisions of this Contract and the order(s) of the Owner.

In addition, if after the date of this Agreement, any changes in state or federal regulations that directly apply to the provision of the Services, including acts or decisions of the Federal Aviation Administration, the Department of Transportation, the Transportation Security Administration, or the Environmental Protection Agency materially affect the costs and expenses of the Services, the Contractor shall be entitled to a directed change order from the Owner and a corresponding equitable adjustment in the Price so as to take account of such effect.

In the event of such Owner directed changes in O&M due to such increases, decreases, changes, additions or deletions, or due to changes in applicable law, the O&M Annual Lump Sum Fixed Prices, Demobilization Price, or the CARP requirements, shall be adjusted in accordance with the following change order procedures below. There shall be no adjustment in said prices for such changes which may result from any Contractor-initiated changes in the system design or as a result of Contractor's errors or omissions.

Change Order Procedures to System O&M

1. The System Operations Plan shall first be revised as a result of the Owner-directed changes.

2. The Maintenance Plan shall then be revised in accordance with the revised System Operations Plan.

3. The O&M Management Plan shall then be revised in accordance with the revised System Operations Plan and the Maintenance Plan. All such revisions shall be made in accordance with that specified in Sections 6.5.1 through 6.5.3 of **SP-B702A**. These revised Plans shall be submitted to the Owner's Representative for its review and acceptance.

4. All adjustments in the specific O&M Annual Lump Sum Fixed Prices, Demobilization Price, or the CARP Price, that may be attributable to the changes set forth in such Change Order Request shall be made in accordance with the differences in labor, materials and other work determined by a comparison of the Owner or Owner's Representative approved revised Systems Operations Plan, Maintenance Plan and O&M Management Plan to that of the previous approved unchanged Plans. The differences in labor, materials and other work shall be reflected as detailed changes to the pricing, or as amended by a previous Change Order, to determine the price adjustments.

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

SECTION 6.0 SYSTEM AVAILABILITY

6.01 SYSTEM SERVICE AVAILABILITY

For any calendar month of the contract term the APM System shall achieve a System Service Availability of at least ninety-nine and one-half percent (99.5%), as specified and calculated in accordance with the provisions of Section 8.0 of the Technical Provisions, Supply/Installation Contract, which are made a part hereof. Service Availability shall be calculated to two decimal place accuracy. Payment Factors shall be applied to increase or decrease the Contractor's average monthly payments as provided in **OMGR Appendix H Section A.2 – System Service Performance Liquidated Damages** for exceeding or not meeting the required System Service Availability. Should the System Service Availability fall below 98.0% for a period of three (3) consecutive months, the Owner shall have the right to terminate the Contract for default. Notwithstanding the foregoing, in no event shall any calculation of System Service Availability or System Downtime be reduced in any way due to any Force Majeure event.

6.02 DOWNTIME EVENT LIMITS

In addition to the System Service Availability requirements of **OMGR Section 6.01** the APM System shall not exceed the following System Downtime limits during each calendar month:

Length of Downtime Event	Maximum Number of Downtime Events
Greater than five (5) seconds and less than or equal to one (1) minute	150
Greater than one minute and less than or equal to 10 minutes	30
Greater than 10 minutes and less than or equal to 20 minutes	2
Greater than 20 minutes and less than or equal to 45 minutes	1
Greater than 45 minutes	0

For the purposes of this Contract, a “Service Mode Downtime Event” shall mean an interruption of any service mode accompanied by the stoppage of all vehicles in service. The length of any Service Mode Downtime Event shall be calculated from the beginning of the interruption until service is restored in either equal or lesser service mode.

Also, no more than ten (10) System Downtime Events shall occur during any Day of operation. Notwithstanding the foregoing, in no event shall any Force Majeure event be considered a Downtime Event.

6.03 CORRECTIVE ACTION

For any calendar month during the Contract that the minimum System Service Availability specified in **OMGR Section 6.01** is not met, or performance records indicate it will not be met, or if System Downtime Events exceed the limits specified in **OMGR Section 6.2**, the Contractor shall, at its own expense, promptly undertake reviews and analyses, including a review of maintenance procedures, and shall propose a plan to the Owner's Representative within one month to correct the problem(s). The plan and corrective actions shall be subject to acceptance by the Owner's Representative. Corrections necessary to meet these requirements shall be made by the Contractor at no additional cost to the Owner. Immediately after Owner's Representative's acceptance of corrective action(s) the Contractor shall make the corrective action(s) to mitigate the cause. Corrective actions shall be documented in a Failure Analysis and Correction Report. A preliminary Failure Analysis and Correction Report shall be issued by the Contractor to the Owner's Representative when the corrective program is initiated and a final Failure Analysis and Correction Report shall be issued when the success of the corrective action can be substantiated.

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

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

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

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

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

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

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

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

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

6.04 ALTERNATE SYSTEM SERVICE AVAILABILITY REPORT

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

6.05 ONE (1) HOUR EXCLUSION AS PER CONTRACT B702A

Change Order No. 1 to contract **B702A** (attached as **OMGR Appendix - F**) provided the Contractor relief from certain penalty via a one (1) hour exclusion to the System Service Availability as defined within the change order. This one (1) hour exclusion was intended to provide relief to the System Service Availability based on the reduction of two cars (one-married pair) noted within the change order. This one (1) hour exclusion will remain in place until such time MHI/CMS manufactures, delivers, tests and makes available for operation one (1) of the two (2) married pairs identified in XXX. Once one (1) of the two (2) new married pairs are in place, the one (1) hour exclusion will no longer be applicable.

SECTION 7.0 REPAIR AND REPLACEMENT OF DAMAGED PARTS, COMPONENTS OR MATERIALS

7.01 REPAIRS AND REPLACEMENTS

The Contractor shall promptly repair or replace all damaged parts, components or materials, regardless of the cause of such damage, and provide the Owner's Representative with a written damage report. The Owner shall reimburse the Contractor for the cost of such repairs and replacements where the needs for the repairs or replacements are not attributable to the Contractor, or Subcontractors and parties under the Contractor's control or where such repairs and replacements are for items otherwise subject to CARP. There shall be no separate reimbursement for repairs or replacements which are covered by the Supply/Installation Contract warranty, or as required to rectify Contractor's failure to meet any Supply/Installation Contract requirements which were not discovered during contract B702A, or for any of the maintenance services specified in **A.4 of OMGR Appendix A – Scope of Services.**

7.02 REPLACEMENT OF MATERIALS

Where it is necessary for the Contractor to replace any materials, parts or components of the APM System during the Contract and the Owner is responsible for the extra costs thereof under **OMGR Section 7.1** above, the Contractor shall immediately notify the Owner's Representative in writing of the condition and shortly thereafter submit to the Owner's Representative, for acceptance, a description of and price for the Work to include: the name(s) of the item(s), the identifying number(s) thereof, if any, the quantity(ies) needed, the name(s) of the proposed supplier(s) and the proposed purchase price(s) of, if supplied to the Contractor, and the price that the Contractor intends to bill the Owner for the Work. Replacement of materials, parts or components shall not commence until the Owner's Representative's written acceptance is received unless the replacement, in the Contractor's opinion, is needed to keep the APM System in operation or is required to comply with any Owner, state or federal safety requirements. Should this be the case, the Contractor shall notify the Owner in writing at the earliest opportunity

7.03 COMPENSATION FOR REPAIR AND REPLACEMENT

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

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

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

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

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

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

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

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

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

5. Profit

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

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

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

7.04 OWNER ACCESS TO RECORDS

The Owner and the Owner's Representative shall have access, at the Contractor's principal local place of business and during normal business hours, to all records and documents of the Contractor directly relating to labor and materials used in the performance of repair and replacement Work for which the Contractor has been compensated or is to be compensated on any basis other than the lump sum annual prices specified in Section 4.0 above. Such records and documents shall include but not be limited to time tickets, payroll records and related reports provided to unions, vendor's invoices, canceled checks and published price lists of the Contractor relating to any amounts for which the Contractor has been compensated, or claims it should be compensated, by the Owner. If certain materials manufactured by the Contractor do not appear on a published price list, the Contractor may be required to display evidence that the charges to the Owner are comparable to those that are being given to other most preferred customers of the Contractor. For the purpose of this paragraph, the Contractor shall not be obligated to retain such records and documents for a period longer than five (5) years following the date of the Contractor's invoice to the Owner's Representative for such repair and replacement Work.

7.05 PAYMENT PROCEDURES

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

SECTION 8.0 REPORTING OF ACCIDENTS AND INCIDENTS

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

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

SECTION 9.0 CAPITAL ASSET REPLACEMENT PROGRAM (CARP)

In addition to performing the planned preventive and regular corrective maintenance included in the Contractor's Base O&M Proposal, the Contractor shall provide a Capital Asset Replacement Program (CARP), as per **OMGR Appendix A – Scope of Services**, to evaluate System elements for their continued use on the System and based on these evaluations, make recommendations to the Owner for any required periodic overhaul, rehabilitation, refurbishment or replacement of major components, equipment and facilities, in order to ensure that the System remains safe, efficient to operate and maintain, and in good repair. As part of this CARP the Contractor shall review the requirements to rehabilitate, refurbish, replace, or continue to monitor the use of all System elements that have reached or are nearing the end of their design life, cannot be maintained to perform within the limits specified in the Contract **TP-B702A**, exhibits a significantly higher failure rate, or ceases to be economical to maintain due to wear-out or obsolescence. All CARP Work shall conform to the Owner accepted Final Design Documents provided during Contract **B702A**, as may have been updated during contract B702B, unless an exception is made by the Owner in writing.

APPENDIX - A

OPERATIONS AND MAINTENANCE
GENERAL REQUIREMENTS

OPERATIONS AND MAINTENANCE GENERAL REQUIREMENTS

APPENDIX A

SCOPE OF SERVICES

A.1 GENERAL

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

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

1. The Contractor shall be responsible for the operation of the APM System, as described herein;
2. The Contractor shall be responsible for the maintenance of all Operating System equipment supplied by the Contractor under the B702A Contract;
3. The Contractor shall be responsible for the routine janitorial services and minor maintenance of the M&SF and other Fixed Facilities that are incidental to the operation and maintenance of the APM equipment therein; provided however that the Contractor shall have no responsibility for janitorial services in the APM stations
   other than cleaning the guideway sides of the station platform-edge walls and doors;
4. All other Work as identified within the Contract Documents;
5. The Owner will pay the costs of all utilities associated with the operation and maintenance of the Operating System and Fixed Facilities;
6 The North Terminal APM System is subject to the State of Florida, Department of Transportation, Safety and Security Oversight (SSO) Program. The Contractor's System Safety Program and System Security Program must fully comply with the requirements of Rule Chapter 14-55 of the Florida Administrative Code, 49 CFR Part 659, Florida Statues Section 341.061 and the Florida Department of Transportation Safety and Security Oversight Program Standards Manual for Fixed Guideway Transportation Systems. As required in the above documents, Contractor shall conduct annual reviews of Systems Safety Program Plan and System Security Plan, internal safety and security reviews and support the oversight agency Safety and Security Reviews/Audits;
7. The Contractor is responsible for developing and administering a Capital Assets Replacement Program and Vehicle Overhauls and coordinating Owner/Owner Representative acceptances as further described in the Contract Documents; and
8. The Contractor is responsible to provide an additional fully functioning train (two married-pairs / four cars) as further described in the Contract Documents.

During the term of the O&M Contract, the Contractor shall assure the operation and maintenance of the APM System in conformance with the Owner accepted System Operations Plan, the System Operations Manuals, the Maintenance Plan, the Maintenance Manuals, the O&M Management Plan, and the System Assurance Monitoring Plan, all as provided by the Contractor and accepted by the Owner under the B702A Contract (and as modified by the Contractor and approved by the Owner during operations and maintenance), which shall be made a part of the Contract. The Contractor shall assign a qualified and experienced person as the Operations and Maintenance Director, who shall be directly employed by the Contractor, to be responsible for overseeing and directing the operation and maintenance services. The Operations and Maintenance Director or his authorized representative shall be available on site at all times.

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

The Contractor shall also develop and administer a Capital Assets Replacement Program (CARP) and Vehicle Overhaul Program and coordinate Owner and Owner's Representative acceptance. The initial plans for CARP and Vehicle Overhauls shall be as submitted by the Contractor in its proposal; however, the Contractor is responsible for further developing CARP in coordination with the acceptance of the Owner and the Owner's Representative throughout the Contract as further described in this OMGR Appendix A and OMGR Section 9.0 to determine what is most appropriate for the System.

The Contractor shall also provide an additional fully functioning train (two married-pairs / four cars) and additional O&M support personnel as further described in A.5 Additional Vehicles of this OMGR Appendix A.

The Contractor is also responsible for all other Work identified within the Contract Documents.

A.2 OPERATIONS AND MAINTENANCE ADMINISTRATION AND MANAGEMENT

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

The Contractor shall utilize the Integrated Management System (IMS) specified by SP-B702A Section 6.5.3 and the Maintenance Management Information System (MMIS) specified by TP-B702A Section 14.7 provided under the B702A Contract. The IMS and MMIS shall address all human resource requirements, management and the control of purchasing and fixed assets and inventory control. The Contractor shall provide inventory control, including all activities required to maintain an adequate supply of materials, supplies, parts, and equipment required to operate and maintain the APM System. Included are such functions as purchasing and disbursement, receiving, cataloging, storage, and requisition control. The Contractor shall maintain up-to-date inventory records which include material, supply, parts and equipment listings, required quantities and reorder points. The Contractor shall also utilize the Maintenance Management Information

System (MMIS) to maintain up-to-date records of all maintenance and to manage the maintenance of the APM System. The Owner and the Owner's Representative shall be provided read-only access to the MMIS during the term of the Operations and Maintenance Contract, including installation of hardware and software and training of Owner personnel on the MMIS.

A.2.1 OPERATIONS AND MAINTENANCE MANAGEMENT

Operations and Maintenance Management comprises all of the functions required to manage the Operations and Maintenance activities efficiently, including, but not limited to:

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

A.2.2 TRAINING OF CONTRACTOR'S PERSONNEL

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

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

A.2.3 OPTION TO TRAIN OWNER-DESIGNATED PERSONNEL

The Owner shall have an option for the Contractor to train a number of Owner-designated personnel equal to the number of the Contractor's personnel on staff for the System. At such time that the Owner may exercise said option, which shall be at least ninety (90) calendar days prior to the end of the Operations and Maintenance Contract term or any notification to terminate Operations and Maintenance Contract, the Contractor shall provide training for Owner-designated personnel to operate and maintain the APM System. Staff numbers and positions, hiring procedures, and training procedures will be in accordance with the Contractor's Staffing Plan included in the Owner accepted System Operation Plan, as may be modified by mutual agreement during the period of this Contract. The Contractor shall provide all instructors, literature, training aids, and equipment necessary to train personnel. All literature, training aids and equipment necessary to train personnel shall be turned over to the Owner's Representative at the termination of this Contract. The Contractor shall provide sufficient classroom and on-the-job training for Operations and Maintenance (including inventory control) personnel to ensure their competence in the Operations and Maintenance of the APM System. Training on the actual system equipment and/or the spare equipment will be permitted; however, such use shall not interfere with operations or maintenance of the APM System. The training shall provide at least sixty (60) calendar days of on-the-job training for all Owner designated Operations and Maintenance personnel. Owner personnel will be required to pass the testing program appropriate to their positions and other Owner-designated training prior to assuming those positions on a full time basis. The Contractor shall administer such tests and retrain personnel as needed. If any Owner personnel fail to obtain the required level of expertise, the Contractor shall provide additional training or train an alternate person. The training shall be scheduled and carried out to assure the Owner that within ninety (90) calendar days of the start of training there will be a sufficient quantity of Owner personnel trained so that the system can be operated and maintained completely without the Contractor's personnel.

A.2.4 INVENTORY CONTROL

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

A.2.5 MANAGEMENT REPORTS AND RECORDS

During the term of the Operations and Maintenance Contract, Monthly Management Reports recording the performance of the APM System shall be prepared by the Contractor and submitted to the Owner's Representative. In addition, the Contractor shall keep detailed Operations and Maintenance records and inventory data to permit the Owner's Representative to ascertain the Contractor's compliance with the requirements of this Operations and Maintenance Contract and shall furnish copies of such documents upon request. All such reports and records shall be in accordance with the accepted Operations and Maintenance Plans and Manuals provided by the Contractor and accepted by the Owner/Owner's Representative during the B702A Contract and as may have been modified by the Contractor and accepted by the Owner/Owner's Representative during Operations and Maintenance, or as otherwise reasonably required by the Owner's Representative. The Operations and Maintenance records shall include a daily summary of all interruptions to normal service explaining the duration and cause of such interruptions. The procedures and forms for such record keeping shall be accepted by the Owner's Representative. All records and data, and management information systems used to develop and maintain them, shall be the property of the Owner. All such documents shall be dated and signed by appropriate Contractor personnel. All Correspondence under this Contract shall be serialized in accordance with the Owner's Representative's instructions.

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

1. A summary of that month's activity, highlighting any special events and incidents and accidents;
2. A summary of performance achieved;
3. Operating statistics, including but not limited to:
    a. Schedule of services - headways, capacities and train sizes;
    b. Estimate of patronage carried; and
    c. Train-miles and vehicle-miles operated.

4. A System Assurance Monitoring Report;
5. A Configuration Management and Control Report; and
6. Other information as may be required by the Owner

A.2.6 CONTRACTOR PERFORMANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

All transportation activities of the Contractor or its subcontractors necessary to perform under this contract shall be provided by the Contractor. The Owner shall have no obligation to provide Contractor or its subcontractors with vehicles or transport. All Contractor vehicles, including those owned by its employees and subcontractors, shall be clearly marked with identification indicating

Contractor's name. Such identification must be placed on both sides of each vehicle and may be removable (e.g. magnetic). The Owner will provide an appropriate number of vehicle parking spaces for the Contractor's use. All vehicles shall be registered with the Owner.

A.2.7 OBLIGATIONS OF THE OWNER

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

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

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

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

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

A.2.8 SYSTEM DESIGN AND CONFIGURATION

The Contractor shall maintain the APM System in the same design and configuration as was accepted by the Owner/Owner’s Representative for the B702A Contract, including any Owner/Owner's Representative-accepted changes resulting from Warranty or ongoing operations and maintenance. Any change to the System Design and Configuration shall require submission of the requested change, including design review data and drawings, to the Owner’s Representative for its review and acceptance. No changes shall be made by the Contractor without the prior written acceptance of the Owner's Representative.

A.2.9 DRAWINGS AND DOCUMENTS

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

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

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

A.2.10.1 <u>Testing and Acceptance of Upgrades</u>

Similar to the test procedures prepared in compliance during the B702A Contract, Special Provisions Section 8.0, the Contractor shall prepare the Acceptance Test Procedures and submit them to the Owner's Representative for review and acceptance before conducting the test.

1. <u>Acceptance Tests</u> - New system modifications and upgrades (e.g. components/equipment, software, etc.) will be subjected to minimum individual thirty (30) consecutive day Acceptance Test(s) to verify successful startup and proper performance and functionality in an operational environment. The following items are necessary parts of an Acceptance Test:

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

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

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

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

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

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

e. If more than the agreed amount of system or component downtime occurs at any point during the thirty (30) consecutive day Acceptance Test, the Owner's Representative may, at its sole option, require the Contractor to conduct a new thirty (30) consecutive day Acceptance Test.

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

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

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

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

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

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

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

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

Representative's receipt of applicable revised "as-built" drawings, O&M manuals, technical data, and warranty documents.

6. Impact to Availability. In consideration of the potential impact to operations during testing of CARP Work, any downtime events caused by the specific target system under test during the system demonstration test for such Work will be excluded from the availability calculations for O&M payment, unless due to failures of the target system or the system demonstration test is extended for longer than [45] days.

A.2.10.2 Accommodation of Expansion Work

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

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

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

A.2.11 SAFETY

A.2.11.1 Safety Program

Consistent with Contract B702A Special Provisions Section 6.4.1, the Contractor shall develop, implement, and maintain an on-going safety program. The Contractor shall thoroughly acquaint all personnel with the proper use of safety features and equipment associated with the APM System. Safety warnings shall be posted on equipment as necessary to ensure safe operations.

1. The Contractor shall operate the APM System and related equipment in safe condition; equipment shall never be installed, tested, or operated in an unsafe condition.
2. The Contractor's responsibility for safety, in addition to maintenance work, shall include general safety and system observation from an "installed" perspective. Any unsafe condition shall be brought immediately to the attention of the Owner and the Owner's Representative.
3. The Contractor shall be responsible for the proper operation and maintenance of all safety and fire protection equipment the Contractor installed in the B702A Contract and associated with the APM System. All personnel shall be thoroughly familiar with the identification and operation of available fire-fighting equipment.
4. The Contractor shall not require any person employed in the performance of this Contract to work in surroundings or under working conditions which are unsanitary,

hazardous, or dangerous to their health or safety, or contrary to any provision of the Occupational Safety and Health Act (OSHA) OF 1970 (Public Law 91-596), as amended.

5. The Contractor shall be completely familiar with, and shall enforce all Miami-Dade County, State of Florida, and Federal OSHA regulations and requirements as applicable for services performed under this Contract, including but not limited to the following:
    a. Contractor personnel shall wear applicable personal protection equipment at all times.
    b. Contractor personnel operating equipment and/or handling materials shall be fully trained in the safe operation of the equipment or materials.
    c. Contractor personnel shall follow and apply safety practices prevailing in their applicable industry.

A.2.11.2 <u>Emergency Procedures Plan</u>

The Contractor shall employ the emergency procedures included in the System Operations Plan, the Operating Manuals and Rule Book submitted by the Contractor and accepted by the Owner/Owner's Representative during the B702A Contract or as may have been modified by the Contractor and accepted by the Owner/Owner's Representative during the operation and maintenance period.

A.2.11.3 <u>Hazardous Chemical Records</u>

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

A.3 <u>OPERATIONS REQUIREMENTS</u>

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

A.3.1 GENERAL

The Contractor shall train and supervise all personnel required to operate the APM System during the term of Operations and Maintenance Contract. The Contractor shall operate the APM System in accordance with the accepted System Operations Plan and System Operations Manuals provided by the Contractor and accepted by the Owner/Owner's Representative during the B702A Contract or as may have been modified by the Contractor and accepted by the Owner/Owner's Representative during the operation and maintenance period. Updates to these documents shall be provided by the Contractor in accordance with the procedures developed in the B702A Contract on an as-needed basis at no additional cost to the Owner and, when accepted by the Owner's Representative shall become the basis for APM System operations.

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

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

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

All policy decisions regarding the System's operation and interface with the public shall rest with the Owner as provided in OMGR Section 1.0.

A.3.2 SYSTEM ASSURANCE MONITORING

During the term of Operations and Maintenance Contract, the Contractor shall conduct the program of operational data collection and analysis as contained in the System Assurance Monitoring Plan provided by the Contractor under the B702A Contract. These data are to prove the actual performance of the APM System in passenger service and to verify System Service Availability requirements specified in Section 6.0 of the General Requirements are met. The Contractor shall submit to the Owner's Representative monthly System Assurance Monitoring Reports that include these data for review, commencing at the end of the first month of Operations and Maintenance Contract.

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

The costs for such modifications, redesigns and/or replacements required to meet the requirements specified for the B702A Contract, which otherwise are not being met, or where such work is covered by the Contractor's warranty shall be performed at no cost to the Owner. Otherwise, the work shall be performed at a mutually agreed upon price between the Owner's Representative and the Contractor. Under no circumstances shall the Contractor withdraw the APM System from passenger service for such purposes without prior written authorization from the Owner’s Representative.

A.3.3 SPECIAL SERVICES

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

1. Adjust operating schedules for special events. For such requests the Owner/Owner's Representative will endeavor to give the Contractor at least seven (7) calendar days advance notice.
2. Accommodate special tours of the APM System.
3. Conduct demonstrations of certain features of the APM System at the Central Control Facility and/or the Maintenance and Storage Facilities.
4. Conduct emergency management exercises, which involves the APM System and/or the Airport's facilities.

The extent of the above special services during anyone year of operation shall not exceed the scheduled annual operating characteristics by more than the following, except by mutual agreement or by a Modification of the Contract as specified in OMGP Article 2.04 - Modifications:

1. A one (1) percent increase in scheduled annual APM Operating Hours;
2. A one (1) percent increase in scheduled annual vehicle-miles operated; and
3. A one (1) percent increase in scheduled annual vehicle-hours operated.

A.3.4 OPERATIONAL READINESS TESTING

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

A.3.4.1 Objective of Readiness Testing

Successful long-term operation of the APM System will require diligent effort by Owner, Owner's Representative and Contractor personnel to assure that a high level of operational readiness is maintained. During the B702A Contract, failure management design features and operational procedures were developed for dealing with unplanned equipment and system outages and procedures were finalized for the Operations Plan. During the System Demonstration, these system features and operational procedures were demonstrated as a condition of Final Acceptance. It is imperative that steps be taken to assure that the equipment and procedural skills developed for failure management is not allowed to diminish. Thus, the objective of these readiness testing requirements is to assure that a high level of readiness testing is maintained throughout the Operations and Maintenance Contract period. NFPA 130, Standard for Fixed Guideway Transit Systems, 2020 Edition, Chapter 9, Emergency Procedures shall be used as a guide for these requirements.

A.3.4.2 Frequency of Readiness Testing

Except for the semi-annual systemwide drill (see Section A. 6) all of the readiness tests described in Sections A3.4.3, A3,4,4 and A3,4.5 shall be performed every three months, throughout the entire term of the Operations and Maintenance Contract, including any extensions.

A.3.4.3 Testing of Operations Personnel

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

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

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

A.3.4.4 <u>Testing of Maintenance Personnel</u>

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

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

A.3.4.5 <u>Testing of Failure Operating Modes</u>

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

A.3.4.6 <u>Systemwide Readiness Drill</u>

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

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

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

A.4 MAINTENANCE REQUIREMENTS

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

A.4.1 GENERAL

All maintenance services, including any required overhauls and rehabilitation on the APM System shall be performed by the Contractor in accordance with the accepted Final Maintenance Plan and Final Maintenance Manuals provided by the Contractor and accepted by the Owner/Owner's Representative under the B702A Contract and as updated by the Contractor and accepted by the Owner/Owner's Representative during Operations and Maintenance. The maintenance services under this Contract shall include but not be limited to furnishing all labor, tools, equipment, parts, and materials necessary to accomplish the inspection, cleaning, adjustment, preventative maintenance, lubrication, repair, testing, replacement of parts and equipment, supplying the spare parts and equipment, consumables, and expendables; and repair of spare equipment for the APM System.

The equipment and other items to be maintained by the Contractor shall include but not be limited to, all equipment, materials and other appurtenances supplied by the Contractor as well as all equipment provided by other parties during the B702A Contract, which make up the entire APM System, inclusive of the running surface. Additionally, Contractor shall maintain all facilities containing APM equipment (exclusively) and spaces/facilities wherein activities pertaining to the operations and maintenance of the APM System are occurring.

APM System maintenance shall be scheduled by the Contractor in such a way that the interference with, or effect upon, the operation of the APM System is minimized. To minimize operational impact, maintenance of certain equipment and fixed facilities may necessarily have to be carried out at night or in off-peak periods. Maintenance practices or procedures which may compromise or degrade APM System operations, in the sole opinion of the Owner's Representative, shall be accepted by the Owner's Representative in advance of their initiation.
Whenever APM System vehicles stall, restoration of service to the service mode scheduled for that time shall be given priority by the Contractor. Restoration of service and/or recovery of stalled vehicles shall be accomplished in accordance with the accepted Final Emergency Procedures, Operations Plan, Operations Manuals and related documents provided by the Contractor and accepted by the Owner/Owner's Representative under the B702A Contract as updated by the Contractor and accepted by the Owner/Owner's Representative during Operations and Maintenance.

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

A.4.2 MAINTENANCE DUTIES

The Contractor shall maintain the APM System, associated fixed facilities and all of its subsystems as specified in the accepted Final Maintenance Plan and Final Maintenance Manuals provided by the Contractor and accepted by the Owner/Owner's Representative under the B702A Contract (as updated by the Contractor and accepted by the Owner/Owner's Representative during operations and maintenance). Updates to these Plans and Manuals shall be provided by the Contractor in accordance with procedures developed in the B702A Contract, on an as-needed basis, at no additional cost to the Owner and when accepted by the Owner's Representative, shall become the basis for System, fixed facilities and subsystem maintenance.

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

A.4.2.1 Subsystem Maintenance

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

1. Routine Maintenance - Activities required to provide a clean and aesthetically pleasing APM System for public use, as well as routine inspections and tests designed to identify any unusual or abnormal equipment conditions. Routine maintenance activities shall be as included in the Final Maintenance Plan.
2. Scheduled Maintenance - Activities required to keep the APM System operating at prescribed levels of safety and reliability which are performed on a recurring basis at specified intervals. Scheduled maintenance activities shall be as included in the Final Maintenance Plan accepted by the Owner/Owner's Representative.
3. Non-Scheduled Maintenance - Any corrective measure or repair necessitated by an inspection, a failure, or unusual circumstances adversely affecting the normal APM System operations. Non-scheduled maintenance may be required as a result of unsatisfactorily conditions discovered during an inspection or because of an operational failure. Non-scheduled maintenance activities shall be performed on apriority basis as necessary to meet required System Service Availability.
4. Ordinary Wear/Tear - Any corrective measure or repair that may be required because of ordinary wear and tear, including but not limited to, painting, re-upholstering, and re-flooring.
5. Other Maintenance - Maintaining updated maintenance manuals, maintenance testing as required and maintenance of tools, equipment, and furniture.

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

1. Vehicles and all on-board equipment - The Contractor shall clean, inspect, service and maintain the entire APM System's fleet of vehicles, and all maintenance of any special service and maintenance vehicles provided under the B702A Contract and as may be provided/updated during Operations and Maintenance period, including, but not limited to: wheels, vehicle frame, structural members, vehicle body, seats, windows, panels, doors, suspension equipment, propulsion and braking equipment, vehicle control equipment, accessory equipment, door mechanisms, graphics, and air conditioning equipment.
2. Power distribution equipment - The Contractor shall clean, inspect, service and maintain all power distribution equipment, fixed facilities and associated systems. This shall include but not be limited to: substation facilities, primary and secondary switchgear, metering equipment, power circuit breakers, power transformers, power rails, grounding, wayside equipment, lightning and surge protection equipment, the alignment and adjustment of the power distribution rails on the guideway, housekeeping power, fire detection and suppression systems, air

conditioning, communications and security. The same tests used during System Acceptance for the B702A Contract to prove compliance with the corrosion protection requirements (i.e., measurement for stray currents) and voltage of the ground rail with respect to earth ground per Sections 9.8, 10.1.5 and 15.0 of the Technical Provisions, B702A Contract, shall be conducted routinely. The Contractor shall advise the Owner/Owner's Representative of any departures from specifications and these departures must be corrected immediately.

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

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

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

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

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

A.4.2.2 Cleaning and Janitorial Services

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

1. All Contractor-supplied items shall be maintained by the Contractor; and
2. The Contractor shall clean the guideway sides of the platform-edge walls and doors at the stations.

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

1. Graffiti and any vandalism shall be corrected within 24 hours from the time of discovery, or sooner if so directed by the Owner/Owner's Representative.
2. All vehicles shall be kept free of litter and cleaned daily, including cleaning of floors, interior surfaces, trash removal, interior window cleaning, and giving special attention to clean any unsanitary and/or unusual soiled conditions.
3. All toilet and washroom facilities within the APM System, excluding any public facilities, shall be fully cleaned and sanitized daily, including washing of all fixtures and floors.
4. Vehicle exteriors shall be washed twice weekly or more frequently as special conditions may require.
5. The Central Control Facility, all administrative offices, and the Maintenance & Storage Facility shall be cleaned daily according· to the same standards as for professional office buildings.
6. All PDS substations and APM equipment rooms shall be cleaned on a routine basis in accordance with applicable codes and good trade practice.
7. All guideways shall be kept free of litter and cleaned on a routine basis to maintain an aesthetically pleasing appearance. Deposits of foreign materials from the operations or maintenance of the system onto the guideways, vehicles and/or equipment shall be removed in a timely manner.

A.4.2.3 <u>Treatment of Effluents</u>

The Contractor shall treat all effluents, generated in the operation and maintenance of the APM System, in an environmentally friendly manner which conforms to all applicable Federal, State, County, and Airport codes and regulations. The Owner's sanitary sewer system will be available for discharging activities, in accordance with TP B702A Section 6.6. The Contractor shall provide for the pick-up and processing of treated effluent.

A.4.2.4 <u>Spare Parts and Equipment, Expendables, and Consumables</u>

In performing this Contract, the Contractor shall maintain an inventory of spare parts and equipment, expendables, and consumables at the same level as required to be delivered under the B702A Contract or adjusted with Owner acceptance during Operations and Maintenance. Additional items shall be added to this inventory based on the Contractor's experience or the item's long lead order time to assure that the inventory is maintained as a one-year supply and sufficient to meet the System Service Availability requirements. Whenever an item of spare parts, equipment, expendables, or consumables is used by the Contractor in the performance of services under this Contract, such item of spare parts, equipment, expendables, or consumable shall be repaired or replaced by the Contractor as part of the Operations and Maintenance Contract services, and the repaired or replaced item placed in the spare parts, equipment, expendables and consumables inventory. All spare parts, equipment, expendables, and consumables shall normally be kept in the Maintenance and Storage Facility or other Owner's Representative-accepted on-Airport location. If at any time it is found that the Original inventory of these materials is insufficient, as specified by TP B702A Section 14.5, then sufficient additional inventory shall be provided by the Contractor at no cost to the Owner and the Owner shall be advised of such additions. The specified inventory shall exist upon the termination of the Operations and Maintenance Contract.

A.4.2.5 Maintenance Tools and Equipment

The Contractor shall be permitted to use the inventory of tools, maintenance equipment, test equipment and facilities furnished under the B702A Contract and as updated during operations and Maintenance. Such items shall be maintained in good order and repaired or replaced by the Contractor as necessary to maintain the inventory. Records of this inventory shall be kept. Upon the termination or expiration of Operations and Maintenance Contract the complete inventory of the tools, maintenance equipment and test equipment shall exist or be replenished by the Contractor, including any replacement of and/or repair in good condition any tools, maintenance equipment and test equipment.

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

A.5 Additional Vehicles

The Contractor will provide a new four-car train (two married-pair vehicles) under this Agreement BW-10106. These Additional Vehicles shall be fully functionally equivalent to the Vehicles currently operating on the North Terminal Skytrain APM System and must operate as such on any part of the System. The Additional Vehicles shall meet all requirements of the Contract B702A Technical Provisions.

To the maximum extent that is practical, vehicle equipment/components provided under this Contract shall be interchangeable in all respects with equipment/components used on the Vehicles currently operating on the North Terminal APM System. There shall be no limitations to any vehicle operation and Vehicles must be fully operational when coupled with any existing or newly provided Vehicle.

Any components, materials and designs that are not identical the currently operating vehicles, whether to meet the requirements of this specification or due to equipment obsolescence, shall be specifically identified as per the CDRL for Owner/Owner’s Representative review and acceptance. All such components, materials and designs shall have performed successfully in similar passenger service applications and shall be subject to detailed design review and/or qualification testing.

The Contractor shall ensure that the new vehicle characteristics (such as weight, current draw, dynamic envelope, etc.) do not adversely impact the existing System. By executing this Agreement BW-10106, the Contractor confirms that the additional vehicles will not have adverse impact to the fixed facilities and will operate without impact to APM operational components and Subsystem, including, but not limited to the Power Distribution System, MMIS, ATC, Communication System and SCADA.

The Contractor shall provide design review information and test procedures for the new vehicles for Owner review and acceptance in similar fashion to the B702A Contract. The Contractor shall provide a testing and commissioning schedule in the same manner as provided for Contract B702A, including a System Demonstration that simulates actual revenue service. Work for the additional vehicles will begin at NTP and all work must be completed and the vehicles fully available for System Operation no later than NTP plus forty-two (42) months. Contractor will exercise reasonable efforts to improve the schedule and shall keep Owner apprised of its efforts regarding the same. Testing and commissioning of the vehicles shall not impact System Operation.

At such time one of the two married-pair vehicles have been fully tested and are available for System Operation, the one-hour exclusion provided by Change Order No. 1 under Contract B702A (AA Contract No. MIA-702-R-2) attached as OMGR Appendix F is no longer applicable for the remainder of this Agreement BW-10106 as further defined by OMGR Section 6.05. The addition of these vehicles shall allow the System to operate as originally planned during Contract B702A whereby one spare train will be available in a standby mode, equipped and functioning with no faults and ready for passenger-carrying service. It shall be located on a storage track sized to accommodate an ultimate length train and appropriately located to replace a failed train on the line within one round-trip time.

A work schedule, price proposal, and schedule of values shall be proposed by the Contractor during the initial discussion for the CARP Work, Additional Vehicles Work, and Vehicle Overhauls Work following NTP. Owner shall issue Work Orders for such work and make milestone payments in accordance with the agreed to schedule of values for the Work Order. Notwithstanding the invoice procedure set forth in OMGR Article 4.03, Contractor shall be entitled to submit invoices for CARP Work, Additional Vehicles Work, and Vehicle Overhauls Work as soon as the applicable milestone is achieved. Such invoices shall be separate from the monthly invoices for Base O&M.

A.6 <u>Capital Assets Replacement Program (CARP) and Vehicle Overhauls</u>

In addition to performing the planned preventive and regular corrective maintenance included in the Contractor's Base O&M Proposal, the Contractor shall provide a Capital Asset Replacement Program (CARP) to evaluate System elements for their continued use on the System and based on these evaluations, make recommendations to the Owner and Owner's Representative for any required periodic overhaul, rehabilitation, refurbishment or replacement of major components, equipment and facilities, in order to ensure that the System remains safe, efficient to operate and maintain, and in good repair. As part of this CARP the Contractor shall review the requirements to rehabilitate, refurbish, replace, or continue to monitor the use of all System elements that have reached or are nearing the end of their design life, cannot be maintained to perform within the limits specified in the Contract TP-B702A, exhibits a significantly higher failure rate, or ceases to be economical to maintain due to wear-out or obsolescence. All CARP and Vehicle Overhaul Work shall conform to the Owner accepted Final Design Documents provided during Contract B702A, as may have been updated by the Contractor and accepted by the Owner during contract

B702B, unless an exception is made by the Owner in writing. The initial plans for CARP and Vehicle Overhauls shall be as submitted by the Contractor in its proposal; however, the Contractor is responsible for further developing CARP in coordination with the acceptance of the Owner and the Owner's Representative throughout the Contract as further described herein to determine what is most appropriate for the System.

Scope

The CARP budgets shall be as initially established by the Contractor in its O&M Proposal, as accepted by the Owner. The Capital Assets Replacement Program shall be modified as provided for in the following paragraphs. The budget pricing for the CARP shall be as shown in CARP Pricing Forms in Appendix B.

Following NTP and prior to performing any CARP Work, the Contractor shall meet with the Owner and the Owner's APM Oversight Consultant to form a Technical Review Panel to assess the condition of each System component. These meetings shall focus on the capacity for the continued use of existing equipment wherever feasible and the potential requirements for overhaul, rehabilitation, refurbishment, and/or replacement.

The Owner shall have the right to require adjustments of the CARP based on these meetings and assessments, subject to the conditions below. The Contractor's proposed CARP shall not be modified without prior written approval by the Owner. The Contractor shall not start any CARP Work without the prior written approval via Work Order by the Owner. The County will issue Work Orders for CARP Items 1, 2, and 3 by February 28, 2022.

The Contractor's CARP proposal shall provide details for the five separate CARP Items shown below:

- CARP Item 1 – Vehicle Refurbishment
- CARP Item 2 – ATC System Refurbishment
- CARP Item 3 – Communications System Refurbishment
- CARP Item 4 – Power Distribution System Refurbishment
- CARP Item 5 – Wayside / Station / M&SF Equipment Refurbishment

The Contractor shall provide preliminary details, schedule, pricing, and any potential impacts to System operation for each CARP Item within its O&M proposal. Following NTP the Contractor will prepare more detailed designs, justifications and pricing for proposed CARP work in coordination with the Technology Review Panel. The Contractor shall, wherever feasible, distribute CARP work items across the Contract period so as to allow the Owner to reasonably spread actual CARP costs and oversight manhours throughout the Contract term.

Prior to performing any CARP Work, the Contractor shall prepare design review level documentation, proposed pricing, proposed schedule, and potential operational impacts for the Technology Review Panel to facilitate the review and approval of the Owner and the Owner's APM Oversight Consultant.

Technology Review Panel

Following NTP and prior to performing work, the Parties will establish a Technology Review Panel consisting of the Contractor, the Owner, and the Owner's APM Oversight Consultant. The

Technology Review Panel will meet as required to review technological developments and proposed CARP Work and to determine what will be implemented on the System. The first Technology Review Panel for proposed subsystems by the Contractor will meet within fourteen (30) days following the NTP. Following the first Technology Review Panel, any party may call for a meeting of the panel at any time. In addition, any cancelled work orders shall entitle Contractor to be paid for actual services rendered or materials provided that have been performed to the satisfaction of the Owner's Representative under the Contract, up to the date of cancellation; in such event, the County shall not be liable to Contractor for any for lost profits, SG&A, lo ss of bonding capacity, loss of opportunity, loss of goodwill, or any claim of indirect costs of any kind. The Contractor's review panel team shall include appropriate individuals to facilitate financial and detailed technical reviews. The Contractor and the Owner shall bear their own expenses for these reviews.

Duration

The Capital Asset Replacement Program shall commence at NTP and continue through the five-year option period (Years 6-10), should the five-year option period be exercised by the Owner. The prices for the Capital Asset Replacement Program shall be shown separately from the annual Base Compensation as set forth in OMGR Appendix B – Price Sheets and shall be broken down in terms of labor, materials, and other costs and shall also be subject to the economic price adjustment as defined in OMGR Section 4.01 – Economic Price Adjustment.

Schedule

Commencing at NTP, the Contractor shall meet with the Owner and the Owner's APM Oversight Consultant as required to review the planned CARP Work and to assess the condition of all System assets. In addition, on or before September 1 of each year, the Contractor shall furnish to the Owner its initial recommendation for any CARP Work to be undertaken in the following fiscal year. The Owner shall have the right to defer replacements that it deems not necessary, and that will not adversely affect warranties or System Availability. Potential impacts to System Service Availability, Downtime Event Limits, System Operations, and System Maintenance required in performing, not performing, or postponing potential CARP Work will be reviewed and agreed to by the Technical Review Panel. The Contractor's Capital Asset Replacement Program shall not be modified without written acceptance of the Owner.

Authorization to Proceed

Owner shall authorize the Contractor to commence the Work through a written Work Order within 30 days after the Technology Review Panel. The Contractor shall not perform any CARP Work until the proposed work has been presented to the Technology Review Panel and the Owner authorizes the Work through a written Work Order. The Owner's consent will not be unreasonably withheld.

Cost

The Contractor's Capital Asset Replacement Program Proposed Budget for each CARP Item shall be the total budget for that item as reflected in **Appendix B - Price Sheets**. Budget and Work Order amounts will be reconciled periodically throughout the Work period for each CARP Item and again at the completion of each CARP Item. To the extent that actual replacement costs exceed the CARP Item budget, the Work shall be performed at the Contractor's sole cost and expense. To the extent that Work Order amounts are less than the budget, the unused CARP Amount shall be retained by the Owner.

Owner shall make payments for the CARP work in accordance with the milestones schedule agreed to with the issuance of a Work Order. Notwithstanding the invoice procedure set forth in OMGR Article 4.03, Contractor shall be entitled to submit invoices for CARP work as soon as the applicable CARP milestone is achieved.

Software Installation

In no event shall the System be considered a test site for new Software or equipment, with the exception of software or equipment improvements or upgrades deemed necessary or logical to improve the System. Before testing any new equipment or software on the System that is considered necessary or a logical upgrade or improvement, the Contractor shall submit a detailed request in writing to the Owner, to which the Owner will respond in writing giving its approval or denial. The Contractor may, with the Owner's written permission, run parallel systems for purposes of testing new equipment and materials, but all Software and equipment must be fully tested and, as necessary, certified as safe for passenger service prior to final installation on the System. All commercially available software upgrades or modifications shall be made available to the Owner at no additional cost, to the extent such upgrades or modifications are reasonably determined by the parties to be necessary. Proprietary software upgrades or modifications required for CARP will be paid for through the CARP not to exceed budgets and shall be made available to the Owner as further described within OMGP Article 7.02.

Design and Construction Work

Unless otherwise agreed in writing by both parties, the Contractor shall perform all Work required under this Contract in compliance with the applicable terms and conditions of Contract B702A Technical Provisions and Special Provisions and related Documents.

APPENDIX – B

OPERATIONS AND MAINTENANCE GENERAL REQUIREMENTS

APPENDIX B:

FIXED PRICING FORMS FOR BASE OPERATIONS & MAINTENANCE, ADDITIONAL VEHICLES, AND OWNER OPTIONS

AND

NOT TO EXCEED BUDGET PRICING FORMS FOR CAPITAL ASSETS REPLACEMENT PROGRAM (CARP) AND VEHICLE OVERHAULS

FIXED PRICING FOR BASE OPERATIONS AND MAINTENANCE, ADDITIONAL VEHICLES, AND OWNER OPTIONS AND NOT TO EXCEED BUDGET PRICING FOR CARP/VEHICLE OVERHAULS

FORM OMP

OPERATIONS AND MAINTENANCE PRICE/NOT TO EXCEED BUDGET SUMMARY

LUMP SUM FIXED PRICE AND NOT TO EXCEED BUDGET SUMMARY

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall provide prices for all blank spaces on this form and transfer amounts from Forms OMP-A, OMP-A-AV, OMP-D, and OMP-T to this Form OMP. Amounts shall be lump sum fixed price in constant US dollars as of the Effective Date. The Amounts will be subsequently escalated per OMSP Section 4.1.

SUMMARY SCHEDULE - LUMP SUM FIXED PRICE AND NOT TO EXCEED BUDGET SUMMARY All prices shall be in United States Dollars	$ (numerals)
A - Base O&M - Annual Proposed Fixed Prices: The annual lump sum fixed prices written below, subject to the Economic Price Adjustments specified in OMSP Section 4.1 and the other payment adjustment factors specified within the Contract Documents.	
Year 1 - Written Amount: Seven million eight hundred sixty thousand nine hundred and 00/100 Dollars	*$ 7,860,900.00*
Year 2 - Written Amount: Seven million eight hundred sixty thousand nine hundred and 00/100 Dollars	*$ 7,860,900.00*
Year 3 - Written Amount: Seven million eight hundred sixty thousand nine hundred and 00/100 Dollars	*$ 7,860,900.00*
Year 4 - Written Amount: Seven million eight hundred sixty thousand nine hundred and 00/100 Dollars	*$ 7,860,900.00*
Year 5 - Written Amount: Seven million eight hundred sixty thousand nine hundred and 00/100 Dollars	*$ 7,860,900.00*
A1.1 TOTAL of Base Operations and Maintenance Proposed Fixed Price (Total of Year 1 through 5):	
Written Amount: Thirty-nine million three hundred-four thousand five hundred and 00/100 Dollars	*$ 39,304,500.00*
Year 6 - Written Amount: Seven million eight hundred sixty thousand nine hundred and 00/100 Dollars	*$ 7,860,900.00*
Year 7 - Written Amount: Seven million eight hundred sixty thousand nine hundred and 00/100 Dollars	*$ 7,860,900.00*
Year 8 - Written Amount: Seven million eight hundred sixty thousand nine hundred and 00/100 Dollars	*$ 7,860,900.00*
Year 9 - Written Amount: Seven million eight hundred sixty thousand nine hundred and 00/100 Dollars	*$ 7,860,900.00*
Year10- Written Amount: Seven million eight hundred sixty thousand nine hundred and 00/100 Dollars	*$ 7,860,900.00*
A1.2 TOTAL of Base Operations and Maintenance Proposed Fixed Price (Total of Year 6 through 10):	
Written Amount: Thirty-nine million three hundred-four thousand five hundred and 00/100 Dollars	*$ 39,304,500.00*
A2. Proposed Fixed Price – Additional Vehicles (2 Additional Married Pairs):	
Written Amount: Fifteen million five hundred thirteen thousand and 00/100 Dollars	*$ 15,513,000.00*
A3. Proposed Fixed Price – Additional Technicians to Support Additional Vehicles: The total lump sum fixed price written below, subject to start of service and the Economic Price Adjustments specified in OMSP Section 4.1,	
Written Amount: Four million three hundred ninety-six thousand two hundred sixty-six and 00/100 Dollars	*$ 4,396,266.00*
A4. Proposed Fixed Price - Demobilization, in case of Termination for Convenience by Owner: The total lump sum fixed price written below, subject to the Economic Price Adjustments specified in OMSP Section 4.1 , payable only upon termination by convenience of all services by Owner within 2 years of NTP.	
Written Amount: Five hundred eleven thousand three hundred twenty and 00/100 Dollars	*$ 511,320.00*
A5. Proposed Fixed Price - Task to Train Owner-Designated Personnel: The total lump sum fixed price written below, subject to the Economic Price Adjustments specified in OMSP Section 4.1.	
Written Amount: Four hundred thirty-seven thousand six hundred and 00/100 Dollars	*$ 437,600.00*

FORM OMP

OPERATIONS AND MAINTENANCE PRICE /NOT TO EXCEED BUDGET SUMMARY (continued)

CONTRACTOR: Crystal Mover Services, Inc.

A6. Allowance Account for Economic Price Adjustment (Base O&M):	
Written Amount: Twenty-five million three thousand nine hundred-ten and 06/100 Dollars	*$ 25,003,910.06*
A7. General Allowance Account (Base O&M/Additional Vehicles) - 10% of Item A1.1, Item A1.2, Item A2 and Item A3:	
Written Amount: Nine million Eight hundred fifty-one thousand eight hundred twenty-six and 60/100 Dollars	*$ 9,851,826.60*

B - CARP and Vehicle Overhauls - Proposed Not to Exceed Budget: The annual lump sum fixed prices written below, subject to the Economic Price Adjustments specified in OMSP Section 4.1 .	
CARP Item 1- *Written Amount:* Eighteen Million Six Hundred Eighty-Nine Thousand Eight Hundred and 00/100 *Dollars*	*$18,689,800.00*
CARP Item 2 *- Written Amount:* Thirty-One Million Nine Hundred Seventy-Seven Thousand Nine Hundred and 00/100 *Dollars*	*$31,977,900.00*
CARP Item 3 *- Written Amount:* Five Million Eight Hundred Seventy Thousand Seven Hundred and 00/100 *Dollars*	*$5,870,700.00*
CARP Item 4 *- Written Amount:* Five Million Eight Hundred Ninety-Seven Thousand Six Hundred and 00/100 *Dollars*	*$5,897,600.00*
CARP Item 5 *- Written Amount:* Five Million Six Hundred Thirteen Thousand Three Hundred and 00/100 *Dollars*	*$5,613,300.00*
Vehicle Overhauls *- Written Amount:* Six million Six hundred seventy-three thousand seven hundred thirty and 00/100 *Dollars*	*$6,673,730.00*
B1. TOTAL of CARP and Vehicle Overhaul Not to Exceed Budgets (Sum of CARP Items 1 through 5 and Vehicle Overhauls)	
Written Amount: Seventy-four million Seven hundred twenty-three thousand thirty and 00/100 *Dollars*	*$74,723,030.00*
B2. Allowance Account for Economic Price Adjustment (CARP/Vehicle Overhauls):	
Written Amount: Twenty-three million seven hundred sixty-seven thousand seven hundred sixty-eight and 17/100 *Dollars*	*$23,767,768.17*
B3. General Allowance Account (CARP/Vehicle Overhauls) – 10% of Item B.1:	
Written Amount: Seven million four hundred seventy-two thousand three hundred-three and 00/100 *Dollars*	*$7,472,303.00*

C. Inspector General Audit Allowance Account - 0.25% of Item A1.1, Item A.1.2, and Item B1	
Written Amount: Three hundred eighty-three thousand three hundred thirty and 08/100 *Dollars*	*$383,330.08*

D. TOTAL of Operations and Maintenance Fixed Pricing, Not to Exceed Budgets and Allowance Accounts (Sum of Lines A1 through A7, Lines B1 through B3, and Line C)	
Written Amount: Two hundred forty million six hundred sixty-nine thousand three hundred fifty-three and 91/100 Dollars	*$240,669,353.91*

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE AND OWNER OPTIONS PRICING
FORM OMP-A
SUMMARY CALCULATION OF FIXED PRICING DATA FOR YEAR __1_ (*)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall transfer the annual labor and material totals for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10) from the completed Form OMP-LS and OMP-MS to the appropriate Form OMP-A for each year of Base Operations and Maintenance (Years 1-10). The Totals from Form OMP-A for each year (total of 10 OMP-A Forms) shall be transferred to the appropriate year on Form OMP. Contractor shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Effective Date. The fixed price amount will be subsequently escalated per OMSP Section 4.1.

* Enter the year. Contractor is required to complete a separate Form OMP-A for each year of the Base Operations and Maintenance (total of 10 OMP-A Forms).

ITEM	REFERENCE FORM	PRICE AMOUNT ($)
Labor	OMP-LS	$ 5,947,599.32
Materials	OMP-MS	$ 1,913,300.68
ANNUAL LABOR AND MATERIAL TOTAL FIXED PRICE FOR YEAR __1__ (*)		**$ 7,860,900.00**

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE AND OWNER OPTIONS PRICING
FORM OMP-A
SUMMARY CALCULATION OF FIXED PRICING DATA FOR YEAR __2_ (*)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall transfer the annual labor and material totals for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10) from the completed Form OMP-LS and OMP-MS to the appropriate Form OMP-A for each year of Base Operations and Maintenance (Years 1-10). The Totals from Form OMP-A for each year (total of 10 OMP-A Forms) shall be transferred to the appropriate year on Form OMP. Contractor shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Effective Date. The fixed price amount will be subsequently escalated per OMSP Section 4.1.

* Enter the year. Contractor is required to complete a separate Form OMP-A for each year of the Base Operations and Maintenance (total of 10 OMP-A Forms).

ITEM	REFERENCE FORM	PRICE AMOUNT ($)
Labor	OMP-LS	$ 5,947,599.32
Materials	OMP-MS	$ 1,913,300.68
ANNUAL LABOR AND MATERIAL TOTAL FIXED PRICE FOR YEAR _2___ (*)		**$ 7,860,900.00**

OPERATIONS AND MAINTENANCE PRICE PROPOSAL

BASE OPERATIONS AND MAINTENANCE AND OWNER OPTIONS PRICING

FORM OMP-A

SUMMARY CALCULATION OF FIXED PRICING DATA FOR YEAR __3_ (*)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall transfer the annual labor and material totals for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10) from the completed Form OMP-LS and OMP-MS to the appropriate Form OMP-A for each year of Base Operations and Maintenance (Years 1-10). The Totals from Form OMP-A for each year (total of 10 OMP-A Forms) shall be transferred to the appropriate year on Form OMP. Contractor shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Effective Date. The fixed price amount will be subsequently escalated per OMSP Section 4.1.

* Enter the year. Contractor is required to complete a separate Form OMP-A for each year of the Base Operations and Maintenance (total of 10 OMP-A Forms).

ITEM	REFERENCE FORM	PRICE AMOUNT ($)
Labor	OMP-LS	$ 5,947,599.32
Materials	OMP-MS	$ 1,913,300.68
ANNUAL LABOR AND MATERIAL TOTAL FIXED PRICE FOR YEAR __3__ (*)		**$ 7,860,900.00**

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE AND OWNER OPTIONS PRICING
FORM OMP-A
SUMMARY CALCULATION OF FIXED PRICING DATA FOR YEAR _4__ (*)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall transfer the annual labor and material totals for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10) from the completed Form OMP-LS and OMP-MS to the appropriate Form OMP-A for each year of Base Operations and Maintenance (Years 1-10). The Totals from Form OMP-A for each year (total of 10 OMP-A Forms) shall be transferred to the appropriate year on Form OMP. Contractor shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Effective Date. The fixed price amount will be subsequently escalated per OMSP Section 4.1.

* Enter the year. Contractor is required to complete a separate Form OMP-A for each year of the Base Operations and Maintenance (total of 10 OMP-A Forms).

ITEM	REFERENCE FORM	PRICE AMOUNT ($)
Labor	OMP-LS	$ 5,947,599.32
Materials	OMP-MS	$ 1,913,300.68
ANNUAL LABOR AND MATERIAL TOTAL FIXED PRICE FOR YEAR __4__ (*)		**$ 7,860,900.00**

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE AND OWNER OPTIONS PRICING
FORM OMP-A
SUMMARY CALCULATION OF FIXED PRICING DATA FOR YEAR __5_ (*)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall transfer the annual labor and material totals for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10) from the completed Form OMP-LS and OMP-MS to the appropriate Form OMP-A for each year of Base Operations and Maintenance (Years 1-10). The Totals from Form OMP-A for each year (total of 10 OMP-A Forms) shall be transferred to the appropriate year on Form OMP. Contractor shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Effective Date. The fixed price amount will be subsequently escalated per OMSP Section 4.1.

* Enter the year. Contractor is required to complete a separate Form OMP-A for each year of the Base Operations and Maintenance (total of 10 OMP-A Forms).

ITEM	REFERENCE FORM	PRICE AMOUNT ($)
Labor	OMP-LS	$ 5,947,599.32
Materials	OMP-MS	$ 1,913,300.68
ANNUAL LABOR AND MATERIAL TOTAL FIXED PRICE FOR YEAR __5__ (*)		**$ 7,860,900.00**

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE AND OWNER OPTIONS PRICING
FORM OMP-A
SUMMARY CALCULATION OF FIXED PRICING DATA FOR YEAR _6__ (*)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall transfer the annual labor and material totals for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10) from the completed Form OMP-LS and OMP-MS to the appropriate Form OMP-A for each year of Base Operations and Maintenance (Years 1-10). The Totals from Form OMP-A for each year (total of 10 OMP-A Forms) shall be transferred to the appropriate year on Form OMP. Contractor shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Effective Date. The fixed price amount will be subsequently escalated per OMSP Section 4.1.

* Enter the year. Contractor is required to complete a separate Form OMP-A for each year of the Base Operations and Maintenance (total of 10 OMP-A Forms).

ITEM	REFERENCE FORM	PRICE AMOUNT ($)
Labor	OMP-LS	$ 5,947,599.32
Materials	OMP-MS	$ 1,913,300.68
ANNUAL LABOR AND MATERIAL TOTAL FIXED PRICE FOR YEAR ___6_ (*)		**$ 7,860,900.00**

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE AND OWNER OPTIONS PRICING
FORM OMP-A7
SUMMARY CALCULATION OF FIXED PRICING DATA FOR YEAR _7__ (*)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall transfer the annual labor and material totals for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10) from the completed Form OMP-LS and OMP-MS to the appropriate Form OMP-A for each year of Base Operations and Maintenance (Years 1-10). The Totals from Form OMP-A for each year (total of 10 OMP-A Forms) shall be transferred to the appropriate year on Form OMP. Contractor shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Effective Date. The fixed price amount will be subsequently escalated per OMSP Section 4.1.

* Enter the year. Contractor is required to complete a separate Form OMP-A for each year of the Base Operations and Maintenance (total of 10 OMP-A Forms).

ITEM	REFERENCE FORM	PRICE AMOUNT ($)
Labor	OMP-LS	$ 5,947,599.32
Materials	OMP-MS	$ 1,913,300.68
ANNUAL LABOR AND MATERIAL TOTAL FIXED PRICE FOR YEAR __7__ (*)		**$ 7,860,900.00**

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE AND OWNER OPTIONS PRICING
FORM OMP-A
SUMMARY CALCULATION OF FIXED PRICING DATA FOR YEAR __8_ (*)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall transfer the annual labor and material totals for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10) from the completed Form OMP-LS and OMP-MS to the appropriate Form OMP-A for each year of Base Operations and Maintenance (Years 1-10). The Totals from Form OMP-A for each year (total of 10 OMP-A Forms) shall be transferred to the appropriate year on Form OMP. Contractor shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Effective Date. The fixed price amount will be subsequently escalated per OMSP Section 4.1.

* Enter the year. Contractor is required to complete a separate Form OMP-A for each year of the Base Operations and Maintenance (total of 10 OMP-A Forms).

ITEM	REFERENCE FORM	PRICE AMOUNT ($)
Labor	OMP-LS	$ 5,947,599.32
Materials	OMP-MS	$ 1,913,300.68
ANNUAL LABOR AND MATERIAL TOTAL FIXED PRICE FOR YEAR __8__ (*)		**$ 7,860,900.00**

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE AND OWNER OPTIONS PRICING
FORM OMP-A
SUMMARY CALCULATION OF FIXED PRICING DATA FOR YEAR _9__ (*)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall transfer the annual labor and material totals for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10) from the completed Form OMP-LS and OMP-MS to the appropriate Form OMP-A for each year of Base Operations and Maintenance (Years 1-10). The Totals from Form OMP-A for each year (total of 10 OMP-A Forms) shall be transferred to the appropriate year on Form OMP. Contractor shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Effective Date. The fixed price amount will be subsequently escalated per OMSP Section 4.1.

* Enter the year. Contractor is required to complete a separate Form OMP-A for each year of the Base Operations and Maintenance (total of 10 OMP-A Forms).

ITEM	REFERENCE FORM	PRICE AMOUNT ($)
Labor	OMP-LS	$ 5,947,599.32
Materials	OMP-MS	$ 1,913,300.68
ANNUAL LABOR AND MATERIAL TOTAL FIXED PRICE FOR YEAR _9___ (*)		**$ 7,860,900.00**

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE AND OWNER OPTIONS PRICING
FORM OMP-A
SUMMARY CALCULATION OF FIXED PRICING DATA FOR YEAR _10__ (*)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall transfer the annual labor and material totals for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10) from the completed Form OMP-LS and OMP-MS to the appropriate Form OMP-A for each year of Base Operations and Maintenance (Years 1-10). The Totals from Form OMP-A for each year (total of 10 OMP-A Forms) shall be transferred to the appropriate year on Form OMP. Contractor shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Effective Date. The fixed price amount will be subsequently escalated per OMSP Section 4.1.

* Enter the year. Contractor is required to complete a separate Form OMP-A for each year of the Base Operations and Maintenance (total of 10 OMP-A Forms).

ITEM	REFERENCE FORM	PRICE AMOUNT ($)
Labor	OMP-LS	$ 5,947,599.32
Materials	OMP-MS	$ 1,913,300.68
ANNUAL LABOR AND MATERIAL TOTAL FIXED PRICE FOR YEAR _10___ (*)		**$ 7,860,900.00**

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE PRICING
FORM FOR LABOR CATEGORY OMP-L _1_ (*)
CALCULATION OF FIXED LABOR PRICING DATA FOR YEAR _1__ (**)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a separate Form OMP-L for each Labor Category (see Form OMP-LS for Labor Categories from OMP-LS (OMP-L1 through OMP-L6) for each year of Base Operations and Maintenance. (6 OMP-L Forms for each year for a total of 60 OMP-L Forms). Contractor shall transfer yearly totals from the OMP-L Forms to the appropriate year on Form OMP-LS. All prices shall be in constant United States Dollars as of the Effective Date. The amount will subsequently be escalated per OMSP Section 4.1.

- * Insert number 1 through 6 for each Labor Category (OMP-L1 through OMP-L6 from Form OMP-LS).
- ** Enter the applicable year. Contractor is required to complete separate pricing forms for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	PRICE AMOUNT ($)
	Manager	4	Person	$ 297,534.42	$ 1,190,137.68
	Administrator	1	Person	$ 140,330.02	$ 140,330.02
	Secretary	1	Person	$ 115,461.71	$ 115,461.71
					$
					$
					$
				TOTAL	**$ 1,445,929.41**

OPERATIONS AND MAINTENANCE PRICE PROPOSAL

BASE OPERATIONS AND MAINTENANCE PRICING

FORM FOR LABOR CATEGORY OMP-L _1_ (*)

CALCULATION OF FIXED LABOR PRICING DATA FOR YEAR __2_ (**)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a separate Form OMP-L for each Labor Category (see Form OMP-LS for Labor Categories from OMP-LS (OMP-L1 through OMP-L6) for each year of Base Operations and Maintenance. (6 OMP-L Forms for each year for a total of 60 OMP-L Forms). Contractor shall transfer yearly totals from the OMP-L Forms to the appropriate year on Form OMP-LS. All prices shall be in constant United States Dollars as of the Effective Date. The amount will subsequently be escalated per OMSP Section 4.1.

* Insert number 1 through 6 for each Labor Category (OMP-L1 through OMP-L6 from Form OMP-LS).

** Enter the applicable year. Contractor is required to complete separate pricing forms for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	PRICE AMOUNT ($)
	Manager	4	Person	$ 297,534.42	$ 1,190,137.68
	Administrator	1	Person	$ 140,330.02	$ 140,330.02
	Secretary	1	Person	$ 115,461.71	$ 115,461.71
					$
					$
					$
				TOTAL	**$ 1,445,929.41**

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE PRICING
FORM FOR LABOR CATEGORY OMP-L _1_ (*)
CALCULATION OF FIXED LABOR PRICING DATA FOR YEAR _3__ (**)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a separate Form OMP-L for each Labor Category (see Form OMP-LS for Labor Categories from OMP-LS (OMP-L1 through OMP-L6) for each year of Base Operations and Maintenance. (6 OMP-L Forms for each year for a total of 60 OMP-L Forms). Contractor shall transfer yearly totals from the OMP-L Forms to the appropriate year on Form OMP-LS. All prices shall be in constant United States Dollars as of the Effective Date. The amount will subsequently be escalated per OMSP Section 4.1.

* Insert number 1 through 6 for each Labor Category (OMP-L1 through OMP-L6 from Form OMP-LS).

** Enter the applicable year. Contractor is required to complete separate pricing forms for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	PRICE AMOUNT ($)
	Manager	4	Person	$ 297,534.42	$ 1,190,137.68
	Administrator	1	Person	$ 140,330.02	$ 140,330.02
	Secretary	1	Person	$ 115,461.71	$ 115,461.71
					$
					$
					$
				TOTAL	**$ 1,445,929.41**

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE PRICING
FORM FOR LABOR CATEGORY OMP-L _1_ (*)
CALCULATION OF FIXED LABOR PRICING DATA FOR YEAR _4__ (**)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a separate Form OMP-L for each Labor Category (see Form OMP-LS for Labor Categories from OMP-LS (OMP-L1 through OMP-L6) for each year of Base Operations and Maintenance. (6 OMP-L Forms for each year for a total of 60 OMP-L Forms). Contractor shall transfer yearly totals from the OMP-L Forms to the appropriate year on Form OMP-LS. All prices shall be in constant United States Dollars as of the Effective Date. The amount will subsequently be escalated per OMSP Section 4.1.

* Insert number 1 through 6 for each Labor Category (OMP-L1 through OMP-L6 from Form OMP-LS).

** Enter the applicable year. Contractor is required to complete separate pricing forms for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	PRICE AMOUNT ($)
	Manager	4	Person	$ 297,534.42	$ 1,190,137.68
	Administrator	1	Person	$ 140,330.02	$ 140,330.02
	Secretary	1	Person	$ 115,461.71	$ 115,461.71
					$
					$
					$
				TOTAL	**$ 1,445,929.41**

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE PRICING
FORM FOR LABOR CATEGORY OMP-L _1_ (*)
CALCULATION OF FIXED LABOR PRICING DATA FOR YEAR _5__ (**)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a separate Form OMP-L for each Labor Category (see Form OMP-LS for Labor Categories from OMP-LS (OMP-L1 through OMP-L6) for each year of Base Operations and Maintenance. (6 OMP-L Forms for each year for a total of 60 OMP-L Forms). Contractor shall transfer yearly totals from the OMP-L Forms to the appropriate year on Form OMP-LS. All prices shall be in constant United States Dollars as of the Effective Date. The amount will subsequently be escalated per OMSP Section 4.1.

* Insert number 1 through 6 for each Labor Category (OMP-L1 through OMP-L6 from Form OMP-LS).

** Enter the applicable year. Contractor is required to complete separate pricing forms for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	PRICE AMOUNT ($)
	Manager	4	Person	$ 297,534.42	$ 1,190,137.68
	Administrator	1	Person	$ 140,330.02	$ 140,330.02
	Secretary	1	Person	$ 115,461.71	$ 115,461.71
					$
					$
					$
				TOTAL	**$ 1,445,929.41**

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE PRICING
FORM FOR LABOR CATEGORY OMP-L _1_ (*)
CALCULATION OF FIXED LABOR PRICING DATA FOR YEAR _6__ (**)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a separate Form OMP-L for each Labor Category (see Form OMP-LS for Labor Categories from OMP-LS (OMP-L1 through OMP-L6) for each year of Base Operations and Maintenance. (6 OMP-L Forms for each year for a total of 60 OMP-L Forms). Contractor shall transfer yearly totals from the OMP-L Forms to the appropriate year on Form OMP-LS. All prices shall be in constant United States Dollars as of the Effective Date. The amount will subsequently be escalated per OMSP Section 4.1.

* Insert number 1 through 6 for each Labor Category (OMP-L1 through OMP-L6 from Form OMP-LS).

** Enter the applicable year. Contractor is required to complete separate pricing forms for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	PRICE AMOUNT ($)
	Manager	4	Person	$ 297,534.42	$ 1,190,137.68
	Administrator	1	Person	$ 140,330.02	$ 140,330.02
	Secretary	1	Person	$ 115,461.71	$ 115,461.71
					$
					$
					$
				TOTAL	**$ 1,445,929.41**

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE PRICING
FORM FOR LABOR CATEGORY OMP-L _1_ (*)
CALCULATION OF FIXED LABOR PRICING DATA FOR YEAR __7_ (**)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a separate Form OMP-L for each Labor Category (see Form OMP-LS for Labor Categories from OMP-LS (OMP-L1 through OMP-L6) for each year of Base Operations and Maintenance. (6 OMP-L Forms for each year for a total of 60 OMP-L Forms). Contractor shall transfer yearly totals from the OMP-L Forms to the appropriate year on Form OMP-LS. All prices shall be in constant United States Dollars as of the Effective Date. The amount will subsequently be escalated per OMSP Section 4.1.

* Insert number 1 through 6 for each Labor Category (OMP-L1 through OMP-L6 from Form OMP-LS).

** Enter the applicable year. Contractor is required to complete separate pricing forms for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	PRICE AMOUNT ($)
	Manager	4	Person	$ 297,534.42	$ 1,190,137.68
	Administrator	1	Person	$ 140,330.02	$ 140,330.02
	Secretary	1	Person	$ 115,461.71	$ 115,461.71
					$
					$
					$
				TOTAL	**$ 1,445,929.41**

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE PRICING
FORM FOR LABOR CATEGORY OMP-L _1_ (*)
CALCULATION OF FIXED LABOR PRICING DATA FOR YEAR _8__ (**)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a separate Form OMP-L for each Labor Category (see Form OMP-LS for Labor Categories from OMP-LS (OMP-L1 through OMP-L6) for each year of Base Operations and Maintenance. (6 OMP-L Forms for each year for a total of 60 OMP-L Forms). Contractor shall transfer yearly totals from the OMP-L Forms to the appropriate year on Form OMP-LS. All prices shall be in constant United States Dollars as of the Effective Date. The amount will subsequently be escalated per OMSP Section 4.1.

- * Insert number 1 through 6 for each Labor Category (OMP-L1 through OMP-L6 from Form OMP-LS).
- ** Enter the applicable year. Contractor is required to complete separate pricing forms for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	PRICE AMOUNT ($)
	Manager	4	Person	$ 297,534.42	$ 1,190,137.68
	Administrator	1	Person	$ 140,330.02	$ 140,330.02
	Secretary	1	Person	$ 115,461.71	$ 115,461.71
					$
					$
					$
				TOTAL	**$ 1,445,929.41**

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE PRICING
FORM FOR LABOR CATEGORY OMP-L _1_ (*)
CALCULATION OF FIXED LABOR PRICING DATA FOR YEAR _9__ (**)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a separate Form OMP-L for each Labor Category (see Form OMP-LS for Labor Categories from OMP-LS (OMP-L1 through OMP-L6) for each year of Base Operations and Maintenance. (6 OMP-L Forms for each year for a total of 60 OMP-L Forms). Contractor shall transfer yearly totals from the OMP-L Forms to the appropriate year on Form OMP-LS. All prices shall be in constant United States Dollars as of the Effective Date. The amount will subsequently be escalated per OMSP Section 4.1.

* Insert number 1 through 6 for each Labor Category (OMP-L1 through OMP-L6 from Form OMP-LS).

** Enter the applicable year. Contractor is required to complete separate pricing forms for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	PRICE AMOUNT ($)
	Manager	4	Person	$ 297,534.42	$ 1,190,137.68
	Administrator	1	Person	$ 140,330.02	$ 140,330.02
	Secretary	1	Person	$ 115,461.71	$ 115,461.71
					$
					$
					$
				TOTAL	**$ 1,445,929.41**

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE PRICING

FORM FOR LABOR CATEGORY OMP-L _1_ (*)

CALCULATION OF FIXED LABOR PRICING DATA FOR YEAR _10__ (**)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a separate Form OMP-L for each Labor Category (see Form OMP-LS for Labor Categories from OMP-LS (OMP-L1 through OMP-L6) for each year of Base Operations and Maintenance. (6 OMP-L Forms for each year for a total of 60 OMP-L Forms). Contractor shall transfer yearly totals from the OMP-L Forms to the appropriate year on Form OMP-LS. All prices shall be in constant United States Dollars as of the Effective Date. The amount will subsequently be escalated per OMSP Section 4.1.

* Insert number 1 through 6 for each Labor Category (OMP-L1 through OMP-L6 from Form OMP-LS).

** Enter the applicable year. Contractor is required to complete separate pricing forms for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	PRICE AMOUNT ($)
	Manager	4	Person	$ 297,534.42	$ 1,190,137.68
	Administrator	1	Person	$ 140,330.02	$ 140,330.02
	Secretary	1	Person	$ 115,461.71	$ 115,461.71
					$
					$
					$
				TOTAL	**$ 1,445,929.41**

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE PRICING
FORM FOR LABOR CATEGORY OMP-L _2_ (*)
CALCULATION OF FIXED LABOR PRICING DATA FOR YEAR __1_ (**)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a separate Form OMP-L for each Labor Category (see Form OMP-LS for Labor Categories from OMP-LS (OMP-L1 through OMP-L6) for each year of Base Operations and Maintenance. (6 OMP-L Forms for each year for a total of 60 OMP-L Forms). Contractor shall transfer yearly totals from the OMP-L Forms to the appropriate year on Form OMP-LS. All prices shall be in constant United States Dollars as of the Effective Date. The amount will subsequently be escalated per OMSP Section 4.1.

* Insert number 1 through 6 for each Labor Category (OMP-L1 through OMP-L6 from Form OMP-LS).

** Enter the applicable year. Contractor is required to complete separate pricing forms for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	PRICE AMOUNT ($)
	Center Control Operator	9	Person	$119,013.78	$1,071,124.02
					$
					$
					$
					$
					$
				TOTAL	$ 1,071,124.02

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE PRICING
FORM FOR LABOR CATEGORY OMP-L _2_ (*)
CALCULATION OF FIXED LABOR PRICING DATA FOR YEAR _2__ (**)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a separate Form OMP-L for each Labor Category (see Form OMP-LS for Labor Categories from OMP-LS (OMP-L1 through OMP-L6) for each year of Base Operations and Maintenance. (6 OMP-L Forms for each year for a total of 60 OMP-L Forms). Contractor shall transfer yearly totals from the OMP-L Forms to the appropriate year on Form OMP-LS. All prices shall be in constant United States Dollars as of the Effective Date. The amount will subsequently be escalated per OMSP Section 4.1.

* Insert number 1 through 6 for each Labor Category (OMP-L1 through OMP-L6 from Form OMP-LS).

** Enter the applicable year. Contractor is required to complete separate pricing forms for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	PRICE AMOUNT ($)
	Center Control Operator	9	Person	$ 119,013.78	$ 1,071,124.02
					$
					$
					$
					$
					$
				TOTAL	**$ 1,071,124.02**

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE PRICING
FORM FOR LABOR CATEGORY OMP-L _2_ (*)
CALCULATION OF FIXED LABOR PRICING DATA FOR YEAR _3__ (**)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a separate Form OMP-L for each Labor Category (see Form OMP-LS for Labor Categories from OMP-LS (OMP-L1 through OMP-L6) for each year of Base Operations and Maintenance. (6 OMP-L Forms for each year for a total of 60 OMP-L Forms). Contractor shall transfer yearly totals from the OMP-L Forms to the appropriate year on Form OMP-LS. All prices shall be in constant United States Dollars as of the Effective Date. The amount will subsequently be escalated per OMSP Section 4.1.

* Insert number 1 through 6 for each Labor Category (OMP-L1 through OMP-L6 from Form OMP-LS).

** Enter the applicable year. Contractor is required to complete separate pricing forms for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	PRICE AMOUNT ($)
	Center Control Operator	9	Person	$ 119,013.78	$ 1,071,124.02
					$
					$
					$
					$
					$
				TOTAL	**$ 1,071,124.02**

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE PRICING
FORM FOR LABOR CATEGORY OMP-L _2_ (*)
CALCULATION OF FIXED LABOR PRICING DATA FOR YEAR _4__ (**)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a separate Form OMP-L for each Labor Category (see Form OMP-LS for Labor Categories from OMP-LS (OMP-L1 through OMP-L6) for each year of Base Operations and Maintenance. (6 OMP-L Forms for each year for a total of 60 OMP-L Forms). Contractor shall transfer yearly totals from the OMP-L Forms to the appropriate year on Form OMP-LS. All prices shall be in constant United States Dollars as of the Effective Date. The amount will subsequently be escalated per OMSP Section 4.1.

* Insert number 1 through 6 for each Labor Category (OMP-L1 through OMP-L6 from Form OMP-LS).

** Enter the applicable year. Contractor is required to complete separate pricing forms for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	PRICE AMOUNT ($)
	Center Control Operator	9	Person	$119,013.78	$1,071,124.02
					$
					$
					$
					$
					$
				TOTAL	**$ 1,071,124.02**

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE PRICING
FORM FOR LABOR CATEGORY OMP-L _2_ (*)
CALCULATION OF FIXED LABOR PRICING DATA FOR YEAR _5__ (**)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a separate Form OMP-L for each Labor Category (see Form OMP-LS for Labor Categories from OMP-LS (OMP-L1 through OMP-L6) for each year of Base Operations and Maintenance. (6 OMP-L Forms for each year for a total of 60 OMP-L Forms). Contractor shall transfer yearly totals from the OMP-L Forms to the appropriate year on Form OMP-LS. All prices shall be in constant United States Dollars as of the Effective Date. The amount will subsequently be escalated per OMSP Section 4.1.

* Insert number 1 through 6 for each Labor Category (OMP-L1 through OMP-L6 from Form OMP-LS).

** Enter the applicable year. Contractor is required to complete separate pricing forms for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	PRICE AMOUNT ($)
	Center Control Operator	9	Person	$119,013.78	$1,071,124.02
					$
					$
					$
					$
					$
				TOTAL	$ 1,071,124.02

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE PRICING
FORM FOR LABOR CATEGORY OMP-L _2_ (*)
CALCULATION OF FIXED LABOR PRICING DATA FOR YEAR __6_ (**)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a separate Form OMP-L for each Labor Category (see Form OMP-LS for Labor Categories from OMP-LS (OMP-L1 through OMP-L6) for each year of Base Operations and Maintenance. (6 OMP-L Forms for each year for a total of 60 OMP-L Forms). Contractor shall transfer yearly totals from the OMP-L Forms to the appropriate year on Form OMP-LS. All prices shall be in constant United States Dollars as of the Effective Date. The amount will subsequently be escalated per OMSP Section 4.1.

* Insert number 1 through 6 for each Labor Category (OMP-L1 through OMP-L6 from Form OMP-LS).

** Enter the applicable year. Contractor is required to complete separate pricing forms for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	PRICE AMOUNT ($)
	Center Control Operator	9	Person	$ 119,013.78	$ 1,071,124.02
					$
					$
					$
					$
					$
				TOTAL	**$ 1,071,124.02**

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE PRICING
FORM FOR LABOR CATEGORY OMP-L _2_ (*)
CALCULATION OF FIXED LABOR PRICING DATA FOR YEAR _7__ (**)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a separate Form OMP-L for each Labor Category (see Form OMP-LS for Labor Categories from OMP-LS (OMP-L1 through OMP-L6) for each year of Base Operations and Maintenance. (6 OMP-L Forms for each year for a total of 60 OMP-L Forms). Contractor shall transfer yearly totals from the OMP-L Forms to the appropriate year on Form OMP-LS. All prices shall be in constant United States Dollars as of the Effective Date. The amount will subsequently be escalated per OMSP Section 4.1.

* Insert number 1 through 6 for each Labor Category (OMP-L1 through OMP-L6 from Form OMP-LS).

** Enter the applicable year. Contractor is required to complete separate pricing forms for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	PRICE AMOUNT ($)
	Center Control Operator	9	Person	$ 119,013.78	$ 1,071,124.02
					$
					$
					$
					$
					$
				TOTAL	**$ 1,071,124.02**

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE PRICING
FORM FOR LABOR CATEGORY OMP-L _2_ (*)
CALCULATION OF FIXED LABOR PRICING DATA FOR YEAR _8__ (**)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a separate Form OMP-L for each Labor Category (see Form OMP-LS for Labor Categories from OMP-LS (OMP-L1 through OMP-L6) for each year of Base Operations and Maintenance. (6 OMP-L Forms for each year for a total of 60 OMP-L Forms). Contractor shall transfer yearly totals from the OMP-L Forms to the appropriate year on Form OMP-LS. All prices shall be in constant United States Dollars as of the Effective Date. The amount will subsequently be escalated per OMSP Section 4.1.

- * Insert number 1 through 6 for each Labor Category (OMP-L1 through OMP-L6 from Form OMP-LS).
- ** Enter the applicable year. Contractor is required to complete separate pricing forms for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	PRICE AMOUNT ($)
	Center Control Operator	9	Person	$ 119,013.78	$ 1,071,124.02
					$
					$
					$
					$
					$
				TOTAL	**$ 1,071,124.02**

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE PRICING
FORM FOR LABOR CATEGORY OMP-L _2_ (*)
CALCULATION OF FIXED LABOR PRICING DATA FOR YEAR _9__ (**)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a separate Form OMP-L for each Labor Category (see Form OMP-LS for Labor Categories from OMP-LS (OMP-L1 through OMP-L6) for each year of Base Operations and Maintenance. (6 OMP-L Forms for each year for a total of 60 OMP-L Forms). Contractor shall transfer yearly totals from the OMP-L Forms to the appropriate year on Form OMP-LS. All prices shall be in constant United States Dollars as of the Effective Date. The amount will subsequently be escalated per OMSP Section 4.1.

* Insert number 1 through 6 for each Labor Category (OMP-L1 through OMP-L6 from Form OMP-LS).

** Enter the applicable year. Contractor is required to complete separate pricing forms for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	PRICE AMOUNT ($)
	Center Control Operator	9	Person	$ 119,013.78	$ 1,071,124.02
					$
					$
					$
					$
					$
				TOTAL	**$ 1,071,124.02**

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE PRICING
FORM FOR LABOR CATEGORY OMP-L _2_ (*)
CALCULATION OF FIXED LABOR PRICING DATA FOR YEAR _10__ (**)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a separate Form OMP-L for each Labor Category (see Form OMP-LS for Labor Categories from OMP-LS (OMP-L1 through OMP-L6) for each year of Base Operations and Maintenance. (6 OMP-L Forms for each year for a total of 60 OMP-L Forms). Contractor shall transfer yearly totals from the OMP-L Forms to the appropriate year on Form OMP-LS. All prices shall be in constant United States Dollars as of the Effective Date. The amount will subsequently be escalated per OMSP Section 4.1.

* Insert number 1 through 6 for each Labor Category (OMP-L1 through OMP-L6 from Form OMP-LS).

** Enter the applicable year. Contractor is required to complete separate pricing forms for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	PRICE AMOUNT ($)
	Center Control Operator	9	Person	$ 119,013.78	$ 1,071,124.02
					$
					$
					$
					$
					$
				TOTAL	**$ 1,071,124.02**

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE PRICING
FORM FOR LABOR CATEGORY OMP-L _3_ (*)
CALCULATION OF FIXED LABOR PRICING DATA FOR YEAR _1__ (**)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a separate Form OMP-L for each Labor Category (see Form OMP-LS for Labor Categories from OMP-LS (OMP-L1 through OMP-L6) for each year of Base Operations and Maintenance. (6 OMP-L Forms for each year for a total of 60 OMP-L Forms). Contractor shall transfer yearly totals from the OMP-L Forms to the appropriate year on Form OMP-LS. All prices shall be in constant United States Dollars as of the Effective Date. The amount will subsequently be escalated per OMSP Section 4.1.

* Insert number 1 through 6 for each Labor Category (OMP-L1 through OMP-L6 from Form OMP-LS).

** Enter the applicable year. Contractor is required to complete separate pricing forms for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	PRICE AMOUNT ($)
Electrical	Vehicle Maintenance	6	Person	$ 140,329.63	$ 841,977.78
Electrical	Wayside Maintenance	2	Person	$ 118,125.67	$ 236,251.34
					$
					$
					$
					$
				TOTAL	**$ 1,078.229.12**

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE PRICING
FORM FOR LABOR CATEGORY OMP-L _3_ (*)
CALCULATION OF FIXED LABOR PRICING DATA FOR YEAR _2__ (**)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a separate Form OMP-L for each Labor Category (see Form OMP-LS for Labor Categories from OMP-LS (OMP-L1 through OMP-L6) for each year of Base Operations and Maintenance. (6 OMP-L Forms for each year for a total of 60 OMP-L Forms). Contractor shall transfer yearly totals from the OMP-L Forms to the appropriate year on Form OMP-LS. All prices shall be in constant United States Dollars as of the Effective Date. The amount will subsequently be escalated per OMSP Section 4.1.

* Insert number 1 through 6 for each Labor Category (OMP-L1 through OMP-L6 from Form OMP-LS).

** Enter the applicable year. Contractor is required to complete separate pricing forms for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	PRICE AMOUNT ($)
Electrical	Vehicle Maintenance	6	Person	$ 140,329.63	$ 841,977.78
Electrical	Wayside Maintenance	2	Person	$ 118,125.67	$ 236,251.34
					$
					$
					$
					$
				TOTAL	$ 1,078.229.12

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE PRICING
FORM FOR LABOR CATEGORY OMP-L _3_ (*)
CALCULATION OF FIXED LABOR PRICING DATA FOR YEAR _3__ (**)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a separate Form OMP-L for each Labor Category (see Form OMP-LS for Labor Categories from OMP-LS (OMP-L1 through OMP-L6) for each year of Base Operations and Maintenance. (6 OMP-L Forms for each year for a total of 60 OMP-L Forms). Contractor shall transfer yearly totals from the OMP-L Forms to the appropriate year on Form OMP-LS. All prices shall be in constant United States Dollars as of the Effective Date. The amount will subsequently be escalated per OMSP Section 4.1.

* Insert number 1 through 6 for each Labor Category (OMP-L1 through OMP-L6 from Form OMP-LS).

** Enter the applicable year. Contractor is required to complete separate pricing forms for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	PRICE AMOUNT ($)
Electrical	Vehicle Maintenance	6	Person	$ 140,329.63	$ 841,977.78
Electrical	Wayside Maintenance	2	Person	$ 118,125.67	$ 236,251.34
					$
					$
					$
					$
				TOTAL	$ 1,078.229.12

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE PRICING
FORM FOR LABOR CATEGORY OMP-L _3_ (*)
CALCULATION OF FIXED LABOR PRICING DATA FOR YEAR __4_ (**)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a separate Form OMP-L for each Labor Category (see Form OMP-LS for Labor Categories from OMP-LS (OMP-L1 through OMP-L6) for each year of Base Operations and Maintenance. (6 OMP-L Forms for each year for a total of 60 OMP-L Forms). Contractor shall transfer yearly totals from the OMP-L Forms to the appropriate year on Form OMP-LS. All prices shall be in constant United States Dollars as of the Effective Date. The amount will subsequently be escalated per OMSP Section 4.1.

* Insert number 1 through 6 for each Labor Category (OMP-L1 through OMP-L6 from Form OMP-LS).

** Enter the applicable year. Contractor is required to complete separate pricing forms for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	PRICE AMOUNT ($)
Electrical	Vehicle Maintenance	6	Person	$ 140,329.63	$ 841,977.78
Electrical	Wayside Maintenance	2	Person	$ 118,125.67	$ 236,251.34
					$
					$
					$
					$
				TOTAL	**$ 1,078.229.12**

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE PRICING
FORM FOR LABOR CATEGORY OMP-L _3_ (*)
CALCULATION OF FIXED LABOR PRICING DATA FOR YEAR _5__ (**)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a separate Form OMP-L for each Labor Category (see Form OMP-LS for Labor Categories from OMP-LS (OMP-L1 through OMP-L6) for each year of Base Operations and Maintenance. (6 OMP-L Forms for each year for a total of 60 OMP-L Forms). Contractor shall transfer yearly totals from the OMP-L Forms to the appropriate year on Form OMP-LS. All prices shall be in constant United States Dollars as of the Effective Date. The amount will subsequently be escalated per OMSP Section 4.1.

* Insert number 1 through 6 for each Labor Category (OMP-L1 through OMP-L6 from Form OMP-LS).

** Enter the applicable year. Contractor is required to complete separate pricing forms for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	PRICE AMOUNT ($)
Electrical	Vehicle Maintenance	6	Person	$ 140,329.63	$ 841,977.78
Electrical	Wayside Maintenance	2	Person	$ 118,125.67	$ 236,251.34
					$
					$
					$
					$
				TOTAL	$ 1,078.229.12

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE PRICING
FORM FOR LABOR CATEGORY OMP-L _3_ (*)
CALCULATION OF FIXED LABOR PRICING DATA FOR YEAR _6__ (**)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a separate Form OMP-L for each Labor Category (see Form OMP-LS for Labor Categories from OMP-LS (OMP-L1 through OMP-L6) for each year of Base Operations and Maintenance. (6 OMP-L Forms for each year for a total of 60 OMP-L Forms). Contractor shall transfer yearly totals from the OMP-L Forms to the appropriate year on Form OMP-LS. All prices shall be in constant United States Dollars as of the Effective Date. The amount will subsequently be escalated per OMSP Section 4.1.

* Insert number 1 through 6 for each Labor Category (OMP-L1 through OMP-L6 from Form OMP-LS).

** Enter the applicable year. Contractor is required to complete separate pricing forms for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	PRICE AMOUNT ($)
Electrical	Vehicle Maintenance	6	Person	$140,329.63	$ 841,977.78
Electrical	Wayside Maintenance	2	Person	$118,125.67	$ 236,251.34
					$
					$
					$
					$
				TOTAL	**$ 1,078.229.12**

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE PRICING
FORM FOR LABOR CATEGORY OMP-L _3_ (*)
CALCULATION OF FIXED LABOR PRICING DATA FOR YEAR _7__ (**)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a separate Form OMP-L for each Labor Category (see Form OMP-LS for Labor Categories from OMP-LS (OMP-L1 through OMP-L6) for each year of Base Operations and Maintenance. (6 OMP-L Forms for each year for a total of 60 OMP-L Forms). Contractor shall transfer yearly totals from the OMP-L Forms to the appropriate year on Form OMP-LS. All prices shall be in constant United States Dollars as of the Effective Date. The amount will subsequently be escalated per OMSP Section 4.1.

* Insert number 1 through 6 for each Labor Category (OMP-L1 through OMP-L6 from Form OMP-LS).

** Enter the applicable year. Contractor is required to complete separate pricing forms for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	PRICE AMOUNT ($)
Electrical	Vehicle Maintenance	6	Person	$ 140,329.63	$ 841,977.78
Electrical	Wayside Maintenance	2	Person	$ 118,125.67	$ 236,251.34
					$
					$
					$
					$
				TOTAL	**$ 1,078.229.12**

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE PRICING
FORM FOR LABOR CATEGORY OMP-L _3_ (*)
CALCULATION OF FIXED LABOR PRICING DATA FOR YEAR _8__ (**)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a separate Form OMP-L for each Labor Category (see Form OMP-LS for Labor Categories from OMP-LS (OMP-L1 through OMP-L6) for each year of Base Operations and Maintenance. (6 OMP-L Forms for each year for a total of 60 OMP-L Forms). Contractor shall transfer yearly totals from the OMP-L Forms to the appropriate year on Form OMP-LS. All prices shall be in constant United States Dollars as of the Effective Date. The amount will subsequently be escalated per OMSP Section 4.1.

* Insert number 1 through 6 for each Labor Category (OMP-L1 through OMP-L6 from Form OMP-LS).

** Enter the applicable year. Contractor is required to complete separate pricing forms for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	PRICE AMOUNT ($)
Electrical	Vehicle Maintenance	6	Person	**$ 140,329.63**	**$ 841,977.78**
Electrical	Wayside Maintenance	2	Person	**$ 118,125.67**	**$ 236,251.34**
					$
					$
					$
					$
				TOTAL	**$ 1,078.229.12**

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE PRICING
FORM FOR LABOR CATEGORY OMP-L _3_ (*)
CALCULATION OF FIXED LABOR PRICING DATA FOR YEAR __9_ (**)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a separate Form OMP-L for each Labor Category (see Form OMP-LS for Labor Categories from OMP-LS (OMP-L1 through OMP-L6) for each year of Base Operations and Maintenance. (6 OMP-L Forms for each year for a total of 60 OMP-L Forms). Contractor shall transfer yearly totals from the OMP-L Forms to the appropriate year on Form OMP-LS. All prices shall be in constant United States Dollars as of the Effective Date. The amount will subsequently be escalated per OMSP Section 4.1.

* Insert number 1 through 6 for each Labor Category (OMP-L1 through OMP-L6 from Form OMP-LS).

** Enter the applicable year. Contractor is required to complete separate pricing forms for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	PRICE AMOUNT ($)
Electrical	Vehicle Maintenance	6	Person	$ 140,329.63	$ 841,977.78
Electrical	Wayside Maintenance	2	Person	$ 118,125.67	$ 236,251.34
					$
					$
					$
					$
				TOTAL	**$ 1,078.229.12**

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE PRICING
FORM FOR LABOR CATEGORY OMP-L _3_ (*)
CALCULATION OF FIXED LABOR PRICING DATA FOR YEAR _10__ (**)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a separate Form OMP-L for each Labor Category (see Form OMP-LS for Labor Categories from OMP-LS (OMP-L1 through OMP-L6) for each year of Base Operations and Maintenance. (6 OMP-L Forms for each year for a total of 60 OMP-L Forms). Contractor shall transfer yearly totals from the OMP-L Forms to the appropriate year on Form OMP-LS. All prices shall be in constant United States Dollars as of the Effective Date. The amount will subsequently be escalated per OMSP Section 4.1.

* Insert number 1 through 6 for each Labor Category (OMP-L1 through OMP-L6 from Form OMP-LS).

** Enter the applicable year. Contractor is required to complete separate pricing forms for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	PRICE AMOUNT ($)
Electrical	Vehicle Maintenance	6	Person	$ 140,329.63	$ 841,977.78
Electrical	Wayside Maintenance	2	Person	$ 118,125.67	$ 236,251.34
					$
					$
					$
					$
				TOTAL	$ 1,078.229.12

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE PRICING
FORM FOR LABOR CATEGORY OMP-L _4_ (*)
CALCULATION OF FIXED LABOR PRICING DATA FOR YEAR __1_ (**)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a separate Form OMP-L for each Labor Category (see Form OMP-LS for Labor Categories from OMP-LS (OMP-L1 through OMP-L6) for each year of Base Operations and Maintenance. (6 OMP-L Forms for each year for a total of 60 OMP-L Forms). Contractor shall transfer yearly totals from the OMP-L Forms to the appropriate year on Form OMP-LS. All prices shall be in constant United States Dollars as of the Effective Date. The amount will subsequently be escalated per OMSP Section 4.1.

* Insert number 1 through 6 for each Labor Category (OMP-L1 through OMP-L6 from Form OMP-LS).
** Enter the applicable year. Contractor is required to complete separate pricing forms for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	PRICE AMOUNT ($)
Mechanical	Vehicle Maintenance	6	Person	$ 135,000.73	$ 810,004.38
Mechanical	Wayside Maintenance	2	Person	$ 112,352.58	$ 224,705.16
					$
					$
					$
					$
				TOTAL	$ 1,034.709.54

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE PRICING
FORM FOR LABOR CATEGORY OMP-L _4_ (*)
CALCULATION OF FIXED LABOR PRICING DATA FOR YEAR _2__ (**)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a separate Form OMP-L for each Labor Category (see Form OMP-LS for Labor Categories from OMP-LS (OMP-L1 through OMP-L6) for each year of Base Operations and Maintenance. (6 OMP-L Forms for each year for a total of 60 OMP-L Forms). Contractor shall transfer yearly totals from the OMP-L Forms to the appropriate year on Form OMP-LS. All prices shall be in constant United States Dollars as of the Effective Date. The amount will subsequently be escalated per OMSP Section 4.1.

* Insert number 1 through 6 for each Labor Category (OMP-L1 through OMP-L6 from Form OMP-LS).

** Enter the applicable year. Contractor is required to complete separate pricing forms for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	PRICE AMOUNT ($)
Mechanical	Vehicle Maintenance	6	Person	$ 135,000.73	$ 810,004.38
Mechanical	Wayside Maintenance	2	Person	$ 112,352.58	$ 224,705.16
					$
					$
					$
					$
				TOTAL	$ 1,034.709.54

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE PRICING
FORM FOR LABOR CATEGORY OMP-L _4_ (*)
CALCULATION OF FIXED LABOR PRICING DATA FOR YEAR _3__ (**)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a separate Form OMP-L for each Labor Category (see Form OMP-LS for Labor Categories from OMP-LS (OMP-L1 through OMP-L6) for each year of Base Operations and Maintenance. (6 OMP-L Forms for each year for a total of 60 OMP-L Forms). Contractor shall transfer yearly totals from the OMP-L Forms to the appropriate year on Form OMP-LS. All prices shall be in constant United States Dollars as of the Effective Date. The amount will subsequently be escalated per OMSP Section 4.1.

* Insert number 1 through 6 for each Labor Category (OMP-L1 through OMP-L6 from Form OMP-LS).

** Enter the applicable year. Contractor is required to complete separate pricing forms for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	PRICE AMOUNT ($)
Mechanical	Vehicle Maintenance	6	Person	$ 135,000.73	$ 810,004.38
Mechanical	Wayside Maintenance	2	Person	$ 112,352.58	$ 224,705.16
					$
					$
					$
					$
				TOTAL	**$ 1,034.709.54**

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE PRICING
FORM FOR LABOR CATEGORY OMP-L _4_ (*)
CALCULATION OF FIXED LABOR PRICING DATA FOR YEAR _4__ (**)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a separate Form OMP-L for each Labor Category (see Form OMP-LS for Labor Categories from OMP-LS (OMP-L1 through OMP-L6) for each year of Base Operations and Maintenance. (6 OMP-L Forms for each year for a total of 60 OMP-L Forms). Contractor shall transfer yearly totals from the OMP-L Forms to the appropriate year on Form OMP-LS. All prices shall be in constant United States Dollars as of the Effective Date. The amount will subsequently be escalated per OMSP Section 4.1.

* Insert number 1 through 6 for each Labor Category (OMP-L1 through OMP-L6 from Form OMP-LS).

** Enter the applicable year. Contractor is required to complete separate pricing forms for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	PRICE AMOUNT ($)
Mechanical	Vehicle Maintenance	6	Person	$ 135,000.73	$ 810,004.38
Mechanical	Wayside Maintenance	2	Person	$ 112,352.58	$ 224,705.16
					$
					$
					$
					$
				TOTAL	**$ 1,034.709.54**

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE PRICING
FORM FOR LABOR CATEGORY OMP-L _4_ (*)
CALCULATION OF FIXED LABOR PRICING DATA FOR YEAR _5__ (**)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a separate Form OMP-L for each Labor Category (see Form OMP-LS for Labor Categories from OMP-LS (OMP-L1 through OMP-L6) for each year of Base Operations and Maintenance. (6 OMP-L Forms for each year for a total of 60 OMP-L Forms). Contractor shall transfer yearly totals from the OMP-L Forms to the appropriate year on Form OMP-LS. All prices shall be in constant United States Dollars as of the Effective Date. The amount will subsequently be escalated per OMSP Section 4.1.

* Insert number 1 through 6 for each Labor Category (OMP-L1 through OMP-L6 from Form OMP-LS).

** Enter the applicable year. Contractor is required to complete separate pricing forms for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	PRICE AMOUNT ($)
Mechanical	Vehicle Maintenance	6	Person	$ 135,000.73	$ 810,004.38
Mechanical	Wayside Maintenance	2	Person	$ 112,352.58	$ 224,705.16
					$
					$
					$
					$
				TOTAL	**$ 1,034.709.54**

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE PRICING
FORM FOR LABOR CATEGORY OMP-L _4_ (*)
CALCULATION OF FIXED LABOR PRICING DATA FOR YEAR __6_ (**)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a separate Form OMP-L for each Labor Category (see Form OMP-LS for Labor Categories from OMP-LS (OMP-L1 through OMP-L6) for each year of Base Operations and Maintenance. (6 OMP-L Forms for each year for a total of 60 OMP-L Forms). Contractor shall transfer yearly totals from the OMP-L Forms to the appropriate year on Form OMP-LS. All prices shall be in constant United States Dollars as of the Effective Date. The amount will subsequently be escalated per OMSP Section 4.1.

* Insert number 1 through 6 for each Labor Category (OMP-L1 through OMP-L6 from Form OMP-LS).

** Enter the applicable year. Contractor is required to complete separate pricing forms for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	PRICE AMOUNT ($)
Mechanical	Vehicle Maintenance	6	Person	$ 135,000.73	$ 810,004.38
Mechanical	Wayside Maintenance	2	Person	$ 112,352.58	$ 224,705.16
					$
					$
					$
					$
				TOTAL	$ 1,034.709.54

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE PRICING
FORM FOR LABOR CATEGORY OMP-L _4_ (*)
CALCULATION OF FIXED LABOR PRICING DATA FOR YEAR _7__ (**)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a separate Form OMP-L for each Labor Category (see Form OMP-LS for Labor Categories from OMP-LS (OMP-L1 through OMP-L6) for each year of Base Operations and Maintenance. (6 OMP-L Forms for each year for a total of 60 OMP-L Forms). Contractor shall transfer yearly totals from the OMP-L Forms to the appropriate year on Form OMP-LS. All prices shall be in constant United States Dollars as of the Effective Date. The amount will subsequently be escalated per OMSP Section 4.1.

* Insert number 1 through 6 for each Labor Category (OMP-L1 through OMP-L6 from Form OMP-LS).

** Enter the applicable year. Contractor is required to complete separate pricing forms for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	PRICE AMOUNT ($)
Mechanical	Vehicle Maintenance	6	Person	$ 135,000.73	$ 810,004.38
Mechanical	Wayside Maintenance	2	Person	$ 112,352.58	$ 224,705.16
					$
					$
					$
					$
				TOTAL	**$ 1,034.709.54**

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE PRICING
FORM FOR LABOR CATEGORY OMP-L _4_ (*)
CALCULATION OF FIXED LABOR PRICING DATA FOR YEAR _8__ (**)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a separate Form OMP-L for each Labor Category (see Form OMP-LS for Labor Categories from OMP-LS (OMP-L1 through OMP-L6) for each year of Base Operations and Maintenance. (6 OMP-L Forms for each year for a total of 60 OMP-L Forms). Contractor shall transfer yearly totals from the OMP-L Forms to the appropriate year on Form OMP-LS. All prices shall be in constant United States Dollars as of the Effective Date. The amount will subsequently be escalated per OMSP Section 4.1.

* Insert number 1 through 6 for each Labor Category (OMP-L1 through OMP-L6 from Form OMP-LS).

** Enter the applicable year. Contractor is required to complete separate pricing forms for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	PRICE AMOUNT ($)
Mechanical	Vehicle Maintenance	6	Person	$ 135,000.73	$ 810,004.38
Mechanical	Wayside Maintenance	2	Person	$ 112,352.58	$ 224,705.16
					$
					$
					$
					$
				TOTAL	**$ 1,034.709.54**

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE PRICING
FORM FOR LABOR CATEGORY OMP-L _4_ (*)
CALCULATION OF FIXED LABOR PRICING DATA FOR YEAR _9__ (**)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a separate Form OMP-L for each Labor Category (see Form OMP-LS for Labor Categories from OMP-LS (OMP-L1 through OMP-L6) for each year of Base Operations and Maintenance. (6 OMP-L Forms for each year for a total of 60 OMP-L Forms). Contractor shall transfer yearly totals from the OMP-L Forms to the appropriate year on Form OMP-LS. All prices shall be in constant United States Dollars as of the Effective Date. The amount will subsequently be escalated per OMSP Section 4.1.

* Insert number 1 through 6 for each Labor Category (OMP-L1 through OMP-L6 from Form OMP-LS).

** Enter the applicable year. Contractor is required to complete separate pricing forms for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	PRICE AMOUNT ($)
Mechanical	Vehicle Maintenance	6	Person	$ 135,000.73	$ 810,004.38
Mechanical	Wayside Maintenance	2	Person	$ 112,352.58	$ 224,705.16
					$
					$
					$
					$
				TOTAL	**$ 1,034.709.54**

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE PRICING
FORM FOR LABOR CATEGORY OMP-L _4_ (*)
CALCULATION OF FIXED LABOR PRICING DATA FOR YEAR _10__ (**)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a separate Form OMP-L for each Labor Category (see Form OMP-LS for Labor Categories from OMP-LS (OMP-L1 through OMP-L6) for each year of Base Operations and Maintenance. (6 OMP-L Forms for each year for a total of 60 OMP-L Forms). Contractor shall transfer yearly totals from the OMP-L Forms to the appropriate year on Form OMP-LS. All prices shall be in constant United States Dollars as of the Effective Date. The amount will subsequently be escalated per OMSP Section 4.1.

* Insert number 1 through 6 for each Labor Category (OMP-L1 through OMP-L6 from Form OMP-LS).

** Enter the applicable year. Contractor is required to complete separate pricing forms for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	PRICE AMOUNT ($)
Mechanical	Vehicle Maintenance	6	Person	$ 135,000.73	$ 810,004.38
Mechanical	Wayside Maintenance	2	Person	$ 112,352.58	$ 224,705.16
					$
					$
					$
					$
				TOTAL	$ 1,034.709.54

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE PRICING
FORM FOR LABOR CATEGORY OMP-L _5_ (*)
CALCULATION OF FIXED LABOR PRICING DATA FOR YEAR __1_ (**)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a separate Form OMP-L for each Labor Category (see Form OMP-LS for Labor Categories from OMP-LS (OMP-L1 through OMP-L6) for each year of Base Operations and Maintenance. (6 OMP-L Forms for each year for a total of 60 OMP-L Forms). Contractor shall transfer yearly totals from the OMP-L Forms to the appropriate year on Form OMP-LS. All prices shall be in constant United States Dollars as of the Effective Date. The amount will subsequently be escalated per OMSP Section 4.1.

* Insert number 1 through 6 for each Labor Category (OMP-L1 through OMP-L6 from Form OMP-LS).

** Enter the applicable year. Contractor is required to complete separate pricing forms for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	PRICE AMOUNT ($)
Others	Janitor	1	Lot	$ 397,115.73	$ 397,115.73
	Equipment repair	1	Lot	$ 920,491.50	$ 920,491.50
					$
					$
					$
					$
				TOTAL	$ 1,317,607.23

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE PRICING
FORM FOR LABOR CATEGORY OMP-L _5_ (*)
CALCULATION OF FIXED LABOR PRICING DATA FOR YEAR __2_ (**)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a separate Form OMP-L for each Labor Category (see Form OMP-LS for Labor Categories from OMP-LS (OMP-L1 through OMP-L6) for each year of Base Operations and Maintenance. (6 OMP-L Forms for each year for a total of 60 OMP-L Forms). Contractor shall transfer yearly totals from the OMP-L Forms to the appropriate year on Form OMP-LS. All prices shall be in constant United States Dollars as of the Effective Date. The amount will subsequently be escalated per OMSP Section 4.1.

* Insert number 1 through 6 for each Labor Category (OMP-L1 through OMP-L6 from Form OMP-LS).

** Enter the applicable year. Contractor is required to complete separate pricing forms for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	PRICE AMOUNT ($)
Others	Janitor	1	Lot	$ 397,115.73	$ 397,115.73
	Equipment repair	1	Lot	$ 920,491.50	$ 920,491.50
					$
					$
					$
					$
				TOTAL	**$ 1,317,607.23**

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE PRICING
FORM FOR LABOR CATEGORY OMP-L _5_ (*)
CALCULATION OF FIXED LABOR PRICING DATA FOR YEAR __3_ (**)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a separate Form OMP-L for each Labor Category (see Form OMP-LS for Labor Categories from OMP-LS (OMP-L1 through OMP-L6) for each year of Base Operations and Maintenance. (6 OMP-L Forms for each year for a total of 60 OMP-L Forms). Contractor shall transfer yearly totals from the OMP-L Forms to the appropriate year on Form OMP-LS. All prices shall be in constant United States Dollars as of the Effective Date. The amount will subsequently be escalated per OMSP Section 4.1.

- * Insert number 1 through 6 for each Labor Category (OMP-L1 through OMP-L6 from Form OMP-LS).
- ** Enter the applicable year. Contractor is required to complete separate pricing forms for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	PRICE AMOUNT ($)
Others	Janitor	1	Lot	$ 397,115.73	$ 397,115.73
	Equipment repair	1	Lot	$ 920,491.50	$ 920,491.50
					$
					$
					$
					$
				TOTAL	**$ 1,317,607.23**

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE PRICING
FORM FOR LABOR CATEGORY OMP-L _5_ (*)
CALCULATION OF FIXED LABOR PRICING DATA FOR YEAR _4__ (**)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a separate Form OMP-L for each Labor Category (see Form OMP-LS for Labor Categories from OMP-LS (OMP-L1 through OMP-L6) for each year of Base Operations and Maintenance. (6 OMP-L Forms for each year for a total of 60 OMP-L Forms). Contractor shall transfer yearly totals from the OMP-L Forms to the appropriate year on Form OMP-LS. All prices shall be in constant United States Dollars as of the Effective Date. The amount will subsequently be escalated per OMSP Section 4.1.

* Insert number 1 through 6 for each Labor Category (OMP-L1 through OMP-L6 from Form OMP-LS).

** Enter the applicable year. Contractor is required to complete separate pricing forms for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	PRICE AMOUNT ($)
Others	Janitor	1	Lot	$ 397,115.73	$ 397,115.73
	Equipment repair	1	Lot	$ 920,491.50	$ 920,491.50
					$
					$
					$
					$
				TOTAL	**$ 1,317,607.23**

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE PRICING
FORM FOR LABOR CATEGORY OMP-L _5_ (*)
CALCULATION OF FIXED LABOR PRICING DATA FOR YEAR _5__ (**)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a separate Form OMP-L for each Labor Category (see Form OMP-LS for Labor Categories from OMP-LS (OMP-L1 through OMP-L6) for each year of Base Operations and Maintenance. (6 OMP-L Forms for each year for a total of 60 OMP-L Forms). Contractor shall transfer yearly totals from the OMP-L Forms to the appropriate year on Form OMP-LS. All prices shall be in constant United States Dollars as of the Effective Date. The amount will subsequently be escalated per OMSP Section 4.1.

* Insert number 1 through 6 for each Labor Category (OMP-L1 through OMP-L6 from Form OMP-LS).

** Enter the applicable year. Contractor is required to complete separate pricing forms for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	PRICE AMOUNT ($)
Others	Janitor	1	Lot	$ 397,115.73	$ 397,115.73
	Equipment repair	1	Lot	$ 920,491.50	$ 920,491.50
					$
					$
					$
					$
				TOTAL	**$ 1,317,607.23**

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE PRICING
FORM FOR LABOR CATEGORY OMP-L _5_ (*)
CALCULATION OF FIXED LABOR PRICING DATA FOR YEAR __6_ (**)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a separate Form OMP-L for each Labor Category (see Form OMP-LS for Labor Categories from OMP-LS (OMP-L1 through OMP-L6) for each year of Base Operations and Maintenance. (6 OMP-L Forms for each year for a total of 60 OMP-L Forms). Contractor shall transfer yearly totals from the OMP-L Forms to the appropriate year on Form OMP-LS. All prices shall be in constant United States Dollars as of the Effective Date. The amount will subsequently be escalated per OMSP Section 4.1.

* Insert number 1 through 6 for each Labor Category (OMP-L1 through OMP-L6 from Form OMP-LS).

** Enter the applicable year. Contractor is required to complete separate pricing forms for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	PRICE AMOUNT ($)
Others	Janitor	1	Lot	$ 397,115.73	$ 397,115.73
	Equipment repair	1	Lot	$ 920,491.50	$ 920,491.50
					$
					$
					$
					$
				TOTAL	**$ 1,317,607.23**

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE PRICING
FORM FOR LABOR CATEGORY OMP-L _5_ (*)
CALCULATION OF FIXED LABOR PRICING DATA FOR YEAR __7_ (**)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a separate Form OMP-L for each Labor Category (see Form OMP-LS for Labor Categories from OMP-LS (OMP-L1 through OMP-L6) for each year of Base Operations and Maintenance. (6 OMP-L Forms for each year for a total of 60 OMP-L Forms). Contractor shall transfer yearly totals from the OMP-L Forms to the appropriate year on Form OMP-LS. All prices shall be in constant United States Dollars as of the Effective Date. The amount will subsequently be escalated per OMSP Section 4.1.

* Insert number 1 through 6 for each Labor Category (OMP-L1 through OMP-L6 from Form OMP-LS).

** Enter the applicable year. Contractor is required to complete separate pricing forms for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	PRICE AMOUNT ($)
Others	Janitor	1	Lot	$ 397,115.73	$ 397,115.73
	Equipment repair	1	Lot	$ 920,491.50	$ 920,491.50
					$
					$
					$
					$
				TOTAL	**$ 1,317,607.23**

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE PRICING
FORM FOR LABOR CATEGORY OMP-L _5_ (*)
CALCULATION OF FIXED LABOR PRICING DATA FOR YEAR __8_ (**)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a separate Form OMP-L for each Labor Category (see Form OMP-LS for Labor Categories from OMP-LS (OMP-L1 through OMP-L6) for each year of Base Operations and Maintenance. (6 OMP-L Forms for each year for a total of 60 OMP-L Forms). Contractor shall transfer yearly totals from the OMP-L Forms to the appropriate year on Form OMP-LS. All prices shall be in constant United States Dollars as of the Effective Date. The amount will subsequently be escalated per OMSP Section 4.1.

* Insert number 1 through 6 for each Labor Category (OMP-L1 through OMP-L6 from Form OMP-LS).

** Enter the applicable year. Contractor is required to complete separate pricing forms for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	PRICE AMOUNT ($)
Others	Janitor	1	Lot	$ 397,115.73	$ 397,115.73
	Equipment repair	1	Lot	$ 920,491.50	$ 920,491.50
					$
					$
					$
					$
				TOTAL	**$ 1,317,607.23**

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE PRICING
FORM FOR LABOR CATEGORY OMP-L _5_ (*)
CALCULATION OF FIXED LABOR PRICING DATA FOR YEAR _9__ (**)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a separate Form OMP-L for each Labor Category (see Form OMP-LS for Labor Categories from OMP-LS (OMP-L1 through OMP-L6) for each year of Base Operations and Maintenance. (6 OMP-L Forms for each year for a total of 60 OMP-L Forms). Contractor shall transfer yearly totals from the OMP-L Forms to the appropriate year on Form OMP-LS. All prices shall be in constant United States Dollars as of the Effective Date. The amount will subsequently be escalated per OMSP Section 4.1.

* Insert number 1 through 6 for each Labor Category (OMP-L1 through OMP-L6 from Form OMP-LS).

** Enter the applicable year. Contractor is required to complete separate pricing forms for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	PRICE AMOUNT ($)
Others	Janitor	1	Lot	$ 397,115.73	$ 397,115.73
	Equipment repair	1	Lot	$ 920,491.50	$ 920,491.50
					$
					$
					$
					$
				TOTAL	**$ 1,317,607.23**

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE PRICING
FORM FOR LABOR CATEGORY OMP-L _5_ (*)
CALCULATION OF FIXED LABOR PRICING DATA FOR YEAR _10__ (**)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a separate Form OMP-L for each Labor Category (see Form OMP-LS for Labor Categories from OMP-LS (OMP-L1 through OMP-L6) for each year of Base Operations and Maintenance. (6 OMP-L Forms for each year for a total of 60 OMP-L Forms). Contractor shall transfer yearly totals from the OMP-L Forms to the appropriate year on Form OMP-LS. All prices shall be in constant United States Dollars as of the Effective Date. The amount will subsequently be escalated per OMSP Section 4.1.

* Insert number 1 through 6 for each Labor Category (OMP-L1 through OMP-L6 from Form OMP-LS).

** Enter the applicable year. Contractor is required to complete separate pricing forms for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	PRICE AMOUNT ($)
Others	Janitor	1	Lot	$ 397,115.73	$ 397,115.73
	Equipment repair	1	Lot	$ 920,491.50	$ 920,491.50
					$
					$
					$
					$
				TOTAL	**$ 1,317,607.23**

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE PRICING
FORM OMP-LS
SUMMARY OF FIXED LABOR PRICING DATA FOR YEAR __1_ (*)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall transfer totals from each completed Form OMP-L (OMP-L1 through OMP-L6) to this Summary of Fixed Labor Pricing Form OMP-LS for each year of Base Operations and Maintenance. The total of this Form OMP-LS for each year of Base Operations and Maintenance shall be transferred to the appropriate year on Form OMP-A (for a total of 10 OMP-LS Forms). Contractor shall provide all prices to complete this form. Amounts shall be in constant US dollars as of the Effective Date. The amount will be subsequently escalated per OMSP Section 4.1.

* Enter a year. Contractor is required to complete a separate Form OMP-LS for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR SUMMARY				PRICE AMOUNT ($)
ACTIVITY	**CATEGORY**	**REFERENCE FORM**	**QTY**	
1. Administration & Management	Total	OMP-L1		$ 1,445,929.41
2. Operations	Total	OMP-L2		$ 1,071,124.02
3. Maintenance	a. Electrical	OMP-L3		$ 1,078,229.12
	b. Mechanical	OMP-L4		$ 1,034,709.54
	c. Other **	OMP-L5		$ 1,317,607.23
4. Other **	a.	OMP-L6		$
	b.	OMP-L6		$
	c.	OMP-L6		$
TOTAL ANNUAL FIXED LABOR PRICE FOR YEAR __1_ (*)				**$ 5,947,599.32**

** Contractor shall specifically identify these items, expanding this form as necessary.

OPERATIONS AND MAINTENANCE PRICE PROPOSAL

BASE OPERATIONS AND MAINTENANCE PRICING

FORM OMP-LS

SUMMARY OF FIXED LABOR PRICING DATA FOR YEAR _2__ (*)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall transfer totals from each completed Form OMP-L (OMP-L1 through OMP-L6) to this Summary of Fixed Labor Pricing Form OMP-LS for each year of Base Operations and Maintenance. The total of this Form OMP-LS for each year of Base Operations and Maintenance shall be transferred to the appropriate year on Form OMP-A (for a total of 10 OMP-LS Forms). Contractor shall provide all prices to complete this form. Amounts shall be in constant US dollars as of the Effective Date. The amount will be subsequently escalated per OMSP Section 4.1.

* Enter a year. Contractor is required to complete a separate Form OMP-LS for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR SUMMARY				PRICE AMOUNT ($)
ACTIVITY	**CATEGORY**	**REFERENCE FORM**	**QTY**	
1. Administration & Management	Total	OMP-L1		$ 1,445,929.41
2. Operations	Total	OMP-L2		$ 1,071,124.02
3. Maintenance	a. Electrical	OMP-L3		$ 1,078,229.12
	b. Mechanical	OMP-L4		$ 1,034,709.54
	c. Other **	OMP-L5		$ 1,317,607.23
4. Other **	a.	OMP-L6		$
	b.	OMP-L6		$
	c.	OMP-L6		$
TOTAL ANNUAL FIXED LABOR PRICE FOR YEAR __2_ (*)				**$ 5,947,599.32**

** Contractor shall specifically identify these items, expanding this form as necessary.

OPERATIONS AND MAINTENANCE PRICE PROPOSAL

BASE OPERATIONS AND MAINTENANCE PRICING

FORM OMP-LS

SUMMARY OF FIXED LABOR PRICING DATA FOR YEAR _3__ (*)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall transfer totals from each completed Form OMP-L (OMP-L1 through OMP-L6) to this Summary of Fixed Labor Pricing Form OMP-LS for each year of Base Operations and Maintenance. The total of this Form OMP-LS for each year of Base Operations and Maintenance shall be transferred to the appropriate year on Form OMP-A (for a total of 10 OMP-LS Forms). Contractor shall provide all prices to complete this form. Amounts shall be in constant US dollars as of the Effective Date. The amount will be subsequently escalated per OMSP Section 4.1.

* Enter a year. Contractor is required to complete a separate Form OMP-LS for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR SUMMARY				PRICE AMOUNT ($)
ACTIVITY	**CATEGORY**	**REFERENCE FORM**	**QTY**	
1. Administration & Management	Total	OMP-L1		$ 1,445,929.41
2. Operations	Total	OMP-L2		$ 1,071,124.02
3. Maintenance	a. Electrical	OMP-L3		$ 1,078,229.12
	b. Mechanical	OMP-L4		$ 1,034,709.54
	c. Other **	OMP-L5		$ 1,317,607.23
4. Other **	a.	OMP-L6		$
	b.	OMP-L6		$
	c.	OMP-L6		$
TOTAL ANNUAL FIXED LABOR PRICE FOR YEAR __3_ (*)				**$ 5,947,599.32**

** Contractor shall specifically identify these items, expanding this form as necessary.

OPERATIONS AND MAINTENANCE PRICE PROPOSAL

BASE OPERATIONS AND MAINTENANCE PRICING

FORM OMP-LS

SUMMARY OF FIXED LABOR PRICING DATA FOR YEAR _4__ (*)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall transfer totals from each completed Form OMP-L (OMP-L1 through OMP-L6) to this Summary of Fixed Labor Pricing Form OMP-LS for each year of Base Operations and Maintenance. The total of this Form OMP-LS for each year of Base Operations and Maintenance shall be transferred to the appropriate year on Form OMP-A (for a total of 10 OMP-LS Forms). Contractor shall provide all prices to complete this form. Amounts shall be in constant US dollars as of the Effective Date. The amount will be subsequently escalated per OMSP Section 4.1.

* Enter a year. Contractor is required to complete a separate Form OMP-LS for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR SUMMARY				PRICE AMOUNT ($)
ACTIVITY	**CATEGORY**	**REFERENCE FORM**	**QTY**	
1. Administration & Management	Total	OMP-L1		$ 1,445,929.41
2. Operations	Total	OMP-L2		$ 1,071,124.02
3. Maintenance	a. Electrical	OMP-L3		$ 1,078,229.12
	b. Mechanical	OMP-L4		$ 1,034,709.54
	c. Other **	OMP-L5		$ 1,317,607.23
4. Other **	a.	OMP-L6		$
	b.	OMP-L6		$
	c.	OMP-L6		$
TOTAL ANNUAL FIXED LABOR PRICE FOR YEAR __4_ (*)				**$ 5,947,599.32**

** Contractor shall specifically identify these items, expanding this form as necessary.

OPERATIONS AND MAINTENANCE PRICE PROPOSAL

BASE OPERATIONS AND MAINTENANCE PRICING

FORM OMP-LS

SUMMARY OF FIXED LABOR PRICING DATA FOR YEAR _5__ (*)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall transfer totals from each completed Form OMP-L (OMP-L1 through OMP-L6) to this Summary of Fixed Labor Pricing Form OMP-LS for each year of Base Operations and Maintenance. The total of this Form OMP-LS for each year of Base Operations and Maintenance shall be transferred to the appropriate year on Form OMP-A (for a total of 10 OMP-LS Forms). Contractor shall provide all prices to complete this form. Amounts shall be in constant US dollars as of the Effective Date. The amount will be subsequently escalated per OMSP Section 4.1.

* Enter a year. Contractor is required to complete a separate Form OMP-LS for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR SUMMARY				PRICE AMOUNT ($)
ACTIVITY	**CATEGORY**	**REFERENCE FORM**	**QTY**	
1. Administration & Management	Total	OMP-L1		$ 1,445,929.41
2. Operations	Total	OMP-L2		$ 1,071,124.02
3. Maintenance	a. Electrical	OMP-L3		$ 1,078,229.12
	b. Mechanical	OMP-L4		$ 1,034,709.54
	c. Other **	OMP-L5		$ 1,317,607.23
4. Other **	a.	OMP-L6		$
	b.	OMP-L6		$
	c.	OMP-L6		$
TOTAL ANNUAL FIXED LABOR PRICE FOR YEAR __5_ (*)				**$ 5,947,599.32**

** Contractor shall specifically identify these items, expanding this form as necessary.

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE PRICING
FORM OMP-LS
SUMMARY OF FIXED LABOR PRICING DATA FOR YEAR __6_ (*)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall transfer totals from each completed Form OMP-L (OMP-L1 through OMP-L6) to this Summary of Fixed Labor Pricing Form OMP-LS for each year of Base Operations and Maintenance. The total of this Form OMP-LS for each year of Base Operations and Maintenance shall be transferred to the appropriate year on Form OMP-A (for a total of 10 OMP-LS Forms). Contractor shall provide all prices to complete this form. Amounts shall be in constant US dollars as of the Effective Date. The amount will be subsequently escalated per OMSP Section 4.1.

* Enter a year. Contractor is required to complete a separate Form OMP-LS for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR SUMMARY				PRICE AMOUNT ($)
ACTIVITY	**CATEGORY**	**REFERENCE FORM**	**QTY**	
1. Administration & Management	Total	OMP-L1		$ 1,445,929.41
2. Operations	Total	OMP-L2		$ 1,071,124.02
3. Maintenance	a. Electrical	OMP-L3		$ 1,078,229.12
	b. Mechanical	OMP-L4		$ 1,034,709.54
	c. Other **	OMP-L5		$ 1,317,607.23
4. Other **	a.	OMP-L6		$
	b.	OMP-L6		$
	c.	OMP-L6		$
TOTAL ANNUAL FIXED LABOR PRICE FOR YEAR __6_ (*)				**$ 5,947,599.32**

** Contractor shall specifically identify these items, expanding this form as necessary.

OPERATIONS AND MAINTENANCE PRICE PROPOSAL

BASE OPERATIONS AND MAINTENANCE PRICING

FORM OMP-LS

SUMMARY OF FIXED LABOR PRICING DATA FOR YEAR _7__ (*)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall transfer totals from each completed Form OMP-L (OMP-L1 through OMP-L6) to this Summary of Fixed Labor Pricing Form OMP-LS for each year of Base Operations and Maintenance. The total of this Form OMP-LS for each year of Base Operations and Maintenance shall be transferred to the appropriate year on Form OMP-A (for a total of 10 OMP-LS Forms). Contractor shall provide all prices to complete this form. Amounts shall be in constant US dollars as of the Effective Date. The amount will be subsequently escalated per OMSP Section 4.1.

* Enter a year. Contractor is required to complete a separate Form OMP-LS for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR SUMMARY				PRICE AMOUNT ($)
ACTIVITY	**CATEGORY**	**REFERENCE FORM**	**QTY**	
1. Administration & Management	Total	OMP-L1		$ 1,445,929.41
2. Operations	Total	OMP-L2		$ 1,071,124.02
3. Maintenance	a. Electrical	OMP-L3		$ 1,078,229.12
	b. Mechanical	OMP-L4		$ 1,034,709.54
	c. Other **	OMP-L5		$ 1,317,607.23
4. Other **	a.	OMP-L6		$
	b.	OMP-L6		$
	c.	OMP-L6		$
TOTAL ANNUAL FIXED LABOR PRICE FOR YEAR __7_ (*)				**$ 5,947,599.32**

** Contractor shall specifically identify these items, expanding this form as necessary.

OPERATIONS AND MAINTENANCE PRICE PROPOSAL

BASE OPERATIONS AND MAINTENANCE PRICING

FORM OMP-LS

SUMMARY OF FIXED LABOR PRICING DATA FOR YEAR _8__ (*)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall transfer totals from each completed Form OMP-L (OMP-L1 through OMP-L6) to this Summary of Fixed Labor Pricing Form OMP-LS for each year of Base Operations and Maintenance. The total of this Form OMP-LS for each year of Base Operations and Maintenance shall be transferred to the appropriate year on Form OMP-A (for a total of 10 OMP-LS Forms). Contractor shall provide all prices to complete this form. Amounts shall be in constant US dollars as of the Effective Date. The amount will be subsequently escalated per OMSP Section 4.1.

* Enter a year. Contractor is required to complete a separate Form OMP-LS for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR SUMMARY				PRICE AMOUNT ($)
ACTIVITY	**CATEGORY**	**REFERENCE FORM**	**QTY**	
1. Administration & Management	Total	OMP-L1		$ 1,445,929.41
2. Operations	Total	OMP-L2		$ 1,071,124.02
3. Maintenance	a. Electrical	OMP-L3		$ 1,078,229.12
	b. Mechanical	OMP-L4		$ 1,034,709.54
	c. Other **	OMP-L5		$ 1,317,607.23
4. Other **	a.	OMP-L6		$
	b.	OMP-L6		$
	c.	OMP-L6		$
TOTAL ANNUAL FIXED LABOR PRICE FOR YEAR __8_ (*)				**$ 5,947,599.32**

** Contractor shall specifically identify these items, expanding this form as necessary.

OPERATIONS AND MAINTENANCE PRICE PROPOSAL

BASE OPERATIONS AND MAINTENANCE PRICING

FORM OMP-LS

SUMMARY OF FIXED LABOR PRICING DATA FOR YEAR _9__ (*)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall transfer totals from each completed Form OMP-L (OMP-L1 through OMP-L6) to this Summary of Fixed Labor Pricing Form OMP-LS for each year of Base Operations and Maintenance. The total of this Form OMP-LS for each year of Base Operations and Maintenance shall be transferred to the appropriate year on Form OMP-A (for a total of 10 OMP-LS Forms). Contractor shall provide all prices to complete this form. Amounts shall be in constant US dollars as of the Effective Date. The amount will be subsequently escalated per OMSP Section 4.1.

* Enter a year. Contractor is required to complete a separate Form OMP-LS for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR SUMMARY				PRICE AMOUNT ($)
ACTIVITY	**CATEGORY**	**REFERENCE FORM**	**QTY**	
1. Administration & Management	Total	OMP-L1		$ 1,445,929.41
2. Operations	Total	OMP-L2		$ 1,071,124.02
3. Maintenance	a. Electrical	OMP-L3		$ 1,078,229.12
	b. Mechanical	OMP-L4		$ 1,034,709.54
	c. Other **	OMP-L5		$ 1,317,607.23
4. Other **	a.	OMP-L6		$
	b.	OMP-L6		$
	c.	OMP-L6		$
TOTAL ANNUAL FIXED LABOR PRICE FOR YEAR __9_ (*)				**$ 5,947,599.32**

** Contractor shall specifically identify these items, expanding this form as necessary.

OPERATIONS AND MAINTENANCE PRICE PROPOSAL

BASE OPERATIONS AND MAINTENANCE PRICING

FORM OMP-LS

SUMMARY OF FIXED LABOR PRICING DATA FOR YEAR _10__ (*)

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall transfer totals from each completed Form OMP-L (OMP-L1 through OMP-L6) to this Summary of Fixed Labor Pricing Form OMP-LS for each year of Base Operations and Maintenance. The total of this Form OMP-LS for each year of Base Operations and Maintenance shall be transferred to the appropriate year on Form OMP-A (for a total of 10 OMP-LS Forms). Contractor shall provide all prices to complete this form. Amounts shall be in constant US dollars as of the Effective Date. The amount will be subsequently escalated per OMSP Section 4.1.

* Enter a year. Contractor is required to complete a separate Form OMP-LS for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

LABOR SUMMARY				PRICE AMOUNT ($)
ACTIVITY	CATEGORY	REFERENCE FORM	QTY	
1. Administration & Management	Total	OMP-L1		$ 1,445,929.41
2. Operations	Total	OMP-L2		$ 1,071,124.02
3. Maintenance	a. Electrical	OMP-L3		$ 1,078,229.12
	b. Mechanical	OMP-L4		$ 1,034,709.54
	c. Other **	OMP-L5		$ 1,317,607.23
4. Other **	a.	OMP-L6		$
	b.	OMP-L6		$
	c.	OMP-L6		$
TOTAL ANNUAL FIXED LABOR PRICE FOR YEAR __10_ (*)				**$ 5,947,599.32**

** Contractor shall specifically identify these items, expanding this form as necessary.

OPERATIONS AND MAINTENANCE PRICE PROPOSAL

BASE OPERATIONS AND MAINTENANCE PRICING

FORM OMP-MS

SUMMARY OF FIXED MATERIAL PRICING DATA FOR YEAR _1__ (*)

CONTRACTOR: Crystal Mover Services, Inc.

The Contractor shall provide a Form OMP-MS for each year of Base Operations and Maintenance. The total of this Form OMP-MS shall be transferred to the appropriate year on Form OMP-A for each year of Base Operations and Maintenance (for a total of 10 OMP-MS forms). Contractor shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Effective Date. The amounts will subsequently be escalated per OMSP Section 4.1.

* Enter a year. Contractor is required to complete a separate Form OMP-MS for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	**CATEGORY**	
1. Consumables & Parts and Spare Equipment	a. Vehicles	$ 368,583.68
	b. PDS	$ 184,291.84
	c. ATC & Communication	$ 299,536.00
	d. Guideway Equipment	$ 46,072.96
	e. Station Equipment	$ 46,072.96
	f. Maintenance Facility Equipment	$ 46,072.96
	g. Custodial oversight and management of Owner designated personnel (facilities occupied by the Contractor or dedicated to APM equipment or Owner personnel)	$ 27,668.48
	h. General & Special Test Equipment	$ 18,404.48
	i. Other (Specify) **	$
2. Office & Administration	a. Office Materials	$ 19,886.72
	b. Travel	$ 33,720.96
	c. Other (Specify) **	$
3. Cost of Road Vehicles		$ 18,607.66
4. Other (Specify)**	Insurance & Training	$ 804,381.98
TOTAL ANNUAL FIXED LABOR PRICE FOR YEAR _1__ (*)		**$ 1,913,300.68**

** Contractor shall specifically identify these items, expanding this form as necessary.

OPERATIONS AND MAINTENANCE PRICE PROPOSAL

BASE OPERATIONS AND MAINTENANCE PRICING

FORM OMP-MS

SUMMARY OF FIXED MATERIAL PRICING DATA FOR YEAR __2_ (*)

CONTRACTOR: Crystal Mover Services, Inc.

The Contractor shall provide a Form OMP-MS for each year of Base Operations and Maintenance. The total of this Form OMP-MS shall be transferred to the appropriate year on Form OMP-A for each year of Base Operations and Maintenance (for a total of 10 OMP-MS forms). Contractor shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Effective Date. The amounts will subsequently be escalated per OMSP Section 4.1.

* Enter a year. Contractor is required to complete a separate Form OMP-MS for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	**CATEGORY**	
1. Consumables & Parts and Spare Equipment	a. Vehicles	$ 368,583.68
	b. PDS	$ 184,291.84
	c. ATC & Communication	$ 299,536.00
	d. Guideway Equipment	$ 46,072.96
	e. Station Equipment	$ 46,072.96
	f. Maintenance Facility Equipment	$ 46,072.96
	g. Custodial oversight and management of Owner designated personnel (facilities occupied by the Contractor or dedicated to APM equipment or Owner personnel)	$ 27,668.48
	h. General & Special Test Equipment	$ 18,404.48
	i. Other (Specify) **	$
2. Office & Administration	a. Office Materials	$ 19,886.72
	b. Travel	$ 33,720.96
	c. Other (Specify) **	$
3. Cost of Road Vehicles		$ 18,607.66
4. Other (Specify)**	Insurance & Training	$ 804,381.98
TOTAL ANNUAL FIXED LABOR PRICE FOR YEAR _2__ (*)		**$ 1,913,300.68**

** Contractor shall specifically identify these items, expanding

OPERATIONS AND MAINTENANCE PRICE PROPOSAL

BASE OPERATIONS AND MAINTENANCE PRICING

FORM OMP-MS

SUMMARY OF FIXED MATERIAL PRICING DATA FOR YEAR _3__ (*)

CONTRACTOR: Crystal Mover Services, Inc.

The Contractor shall provide a Form OMP-MS for each year of Base Operations and Maintenance. The total of this Form OMP-MS shall be transferred to the appropriate year on Form OMP-A for each year of Base Operations and Maintenance (for a total of 10 OMP-MS forms). Contractor shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Effective Date. The amounts will subsequently be escalated per OMSP Section 4.1.

* Enter a year. Contractor is required to complete a separate Form OMP-MS for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	**CATEGORY**	
2. Consumables & Parts and Spare Equipment	a. Vehicles	$ 368,583.68
	b. PDS	$ 184,291.84
	c. ATC & Communication	$ 299,536.00
	d. Guideway Equipment	$ 46,072.96
	e. Station Equipment	$ 46,072.96
	f. Maintenance Facility Equipment	$ 46,072.96
	g. Custodial oversight and management of Owner designated personnel (facilities occupied by the Contractor or dedicated to APM equipment or Owner personnel)	$ 27,668.48
	h. General & Special Test Equipment	$ 18,404.48
	i. Other (Specify) **	$
2. Office & Administration	a. Office Materials	$ 19,886.72
	b. Travel	$ 33,720.96
	c. Other (Specify) **	$
3. Cost of Road Vehicles		$ 18,607.66
4. Other (Specify)**	Insurance & Training	$ 804,381.98
TOTAL ANNUAL FIXED LABOR PRICE FOR YEAR _3__ (*)		**$ 1,913,300.68**

** Contractor shall specifically identify these items, expanding

OPERATIONS AND MAINTENANCE PRICE PROPOSAL

BASE OPERATIONS AND MAINTENANCE PRICING

FORM OMP-MS

SUMMARY OF FIXED MATERIAL PRICING DATA FOR YEAR _4__ (*)

CONTRACTOR: Crystal Mover Services, Inc.

The Contractor shall provide a Form OMP-MS for each year of Base Operations and Maintenance. The total of this Form OMP-MS shall be transferred to the appropriate year on Form OMP-A for each year of Base Operations and Maintenance (for a total of 10 OMP-MS forms). Contractor shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Effective Date. The amounts will subsequently be escalated per OMSP Section 4.1.

* Enter a year. Contractor is required to complete a separate Form OMP-MS for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	**CATEGORY**	
1. Consumables & Parts and Spare Equipment	a. Vehicles	$ 368,583.68
	b. PDS	$ 184,291.84
	c. ATC & Communication	$ 299,536.00
	d. Guideway Equipment	$ 46,072.96
	e. Station Equipment	$ 46,072.96
	f. Maintenance Facility Equipment	$ 46,072.96
	g. Custodial oversight and management of Owner designated personnel (facilities occupied by the Contractor or dedicated to APM equipment or Owner personnel)	$ 27,668.48
	h. General & Special Test Equipment	$ 18,404.48
	i. Other (Specify) **	$
2. Office & Administration	a. Office Materials	$ 19,886.72
	b. Travel	$ 33,720.96
	c. Other (Specify) **	$
3. Cost of Road Vehicles		$ 18,607.66
4. Other (Specify)**	Insurance & Training	$ 804,381.98
TOTAL ANNUAL FIXED LABOR PRICE FOR YEAR __4_ (*)		**$ 1,913,300.68**

** Contractor shall specifically identify these items, expanding

OPERATIONS AND MAINTENANCE PRICE PROPOSAL

BASE OPERATIONS AND MAINTENANCE PRICING

FORM OMP-MS

SUMMARY OF FIXED MATERIAL PRICING DATA FOR YEAR _5__ (*)

CONTRACTOR: Crystal Mover Services, Inc.

The Contractor shall provide a Form OMP-MS for each year of Base Operations and Maintenance. The total of this Form OMP-MS shall be transferred to the appropriate year on Form OMP-A for each year of Base Operations and Maintenance (for a total of 10 OMP-MS forms). Contractor shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Effective Date. The amounts will subsequently be escalated per OMSP Section 4.1.

* Enter a year. Contractor is required to complete a separate Form OMP-MS for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	**CATEGORY**	
1. Consumables & Parts and Spare Equipment	a. Vehicles	$ 368,583.68
	b. PDS	$ 184,291.84
	c. ATC & Communication	$ 299,536.00
	d. Guideway Equipment	$ 46,072.96
	e. Station Equipment	$ 46,072.96
	f. Maintenance Facility Equipment	$ 46,072.96
	g. Custodial oversight and management of Owner designated personnel (facilities occupied by the Contractor or dedicated to APM equipment or Owner personnel)	$ 27,668.48
	h. General & Special Test Equipment	$ 18,404.48
	i. Other (Specify) **	$
2. Office & Administration	a. Office Materials	$ 19,886.72
	b. Travel	$ 33,720.96
	c. Other (Specify) **	$
3. Cost of Road Vehicles		$ 18,607.66
4. Other (Specify)**	Insurance & Training	$ 804,381.98
TOTAL ANNUAL FIXED LABOR PRICE FOR YEAR _5__ (*)		**$ 1,913,300.68**

** Contractor shall specifically identify these items, expanding

OPERATIONS AND MAINTENANCE PRICE PROPOSAL

BASE OPERATIONS AND MAINTENANCE PRICING

FORM OMP-MS

SUMMARY OF FIXED MATERIAL PRICING DATA FOR YEAR _6__ (*)

CONTRACTOR: Crystal Mover Services, Inc.

The Contractor shall provide a Form OMP-MS for each year of Base Operations and Maintenance. The total of this Form OMP-MS shall be transferred to the appropriate year on Form OMP-A for each year of Base Operations and Maintenance (for a total of 10 OMP-MS forms). Contractor shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Effective Date. The amounts will subsequently be escalated per OMSP Section 4.1.

* Enter a year. Contractor is required to complete a separate Form OMP-MS for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	CATEGORY	
1. Consumables & Parts and Spare Equipment	a. Vehicles	$ 368,583.68
	b. PDS	$ 184,291.84
	c. ATC & Communication	$ 299,536.00
	d. Guideway Equipment	$ 46,072.96
	e. Station Equipment	$ 46,072.96
	f. Maintenance Facility Equipment	$ 46,072.96
	g. Custodial oversight and management of Owner designated personnel (facilities occupied by the Contractor or dedicated to APM equipment or Owner personnel)	$ 27,668.48
	h. General & Special Test Equipment	$ 18,404.48
	i. Other (Specify) **	$
2. Office & Administration	a. Office Materials	$ 19,886.72
	b. Travel	$ 33,720.96
	c. Other (Specify) **	$
3. Cost of Road Vehicles		$ 18,607.66
4. Other (Specify)**	Insurance & Training	$ 804,381.98
TOTAL ANNUAL FIXED LABOR PRICE FOR YEAR _6__ (*)		**$ 1,913,300.68**

** Contractor shall specifically identify these items, expanding

OPERATIONS AND MAINTENANCE PRICE PROPOSAL

BASE OPERATIONS AND MAINTENANCE PRICING

FORM OMP-MS

SUMMARY OF FIXED MATERIAL PRICING DATA FOR YEAR _7__ (*)

CONTRACTOR: Crystal Mover Services, Inc.

The Contractor shall provide a Form OMP-MS for each year of Base Operations and Maintenance. The total of this Form OMP-MS shall be transferred to the appropriate year on Form OMP-A for each year of Base Operations and Maintenance (for a total of 10 OMP-MS forms). Contractor shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Effective Date. The amounts will subsequently be escalated per OMSP Section 4.1.

* Enter a year. Contractor is required to complete a separate Form OMP-MS for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	**CATEGORY**	
1. Consumables & Parts and Spare Equipment	a. Vehicles	$ 368,583.68
	b. PDS	$ 184,291.84
	c. ATC & Communication	$ 299,536.00
	d. Guideway Equipment	$ 46,072.96
	e. Station Equipment	$ 46,072.96
	f. Maintenance Facility Equipment	$ 46,072.96
	g. Custodial oversight and management of Owner designated personnel (facilities occupied by the Contractor or dedicated to APM equipment or Owner personnel)	$ 27,668.48
	h. General & Special Test Equipment	$ 18,404.48
	i. Other (Specify) **	$
2. Office & Administration	a. Office Materials	$ 19,886.72
	b. Travel	$ 33,720.96
	c. Other (Specify) **	$
3. Cost of Road Vehicles		$ 18,607.66
4. Other (Specify)**	Insurance & Training	$ 804,381.98
TOTAL ANNUAL FIXED LABOR PRICE FOR YEAR _7__ (*)		**$ 1,913,300.68**

** Contractor shall specifically identify these items, expanding

OPERATIONS AND MAINTENANCE PRICE PROPOSAL

BASE OPERATIONS AND MAINTENANCE PRICING

FORM OMP-MS

SUMMARY OF FIXED MATERIAL PRICING DATA FOR YEAR _8__ (*)

CONTRACTOR: Crystal Mover Services, Inc.

The Contractor shall provide a Form OMP-MS for each year of Base Operations and Maintenance. The total of this Form OMP-MS shall be transferred to the appropriate year on Form OMP-A for each year of Base Operations and Maintenance (for a total of 10 OMP-MS forms). Contractor shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Effective Date. The amounts will subsequently be escalated per OMSP Section 4.1.

* Enter a year. Contractor is required to complete a separate Form OMP-MS for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	CATEGORY	
1. Consumables & Parts and Spare Equipment	a. Vehicles	$ 368,583.68
	b. PDS	$ 184,291.84
	c. ATC & Communication	$ 299,536.00
	d. Guideway Equipment	$ 46,072.96
	e. Station Equipment	$ 46,072.96
	f. Maintenance Facility Equipment	$ 46,072.96
	g. Custodial oversight and management of Owner designated personnel (facilities occupied by the Contractor or dedicated to APM equipment or Owner personnel)	$ 27,668.48
	h. General & Special Test Equipment	$ 18,404.48
	i. Other (Specify) **	$
2. Office & Administration	a. Office Materials	$ 19,886.72
	b. Travel	$ 33,720.96
	c. Other (Specify) **	$
3. Cost of Road Vehicles		$ 18,607.66
4. Other (Specify)**	Insurance & Training	$ 804,381.98
TOTAL ANNUAL FIXED LABOR PRICE FOR YEAR _8__ (*)		**$ 1,913,300.68**

** Contractor shall specifically identify these items, expanding

OPERATIONS AND MAINTENANCE PRICE PROPOSAL

BASE OPERATIONS AND MAINTENANCE PRICING

FORM OMP-MS

SUMMARY OF FIXED MATERIAL PRICING DATA FOR YEAR __9_ (*)

CONTRACTOR: Crystal Mover Services, Inc.

The Contractor shall provide a Form OMP-MS for each year of Base Operations and Maintenance. The total of this Form OMP-MS shall be transferred to the appropriate year on Form OMP-A for each year of Base Operations and Maintenance (for a total of 10 OMP-MS forms). Contractor shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Effective Date. The amounts will subsequently be escalated per OMSP Section 4.1.

* Enter a year. Contractor is required to complete a separate Form OMP-MS for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	**CATEGORY**	
1. Consumables & Parts and Spare Equipment	a. Vehicles	$ 368,583.68
	b. PDS	$ 184,291.84
	c. ATC & Communication	$ 299,536.00
	d. Guideway Equipment	$ 46,072.96
	e. Station Equipment	$ 46,072.96
	f. Maintenance Facility Equipment	$ 46,072.96
	g. Custodial oversight and management of Owner designated personnel (facilities occupied by the Contractor or dedicated to APM equipment or Owner personnel)	$ 27,668.48
	h. General & Special Test Equipment	$ 18,404.48
	i. Other (Specify) **	$
2. Office & Administration	a. Office Materials	$ 19,886.72
	b. Travel	$ 33,720.96
	c. Other (Specify) **	$
3. Cost of Road Vehicles		$ 18,607.66
4. Other (Specify)**	Insurance & Training	$ 804,381.98
TOTAL ANNUAL FIXED LABOR PRICE FOR YEAR __9_ (*)		**$ 1,913,300.68**

** Contractor shall specifically identify these items, expanding

OPERATIONS AND MAINTENANCE PRICE PROPOSAL

BASE OPERATIONS AND MAINTENANCE PRICING

FORM OMP-MS

SUMMARY OF FIXED MATERIAL PRICING DATA FOR YEAR _10__ (*)

CONTRACTOR: Crystal Mover Services, Inc.

The Contractor shall provide a Form OMP-MS for each year of Base Operations and Maintenance. The total of this Form OMP-MS shall be transferred to the appropriate year on Form OMP-A for each year of Base Operations and Maintenance (for a total of 10 OMP-MS forms). Contractor shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Effective Date. The amounts will subsequently be escalated per OMSP Section 4.1.

* Enter a year. Contractor is required to complete a separate Form OMP-MS for each year of Base Operations and Maintenance (Years 1–5 and Owner Option Years 6-10).

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	**CATEGORY**	
1. Consumables & Parts and Spare Equipment	a. Vehicles	$ 368,583.68
	b. PDS	$ 184,291.84
	c. ATC & Communication	$ 299,536.00
	d. Guideway Equipment	$ 46,072.96
	e. Station Equipment	$ 46,072.96
	f. Maintenance Facility Equipment	$ 46,072.96
	g. Custodial oversight and management of Owner designated personnel (facilities occupied by the Contractor or dedicated to APM equipment or Owner personnel)	$ 27,668.48
	h. General & Special Test Equipment	$ 18,404.48
	i. Other (Specify) **	$
2. Office & Administration	a. Office Materials	$ 19,886.72
	b. Travel	$ 33,720.96
	c. Other (Specify) **	$
3. Cost of Road Vehicles		$ 18,607.66
4. Other (Specify)**	Insurance & Training	$ 804,381.98
TOTAL ANNUAL FIXED LABOR PRICE FOR YEAR _10__ (*)		**$ 1,913,300.68**

** Contractor shall specifically identify these items, expanding

OPERATIONS AND MAINTENANCE PRICE PROPOSAL

ADDITIONAL VEHICLES PRICING

FORM OMP-A-AV

SUMMARY CALCULATION OF ADDITIONAL VEHICLE PRICING

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall propose total lump sum fixed prices for providing one fully functional, fully interchangeable, and fully compatible new train (2 married-pair vehicles / 4 cars) to support ongoing System operation. Such pricing shall be all inclusive (including, but not limited to design, engineering, manufacturing, construction, installation, testing, system demonstration, commissioning, and safety certification) for all required Fixed Facility and Operating System work. Work for the additional vehicles will begin at NTP and all work must be completed and the vehicles fully available for System Operation no later than NTP plus Forty-Two months (42 months).

ITEM	REFERENCE FORM	AMOUNT
Labor	OMP-LS-AV	$ 7,281,800.00
Materials	OMP-MS-AV	$ 8,231,200.00
TOTAL LABOR AND MATERIAL PRICING ADDITIONAL VEHICLES		$ 15,513,000.00

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
ADDITIONAL VEHICLES PRICING
FORM FOR LABOR CATEGORY OMP-L-AV ___ (*)
CALCULATION OF LABOR PRICING

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a Form OMP-L-AV for each Labor Category from Form OMP-LS-AV (OMP-L1 through OMP-L6). Contractor shall transfer totals from the six OMP-L-AV Forms to Form OMP-LS-AV. All pricing shall be based on a lump sum fixed price in constant US dollars as of the Effective Date.

* Insert number 1 through 6, as applicable, for each Labor Category from Form OMP-LS-AV. Contractor is required to complete a separate Form OMP-L-AV for each Labor Category.

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	AMOUNT
Electrical	Engineering	1	Lot	$ 4,369,100.00	$ 4,369,100.00
Mechanical	Engineering	1	Lot	$ 2,912,700.00	$ 2,912,700.00
				$	$
				$	$
				$	$
				$	$
				TOTAL	$ 7,281,800.00

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
ADDITIONAL VEHICLES PRICING
FORM OMP-LS-AV
SUMMARY OF FIXED LABOR PRICING

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall transfer totals from each completed Form OMP-L-AV (OMP-L1 through OMP-L6) to this Summary of Fixed Labor Pricing Form OMP-LS-AV. The total of this Form OMP-LS-AV shall be transferred to the appropriate year on Form OMP-A-AV. Contractor shall provide all prices to complete this form. Amounts shall be in constant US dollars as of the Effective Date.

LABOR SUMMARY				PRICE AMOUNT ($)
ACTIVITY	**CATEGORY**	**REFERENCE FORM**	**QTY**	
1. Administration & Management	Total	OMP-L1		$
2. Manufacturing	Total	OMP-L2		$
3. Engineering	a. Electrical	OMP-L3	1	$ 4,369,100.00
	b. Mechanical	OMP-L4	1	$ 2,912,700.00
	c. Other **	OMP-L5		$
4. Other **	a.	OMP-L6		$
	b.	OMP-L6		$
	c.	OMP-L6		$
TOTAL FIXED LABOR PRICE FOR ADDITIONAL VEHICLES				**$ 7,281,800.00**

** Contractor shall specifically identify these items, expanding this form as necessary.

OPERATIONS AND MAINTENANCE PRICE PROPOSAL

ADDITIONAL VEHICLES PRICING

FORM OMP-MS-AV

SUMMARY OF MATERIAL PRICING

CONTRACTOR: Crystal Mover Services, Inc.

The total of this Form OMP-MS-AV shall be transferred to Form OMP-A-AV. Contractor shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Effective Date.

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	**CATEGORY**	
1. Vehicles	a. Carbody	$ 8,231,200.00
	b. Doors & Interior Equipment	Included in the above
	c. Running Gear & Couplers	
	d. HVAC	
	e. Propulsion and Braking	
	f. ATC	
	g. Communications	
	h. CCTV	
	i. All Other Components (Specify) **	
2. Travel / Shipping	a. Shipping	$
	b. Travel	$
	c. Other (Specify) **	$
3. Additional Consumables, Spare Parts & Equipment (Provide a list)	a. Mechanical	$
	b. Electrical	$
	c. Other (Specify) **	$
4. Other (Specify) **		$
	TOTAL FIXED MATERIAL PRICE ADDITIONAL VEHICLES	**$ 8,231,200.00**

** Contractor shall identify these items, expanding this form as necessary.

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE PRICING
FORM OMP-D
OWNER OPTION - DEMOBILIZATION

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete this form, providing a comprehensive breakdown of the Demobilization expenses. Amounts shall be in constant United States Dollars as of the Effective Date. The amount will be subsequently escalated per OMSP Section 4.1. Contractor may expand the table for more items. Demobilization costs will only by payable if Owner terminates for convenience all Contractor services under this Contract within 2 years of issuance of NTP by Owner. This amount will subsequently be escalated per OMSP Section 4.1.

ITEM #	ITEM	AMOUNT ($)
1	Employee Retention expense	$ 488,640.00
2	Transfer O&M Facilities	$ 22,680.00
3		$
4		$
5		$
6		$
7		$
	TOTAL OWNER OPTION - DEMOBILIZATION	**$ 511,320.00**

OPERATIONS AND MAINTENANCE PRICE PROPOSAL
BASE OPERATIONS AND MAINTENANCE PRICING
FORM OMP-T
OWNER OPTION - TASK TO TRAIN OWNER DESIGNATED PERSONNEL

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall expand this form as necessary to provide a comprehensive breakdown. Amounts shall be in constant US dollars as of the Effective Date. This amount will subsequently be escalated per OMSP Section 4.1.

ON-SITE INSTRUCTION					
JOB CATEGORY	NUMBER OF TRAINEES	HOURS PER TRAINEE	TOTAL HOURS	UNIT PRICE / TRAINEE	AMOUNT
Technician	13	480	6,240	$ 31,200.00	$ 405,600.00
					$ 405,600.00
OTHER DIRECT ON-SITE TRAINING COSTS (Itemize)					
DESCRIPTION			QUANTITY	UNIT PRICE	AMOUNT
Trainer (Initial Overview Training – 2 weeks)			1	$ 32,000.00	$ 32,000.00
				$	$
				$	$
				TOTAL ON-SITE TRAINING COST	
				TOTAL OWNER OPTION – TASK TO TRAIN OWNER DESIGNATED PERSONNEL	**$ 437,600.00**

NOT TO EXCEED BUDGET PRICING FORMS

CAPITAL ASSETS REPLACEMENT PROGRAM (CARP)

AND

VEHICLE OVERHAUL

CAPITAL ASSETS REPLACEMENT PROGRAM (CARP)

FORM OMP-CARP/VO

CARP AND VEHICLE OVERHAUL NOT TO EXCEED BUDGET SUMMARY

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall provide Not to Exceed Budget Data for all blank spaces on this form. Contractor shall transfer amounts from Forms OMP-A-CARP-1 through OMP-A-CARP-5 and OMP-A-VO. All Not to Exceed Budgets shall be based on a lump sum fixed price in constant US dollars as of the Effective Date. The amounts will be subsequently escalated per OMSP Section 4.1.

CARP ITEM #	ITEM	TOTAL NOT TO EXCEED BUDGETS (FROM FORMS OMP-A-CARP)
1	Total Not to Exceed Budget for CARP Item 1 – Vehicle Refurbishment	$ 18,689,800.00
2	Total Not to Exceed Budget for CARP Item 2 – ATC System Refurbishment	$ 31,977,900.00
3	Total Not to Exceed Budget for CARP Item 3 – Communication System Refurbishment	$ 5,870,700.00
4	Total Not to Exceed Budget for CARP Item 4 – Power Distribution System Refurbishment	$ 5,897,600.00
5	Total Not to Exceed Budget for CARP Item 5 – Wayside/Station/M&SF Equipment Refurbishment	$ 5,613,300.00
	TOTAL CARP NOT TO EXCEED BUDGET (Items 1-5)	**$ 68,049,300.00**

ITEM #	ITEM	TOTAL NOT TO EXCEED BUDGET (FROM FORM OMP-A-VO)
6	Total Not to Exceed Budget – Vehicle Overhaul	$ 6,673,730.00
	TOTAL VEHICLE OVERHAUL NOT TO EXCEED BUDGET (Item 6)	**$ 6,673,730.00**

CAPITAL ASSETS REPLACEMENT PROGRAM (CARP)
NOT TO EXCEED BUDGET DATA
FORM OMP-A-CARP-1
SUMMARY CALCULATION OF CARP NOT TO EXCEED BUDGET DATA
CARP ITEM 1 – VEHICLE REFURBISHMENT

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall transfer totals from completed Forms OMP-LS-CARP-1 and OMP-MS-CARP-1 to this OMP-A-CARP-1 Form. The Total of this Form OMP-A-CARP-1 shall be transferred to CARP Item 1 line on Form OMP-CARP/VO. Contractor shall provide prices for all blank spaces on this form. All not to exceed budgets shall be in constant US dollars as of the Effective Date. The amounts will be subsequently escalated per OMSP Section 4.1.

ITEM	REFERENCE FORM	AMOUNT
Labor	OMP-LS-CARP-1	$ 9,666,200.00
Materials	OMP-MS-CARP-1	$ 9,023,600.00
TOTAL CARP LABOR AND MATERIAL NOT TO EXCEED BUDGET ITEM 1 – VEHICLE REFURBISHMENT		**$ 18,689,800.00**

CAPITAL ASSETS REPLACEMENT PROGRAM (CARP)

NOT TO EXCEED BUDGET DATA

FORM OMP-A-CARP-2

SUMMARY CALCULATION OF CARP NOT TO EXCEED BUDGET DATA

CARP ITEM 2 – ATC SYSTEM REFURBISHMENT

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall transfer totals from each completed Forms OMP-LS-CARP-2 and OMP-MS-CARP-2 to this OMP-A-CARP-2 Form. The Total of this Form OMP-A-CARP-2 shall be transferred to CARP Item 2 on Form OMP-CARP/VO. Contractor shall provide prices for all blank spaces on this form. All not to exceed budgets shall be in constant US dollars as of the Effective Date. The amounts will be subsequently escalated per OMSP Section 4.1.

ITEM	REFERENCE FORM	AMOUNT
Labor	OMP-LS-CARP-2	$ 21,183,600.00
Materials	OMP-MS-CARP-2	$ 10,794,300.00
TOTAL CARP LABOR AND MATERIAL NOT TO EXCEED BUDGET ITEM 2 – ATC SYSTEM REFURBISHMENT		**$ 31,977,900.00**

CAPITAL ASSETS REPLACEMENT PROGRAM (CARP)
NOT TO EXCEED BUDGET DATA
FORM OMP-A-CARP-3
SUMMARY CALCULATION OF CARP NOT TO EXCEED BUDGET DATA
CARP ITEM 3 – COMMUNICATION SYSTEM REFURBISHMENT

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall transfer totals from each completed Form OMP-LS-CARP-3 and OMP-MS-CARP-3 to this OMP-A-CARP-3 Form. The Total of this Form OMP-A-CARP-3 shall be transferred to CARP Item 3 on Form OMP-CARP/VO. Contractor shall provide prices for all blank spaces on this form. All not to exceed budgets shall be in constant US dollars as of the Effective Date. The amounts will be subsequently escalated per OMSP Section 4.1.

ITEM	REFERENCE FORM	AMOUNT
Labor	OMP-LS-CARP-3	$ 1,780,900.00
Materials	OMP-MS-CARP-3	$ 4,089,800.00
TOTAL CARP LABOR AND MATERIAL NOT TO EXCEED BUDGET ITEM 3 – COMMUNICATION SYSTEM REFURBISHMENT		**$ 5,870,700.00**

CAPITAL ASSETS REPLACEMENT PROGRAM (CARP)
NOT TO EXCEED BUDGET DATA
FORM OMP-A-CARP-4
SUMMARY CALCULATION OF CARP NOT TO EXCEED BUDGET DATA
CARP ITEM 4 – POWER DISTRIBUTION SYSTEM REFURBISHMENT

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall transfer totals from each completed Form OMP-LS-CARP-4 and OMP-MS-CARP-4 to this Form OMP-A-CARP-4. The Total of this Form OMP-A-CARP-4 shall be transferred to CARP Item 4 on Form OMP-CARP/VO. Contractor shall provide prices for all blank spaces on this form. All not to exceed budgets shall be in constant US dollars as of the Effective Date. The amounts will be subsequently escalated per OMSP Section 4.1.

ITEM	REFERENCE FORM	AMOUNT
Labor	OMP-LS-CARP-4	$ 2,607,900.00
Materials	OMP-MS-CARP-4	$ 3,289,700.00
TOTAL CARP LABOR AND MATERIAL NOT TO EXCEED BUDGET ITEM 4 – POWER DISTRIBUTION SYSTEM REFURBISHMENT		**$ 5,897,600.00**

CAPITAL ASSETS REPLACEMENT PROGRAM (CARP)

NOT TO EXCEED BUDGET DATA

FORM OMP-A-CARP-5

SUMMARY CALCULATION OF CARP NOT TO EXCEED BUDGET DATA

CARP ITEM 5 – WAYSIDE / STATION / M&SF EQUIPMENT REFURBISHMENT

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall transfer totals from each completed Form OMP-LS-CARP-5 and OMP-MS-CARP-5 to this OMP-A-CARP-5 Form. The Total of this Form OMP-A-CARP5 shall be transferred to CARP Item 5 on Form OMP-CARP/VO. Contractor shall provide prices for all blank spaces on this form. All not to exceed budgets shall be in constant US dollars as of the Effective Date. The amounts will be subsequently escalated per OMSP Section 4.1.

ITEM	REFERENCE FORM	AMOUNT
Labor	OMP-LS-CARP-5	$ 1,600,300.00
Materials	OMP-MS-CARP-5	$ 4,013,000.00
TOTAL CARP LABOR AND MATERIAL NOT TO EXCEED BUDGET ITEM 5 – WAYSIDE / STATION / M&SF EQUIPMENT REFURBISHMENT		**$ 5,613,300.00**

VEHICLE OVERHAUL NOT TO EXCEED BUDGET DATA

FORM OMP-A-VO

SUMMARY CALCULATION OF VEHICLE OVERHAUL

NOT TO EXCEED BUDGET DATA

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall transfer totals from each completed Form OMP-LS-VO and OMP-MS-VO to this OMP-A-VO Form. The Total of this Form OMP-A-VO shall be transferred to the Vehicle Overhaul Item 6 on Form OMP-CARP/VO. Contractor shall provide prices for all blank spaces on this form. All not to exceed budgets shall be in constant US dollars as of the Effective Date. The amounts will be subsequently escalated per OMSP Section 4.1.

ITEM	REFERENCE FORM	AMOUNT
Labor	OMP-LS-VO	$ 1,633,459.00
Materials	OMP-MS-VO	$ 5,040,271.00
TOTAL VEHICLE OVERHAUL LABOR AND MATERIAL NOT TO EXCEED BUDGET		**$ 6,673,730.00**

CAPITAL ASSETS REPLACEMENT PROGRAM (CARP)
NOT TO EXCEED BUDGET DATA
FORM OMP-L-CARP-1 FOR LABOR CATEGORY OMP-L ___ (*)
CALCULATION OF LABOR NOT TO EXCEED BUDGET
CARP ITEM 1 – VEHICLE REFURBISHMENT

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a Form OMP-L-CARP-1 for each Labor Category from Form OMP-LS-CARP-1 (OMP-L1 through OMP-L6). Contractor shall transfer totals from the six OMP-L-CARP1 Forms to Form OMP-LS-CARP-1. All not to exceed budgets shall be in constant US dollars as of the Effective Date. The amounts will be subsequently escalated per OMSP Section 4.1.

* Insert number 1 through 6, as applicable, for each Labor Category from Form OMP-LS-CARP-1. Contractor is required to complete a separate Form OMP-L-CARP-1 for each Labor Category.

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	AMOUNT
Electrical	Engineering	1	Lot	$ 5,335,000.00	$ 5,335,000.00
Mechanical	Engineering	1	Lot	$ 2,872,700.00	$ 2,872,700.00
Project Management	Project Management	1	Lot	$ 1,458,500.00	$ 1,458,500.00
				$	$
				$	$
				$	$
				TOTAL	**$ 9,666,200.00**

CAPITAL ASSETS REPLACEMENT PROGRAM (CARP)
NOT TO EXCEED BUDGET DATA
FORM OMP-L-CARP-2 FOR LABOR CATEGORY OMP-L ___ (*)
CALCULATION OF LABOR NOT TO EXCEED BUDGET
CARP ITEM 2 – ATC SYSTEM REFURBISHMENT

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a Form OMP-L-CARP-2 for each Labor Category from Form OMP-LS-CARP-2 (OMP-L1 through OMP-L6). Contractor shall transfer totals from the six OMP-L-CARP2 Forms to Form OMP-LS-CARP-2. All not to exceed budgets shall be in constant US dollars as of the Effective Date. The amounts will be subsequently escalated per OMSP Section 4.1.

* Insert number 1 through 6, as applicable, for each Labor Category from Form OMP-LS-CARP-2. Contractor is required to complete a separate Form OMP-L-CARP-2 for each Labor Category.

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	AMOUNT
Electrical	Engineering	1	Lot	$ 15,864,700.00	$ 15,864,700.00
Mechanical	Engineering	1	Lot	$ 2,799,600.00	$ 2,799,600.00
Project Management	Project Management	1	Lot	$ 2,519,300.00	$ 2,519,300.00
				$	$
				$	$
				$	$
				TOTAL NOT TO EXCEED BUDGET	**$ 21,183,600.00**

CAPITAL ASSETS REPLACEMENT PROGRAM (CARP)
NOT TO EXCEED BUDGET DATA
FORM OMP-L-CARP-3 FOR LABOR CATEGORY OMP-L ___ (*)
CALCULATION OF LABOR NOT TO EXCEED BUDGET
CARP ITEM 3 – COMMUNICATION SYSTEM REFURBISHMENT

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a Form OMP-L-CARP-3 for each Labor Category from Form OMP-LS-CARP-3 (OMP-L1 through OMP-L6). Contractor shall transfer totals from the six OMP-L-CARP3 Forms to Form OMP-LS-CARP-3. All not to exceed budgets shall be in constant US dollars as of the Effective Date. The amounts will be subsequently escalated per OMSP Section 4.1.

* Insert number 1 through 6, as applicable, for each Labor Category from Form OMP-LS-CARP-3. Contractor is required to complete a separate Form OMP-L-CARP-3 for each Labor Category.

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	AMOUNT
Electrical	Engineering	1	Lot	$ 1,338,900.00	$ 1,338,900.00
Project Management	Project Management	1	Lot	$ 442,000.00	$ 442,000.00
				$	$
				$	$
				$	$
				$	$
				TOTAL NOT TO EXCEED BUDGET	**$ 1,780,900.00**

CAPITAL ASSETS REPLACEMENT PROGRAM (CARP)
NOT TO EXCEED BUDGET DATA
FORM OMP-L-CARP-4 FOR LABOR CATEGORY OMP-L ___ (*)
CALCULATION OF LABOR NOT TO EXCEED BUDGET
CARP ITEM 4 – POWER DISTRIBUTION SYSTEM REFURBISHMENT

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a Form OMP-L-CARP-4 for each Labor Category from Form OMP-LS-CARP-4 (OMP-L1 through OMP-L6). Contractor shall transfer totals from the six OMP-L-CARP-4 Forms to Form OMP-LS-CARP-4. All not to exceed budgets shall be in constant US dollars as of the Effective Date. The amounts will be subsequently escalated per OMSP Section 4.1.

* Insert number 1 through 6, as applicable, for each Labor Category from Form OMP-LS-CARP-4. Contractor is required to complete a separate Form OMP-L-CARP-4 for each Labor Category.

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	AMOUNT
Electrical	Engineering	1	Lot	$ 2,170,200.00	$ 2,170,200.00
Mechanical	Engineering	1	Lot	$ 260,800.00	$ 260,800.00
Project Management	Project Management	1	Lot	$ 176,900.00	$ 176,900.00
				$	$
				$	$
				$	$
				TOTAL NOT TO EXCEED BUDGET	**$ 2,607,900.00**

CAPITAL ASSETS REPLACEMENT PROGRAM (CARP)

NOT TO EXCEED BUDGET DATA

FORM OMP-L-CARP-5 FOR LABOR CATEGORY OMP-L ___ (*)

CALCULATION OF LABOR NOT TO EXCEED BUDGET

CARP ITEM 5 – WAYSIDE / STATION / M&SF EQUIPMENT REFURBISHMENT

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a Form OMP-L-CARP-5 for each Labor Category from Form OMP-LS-CARP-5 (OMP-L1 through OMP-L6). Contractor shall transfer totals from the six OMP-L-CARP5 Forms to Form OMP-LS-CARP-5. All not to exceed budgets shall be in constant US dollars as of the Effective Date. The amounts will be subsequently escalated per OMSP Section 4.1.

* Insert number 1 through 6, as applicable, for each Labor Category from Form OMP-LS-CARP-5. Contractor is required to complete a separate Form OMP-L-CARP-5 for each Labor Category.

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	AMOUNT
Electrical	Engineering	1	Lot	$ 160,000.00	$ 160,000.00
Mechanical	Engineering	1	Lot	$ 1,271,900.00	$ 1,271,900.00
Project Management	Project Management	1	Lot	$ 168,400.00	$ 168,400.00
				$	$
				$	$
				$	$
				TOTAL NOT TO EXCEED BUDGET	**$ 1,600,300.00**

VEHICLE OVERHAUL NOT TO EXCEED BUDGET DATA
FORM OMP-L-VO FOR LABOR CATEGORY OMP-L ___ (*)
CALCULATION OF LABOR NOT TO EXCEED BUDGET

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall complete a Form OMP-L-VO for each Labor Category from Form OMP-LS-VO (OMP-L1 through OMP-L6). Contractor shall transfer totals from the six OMP-L-VO Forms to Form OMP-LS-VO. All not to exceed budgets shall be in constant US dollars as of the Effective Date. The amounts will be subsequently escalated per OMSP Section 4.1.

* Insert number 1 through 6, as applicable, for each Labor Category from Form OMP-LS-VO. Contractor is required to complete a separate Form OMP-L-VO for each Labor Category.

LABOR CATEGORY	JOB FUNCTION OR SPECIFIC WORK	QTY	UNIT	UNIT PRICE	AMOUNT
	Vehicle Overhaul	12	Set	$ 133,343.65	$ 1,600,123.80
	MRV Overhaul	1	Set	$ 33,335.20	$ 33,335.20
				$	$
				$	$
				$	$
				$	$
				TOTAL NOT TO EXCEED BUDGET	**$ 1,633,459.00**

CAPITAL ASSETS REPLACEMENT PROGRAM (CARP)

FORM OMP-LS-CARP-1

SUMMARY OF LABOR NOT TO EXCEED BUDGET

CARP ITEM 1 – VEHICLE REFURBISHMENT

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall transfer totals from the six completed OMP-L-CARP-1 Forms (OMP-L1 through OMP-L6) to this Form OMP-LS-CARP-1. The total of this Form OMP-LS-CARP-1 shall be transferred to Form OMP-A-CARP-1. Contractor shall provide prices for all blank spaces on this form. Amounts shall be in constant US dollars as of the Effective Date. The amount will be subsequently escalated per OMSP Section 4.1.

** Contractor shall specifically identify these items, expanding this form as necessary.

CARP LABOR NOT TO EXCEED BUDGET				AMOUNT ($)
ACTIVITY	**CATEGORY**	**REFERENCE FORM**	**QTY**	
1. Administration & Management	Total	OMP-L-CARP-1	1	$ 1,458,500.00
2. Manufacturing	Total	OMP-L-CARP-1		$
3. Engineering	a. Electrical	OMP-L-CARP-1	1	$ 5,335,000.00
	b. Mechanical	OMP-L-CARP-1	1	$ 2,872,700.00
	c. Other **	OMP-L-CARP-1		$
4. Other **	a.	OMP-L-CARP-1		$
	b.	OMP-L-CARP-1		$
	c.	OMP-L-CARP-1		$
TOTAL CARP LABOR NOT TO EXCEED BUDGET ITEM 1 – VEHICLE REFURBISHMENT				**$ 9,666,200.00**

CAPITAL ASSETS REPLACEMENT PROGRAM (CARP)
FORM OMP-LS-CARP-2
SUMMARY OF LABOR NOT TO EXCEED BUDGET
CARP ITEM 2 – ATC SYSTEM REFURBISHMENT

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall transfer totals from the six completed OMP-L-CARP-2 Forms (OMP-L1 through OMP-L6) to this Form OMP-LS-CARP-2. The total of this Form OMP-LS-CARP-2 shall be transferred to Form OMP-A-CARP-2. Contractor shall provide all prices to complete this form. Amounts shall be in constant US dollars as of the Effective Date. The amount will be subsequently escalated per OMSP Section 4.1.

** Contractor shall specifically identify these items, expanding this form as necessary.

CARP LABOR NOT TO EXCEED BUDGET				AMOUNT ($)
ACTIVITY	**CATEGORY**	**REFERENCE FORM**	**QTY**	
1. Administration & Management	Total	OMP-L-CARP-2	1	$ 2,519,300.00
2. Manufacturing	Total	OMP-L-CARP-2		$
3. Engineering	a. Electrical	OMP-L-CARP-2	1	$ 15,864,700.00
	b. Mechanical	OMP-L-CARP-2	1	$ 2,799,600.00
	c. Other **	OMP-L-CARP-2		$
4. Other **	a.	OMP-L-CARP-2		$
	b.	OMP-L-CARP-2		$
	c.	OMP-L-CARP-2		$
TOTAL CARP LABOR NOT TO EXCEED BUDGET ITEM 2 – ATC SYSTEM REFURBISHMENT				$ 21,183,600.00

CAPITAL ASSETS REPLACEMENT PROGRAM (CARP)

FORM OMP-LS-CARP-3

SUMMARY OF LABOR NOT TO EXCEED BUDGET

CARP ITEM 3 – COMMUNICATION SYSTEM REFURBISHMENT

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall transfer totals from the six completed OMP-L-CARP-3 Forms (OMP-L1 through OMP-L6) to this Form OMP-LS-CARP-3. The total of this Form OMP-LS-CARP3 shall be transferred to Form OMP-A-CARP-3. Contractor shall provide all prices to complete this form. Amounts shall be in constant US dollars as of the Effective Date. The amount will be subsequently escalated per OMSP Section 4.1.

** Contractor shall specifically identify these items, expanding this form as necessary.

CARP LABOR NOT TO EXCEED BUDGET				AMOUNT ($)
ACTIVITY	**CATEGORY**	**REFERENCE FORM**	**QTY**	
1. Administration & Management	Total	OMP-L-CARP-3	1	$ 442,000.00
2. Manufacturing	Total	OMP-L-CARP-3		$
3. Engineering	a. Electrical	OMP-L-CARP-3	1	$ 1,338,900.00
	b. Mechanical	OMP-L-CARP-3		$
	c. Other **	OMP-L-CARP-3		$
4. Other **	a.	OMP-L-CARP-3		$
	b.	OMP-L-CARP-3		$
	c.	OMP-L-CARP-3		$
TOTAL CARP LABOR NOT TO EXCEED BUDGET ITEM 3 – COMMUNICATION SYSTEM REFURBISHMENT				**$ 1,780,900.00**

CAPITAL ASSETS REPLACEMENT PROGRAM (CARP)
FORM OMP-LS-CARP-4
SUMMARY OF LABOR NOT TO EXCEED BUDGET
CARP ITEM 4 – POWER DISTRIBUTION SYSTEM REFURBISHMENT

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall transfer totals from the six completed OMP-L-CARP-4 Forms (OMP-L1 through OMP-L6) to this Form OMP-LS-CARP-4. The total of this Form OMP-LS-CARP4 shall be transferred to Form OMP-A-CARP-4. Contractor shall provide all prices to complete this form. Amounts shall be in constant US dollars as of the Effective Date. The amount will be subsequently escalated per OMSP Section 4.1.

** Contractor shall specifically identify these items, expanding this form as necessary.

CARP LABOR NOT TO EXCEED BUDGET				AMOUNT ($)
ACTIVITY	**CATEGORY**	**REFERENCE FORM**	**QTY**	
1. Administration & Management	Total	OMP-L-CARP-4	1	$ 176,900.00
2. Manufacturing	Total	OMP-L-CARP-4		$
3. Engineering	a. Electrical	OMP-L-CARP-4	1	$ 2,170,200.00
	b. Mechanical	OMP-L-CARP-4	1	$ 260,800.00
	c. Other **	OMP-L-CARP-4		$
4. Other **	a.	OMP-L-CARP-4		$
	b.	OMP-L-CARP-4		$
	c.	OMP-L-CARP-4		$
TOTAL CARP LABOR NOT TO EXCEED BUDGET ITEM 4 – POWER DISTRIBUTION SYSTEM REFURBISHMENT				**$ 2,607,900.00**

CAPITAL ASSETS REPLACEMENT PROGRAM (CARP)
FORM OMP-LS-CARP-5

SUMMARY OF LABOR NOT TO EXCEED BUDGET

CARP ITEM 5 – WAYSIDE / STATION / M&SF EQUIPMENT REFURBISHMENT

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall transfer totals from the six completed OMP-L-CARP-5 Forms (OMP-L1 through OMP-L6) to this Form OMP-LS-CARP-5. The total of this Form OMP-LS-CARP-5 shall be transferred to Form OMP-A-CARP-5. Contractor shall provide all prices to complete this form. Amounts shall be in constant US dollars as of the Effective Date. The amount will be subsequently escalated per OMSP Section 4.1.

** Contractor shall specifically identify these items, expanding this form as necessary.

CARP LABOR NOT TO EXCEED BUDGET				AMOUNT ($)
ACTIVITY	CATEGORY	REFERENCE FORM	QTY	
1. Administration & Management	Total	OMP-L-CARP-5	1	$ 168,400.00
2. Manufacturing	Total	OMP-L-CARP-5		$
3. Engineering	a. Electrical	OMP-L-CARP-5	1	$ 160,000.00
	b. Mechanical	OMP-L-CARP-5	1	$ 1,271,900.00
	c. Other **	OMP-L-CARP-5		$
4. Other **	a.	OMP-L-CARP-5		$
	b.	OMP-L-CARP-5		$
	c.	OMP-L-CARP-5		$
TOTAL CARP LABOR NOT TO EXCEED BUDGET ITEM 5 – WAYSIDE / STATION / M&SF EQUIPMENT REFURBISHMENT				**$ 1,600,300.00**

VEHICLE OVERHAUL NOT TO EXCEED BUDGET DATA

FORM OMP-LS-VO

SUMMARY OF LABOR NOT TO EXCEED BUDGET

CONTRACTOR: Crystal Mover Services, Inc.

Contractor shall transfer totals from the six completed OMP-L-VO Forms (OMP-L1 through OMP-L6) to this Form OMP-LS-VO. The total of this Form OMP-LS-VO shall be transferred to Form OMP-CARP-VO. Contractor shall provide all prices to complete this form. Amounts shall be in constant US dollars as of the Effective Date. The amount will be subsequently escalated per OMSP Section 4.1.

** Contractor shall specifically identify these items, expanding this form as necessary.

VEHICLE OVERHUL LABOR NOT TO EXCEED BUDGET				AMOUNT ($)
ACTIVITY	**CATEGORY**	**REFERENCE FORM**	**QTY**	
1. Administration & Management	Total	OMP-L1		$
2. Manufacturing	Total	OMP-L2		$
3. Engineering	a. Electrical	OMP-L3		$
	b. Mechanical	OMP-L4		$
	c. Other **	OMP-L5		$
4. Other **	a. Vehicle	OMP-L6	12 set	$ 1,600,123.80
	b. MRV	OMP-L6	1 set	$ 33,335.20
	c.	OMP-L6		$
TOTAL VEHICLE OVERHAUL LABOR NOT TO EXCEED BUDGET				**$ 1,633,459.00**

CAPITAL ASSETS REPLACEMENT PROGRAM (CARP)

FORM OMP-MS-CARP-1

SUMMARY OF MATERIAL NOT TO EXCEED BUDGET

CARP ITEM 1 – VEHICLE REFURBISHMENT

CONTRACTOR: Crystal Mover Services, Inc.

The total of this Form OMP-MS-CARP-1 shall be transferred to Form OMP-A-CARP-1. Contractor shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Effective Date. The amounts will subsequently be escalated per OMSP Section 4.1.

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	**CATEGORY**	
1. Consumables & Parts and Spare Equipment	a. Bogies	$ 9,023,600.00
	b. Doors	Included in the above
	c. ATC	
	d. Communication	
	e. HVAC	
	f. Vehicle Body	
	g. Vehicle Interior	
	h. All Other Components (Specify) **	
2. Office & Administration	a. Office Materials	$
	b. Travel	$
	c. Other (Specify) **	$
3. Additional Spares, Consumables, and Equipment (specify)**		$
4. Other (Specify) **		$
TOTAL CARP MATERIAL NOT TO EXCEED BUDGET ITEM 1 – VEHICLE REFURBISHMENT		**$ 9,023,600.00**

** Contractor shall identify these items, expanding this form as necessary.

CAPITAL ASSETS REPLACEMENT PROGRAM (CARP)

FORM OMP-MS-CARP-2

SUMMARY OF MATERIAL NOT TO EXCEED BUDGET

CARP ITEM 2 – ATC SYSTEM REFURBISHMENT

CONTRACTOR: Crystal Mover Services, Inc.

The total of this Form OMP-MS-CARP-2 shall be transferred to Form OMP-A-CARP-2. Contractor shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Effective Date. The amounts will subsequently be escalated per OMSP Section 4.1.

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	CATEGORY	
1. Consumables & Parts and Spare Equipment	a. ATC Equipment	$ 10,794,300.00
	b. Central Control	Included in the above
	c. All Other Components (Specify) **	
2. Additional Office & Administration	a. Office Materials	$
	b. Travel	$
	c. Other (Specify) **	$
3. Additional Spares, Consumables, and Equipment (specify)**	Equipment	$
4. Other (Specify) **		$
TOTAL CARP MATERIAL NOT TO EXCEED BUDGET CARP ITEM 2 – ATC SYSTEM REFURBISHMENT		**$ 10,794,300.00**

** Contractor shall identify these items, expanding this form as necessary.

CAPITAL ASSETS REPLACEMENT PROGRAM (CARP)

FORM OMP-MS-CARP-3

SUMMARY OF MATERIAL NOT TO EXCEED BUDGET

CARP ITEM 3 – COMMUNICATION SYSTEM REFURBISHMENT

CONTRACTOR: Crystal Mover Services, Inc.

The total of this Form OMP-MS-CARP-3 shall be transferred to Form OMP-A-CARP-3. Contractor shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Effective Date. The amounts will subsequently be escalated per OMSP Section 4.1.

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	**CATEGORY**	
1. Consumables & Parts and Spare Equipment	a. PA Communication	$ 4,089,800.00
	b. Passenger Information System	Included in the above
	c. CCTV System	
	d. Telephone	
	e. Emergency Telephones	
	f. All Other Components (Specify) **	
2. Additional Office & Administration	a. Office Materials	$
	b. Travel	$
	c. Other (Specify) **	$
3. Additional Spares, Consumables, and Equipment (specify)**		$
4. Other (Specify) **		$
TOTAL CARP MATERIAL NOT TO EXCEED BUDGET CARP ITEM 3 – COMMUNICATION SYSTEM REFURBISHMENT		**$ 4,089,800.00**

** Contractor shall identify these items, expanding this form as necessary.

CAPITAL ASSETS REPLACEMENT PROGRAM (CARP)

FORM OMP-MS-CARP-4

SUMMARY OF MATERIAL NOT TO EXCEED BUDGET

CARP ITEM 4 – POWER DISTRIBUTION SYSTEM REFURBISHMENT

CONTRACTOR: Crystal Mover Services, Inc.

The total of this Form OMP-MS-CARP-4 shall be transferred to Form OMP-A-CARP-4. Contractor shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Effective Date. The amounts will subsequently be escalated per OMSP Section 4.1.

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	**CATEGORY**	
1. Consumables & Parts and Spare Equipment	a. SCADA	$ 3,289,700.00
	b. PDS Equipment	Included in the above
	c. All Other Components (Specify) **	
2. Office & Administration	a. Office Materials	$
	b. Travel	$
	c. Other (Specify) **	$
3. Additional Spares, Consumables, and Equipment (specify)**		$
4. Other (Specify) **		$
TOTAL CARP MATERIAL NOT TO EXCEED BUDGET CARP ITEM 4 – POWER DISTRIBUTION SYSTEM REFURBISHMENT		**$ 3,289,700.00**

** Contractor shall identify these items, expanding this form as necessary.

CAPITAL ASSETS REPLACEMENT PROGRAM (CARP)

FORM OMP-MS-CARP-5

SUMMARY OF MATERIAL NOT TO EXCEED BUDGET

CARP ITEM 5 – WAYSIDE / STATION / M&SF EQUIPMENT REFURBISHMENT

CONTRACTOR: Crystal Mover Services, Inc.

The total of this Form OMP-MS-CARP-5 shall be transferred to Form OMP-A-CARP-5. Contractor shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Effective Date. The amounts will subsequently be escalated per OMSP Section 4.1.

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	**CATEGORY**	
1. Consumables & Parts and Spare Equipment	a. Doors	$ 4,013,000.00
	b. Dynamic Signs	Included in the above
	c. PA equipment	
	d. Tools & Specialty Equipment	
	e. All Other Components (Specify) **	
2. Office & Administration	a. Office Materials	$
	b. Travel	$
	c. Other (Specify) **	$
3. Additional Spares, Consumables, and Equipment (specify)**		$
4. Other (Specify) **		$
TOTAL CARP MATERIAL NOT TO EXCEED BUDGET CARP ITEM 5 – WAYSIDE / STATION / M&SF EQUIPMENT REFURBISHMENT		**$ 4,013,000.00**

** Contractor shall identify these items, expanding this form as necessary.

VEHICLE OVERHAUL NOT TO EXCEED BUDGET DATA

FORM OMP-MS-VO

SUMMARY OF MATERIAL NOT TO EXCEED BUDGET

CONTRACTOR: Crystal Mover Services, Inc.

The total of this Form OMP-MS-VO shall be transferred to Form OMP-A-VO. Contractor shall provide prices for all blank spaces on this form. All amounts shall be in constant United States dollars as of the Effective Date. The amounts will subsequently be escalated per OMSP Section 4.1.

MATERIALS AND MISCELLANEOUS ITEMS		PRICE AMOUNT ($)
CLASSIFICATION	**CATEGORY**	
1. Vehicles	a. Carbody	$ 4,937,408.28
	b. Doors & Interior Equipment	Included in the above
	c. Running Gear & Couplers	
	d. HVAC	
	e. Propulsion and Braking	
	f. ATC	
	g. Communications	
	h. CCTV	
	i. All Other Components (Specify) **	
2. Travel / Shipping	a. Shipping	$
	b. Travel	$
	c. Other (Specify) **	$
3. Additional Consumables, Spare Parts & Equipment (Provide a list)	a. Mechanical	$
	b. Electrical	$
	c. Other (Specify) **	$
4. Other (Specify) **	MRV	$ 102,862.72
	TOTAL NOT TO EXCEED BUDGET VEHICLE OVERHAULS	**$ 5,040,271.00**

** Contractor shall identify these items, expanding this form as necessary

APPENDIX – C

OPERATIONS AND MAINTENANCE GENERAL REQUIREMENTS

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

This Agreement and Release of Claims ("Agreement and Release"), made and entered into this ______________ day of, ____________ 20____ by and between **MIAMI-DADE COUNTY, FLORIDA** (hereinafter referred as "Owner"), and ___________________________ ("Contractor"), whose place of business is at _____________________________________.

R E C I T A L S

1 Owner and Contractor entered into Contract No.__________ at Miami International Airport, Miami, Florida, dated ____________.

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

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

A G R E E M E N T

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

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

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

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

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

Description of Claim	Amount of Claim
[include attachment if necessary]	

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

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

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

8. Contractor shall immediately defend, indemnify and hold harmless the Owner and all of its agents, employees, inspectors, consultants assignees and transferees from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Contractor's subcontractors and/or suppliers and/or Contractor for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of the Contract, except for the Disputed Claims set forth in Paragraph 4.

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

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

OWNER:
Miami-Dade County, Florida

By: ___________________________ (name and title)

CONTRACTOR:

____

By: ___________________________ (name and title)

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

APPENDIX – D

OPERATIONS AND MAINTENANCE GENERAL REQUIREMENTS

Implementing Order

Implementing Order No.: 3-41

Title: SMALL BUSINESS ENTERPRISE (SBE) PROGRAM FOR THE PURCHASE OF GOODS AND SERVICES

Ordered: 7/10/2018 **Effective:** 7/20/18

AUTHORITY:
Sections 1.01, 2.02 and 5.02 of the Miami-Dade County Home Rule Amendment and Charter and Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code of Miami-Dade County.

SUPERSEDES:
This Implementing Order supersedes previous Implementing Order 3-41, ordered May 3, 2011 and effective May 13, 2011.

POLICY:

A. This Small Business Enterprise ("SBE") Program shall apply to all County and Public Health Trust contracts for the purchase of goods ("SBE-Goods") or services ("SBE-Services"), respectively, including professional services other than architectural, engineering, architectural landscape and land surveying and mapping professional services of seven hundred thousand dollars ($700,000.00) or less, governed by Florida Statutes Section 287.055. The SBE Program shall not apply to construction or construction management services of seven hundred thousand dollars ($700,000.00) or less; purchase, leases or rental of real property; licenses and permits; concessions; franchise agreements; or contracts for investment banking services.

B. It is the policy of Miami-Dade County that County departments expend with SBEs one hundred (100) percent of the total value of contracts one hundred thousand dollars ($100,000.00) or less for goods or services.

C. Small Business Enterprise Measures may be applied to contracts greater than $100,000.

D. The application of contract measures to contracts for goods or services purchased by the Public Health Trust shall be governed by this Implementing Order, except that the Public Health Trust shall establish its own administrative procedures consistent with this Implementing Order to govern the application of contract measures to its purchases of goods or services except for construction and/or architectural and engineering services. The Public Health Trust shall provide data on a quarterly basis of all contracts awarded to SBEs.

I. DEFINITIONS:

This Implementing Order incorporates completely, definitions listed in the SBE Goods Program ordinance and SBE Services Program ordinance. Additional terms necessary for the understanding of this Implementing Order, are listed below:

A. Anniversary Date means twelve (12) months from the date of which a firm received approval for its SBE certification, recertification or continuing eligibility.

B. Billing means any request for payment by a SBE, whether through a regular invoice, change order, claim, etc.

C. Board means the Board of County Commissioners of Miami-Dade County, Florida.

D. Business Tax Receipt means a document verifying that a firm is registered by Miami-Dade County to do business in Miami-Dade County.

E. Certificate of Assurance means the departmental form submitted with bid documents whereby the Bidder acknowledges: (i) Small Business Enterprise ("SBE") measures apply to the project; and (ii) Bidder will submit its list of certified SBEs to satisfy the measures via Miami-Dade County's web-based system, within the specified time frame.

F. Compliance Audit is generated the month after payment is made from the County to the successful bidder/proposer ("Successful Bidder" or "Successful Proposer" or "Successful Bidder/Proposer") and requires the Successful Bidder/Proposer to report payments made to subcontractors, and for the subcontractors to confirm receipt of these payments, via the County's web-based system within the timeframe specified by SBD.

G. Compliance Monitor means the Director of Small Business Development or designee from the Minority Affairs Division of the Miami-Dade Aviation Department or designee assigned to review compliance with Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code of Miami-Dade County, as amended, and this Implementing Order.

H. Continuing Eligibility means authorization following an annual review of a Miami-Dade County certified SBE firm to verify that program eligibility requirements are maintained.

I. Contract means an agreement for the purchase of goods or services, including professional services. Professional services includes, but is not limited to accounting, legal, health care, consulting and management services. For SBE-Goods, Contract does not mean: (i) an agreement to purchase, lease or rent real property; or (ii) a grant, license, permit, franchise or a concession. For SBE-Services, Contract does not mean: (i) an agreement to purchase, lease, or rent real property; (ii) a grant, license, permit, franchise or a concession; (iii) an agreement to acquire professional architectural, engineering, landscape architectural or land surveying and mapping services of seven hundred thousand dollars ($700,000.00) or less; or (iv) a contract for construction or construction management services of seven hundred thousand dollars $700,000.00) or less.

J. Contract Measure means a contract set-aside, a subcontract goal, a bid preference, or a selection factor, singly or in any combination.

K. Contracting Officer means a department director or his/her designee, who prior to award manages the bid process or post award and has primary responsibility to manage the contract and enforce contract requirements.

L. County means Miami-Dade County, Florida, a political subdivision of the State of Florida.

M. Debar means to exclude a contractor, its individual officers, its shareholders with significant interests, its qualifying agent, or its affiliated businesses from county contracting and subcontracting for a specified period.

N. Graduation means the SBE has exceeded either the personal net worth or the specific size limits stated for the program and may no longer be eligible to participate in the Program.

O. Joint Venture means a business arrangement of two or more parties, in which at least one is a SBE that agrees to pool its resources for the purpose of accomplishing a specific task, and is registered with SBD.

P. Make-up Plan means a plan whereby a bidder submits via the County's web-based system its commitment that if awarded the contract, it will fulfill all or a portion of any pending SBE-Goods or SBE-Services makeup requirement and identify the certified SBE firm(s) to be utilized to fulfill the make-up requirement that is in excess of any SBE goal(s) required on the project, and the percentage, dollar value and description of the work that needs to be made up within the time frame specified by SBD.

Q. Mentor means a firm with an established business which has applied for and been approved by SBD, in accordance with applicable procedures, for participation as a mentor in the Mentor-Protégé Program. A Mentor may not provide mentoring services to more than one (1) Protégé firm at any one time, but is allowed to serve as a Mentor for an unlimited number of times (pursuant to SBD approval).

R. Mentor-Protégé Program is a program whose purpose is to build effective working relationships between leaders of mature established companies and emerging small business enterprises in order for the latter to benefit from the knowledge and experience of the established mentor firms. Specific details of this program are provided in this Implementing Order.

S. Mentor-Protégé Program Coordinator means the Small Business Development staff designated as the individual(s) responsible for coordinating and administering the various activities of the Mentor-Protégé Program.

T. Mentor-Protégé Project Plan is a description of the type of training the Mentor will provide to the Protégé during the identified project. This document will be developed by the Mentor with the Protégé's input and submitted along with a signed Mentor-Protégé Development Agreement; all to be reviewed and approved by Small Business Development.

U. Mentor-Protégé Development Agreement a signed agreement between a Mentor (prime) and a certified CSBE firm (subcontractor/sub-consultants) Protégé.

V. NAICS means North American Industry Classification System.

W. NIGP means National Institute of Governmental Purchasing.

X. Protégé means a firm: (i) certified as a SBE with SBD; (ii) actively conducting business for a minimum of two (2) years; (c) maintaining an actual place of business where it provides its products and services, in Miami-Dade County; (d) in good legal standing with the State of Florida, Miami-Dade County, and all other local jurisdictions; and (e) without any SBE violations within the preceding two (2) year period from its application to the MPP. Such participation cannot exceed two (2) years, and a firm may only be a Protégé one time. A Protégé agrees to follow all MPP guidelines and devote the necessary time, staff and resources to fulfill its responsibility as a Protégé, including attending all meetings scheduled with the Mentor and/or SBD.

Y. Review Committee or RC means the committee established by the County Mayor or designee to review proposed projects for the application of contract measures where SBD and the contracting department have not established consensus and when the public input requires deliberation regarding the measures/goals recommendation. The RC will make recommendations to the Mayor or designee as needed.

Z. SBD means the Division of Small Business Development or successor division or department.

AA. Small Business Enterprise (SBE) means a business entity certified by SBD, providing goods or services, which has a valid business tax receipt issued by Miami-Dade County at least one (1) year prior to certification, an actual place of business in Miami-Dade County, not a Virtual Office, and whose three year average gross revenues does not exceed the following contracting participation levels:

i. Micro Tier 1 — $0 to $750,000;

ii. Micro Tier 2 — $750,000.01 to $2,000,000; or

iii. Tier 3 — $2,000,000.01 to $5,000,000.

The term Small Business Enterprise shall also include a (x) manufacturer with one hundred (100) employees or less or (y) wholesaler with fifty (50) employees or less without regard to gross revenues. A wholesaler or manufacturer must comply with all other requirements of this section to be a certified SBE.

No firm shall be certified as a SBE where the personal net worth of any of its owners is more than ($1,500,000), exclusive of: (a) the value of the primary residence for which there is a homestead exemption; (b) the value of the business; and (c) funds invested in an individual retirement account ("IRA"), 401k, pension, or other official retirement account. The owner MUST provide information about the terms and restrictions of the account(s) to SBD, and certify that the retirement account(s) is legitimate. Representations as to a business entity's average gross revenues, personal net worth of owners and payroll shall be subject to audit.

The County Mayor or designee shall be authorized to adjust the SBE size limits every five (5) years at his/her discretion based on the Consumer Price Index for All Urban Consumers (CPI-U) calculated by the U.S. Department of Commerce or other appropriate tool of inflation measures as applied to Miami-Dade County for the preceding five (5) years. The first indexing adjustment shall occur for the 2013-2014 calendar year using the figures provided for the calendar year ended December 31, 2012, and every five (5) years thereafter. The County Mayor or designee shall advise the Board of any such adjustment.

BB. Utilization Plan means the plan whereby a Bidder submits via the County's web-based system its commitment that if awarded the contract, it will fulfill the SBE goal(s) required for the project and identify certified firms to fulfill goal(s) and percentages, dollar value, and description of the work to fulfill the SBE goal within the time frame specified by SBD. Subcontractor(s) listed will also be required to confirm their participation via the County's web-based system within the specified time frame. Bidders must enter into written subcontracts with the listed SBE(s).

CC. Vendor means one who sells goods or services.

DD. Virtual Office means an agreement that provides a receptionist, mail and facsimile services, and similar services, that give the appearance of having a business presence at a location, but the business entity has no ongoing, full-time physical presence in the building. Virtual Offices are invalid for certification purposes.

II. MANAGEMENT & TECHNICAL ASSISTANCE (MTA) PROGRAM

A. Description

SBD will provide management and technical assistance and community outreach to certified SBEs performing as vendors and providing goods and/or services in Miami-Dade County. These services will be referred to as the "MTA Program."

B. Program Requirements
For SBE firms to participate in the MTA Program they must meet certain program requirements, which includes regular meetings with SBD and participation in community outreach events.

C. Management and Technical Assistance Services
Small Business Development will be responsible for providing services to small businesses that should include, but should not be limited to pre and post-award services and access to business management services. Each firm will be assigned an SBD staff person (the "Technical Assistance Coordinator") in order to assess and address their particular needs.

1. After being certified* by SBD in the SBE Program, the SBE will meet with the Technical Assistance Coordinator ("TAC"). The TAC will:

    a. Provide an overview of SBD functions;

    b. provide an overview of the SBE Program;

    c. provide the SBE with a packet containing forms for the MTA, Bonding and Financial Assistance Program, and Mentor-Protégé Program, as well as a Needs Assessment Form; and

    d. assist the SBE in filling out the Needs Assessment Form.

    **Note* - in some instances, firms applying for SBE certification will be referred to the MTA Program for assistance before being certified.

2. The SBD TAC will review the SBE Needs Assessment Form to determine what needs the SBE has, and will make sure that the SBE meets all eligibility requirements for the various programs.

3. If participation in the Mentor-Protégé Program is recommended, the Bonding and Loan Coordinator ("BLC") will assist the SBE in filling out the forms to register for that program.

4. If participation in the Bonding and Financial Assistance Program (the "BFA Program") is recommended, the BLC will assist the SBE in filling out the necessary forms. If bonding assistance is identified as a need, the applicant shall fill out a bonding assistance questionnaire.

D. Community Outreach

Small Business Development shall provide community outreach to stimulate the interest of the small business community in the program. The department shall design and implement an outreach program that will communicate the advantages of the program as well as convincing potential participants that contracting opportunities exist. The program shall provide on-going recruitment and assistance to small businesses.

E. Program Restrictions

The following restrictions shall apply to the program applicant:

1. An applicant who exceeds the SBE Program size standards after one year of being formally notified is prohibited from continued participation.

2. Firm must have an actual place of business in Miami-Dade County.

3. Loss of certification shall result in prohibition from the program.

III. BONDING AND FINANCIAL ASSISTANCE PROGRAM

A. Program Description

Upon the Board's approval of a Bonding and Financial Assistance Program and award of the contracts necessary to implement same, SBEs that are certified and in good standing with Miami-Dade County may be eligible to receive bonding and financial assistance. The County shall establish guidelines and procedures for the implementation of the Financial Assistance program to include eligibility requirements for application.

The BFA Program will provide SBEs with assistance in obtaining bonding and/or financial assistance for goods and services contracts. Bonding assistance will include providing assistance in preparing and completing bond packages as well as providing funding to be used for bonding purposes. Financial assistance will include providing financial assistance such as mobilization capital, line of credit and/or working capital loans through partnering relationships with financial institutions.

B. Program Requirements

1. Bond Application Assistance Process

   Upon completion of the bond application package, the same shall be reviewed for completeness and thereafter shall be submitted to the entities with whom the County contracts for the Program. Any additional information required by such entities shall be requested directly from the SBE with a copy of such request to SBD staff.

2. Bonding and Financial Application Process

   a. The BFA Program participant will provide all the necessary documentation to complete a Bonding and/or Financial Assistance application. SBD, through partnering relationships with bonding agencies and lending institutions, shall assist SBEs in obtaining bonding and financial assistance.

b. SBD shall assist the BFA Program participant in preparing and completing the Bonding and/or Financial Assistance application package.

c. Upon completion of the Bonding and/or Financial Assistance application package, SBD staff will perform a review of the BFA Program participant's application for completeness and thereafter submit same to the entities with whom SBD has partnered for the BFA Program. SBD staff shall be notified of the approval status of the bonding or loan application.

d. Any additional information required by bonding entities shall be requested directly from the SBE with a copy of such request to SBD staff.

C. Bonding and Loan Coordinator Responsibilities:

1. The BLC shall maintain a listing of surety bonding companies, which will be utilized in the BFA Program. This listing shall include treasury listed and state listed companies only.

2. The BLC shall coordinate between the County, eligible SBEs, and surety bonding companies.

3. The BLC shall solicit eligible lending institutions to participate in the BFA Program, and refer eligible SBEs to them as needed.

4. The BLC will keep records and files on all SBE firms that have applied to participate in any of the SBD training or assistance programs. The BLC will also set up appointments for SBE firms with the appropriate entities as applicable.

5. The BLC will coordinate regular workshops for SBE firms on how to do business with the County, to discuss County procurement processes and to develop specialized business related educational opportunities.

6. The BLC is responsible for marketing of the BFA Program.

7. The BLC is responsible for providing various reports to the Small Business Advisory Board. Such reports will include the: (a) number of clients that applied to the BFA Program; (b) number of clients that received bonding and/or loans; and (c) bonding or loan amount(s).

D. BFA Program Process and Segments

Firms wishing to be part of these programs will follow the steps below:

1. Certified SBE expresses need for financial assistance, through internal referral or outreach activities.

2. Referral is made to the BLC and financial needs assessment meeting appointment is made.

3. Financial needs assessment meeting is conducted and SBE's financial needs are addressed. BLC will assess the SBE's financial condition and present it with attainable options.

4. If a bonding need is identified, then BLC will refer SBE to a surety agent, and provide additional assistance as needed. BLC will follow up with surety agent and report outcome of bonding assistance request.

5. If loan assistance is needed, then BLC will refer the SBE to the most suitable lending partner, including commercial banks, alternative lenders, and microlenders. BLC will follow up with SBE and lending partner, provide additional assistance where needed in the process, and report outcome of lending assistance referrals.

IV. CERTIFICATION

A. Eligibility Requirements

1. SBD is the County agency responsible for certifying, decertifying and re-certifying applicants for the SBE Program.

2. SBE applicants must be profit-motivated businesses. Not-for-profit or non-profit corporations are not eligible for certification.

3. Only firms that meet personal net worth and size limits of SBEs as to average annual gross revenues for the last three (3) years may be certified as SBEs, or in the case of manufacturers and wholesalers – the number of full-time, permanent employees of the applicant firm and all of its domestic and foreign affiliates, may be certified as SBEs.

4. Size determinations for SBEs certification eligibility shall take into account the combined gross revenues of the applicant firm and all of its domestic and foreign affiliates, or in the case of manufacturers and wholesalers – the number of full-time, permanent employees of the applicant firm and all of its domestic and foreign affiliates. All affiliates of the applicant firm, regardless of whether organized for profit, shall be included. Section E below provides additional information regarding affiliation determinations.

   Applicants and certified SBEs must be properly licensed to conduct business in Miami-Dade County, must perform a commercially useful function with an actual place of business in Miami-Dade County, not a Virtual Office, must have a valid business tax receipt issued by Miami-Dade County at least one (1) year prior to certification, and must continue to perform a commercially useful function in Miami-Dade County to be eligible for certification or to remain certified. In addition, a firm shall not be certified unless it contributes to the economic development and well-being of Miami-Dade County's tax base. When determining whether the applicant has an actual place of business in Miami-Dade County, SBD shall consider evidence such as, but not limited to:

a. The existence and location of secretarial or other administrative staff.

b. Offices, premises related to business, or other facilities within Miami-Dade County at which the goods or services to be provided are produced or performed.

c. Local Business Tax Receipt issued by Miami-Dade County.

5. Interested parties shall complete an SBE certification application via the County's web-based system. An explanation of the certification requirements is also available on SBD's Web Page at www.miamidade.gov/smallbusiness.

B. Terms of Certification

1. Certification for a SBE firm is valid for a three (3) year period. Certification for SBE is continuous within the three (3) year period with the firm's submission of an Affidavit for Continuing Eligibility. SBD shall require that all SBE firms, in order to continue eligibility, submit an affidavit for Continuing Eligibility annually on or before the Anniversary Date via the County's web-based system. The Affidavit for Continuing Eligibility shall include, at a minimum:

   a. Most recent, signed, complete business tax return(s) or extension(s) for the firm and all affiliates.

   b. Current business, professional licenses and certifications, and Local Business Tax Receipt issued by Miami-Dade County.

   c. Current lease agreement or warrantee deed for the firm's actual place of business.

   d. Notarized, sworn affiliation affidavit.

2. Additional supporting documentation may be required by SBD to verify eligibility.

3. SBD will take the following action if a SBE firm's Affidavit for Continuing Eligibility is not received on or before the Anniversary Date:

   a. SBD shall prepare a "Notice of Certification Removal".

   b. SBD shall mail the Notice to the SBE firm.

   c. SBD shall allow the SBE firm fifteen (15) days from the date of the notice to provide the "Affidavit for Continuing Eligibility" and supporting documentation.

d. If the SBE firm does not provide the “Affidavit for Continuing Eligibility” and supporting documentation within the timeframe stipulated above, SBD shall decertify the firm and notify the firm in writing of the decertification.

e. The “Notice of Certification Removal” will be dated the day following the deadline established pursuant to “c.” above.

4. A SBE firm, its individual officers, its shareholders, its qualifying agent or its affiliated businesses that has been denied certification or continuing eligibility, or that has been decertified, is not eligible to apply for certification for twelve (12) months from the time of the denial or, decertification. Firms that have been decertified for non-submittal of documents, may apply for recertification once said documents have been submitted and verified by SBD. Graduating firms may be eligible to reapply for certification, after filing and submitting their most recent corporate tax return subsequent to graduation, if and only if, said tax return was not previously considered.

5. A SBE Enterprise must be certified by the applicable type of goods or services it provides in accordance with the applicable NAICS/NIGP Commodity Code in which the SBE is licensed (if applicable). A SBE can be certified in more than one NAICS/NIGP Commodity Codes. SBD will determine the appropriate codes for certification under the program based on the licenses held by the firm and experience submitted to SBD.

6. A business owner, alone or as a member of a group, shall own or control only one SBE firm at a time and shall not own or control another separate business certified under the Small Business Enterprise Program. If a non-SBE in the same or similar line of business as a SBE has an equity ownership of such SBE that exceeds ten (10) percent, the SBE shall not be certified or recertified.

7. Certified SBEs shall provide written notice to SBD of any changes that affect their eligibility as SBEs. SBEs shall submit a Change of Request Form and supporting documentation describing the nature of the change, and stating the effective date of the change(s) to SBD within thirty (30) calendar days of the effective date of the change(s). Change Request Forms will be available on-line or upon receipt of written notification from the firm. This form must be completed and returned to SBD in order for the change to be processed by SBD.

8. A SBE must have a valid certification in effect at time of bid submittal. For successful bidders, certification must be maintained from bid award throughout the duration of the agreement. With the exception of graduation from the SBE Program, loss of SBE certification may lead to removal of the firm from continued participation in the SBE Program. SBD staff shall not be limited to Eligibility Review Meetings (ERMs) and/or site visits when attempting to determine continuing compliance with certification requirements.

C. Certification Process

1. SBD shall collect, analyze and verify all information needed to establish the eligibility of an applicant and continued eligibility of SBEs.

2. SBD shall not certify an applicant, shall not grant continuing eligibility to a SBE, and shall decertify a SBE who:

   a. Fails to comply with the criteria or procedures of the SBE Ordinance, this Implementing Order and/or participation provisions;

   b. Fails to complete the application process;

   c. Fails to provide full disclosure;

   d. Falsifies information; or

   e. Has been debarred by the County.

3. SBD shall certify each SBE/Micro Enterprise by the type of good and/or service it performs in accordance with the applicable NAICS/NIGP code(s).

4. SBD shall give written notice, including the reasons for its decision, to applicants who are denied certification and to SBEs who are decertified, or denied continuing eligibility recertification, or have graduated.

5. SBD may require applicants and SBEs to submit information regarding their business operations including, but not limited to, a breakdown of the applicant's or SBE's ownership and gross annual sales receipts.

6. SBD shall provide written procedures and/or forms for continuing eligibility to certified SBEs no later than thirty (30) calendar days prior to their Anniversary Date.

7. SBD shall maintain an updated list of SBEs, based on each NAICS/NIGP commodity code(s) by which the SBE is certified.

D. Decertification

1. If during the period of certification, the County receives information that a SBE received certification improperly or that the firm no longer qualifies to be certified as a SBE, then SBD shall conduct an investigation of the allegations.

2. SBD shall decertify the firm if the investigation indicates that:

   a. The firm cannot be contacted at the last known address;

b. The firm is no longer in business;

c. The firm is no longer licensed to do the type of business for which it was certified;

d. The firm obtained its original certification and/or recertification through false representation or deceit; or

e. The firm has been debarred by Miami-Dade County.

3. When decertifying a SBE, SBD shall either:

a. Give notice to the SBE that the decertification decision will be effective at the completion of any appeal under this Implementing Order; or

b. Suspend the certification of the SBE during any appeal of the decertification decision.

E. Affiliation Determination

General: Only small firms that meet size limits of SBEs as to average annual adjusted gross revenues for the last three years or number of employees for manufacturers and/or wholesalers may be certified as SBEs. Size determinations for SBE shall take into account the combined gross revenues and/or employees of the applicant firm and all of its domestic and foreign affiliates. All affiliates of the applicant firm, regardless of whether organized for profit, shall be included.

1. Affiliation: Firms are considered affiliates of each other when either directly or indirectly:

a. One firm controls or has the power to control the other, or

b. A third party or parties controls or has the power to control both, or

c. An identity of interest between or among parties exists such that affiliation may be found.

2. In determining whether affiliation exists, consideration shall be given to all appropriate factors, including but not limited to common ownership, related business lines or related scopes of work, common facilities, common management, and contractual relationships. Examples of affiliation include:

a. Nature of control in determining affiliation

1) Every firm is considered to have one or more parties who directly or indirectly control or have the power to control it.

Control may be affirmative or negative and it is immaterial whether it is exercised so long as the power to control exists.

2) Control can arise through stock ownership; occupancy of director, officer or key employee positions; contractual or other business relations; or combinations of these and other factors.

b. Identity of interest between and among persons as an affiliation determinant. Affiliation can arise between or among two or more persons with an identity of interest, such as members of the same family or persons with common investments in more than one firm. In determining who controls or has the power to control a firm, persons with an identity of interest may be treated as though they were one person.

3. Affiliation through stock ownership.

4. Affiliation through common management. Affiliation generally arises where officers, directors, or key employees serve as the majority or otherwise as the controlling element of the board of directors and/or the management of another firm.

5. Affiliation through common facilities. Affiliation generally arises where one firm shares office space and/or employees and/or other facilities with another firm, particularly where such firms are in the same or related industry or field of operations, or where such firms were formerly affiliated.

6. Affiliation with a newly organized firm. Affiliation generally arises where former officers, directors, principal stockholders, and/or key employees of one firm organize a new firm in the same or a related industry or field of operation, and serve as its officers, directors, principal stockholders, and/or key employees, and the firm is furnishing or will furnish the other firm with sub-consulting agreements, financial or technical assistance, proposal or performance bond indemnification, and/or other facilities, whether for a fee or otherwise.

7. Affiliation through contractual relationships. Affiliation generally arises where one firm is dependent upon another firm for consulting agreements and business to such a degree that its economic viability would be in jeopardy without such agreements/business.

8. Affiliation under joint venture arrangements

V. JOINT VENTURES BIDDING ON CONTRACTS WITH SBE MEASURES

A. Approval of Joint Ventures

Only joint ventures registered with SBD in accordance with this Implementing Order are eligible to participate as joint ventures in the SBE program. Joint ventures must be lawfully established. At least one member of the joint venture must be certified as a SBE before the joint venture can be approved. Joint ventures can participate under the SBE program on contracts with set-asides, subcontractor goals, bid preferences and selection factors.

B. Program Requirements and Incentives

Joint Ventures must submit their joint venture agreements for approval by SBD, no later than thirty (30) calendar days prior to the date set for receipt of bids on an eligible project. SBD shall review the joint venture agreements for approval by considering the following factors:

1. Allocation of profits and losses to each venture partner;
2. allocation of the management and control; and
3. capital investment from each venture partner.

As a Joint Venture under the SBE programs, a written joint venture agreement must be completed by all parties, lawfully established with the State of Florida, and executed before a notary public, which clearly delineates the rights and responsibilities of each member or partner. The agreement must state that the Joint Venture will continue for the duration of the project, at minimum.

A proposal/bid submitted by a Joint Venture that does not include a written joint venture agreement approved by SBD in accordance with the requirements of this IO, shall be deemed a non-qualified Joint Venture, and ineligible to participate in the SBE Program. An eligible Joint Venture may bid on County projects. Upon the approval of the contracting department and SBD, all projects valued over $5,000,000 shall require each bidder to be a Joint Venture, as long as availability exists.

Joint Ventures will receive a Bid Preference or Selection Factor based on the percentage ownership of the SBE, as follows:

a. Less than ten percent (10%) SBE ownership will result in a 0% bid preference or 0% selection factor.

b. Between ten percent (10%) to twenty percent (20%) SBE ownership will result in a 3% bid preference or 3% selection factor.

c. Between twenty-one (21%) to fifty percent (50%) SBE ownership will result in a 5% bid preference or 5% selection factor.

d. Fifty-one percent (51%) and greater SBE ownership will result in a 10% bid preference or 10% selection factor.

The Joint Venture will receive credit towards any CBE-A/E measures based on the percentage ownership of the SBE that is part of the joint venture. A Joint Venture that includes fifty-one percent (51%) or above CBE-A/E ownership may also bid on set-aside contracts.

C. Joint Venture Responsibilities

Joint ventures must submit prior to bid submission a Joint Venture Agreement containing the following information:

1. A description of the financial contribution of each member;
2. a list of the personnel and equipment used by each member;
3. a detailed breakdown of the responsibility of each member and the work to be performed by each member;
4. an explanation of how the profits and/or losses will be distributed;
5. the bonding capacity of each member;
6. a description of any management or incentive fees for any of the members;
7. a statement of the percentage of the joint venture that is owned and controlled by the qualifying member(s) and the basis for claiming such percentage; and
8. a copy of any required State of Florida certificates or registrations.

D. SBD Responsibilities

SBD shall collect, assemble and verify all information needed to determine if at least one of the members of a joint venture is a SBE, and to approve the joint venture agreement and register said Joint Venture, as applicable. A Joint Venture Agreement is complete when it includes all required supporting information.

VI. PROGRAM MANAGEMENT

A. Contracts $100,000 and Under

1. County departments/agencies that issue or use contracts are required within the fiscal year to expend one hundred (100) percent of the total value of contracts one hundred thousand dollars $100,000.00 or less for goods or services on certified SBEs. The departmental requirement shall be complied with unless SBD determines that there is either not enough capacity, or the contract(s) can only be handled by a non-SBE firm(s).

2. Bids or quotes submitted by any SBE that is a Micro Tier 1 or Micro Tier 2 shall automatically receive a ten (10) percent bid preference and a Tier 3 SBE shall automatically receive a five (5) percent bid preference, when not set-aside for SBEs. When set-aside, the preference shall be: ten (10) percent for Micro Tier 1 SBEs; five (5) percent for Micro Tier 2 SBEs; and zero (0) percent for Tier 3 SBEs. County departments shall deduct the preference amount from the total bid or quoted price in order to calculate the price to be used for evaluation, and are also required to solicit bids or quotes from at least four (4) firms where available (two available certified SBEs and two non-certified firms).

3. SBD shall review reports of the utilization of SBEs and shall inform departments failing to meet the requirements set forth herein. Additionally, SBD shall report awards to SBEs to the Board annually.

B. Contracts Greater than $100,000

1. Prior to advertisement, each contract, purchase, or blanket purchase of goods or services in excess of one hundred thousand dollars ($100,000), and each purchase order that may accumulate an aggregate amount greater than one hundred thousand dollars ($100,000) shall be reviewed for the application of contract measures.

2. Departments shall submit contracts to SBD to review for the application of measures and shall work in conjunction with SBD in making a recommendation. SBD shall seek concurrence with the issuing and user departments when making a recommendation. Departments shall advise SBD of any contract advertisement dates that are in excess of 120 days of the initial RC recommendation. Departments shall also advise SBD of any projects not advertised within 180 days of the recommendation. Those contracts not advertised within 180 days will be re-submitted to SBD for reconsideration.

3. Departments shall advise SBD of any changes in bid specifications, post award changes and all contracts with measures that are cancelled.

4. The County Mayor or designee may approve emergency purchases with measures that meet the County's definition of emergency. Such measures shall be submitted presented to SBD for ratification.

5. Standard participation provisions shall be included in all contract documents with applied measures unless SBD approves substitute proposal documents.

VII. CONTRACT ADMINISTRATION

A. Pre-Award Compliance Review

1. Bid documents shall require bidders to submit a completed-Certificate of Assurance at the time of bid submission, acknowledging the required measure and submission of a Utilization Plan via the County's web-based system. Each Utilization Plan shall be executed by the bidder and the SBE via the County's web-based system upon notification of SBD within the required time frame, and shall specify the type of services the SBE is to provide and the percentage of work the SBE is to perform therefore. Failure to submit the required Certificate of Assurance and Utilization Plan shall deem the bid/proposal non-compliant.

2. The Compliance Monitor shall notify the bidder in writing stating the facts and the reasons on which the noncompliance is based. Upon notification from SBD, the bidder may request a meeting in writing within two

business days from the date of the notification of noncompliance. The bidder shall supply further relevant information as required by the Compliance Monitor. No new altered Utilization Plan will be accepted.

3. The Compliance Monitor shall issue a written recommendation to the Contracting Officer that includes facts and reasons for the bidder's compliance or noncompliance.

VIII. APPLICATION OF CONTRACT MEASURES

A. Set-asides:

The County Commission or Public Health Trust may determine it is in its best interest to waive competitive bidding or selection requirements and set-aside a contract for SBEs where, prior to bid advertisement, there are at least three (3) available SBEs to perform the set-aside contract.

1. Where applicable : (i) contracts from $100,000.01 to $750,000 shall be set-aside for Micro Tier 1 SBEs; (ii) contracts from $750,000.01 to $2,000,000 shall be set-aside for Micro Tier 2 SBEs; and (iii) contracts from $2,000,000.01 to $5,000,000 shall be set-aside for Tier 3 SBEs.

2. When set-aside, the bid preference shall be: ten (10) percent for Micro Tier 1 SBEs; five (5) percent for Micro Tier 2 SBEs; and zero (0) percent for Tier 3 SBEs. The departments shall deduct the preference amount from the total bid or quoted price in order to calculate the price to be used for evaluation.

3. In the event there is no availability in the designated SBE tier, SBD may assign a set-aside to the next level tier which will retain a set-aside recommendation. Lower tier SBE firms may bid on higher tier set-asides, but higher tier SBEs may not bid on a lower tier set-asides.

B. Subcontractor Goals:

A recommendation to apply a subcontractor goal is appropriate when there are three (3) or more certified firms available to provide the portion of the contract.

1. Subcontractor goals may be applied to a contract based on estimates made prior to bid advertisement of the quality, quantity and type of subcontracting opportunities provided by the contract and the availability of SBEs to perform such work. Bid documents for contracts to which a SBE subcontract goal is applied shall provide that only SBEs certified to provide the type of goods or services for which a goal is imposed shall be counted towards meeting a goal. The bid documents shall further provide that a bidder must be found in compliance with the requirements of subsections 2 and 3 below in order to be eligible for award of the contract.

2. Bid documents for contracts to which a SBE subcontractor goal is applied shall provide that bidders must submit with its bid a completed Certificate

of Assurance acknowledging the required measure and submission of a Utilization Plan via the County’s web-based system. Each Utilization Plan shall be executed by the bidder and the SBE via the County’s web-based system upon notification of SBD within the required timeframe, and shall specify the type of services the SBE is to provide and the percentage of work the SBE is to perform therefore. The solicitation documents for any competitive selection involving a separate evaluation of sealed price envelopes shall require that the technical submission contain a Certificate of Assurance acknowledging the required measure and submission of a Utilization Plan via the County’s web-based system listing the certified SBEs to fulfill the measure. Each Utilization Plan shall be executed by the bidder and the SBE via the County’s web-based system upon notification of SBD within the required time frame, and shall specify the type of services the SBE is to provide and the percentage of work the SBE is to perform. Bid documents for contracts to which a SBE subcontractor goal is applied shall provide that a bidder that is a SBE may itself meet the goal to the extent it is certified to provide the type of services that are the subject of the contract. Bidder must include in bid documents a Certificate of Assurance acknowledging the required measure and submission of a Utilization Plan via the County’s web-based system listing itself to fulfill the measure. The Utilization Plan shall be executed by the bidder via the County’s web-based system upon notification of SBD within the required time frame, and shall specify the type of services the SBE is to provide and the percentage of work the SBE is to perform. Bid documents for contracts to which a SBE subcontractor goal is applied shall provide that a bidder that is a joint venture one or more of whose venturers is an SBE must submit with its bid a copy of the joint venture agreement in order for such venturer(s)’s participation to be eligible to be counted towards meeting the goal. The joint venture agreement shall be in writing, signed by all venturers, and shall specify the ownership, control, profits and financial risk assumed by each venturer, including the SBE venturer(s). The joint venture agreement shall also specify the portion of the contract work (i.e., the services to be provided) to be performed by the SBE venturer(s) in detail separately from the work to be performed by the non-SBE member. The bidder shall receive credit towards meeting the goal to the extent that the combined dollar value of the SBE’s participation as shown in the joint venture agreement submitted in conformity with and meeting the requirements of this paragraph bears to the total contract price bid by the bidder. Bidder must include in bid documents a Certificate of Assurance acknowledging the required measure and submission of a Utilization Plan via the County’s web-based system listing the certified SBEs to fulfill the measure. The Utilization Plan shall be executed by the bidder and the SBE(s) via the County’s web-based system upon notification of SBD within the required time frame, and shall specify the type of services the SBE is to provide and the percentage of work the SBE is to perform. A SBE may fulfill a subcontractor goal in only one (1) goal type per contract.

3. A bidder that is a SBE may meet up to 100% of the subcontractor goal with its own forces. A bidder that is a joint venture having one or more SBEs venturers may comply with the goal based on the percentage participation of the SBE joint venturer(s) in the ownership, control and profits of the joint venture, and in the performance of the contract work.

4. Bid documents shall provide only expenditures to SBEs for performing a commercially useful function. These expenditures shall be counted toward meeting a subcontractor goal, expenditures to SBEs who subcontract work further to non-SBEs shall not be counted toward meeting a specified goal unless such subcontracting receives prior approval from SBD.

5. The Successful Bidder shall submit to the Contracting Officer, for approval, a written subcontract agreement corresponding in all respects to the Successful Bidder's Utilization Plan. Each subcontract agreement shall incorporate the prompt payment obligations and rights provided by the Small Business Enterprise Goods Program and Services Program.

C. Bid Preference:

1. A bid preference shall apply to all contracts which are to be awarded on the basis of price (excluding RFPs, RFIs and RFQs) and are not set-aside. The preference shall be utilized for bid evaluation, and shall not affect the contract price. The preference accorded on contracts from \$100,000.01 to \$1 million shall be ten percent (10%) of the price bid for all tiers. The preference accorded on contracts greater than \$1 million shall be five percent (5%) of the price bid for all tiers. SBEs are not accorded a bid preference on contracts of less than or equal to \$100,000. Contract documents shall include standard language indicating the application of a bid preference.

2. On contracts on which a preference is applied, SBD shall conduct a periodic review of contracts hereunder and will prepare a report to the issuing department’s director.

D. SBE Selection Factor

1. Any bidder that is a SBE or a joint venture with a SBE, shall be accorded a selection factor on RFPs, RFQs, and RFIs for contracts greater than \$100,000 that are not set-aside for bidding solely by SBEs. Contract documents shall include standard language indicating the application of a selection factor.

2. RFPs, RFQs and RFIs that assign weights to evaluation or selection criteria, shall provide that a bidder entitled to a selection factor shall receive an additional ten percent (10%) of the evaluation points scored on the technical portion of such bidder’s proposal. RFPs, RFQs and RFIs that do not assign weights to evaluation or selection criteria, shall provide that whenever there are two best ranked proposals that are substantially equal and only one of the two so ranked is submitted by a

bidder entitled to a selection factor, the selection factor shall be the deciding factor for award.

E. Review Process

1. SBD shall publish a list of projects under review daily on the department's webpage. SBD shall review the proposed contracts and the departmental recommendations. Should SBD and the department(s) not reach consensus, on recommended measures or goals, and when public input requires deliberation regarding the measure/goal, the contract will go through the Review Committee Process, as detailed below. Upon obtaining departmental concurrence with the recommended measure, SBD shall post projects and recommended goals daily on the SBD web page.

2. SBD shall consider public comments in writing on projects pre- and post measure or goal recommendations.

3. All projects with recommended measures shall contain language to allow for public comment to be submitted to SBD within thirty-six (36) hours of posting via a designated email address or mail.

4. All advertised projects shall contain language to allow for public comments to be submitted to SBD within thirty-six (36) hours of date of advertisement via a designated email address or mail. SBD and the contracting department shall review comments and make recommendations, as applicable, to the Mayor or designee.

5. Changes to goal recommendations, approved by the Mayor or designee, as a result of public comment shall require issuance of an addendum to the project advertisement.

F. Review Committee Process

SBD is responsible for recommending to the Mayor or designee whether to apply SBE set-asides or subcontractor goals to a contract. The Mayor or designee may accept, reject, modify or otherwise alter SBD's or Review Committee's recommendation.

1. All recommendations shall be agreed upon between SBD and the contracting department, prior to final recommendation to the Mayor or designee.

2. The Mayor or designee shall establish a standing Review Committee (RC) to meet periodically, or as often as needed, to review projects in which consensus was not established between SBD and the contracting department and when public input requires deliberation regarding the measure/goal. The RC will make recommendations to the Mayor or designee.

3. The RC shall conduct public deliberations and make recommendations whether to apply SBE set-asides or subcontractor goals to a contract. The Mayor or designee may accept, reject, modify or otherwise alter SBD's or Review Committee's recommendation.

4. The standing members of the RC shall include: Director, Transportation and Public Works Department; Director, Internal Services Department; a rotating Director of the County's capital departments or their designees; and a County Mayor appointed Chairperson. A quorum of the RC shall be three (3) members. Staff support shall be provided to the Review Committee by SBD.

5. SBD shall staff the RC and make recommendations of measures to the RC and County Mayor or designee.

6. The RC shall meet as needed. SBD shall timely publish meetings, listing the meeting location, date, and time. All RC meetings are subject to Government-in-the-Sunshine requirements. The chair shall allow participation of the public at RC meetings consistent with accomplishing the agenda of the RC.

7. The RC shall have authority to promulgate rules of general application to carry out its responsibilities, which rules are subject to review and approval by the County Mayor or designee.

8. The RC may, after public deliberation and consideration of alternatives, accept, reject, modify or otherwise alter the staff recommendation. The County Mayor or designee may accept, reject, modify or otherwise alter SBD's recommendations. The Board of County Commissioners may accept, reject, modify or otherwise alter the County Mayor's recommendations. The Mayor may accept or veto the Board of County Commissioners' recommendations. In accordance with the policy established by the Board of County Commissioners, the Board of County Commissioners may overrule the Mayor's veto.

IX. BIDDER'S RESPONSIBILITY WHERE A SBE SUBCONTRACTOR GOAL IS APPLIED:

Bid documents to which a SBE subcontractor goal is applied shall require bidders to submit a Certificate of Assurance at the time of bid submission acknowledging the required measure and submission of a Utilization Plan via the County's web-based system. Each Utilization Plan shall be executed by the bidder and the SBE upon notification of SBD within the required timeframe, and shall specify the type of services the SBE is to provide and the percentage of work the SBE is to perform therefore. The Successful Bidder shall enter into a written subcontract agreement for approval, corresponding in all respects to the Successful Bidder's Utilization Plan to include the type of services the SBE is to provide and the percentage and price. Each subcontract agreement shall incorporate the prompt payment obligations and rights provided by the Small Business Enterprise Goods Program and Services Program.

X. PROMPT PAYMENT:

It is the County's intent that all firms, including SBEs providing goods and/or services to the County, shall receive payments promptly in order to maintain sufficient cash flow. The prime vendor in direct privity with the SBE must notify the SBE, the managing agency and SBD, in writing, of those amounts billed by the SBE that are in dispute, and the specific reasons why they are in dispute, within fourteen (14) calendar days of submittal of such billing by the SBE. Failure of the prime vendor to comply with the applicable requirements of this Section shall result in the forfeiture of the right to use the dispute as justification for not paying the SBE and payment shall be forthcoming.

A. The prompt payment provisions of this Section shall take precedence over Section 2-8.1.4 of the Code of Miami Dade County, Fla. ("Sherman S. Winn Prompt Payment Ordinance"), as to the contracts specified below:

1. All firms, including SBEs providing services to the County, shall receive payments promptly in order to maintain sufficient cash flow.

2. Billings from prime vendors under goods and/or services contracts with the County or Public Health Trust ("Trust"), that are a SBE contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not in dispute within fourteen (14) calendar days of receipt of such billing by the County or Trust.

3. A prime vendor on a contract with SBE measures shall include in its billings to the County or Trust copies of undisputed billings from SBE subcontractors within fourteen (14) calendar days of receipt of such billings, or by the next scheduled billing whichever comes first. The prime vendor shall pay those amounts not in dispute to subcontracting SBEs within two (2) days of receipt of payment from the County. If the prime vendor fails to submit undisputed billings from an SBE to the County as specified herein or chooses not to submit any billing to the County pursuant to the billing schedule, the prime vendor must pay the full amount of the received SBE billings by the next billing cycle or forty (40) calendar days from receipt, whichever is less.

4. The County or prime vendor in direct privity with a SBE on a contract with SBE measures must notify the SBE and SBD, in writing, of those amounts billed by the SBE which are in dispute, and the specific reasons why they are in dispute, within fourteen (14) calendar days of submittal of such billing, or by the next scheduled billing whichever comes first. Failure by the County or prime vendor to comply with the applicable requirements of this subsection shall result in the forfeiture of the right to use the dispute as justification for not paying the SBE and payment shall be forthcoming from the County or prime vendor as appropriate by the next billing date or forty (40) calendar days from receipt of billing, whichever is less.

5. An SBE may invoice the County or prime vendor, as appropriate, one percent (1%) interest per month for any undisputed amount that is not promptly paid.

B. Contracting Officer's Responsibilities

1. The Contracting Officer administering a contract with a SBE measure shall forward undisputed billings from SBE prime contractors to the Finance Department for payment within fourteen (14) calendar days of receipt of such billings.

2. The Contracting Officer must notify the SBE prime contractor and SBD, in writing, of those amounts billed by the SBE that are in dispute, and the specific reasons why they are in dispute, within fourteen (14) calendar days of submittal of such billing by the SBE. Failure of the Contracting Officer to comply with the applicable requirements of this Section shall result in the forfeiture of the right to use the dispute as justification for not paying the SBE and payment shall be forthcoming from the County by the next billing date or fourteen (14) calendar days from receipt of billing, whichever is less.

3. A SBE prime contractor may invoice the County 1% interest per month for any undisputed amount that is not paid promptly as provided by this Section.

4. SBD may investigate reported instances of late payment to SBEs.

5. Departments shall report disputed invoices to the Board on a quarterly basis.

XI. POST AWARD COMPLIANCE AND MONITORING

A. SBD shall monitor and enforce the compliance of the vendor with the requirements of this Implementing Order, and any related program requirements, during the duration of the contract and may monitor for up to one year after notice of completion of the work or full payment of contract obligations, whichever comes last.

B. Successful Bidders and SBE shall permit the County to have access during normal business hours to all books and records relating to the compliance with the contract measure applied to the contract or relating to compliance with certification requirements. This right of access shall be granted for one year after completion of the work or full payment of contract obligations, whichever comes last, or for one year after the expiration of SBE certification.

C. Successful Bidders and SBEs shall permit the County to have access to employees performing work during normal business hours in order to conduct visual inspections and interviews that may be conducted privately when necessitated by County staff.

D. Successful Bidders and SBEs shall comply with all reporting requirements established by SBD. Failure to comply with the reporting requirements may result in the imposition of contractual sanctions or administrative penalties by the County.

E. In the event that during the performance of a contract containing a SBE subcontractor goal, a SBE is not able to provide the services specified in the Utilization Plan submitted at the time of bid, the Successful Bidder must locate a SBE to substitute. The Successful Bidder must receive approval for substitution from SBD. A Successful Bidder that cannot secure a substitute SBE must provide a written statement to the Compliance Monitor.

F. SBD shall be responsible for monitoring the performance of the Successful Bidder regarding compliance with a contract measure applied to the contract. The Compliance Monitor may, at his or her discretion, investigate deviations in the utilization of SBEs from that required by the contract and make recommendations regarding compliance to the Contracting Officer. Contracting Officer shall not make a final determination without a recommendation regarding compliance from the Compliance Monitor. Deviations from the contract measure stated in the contract that shall be monitored include, but are not limited to:

1. Termination of an SBE's subcontract agreement.

2. Reduction in the scope of work to be performed by an SBE.

3. Modifications to the terms of payment or price to be paid to an SBE.

4. Failure to enter into a contract with an SBE being utilized to meet a contract measure.

G. If, after execution of a subcontract agreement, the Successful Bidder submits a written request to the Contracting Officer and demonstrates to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond his/her control of which he/she was not aware and could not reasonably have been aware, until subsequent to the date of execution of such subcontract, a SBE, who entered into such subcontract has committed a material breach of the subcontract agreement, the Successful Bidder shall be entitled to exercise such rights as may be available to him/her to terminate the subcontract agreement. The procedures of paragraphs H and I below apply to this paragraph.

It shall be the responsibility of each subcontractor submitting bids to a prime contractor to be prepared to submit a performance and payment bond(s), if so requested by the prime contractor after execution of a written subcontract and prior to commencement of the subcontractor's work. In the event any subcontractor submitting a bid to a prime contractor does not, upon the request of the prime contractor, furnish a performance and payment bond(s) wherein the prime contractor shall be named the obligee, guaranteeing (i) prompt performance of such subcontract and (ii) the payment of all claims for labor and materials furnished or used in and about the work to be done and performed under such subcontract, the prime contractor may reject such bid and make a substitution of another subcontractor subject to the bid specifications. Such bond(s) may be required at the expense of the subcontractor only if the prime contractor in its written or published request for sub-bids (1) specifies that the expense for such bond(s) shall be borne by the subcontractor, and (2) clearly specifies the amount and requirements of such bond(s).

If the bond process for the subcontractor is not completed before the later of either the prime contractor's contract approval and award date, or ninety (90) days prior to the commencement of work of subcontractor, it shall be the prime contractor's sole discretion to extend time for the bond to be obtained or waive the bond requirement.

H. County’s Determination of Bidder’s Excusal or Termination of SBE Subcontract Agreement.

If the Successful Bidder at any time submits a written request to the Contracting Officer under the prior two paragraphs, the Contracting Officer as soon as practicable, shall determine whether the Successful Bidder has made the requisite demonstration, and shall not determine that such a demonstration has not been made without first providing the Successful Bidder, upon notice, an opportunity to present pertinent information and arguments. The procedures of paragraph I below apply to this paragraph.

I. Alternative Subcontracts.

If the Successful Bidder is excused from entering into a subcontract or rightfully terminates a subcontract under this Implementing Order and without such subcontract the Successful Bidder will not achieve the level of SBE participation upon which the contract was awarded, the Successful Bidder shall make every reasonable effort to propose and submit a substitute SBE via the County’s web-based system and enter into an alternative subcontract or subcontract for the same work to be performed by another available SBE as appropriate, for a subcontract price or prices totaling not less than the subcontract price under the excused or terminated subcontract, less all amounts previously paid thereunder. The Successful Bidder must submit to the Compliance Officer a request for substitution and subcontract agreement with the new SBE and provide all documentation required by the County. A Successful Bidder that cannot secure a substitute SBE must provide all supporting documentation required by the County. The procedures of paragraphs 1 and 2 below apply to this paragraph:

1. The Compliance Monitor may require the Successful Bidder to produce such information, as the Compliance Monitor deems appropriate and may obtain further information from other sources. The Compliance Monitor shall make his/her recommendation under this paragraph to the Contracting Officer and forward a copy to the bidder.

2. The Contracting Officer will consider objections to the Compliance Monitor’s recommendation only if such written objections are received by

the Contracting Officer within five (5) business days from the Successful Bidder's receipt of the Compliance Monitor's recommendation. The Contracting Officer with or without a hearing, and as he/she in his/her discretion may determine, will reply to the Successful Bidder's written objection within ten (10) business days of receipt of these objections.

XII. CONTRACTUAL SANCTIONS

A. Bid and contract documents shall provide that, notwithstanding any other penalties or sanctions provided by law, a bidder's or SBE's violation of or failure to comply with the Small Business Enterprise Program Ordinance and this Implementing Order may result in the imposition of one or more of the following sanctions:

1. The suspension of any payment or part thereof until such time as the issues concerning compliance are resolved;
2. Work stoppage; or
3. Termination, suspension, or cancellation of the contract in whole or part.

B. In the event a bidder or SBE attempts to comply with the provisions of this Implementing Order through fraud, misrepresentation, or material misstatement, the County shall, whenever practicable, terminate the contract or require the termination or cancellation of the subcontract for the project on which the bidder or SBE committed such acts. In addition, and as a further sanction, the County may impose any of the above-stated sanctions on any other contracts and subcontracts the bidder or SBE has on other County projects. In each instance, the bidder or SBE shall be responsible for all direct and indirect costs associated with such termination or cancellation including attorney's fees and costs. The bidder or SBE may also be subject to debarment.

C. The foregoing notwithstanding, the Mayor or designee shall include language in all prospective projects containing a SBE goal which provides that, in addition to any other sanction for failure to fulfill the SBE goal requirements for such contract, the contractor's eligibility to receive any future County contract shall be conditioned upon the contractor making up the deficit in SBE participation in such future contract by having SBEs perform work equal to double the dollar value of the deficiency in the SBE goal in the prior contract. Contract language shall provide that in order to be eligible for future county contracts, a contractor who fails to meet an established SBE goal shall submit a SBE Make-up Plan for the approval of the Director. A Make-up Plan must be submitted as part of any bid or proposal for future contracts as part of the Utilization Plan submitted via the County's web-based system. The Make-up Plan must identify all SBEs to meet the subcontractor goal and the work each firm will perform in satisfaction of a make-up, in addition to any other goals that may be applicable. Failure to submit the required Make-up Plan with the Utilization Plan for any future contracts shall result in the submittal being deemed non-compliant. Any contractor subject to an approved Make-up Plan that fails to comply with any of the material terms of that Make-up Plan, without good cause, shall be subject to an automatic suspension from bidding and/or otherwise participating on County contracts as a prime or subcontractor for a six (6) month period. A contractor that fails to comply with any of the material terms of a second Make-up Plan, without good cause, shall be subject to an automatic suspension from bidding and/or otherwise participating on County contracts as a prime or subcontractor for a one (1) year period. A contractor that fails to comply with any of the material terms of a third Make-up Plan, without good cause, may be subject to debarment and shall automatically be referred to the debarment committee. After serving a debarment for failure to satisfy a make-up plan for no good cause, the subject firm shall be deemed ineligible for bidding on County contracts with measures for one (1) additional year unless the County Mayor or designee determines that an emergency exists justifying such participation, and the Board of County Commissioners approves such decision. The foregoing obligation shall be in addition to any SBE measure otherwise applicable to the future contract.

D. The foregoing obligation shall be in addition to any SBE goal otherwise applicable to the future contract. The procedures for making up the SBE deficit shall follow SBD policy.

E. Some of the contractual violations that may result in the imposition of sanctions listed in this Implementing Order include, but are not limited, to the following:

1. A SBE serving as a conduit for SBE work awarded to a firm as a SBE, but which is being performed by a non-SBE firm;

2. A prime contractor not meeting SBE set-aside or subcontractor goal requirement;

3. Not obtaining or retaining SBE certification while performing work designated for SBE firms;

4. Failure of the prime contractor to report payments to subcontractors via the County's web-based system upon notification of payment by the County, or failure of subcontractors to confirm payments upon notification by the prime contractor, within the specified time frame;

5. Failure to comply with SBE certification requirements, including not maintaining a place of business in Miami-Dade County, not reporting organizational and operational changes, providing inaccurate or false information, and other certification related violations;

6. Failure to maintain certification as a SBE;

7. Deviation from the Utilization Plan without prior approval from SBD;

8. Termination of the SBE's contract without prior approval from SBD;

9. Reduction of the scope of work of a SBE subcontractor agreement without prior approval from SBD;

10. Modifications to the terms and/or prices of payment to a SBE without prior approval from SBD;

11. Failure to comply with the Living Wage Ordinance pursuant to Section 2-8.9 of the Code of Miami-Dade County;

12. Failure to enter into a written subcontract with a SBE after listing the firm on a Utilization Plan; and

13. Failure to pay subcontractors promptly and in accordance with this Implementing Order.

XIII. Administrative Penalties

Administrative penalties may range from de-certification to debarment. The County Mayor or designee may impose, notwithstanding any other provision of this section, one or more of the following penalties for violation of or noncompliance with this Implementing Order and bid documents:

A. The exclusion from County contracting and subcontracting for a specified period of time, not to exceed three (3) years, of a contractor, its individual officers, its shareholders with significant interests, and its affiliated businesses.

B. The loss of eligibility to be certified as a SBE for a specified period of time, not to exceed three (3) years, for an applicant or a SBE, its individual officers, its shareholders with significant interests, and its affiliated businesses.

C. Where a contractor, its individual officers, shareholders with significant interests, or its affiliated businesses, attempts to comply with the provisions of this Implementing Order through fraud, misrepresentation, or material misstatement, all such individuals and entities participating in the fraud, misrepresentation or material misstatement shall be excluded from County contracting, and SBE certification for a specified period of time, not to exceed five (5) years.

D. If any individual or corporation, partnership or other entity, or any individual officer, shareholder with significant interests, director or partner of such entity or affiliated business of such entity participates in an attempt to comply with the provisions of this Implementing Order through fraud, misrepresentation, or material misstatement, all such individuals and entities participating in the fraud, misrepresentation or material misstatement shall be excluded from County contracting, subcontracting, and SBE certification, for a specified period of time, not to exceed five (5) years.

E. If the determination of the County Mayor or designee is that the contractor or subcontractor failed to comply and that such failure was pervasive, the Mayor or designee may order that the contract work be suspended or terminated, and that the noncomplying contractor or subcontractor and the principal owners and/or qualifying agent thereof be prohibited from bidding on or otherwise participating in County contracts for a period not exceed three (3) years.

F. If the determination of the County Mayor or designee is that the contractor or subcontractor failed to comply and that such failure was limited to isolated instances and was not pervasive, the County Mayor or designee may, in the case of a goal deficit, order a penalty amount to be withheld from the contractor for such noncompliance as follows: for the first deficit, a penalty in an amount equal to twenty percent (20%) of the amount thereof; for the second deficit, a penalty in an amount equal to forty percent (40%) thereof; for the third and successive deficits, a penalty in an amount equal to sixty percent (60%) thereof. A fourth violation and finding of noncompliance, shall constitute a default of the subject contract and shall be cause for suspension or termination in accordance with the contract's terms and debarment in accordance with the debarment procedures of the County. Monies received from payment of penalties imposed hereunder shall be deposited in a separate account and shall be utilized solely to defray SBD's costs of administering Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code of Miami-Dade County, as amended.

G. If the required payment is not made within thirty (30) days of the administrative hearing or final resolution of any appeal therefrom, the noncomplying contractor or subcontractor and the principal owner(s) and qualifying agent(s) thereof shall be prohibited from bidding on or otherwise participating in County contracts for a period not to exceed three (3) years.

XIV. Appeals Process

A. Any firm that is denied certification, decertified, or issued a determination of noncompliance with the requirements of Sections 2-8.1.1.1.1 and 2-8.1.1.1.2, Code of Miami-Dade County, as amended, or this Implementing Order may appeal such action to the County Mayor or designee by submitting a written request to the County Mayor or designee along with a nonrefundable filing fee to be established by implementing order, within thirty (30) days of issuance of the notice. Upon timely receipt of a request for an administrative hearing, the County Mayor or designee shall appoint a hearing officer pursuant to Section 8CC-2 of the Code of Miami-Dade County, Florida, and fix a time for an administrative hearing thereon. Such hearing officers may be paid a fee for their services, but shall not be deemed County officers or employees within the purview of Sections 2-10.2, or 3-11.1 or otherwise.

Upon completion of the administrative hearing, the hearing officer shall transmit his/her findings of facts, conclusions and recommendations together with a transcript of all evidence taken before him/her and all exhibits received by him/her, to the Mayor or designee, who (i) may sustain, reverse or modify the hearing officer's recommendations and (ii) shall render a final decision, in writing. The determination of the Mayor may be reviewed by an appropriate court in the manner provided in the Florida Rules of Appellate Procedure.

B. Decisions by the County Mayor under this Implementing Order shall be final.

C. PROCEDURES FOR ADMINISTRATIVE HEARING:

The procedure for administrative hearings shall provide that:

1. SBD will schedule a hearing date before a hearing officer, upon timely receipt of a request for an administrative hearing along with a $250 nonrefundable filing fee to appeal certification denial, decertification or a determination of noncompliance with the requirements of Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code of Miami-Dade County, or this Implementing Order.

2. The prevailing party shall not incur any additional expenses, fees or penalties. The unsuccessful appellant shall be responsible for all additional fees, costs and penalties associated with the appeal.

3. SBD shall serve upon the firm, contractor (or subcontractor) and/or lessee a notice of hearing following the Clerk of Court's designation of the administrative hearing officer. Such notice shall include:

    a. A copy of SBD's determination of noncompliance, as appropriate, outlining alleged prohibited practices upon which it is based;

    b. A description of the administrative penalties being considered; and

    c. The notice shall advise the appellant that he or she may be represented by an attorney, may present documentary evidence and verbal testimony, and may cross-examine or rebut evidence and testimony presented against them.

4. SBD shall schedule a hearing before a hearing officer within 90 days from the date of the request for administrative hearing and receipt of the $250 filing fee, unless the parties rescind their request for hearing in writing.

5. Within five (5) days after completion of the administrative hearing, the administrative hearing officer shall transmit his/her findings of facts, conclusions, and recommendations together with all evidence taken before him/her, all exhibits received by him/her, to the Mayor or designee, in addition to a transcript of the hearing prepared by the County, who (i) may sustain, reverse or modify the hearing officer's recommendations and (ii) shall render a final decision, in writing. The determination of the Mayor may be reviewed by an appropriate court in the manner provided in the Florida Rules of Appellate Procedure.

D. QUALIFICATIONS OF HEARING OFFICERS:

1. Administrative hearing officers shall be residents of Miami-Dade County who possess outstanding reputations for civic price, interest, integrity, responsibility, and business or professional ability. Appointments shall be made by the County Mayor or designee pursuant to Section 8CC-2 of the Code of Miami-Dade County. Such appointments shall be submitted to the Clerk of the Board of County Commissioners for ratification by the Clerk. The Clerk shall submit an annual report to the Board on the number of women who have served as administrative hearing officers.

2. The County Mayor or designee shall appoint as many administrative hearing officers as are deemed necessary. Every effort will be made to ensure that the appointment of hearing officers reflect the diversity of the demographics of Miami-Dade County. Appointments shall be made for a term of two (2) years. Any administrative hearing officer may be reappointed at the discretion of the County Mayor, subject to ratification by the Clerk of the Board of County Commissioners. There shall be no limit on the number of reappointments that may be given to any individual administrative hearing officer; provided, however, that a determination as to reappointment must be made for each administrative hearing officer at the end of his or her one year term. The County Mayor shall have the authority to remove administrative hearing officers at any time. Appointments to fill a vacancy shall be for the remainder of the unexpired term.

3. Administrative hearing officers shall not be County employees but shall be compensated for their services.

4. The Miami-Dade County Attorney's Office shall serve as general counsel to the administrative hearing officer.

XVI. MENTOR-PROTÉGÉ PROGRAM:

A. Program Mission

Miami-Dade County seeks to build effective working relationships between leaders of mature established companies and emerging small business enterprises for the latter to benefit from the knowledge and experience of the established Mentor firms. Mentors will assist with the development of the Protégé's business plan by identifying the most critical needs to achieve the plan, and implementing the actions to obtain the desired results.

The Mentor-Protégé Program ("MPP") is a community-based effort, involving leaders of major firms, financial and bonding institutions, contracting associations, small business enterprises, and support service organizations. The MPP was created to assist in overcoming barriers that typically inhibit or restrict the success of small businesses. The program is designed to produce a broad base of high quality, competitive and profitable companies through incremental improvement. As a result of the MPP, Protégés will experience a greater than industry average success rate and realize the growth and profitability objectives of their business plans, as well as long range stability. By implementing the MPP, Miami-Dade County will provide a community benefit by strengthening emerging businesses and providing them with the tools to benefit from opportunities in Miami-Dade County's economic development.

B. General Objectives

The primary objectives of Miami-Dade County's CBE-A/E MPP are:

1. To develop and strengthen Protégé firms through coaching and counseling from Mentors.

2. To expand business opportunities for Protégé firms.

3. To enable Protégés to become competent and viable well managed businesses subsequent to graduation.

4. To assist mentoring companies in carrying out their civic and corporate responsibilities by furnishing opportunities to provide development assistance to other emerging Miami-Dade County firms.

5. To enhance Miami-Dade County's overall business and economic environments.

6. Incentives – In addition to the benefits provided in the Program Mission section above, Mentors can be compensated for their participation in the MPP for one year (the "Commitment Period"), and will be eligible for an incentive on bidding on Miami-Dade County contracts for one year after completion of the Commitment Period. This incentive shall consist of either a (i) two percent (2%) bid preference or (ii) ten percent (10%) selection factor, for bid/proposal evaluation purposes only. The incentive may only be used for one contract award per Commitment Period, and must be utilized within one (1) year from the end of the Commitment Period. A Mentor claiming an incentive on bidding on Miami-Dade County contracts based on the MPP must continue to meet the eligibility requirements in this Implementing Order.

C. Measurable Objectives

1. To create an environment that promotes a firm's ability to increase its capital, net earnings and profit margins; therefore, increasing its bonding capacity and credit rating.

2. Increase in Protégé firm's capacity to perform as depicted in equipment owned or leased, size of payroll, materials purchased, and overhead costs.

3. Identify tools to increase the volume and value of Protégé's current and future work.

4. Increase in Protégé's longevity and viability during and after concluding MPP participation.

5. Achievement of goals outlined in the Protégé’s business plan.

D. MPP Eligibility Requirements

1. Mentor Eligibility Requirements

   a. The Mentor shall be a company which is successful and productive in its area of work or services with a minimum of five (5) years of experience in its principal industry and which agrees to provide development assistance through the MPP.

   b. The Mentor must be and remain in good legal business standing with the State of Florida, Miami-Dade County and all other local jurisdictions. Mentors must be solvent and licensed to do business in Miami-Dade County.

   c. The Mentor shall follow all MPP guidelines and devote the necessary time, staff and resources to fulfill its responsibilities as a Mentor, including attending all meetings scheduled with Protégé and/or SBD. Additionally, Mentors shall not have any SBE violations within the preceding two (2) years from its application to the MPP.

2. Protégé Eligibility Requirements

   a. The Protégé shall: (a) be a company certified as a CBE-A/E with SBD; (b) have been actively conducting business for a minimum of two (2) years; (c) be ready for expansion; and (d) agree to participate fully in the MPP.

   b. The Protégé must maintain an actual place of business where it provides its products and services, in Miami-Dade County throughout the duration of its MPP participation.

   c. The Protégé firm must be and remain in good legal standing with the State of Florida, Miami-Dade County, and all other local jurisdictions. Protégés must be solvent and licensed businesses when applicable.

   d. The Protégé agrees to follow all MPP guidelines and devote the necessary time, staff and resources to fulfill its responsibility as a Protégé, including attending all meetings scheduled with the Mentor and/or SBD. Additionally, Protégés shall not have any SBE violations within the preceding two (2) years from its application to the MPP.

3. Mentor Application Process

   a. The Mentor shall complete the application process to participate in the MPP. SBD may request additional documentation to ensure that eligibility requirements are met.

b. All documentation and information provided by the Mentor throughout the application process is subject to verification by SBD.

c. SBD will assign one Protégé to one Mentor. Both parties must sign a Mentor-Protégé Development Agreement to formalize their commitment to the MPP. Pairing Mentors with Protégés with a current or previous working relationship with each other, will be strongly discouraged since an objective of the MPP is to establish new productive relationships in the architecture and engineering industry.

4. Protégé Application Process

a. The Protégé shall apply with SBD on the appropriate application form to be considered for program participation as a Protégé. Accompanying the application should be a completed business plan and all required documentation, which may be pertinent to the Protégé's current financial standing, bonding level, capacity, staffing, workload, and other key business indicators. SBD may request additional documentation to determine MPP eligibility requirements are met.

b. All documentation and information provided by the Protégé throughout the application process is subject to verification by SBD.

c. SBD will assign one Protégé to one Mentor and both parties must sign a Mentor-Protégé Development Agreement to formalize their commitment to the MPP.

5. Mentor Responsibilities

a. Meetings - The Mentor shall conduct monthly face-to-face coaching and counseling meetings with the Protégé and assigned SBD staff, to review the Protégé's strategic business plan and to discuss problems, strategies, and objectives for timely and efficient completion of projects and effective management. These meetings shall be conducted in Miami-Dade County. The Protégé will also be expected to provide reports using SBD's approved format on its efforts in implementing the established phases of its business plan or any actions suggested by the Mentor at the previous counseling session(s). Both parties should establish target dates for any further improvements or enhancements.

b. Informal Contacts - The Mentor is encouraged to routinely communicate with the Protégé to discuss daily problems and situations encountered by the Protégé and to provide periodic review.

c. Introduction to Resources - The Mentor shall facilitate networking opportunities in the banking, bonding, management, and business industries.

d. Independence - The Mentor must not assume managerial or administrative control of the Protégé during or following the mentorship period.

e. Working Relationships - Nothing in Mentor-Protégé Program regulations shall prohibit Mentors and Protégés from working together on joint ventures or in contractor-subcontractor arrangements on architecture, landscape architecture, engineering, surveying and mapping, or other projects provided that control of the Protégé firm remains with the Protégé itself. Protégés may be used to meet subcontractor goals on which the Mentor bids.

6. Protégé Responsibilities

a. Goals and Objectives - The Protégé shall prepare and strive to achieve targeted goals and objectives, which shall serve as a guideline and benchmark for evaluating the Protégé's progress in the MPP.

b. Meetings - The Protégé shall take part in monthly face to face coaching and counseling meetings with the Mentor and assigned SBD staff to review its strategic business plan and to discuss problems, strategies, and objectives for timely and efficient completion of projects and effective management. These meetings shall be conducted in Miami-Dade County. The Protégé will also be expected to provide reports using SBD's approved format on its efforts in implementing the established phases of its business plan or any actions suggested by the Mentor at the previous counseling session(s). Both parties should establish target dates for any further improvements or enhancements.

c. Informal Contacts - The Protégé is encouraged to routinely communicate with the Mentor to discuss daily problems and situations encountered by the Protégé and to obtain periodic counseling and guidance as needed.

d. Use of Training Resources - In an effort to enhance its business and industry knowledge and effectiveness, the Protégé is encouraged to attend training conferences, coursework, or workshops that will assist them in reaching targeted goals and objectives.

e. Independence - The Protégé is not permitted to relinquish managerial or administrative control to the Mentor.

7. Program Coordination

SBD is responsible for the overall coordination and administration of the CBE-A/E MPP. SBD's duties will include:

a. Advertising and promoting the MPP.

b. Organizing related business events.

c. Identifying and approving Mentors.

d. Identifying and certifying Protégés.

e. Assigning Mentors to Protégés as available.

f. Informing and reminding Mentors and Protégés of their roles and responsibilities.

g. Attending Mentor-Protégé meetings to promote effective cooperation and participation.

h. Reviewing meeting and progress status reports.

i. Maintaining program records.

j. Attracting the support of larger corporate sponsors.

This Implementing Order is hereby submitted to the Board of County Commissioners of Miami-Dade County, Florida.

Approved by the County Attorney as
to form and legal sufficiency _____

APPENDIX – E

OPERATIONS AND MAINTENANCE GENERAL REQUIREMENTS

Appendix E – Form of Contract Summary

CONTRACT SUMMARY

THIS CONTRACT made and entered into as of the ______ day of ____________, 20___, by and between Miami-Dade County, Florida, by its Board of County Commissioners, hereinafter called the "Owner" and Crystal Mover Services, Inc., hereinafter called the "Contractor."

Operations and Maintenance - Operations and Maintenance (O&M) of the Initial System. Phase II of the contract will include operations and maintenance of the System for an initial five (5) year period with one additional five (5) year Owner Option to Renew for a potential total of ten (10) years. The Owner will provide a Notice to Proceed for this Agreement and the Contractor shall be fully mobilized to continue operations and maintenance upon receipt of NTP. In the event that the Owner elects not to exercise its option for extending the initial five (5) year period, the Owner shall have no liability to the Contractor for any claim for damages (including, without limitation, costs incurred, lost profits and foregone business opportunities) arising out of any failure by the Owner to exercise said option.

CARP and Vehicle Overhauls – CARP and Vehicle Overhauls as detailed within the Contract Documents, proposed by the Contractor, and as may be adjusted based on project needs throughout the Agreement.

Additional Vehicles and Manpower – Additional Vehicles and Manpower as detailed within the Contract Documents and proposed by the Contractor.

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Owner, hereby covenants and agrees to furnish and deliver all the materials required, to do and perform all the work and labor, in a satisfactory and workmanlike manner, required to complete this Agreement within the time specified, in strict and entire conformity with the Plans, Technical Specifications and other Contract Documents, which are hereby incorporated into this Contract by reference, for:

PROJECT TITLE: Operations and Maintenance Agreement for the North Terminal Automated People Mover System at Miami International Airport

PROJECT NO: BW-10106

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and to defend, indemnify and save harmless the Owner and all its officers, employees and agents, including the System Consultant, against and from all suits and costs of every kind and description, and from all damages to which the said Owner or any of its officers, agents and employees may be put, by reason of injury or death to persons or injury to property of others resulting from the performance of said work, or through the negligence of the Contractor, its officers, agents or employees or through any improper or defective machinery, implements or appliances used by the Contractor, its officers, agents or employees in the aforesaid work, or through any act or omission on the part of the Contractor, or its officers, agents or employees.

In consideration of these premises, the Owner hereby agrees to pay to the Contractor for the said work, as follows:

Appendix E – Form of Contract Summary

AGREEMENT AMOUNT: The total maximum lump sum fixed price and not to exceed budgets of ____________________________ Dollars and ____________ Cents ($______________), INCLUDING all Allowance Accounts and Inspector General Accounts and subject to the Economic Price Adjustment and other payment adjustments provided in the Operations and Maintenance Provisions of the Contract Documents, consisting of the following Fixed prices and budgets for work taken from the Pricing Forms:. The cumulative amount of Economic Price Adjustment for this Agreement shall not exceed the Dedicated Allowance Account for Economic Price Adjustment as shown below.

The total maximum contract amount is subject to such additions and deductions as may be provided for in the Contract Documents. Partial and Final Payments will be made as provided for in the Contract Documents and as negotiated for each specific Work item.

The County retains the option, at its discretion, to execute the extension of the Agreement with one five (5) year Option to Renew at the prices proposed by the Contractor as shown below.

SUMMARY SCHEDULE - LUMP SUM FIXED PRICE AND NOT TO EXCEED BUDGET SUMMARY All prices shall be in United States Dollars	**$ (numerals)**
A - Base O&M - Annual Proposed Fixed Prices: The annual lump sum fixed prices written below, subject to the Economic Price Adjustments specified in OMSP Section 4.1 and the other payment adjustment factors specified within the Contract Documents.	
Year 1 - Written Amount: Seven million eight hundred sixty thousand nine hundred and 00/100 Dollars	*$ 7,860,900.00*
Year 2 - Written Amount: Seven million eight hundred sixty thousand nine hundred and 00/100 Dollars	*$ 7,860,900.00*
Year 3 - Written Amount: Seven million eight hundred sixty thousand nine hundred and 00/100 Dollars	*$ 7,860,900.00*
Year 4 - Written Amount: Seven million eight hundred sixty thousand nine hundred and 00/100 Dollars	*$ 7,860,900.00*
Year 5 - Written Amount: Seven million eight hundred sixty thousand nine hundred and 00/100 Dollars	*$ 7,860,900.00*
A1.1 TOTAL of Base Operations and Maintenance Proposed Fixed Price (Total of Year 1 through 5):	
Written Amount: Thirty-nine million three hundred-four thousand five hundred and 00/100 Dollars	*$ 39,304,500.00*
Year 6 - Written Amount: Seven million eight hundred sixty thousand nine hundred and 00/100 Dollars	*$ 7,860,900.00*
Year 7 - Written Amount: Seven million eight hundred sixty thousand nine hundred and 00/100 Dollars	*$ 7,860,900.00*
Year 8 - Written Amount: Seven million eight hundred sixty thousand nine hundred and 00/100 Dollars	*$ 7,860,900.00*
Year 9 - Written Amount: Seven million eight hundred sixty thousand nine hundred and 00/100 Dollars	*$ 7,860,900.00*
Year10- Written Amount: Seven million eight hundred sixty thousand nine hundred and 00/100 Dollars	*$ 7,860,900.00*
A1.2 TOTAL of Base Operations and Maintenance Proposed Fixed Price (Total of Year 6 through 10):	
Written Amount: Thirty-nine million three hundred-four thousand five hundred and 00/100 Dollars	*$ 39,304,500.00*
A2. Proposed Fixed Price – Additional Vehicles (2 Additional Married Pairs):	
Written Amount: Fifteen million five hundred thirteen thousand and 00/100 Dollars	*$ 15,513,000.00*

Appendix E – Form of Contract Summary

A3. Proposed Fixed Price – Additional Technicians to Support Additional Vehicles:	
The total lump sum fixed price written below, subject to start of service and the Economic Price Adjustments specified in OMSP Section 4.1,	
Written Amount: Four million three hundred ninety-six thousand two hundred sixty-six and 00/100 Dollars	*$ 4,396,266.00*
A4. Proposed Fixed Price - Demobilization, in case of Termination for Convenience by Owner:	
The total lump sum fixed price written below, subject to the Economic Price Adjustments specified in OMSP Section 4.1, payable only upon termination by convenience of all services by Owner within 2 years of NTP.	
Written Amount: Five hundred eleven thousand three hundred twenty and 00/100 Dollars	*$ 511,320.00*
A5. Proposed Fixed Price - Task to Train Owner-Designated Personnel:	
The total lump sum fixed price written below, subject to the Economic Price Adjustments specified in OMSP Section 4.1.	
Written Amount: Four hundred thirty-seven thousand six hundred and 00/100 Dollars	*$ 437,600.00*
A6. Allowance Account for Economic Price Adjustment (Base O&M):	
Written Amount: Twenty-five million three thousand nine hundred-ten and 06/100 Dollars	*$ 25,003,910.06*
A7. General Allowance Account (Base O&M/Additional Vehicles) - 10% of Item A1.1, Item A1.2, Item A2 and Item A3:	
Written Amount: Nine million Eight hundred fifty-one thousand eight hundred twenty-six and 60/100 Dollars	*$ 9,851,826.60*
B - CARP and Vehicle Overhauls - Proposed Not to Exceed Budget:	
The annual lump sum fixed prices written below, subject to the Economic Price Adjustments specified in OMSP Section 4.1.	
CARP Item 1- *Written Amount:* Eighteen Million Six Hundred Eighty-Nine Thousand Eight Hundred and 00/100 *Dollars*	*$18,689,800.00*
CARP Item 2 *- Written Amount:* Thirty-One Million Nine Hundred Seventy-Seven Thousand Nine Hundred and 00/100 *Dollars*	*$31,977,900.00*
CARP Item 3 *- Written Amount:* Five Million Eight Hundred Seventy Thousand Seven Hundred and 00/100 *Dollars*	*$5,870,700.00*
CARP Item 4 *- Written Amount:* Five Million Eight Hundred Ninety-Seven Thousand Six Hundred and 00/100 *Dollars*	*$5,897,600.00*
CARP Item 5 *- Written Amount:* Five Million Six Hundred Thirteen Thousand Three Hundred and 00/100 *Dollars*	*$5,613,300.00*
Vehicle Overhauls *- Written Amount:* Six million Six hundred seventy-three thousand seven hundred thirty and 00/100 *Dollars*	*$6,673,730.00*
B1. TOTAL of CARP and Vehicle Overhaul Not to Exceed Budgets (Sum of CARP Items 1 through 5 and Vehicle Overhauls)	
Written Amount: Seventy-four million Seven hundred twenty-three thousand thirty and 00/100 *Dollars*	*$74,723,030.00*

Appendix E – Form of Contract Summary

B2. Allowance Account for Economic Price Adjustment (CARP/Vehicle Overhauls):	
Written Amount: Twenty-three million seven hundred sixty-seven thousand seven hundred sixty-eight and 17/100 *Dollars*	*$23,767,768.17*
B3. General Allowance Account (CARP/Vehicle Overhauls) – 10% of Item B.1:	
Written Amount: Seven million four hundred seventy-two thousand three hundred-three and 00/100 *Dollars*	*$7,472,303.00*
C. Inspector General Audit Allowance Account - 0.25% of Item A1.1, Item A.1.2, and Item B1	
Written Amount: Three hundred eighty-three thousand three hundred thirty and 08/100 *Dollars*	*$383,330.08*
D. TOTAL of Operations and Maintenance Fixed Pricing, Not to Exceed Budgets and Allowance Accounts (Sum of Lines A1 through A7, Lines B1 through B3, and Line C)	
Written Amount: Two hundred forty million six hundred sixty-nine thousand three hundred fifty-three and 91/100 Dollars	*$240,669,353.91*

Appendix E – Form of Contract Summary

The Total Maximum Contract Amount Phase II shall not exceed ________________________Dollars and _________Cents ($___________),

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

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

By: ________________________________
County Mayor

(MIAMI-DADE COUNTY SEAL)

____

Approved for Form and Legal Sufficiency

____
(Assistant County Attorney)

ATTEST: Harvey Ruvin Clerk

By: ________________________________
Deputy Clerk

CONTRACTOR (If Corporation)

____
(Corporate Name)

By: ________________________________
President

Attest: ________________________________
Secretary

CONTRACTOR (if Partnership or Corporate Joint Venture)

(A) PARTNERSHIP OR
CORPORATE JOINT VENTURER:

____
(Corporate Name)

By: ______________________________
President

Attest: ______________________________
Secretary

(B) PARTNERSHIP OR
CORPORATE JOINT VENTURER:

____
(Corporate Name)

By: ______________________________
President

Attest: ______________________________
Secretary

(ATTACH ADDITIONAL SHEETS FOR EACH JOINT VENTURER, AS NEEDED)

(CORPORATE SEAL)

NAME OF MANAGING JOINT VENTURER:

By ____
Signature of Authorized Representative of Joint Venture

Witnesses as to Above

____

____

APPENDIX – F

OPERATIONS AND MAINTENANCE GENERAL REQUIREMENTS

File -
cc: Jose
Kamel
Huy

CHANGE ORDER

APR 18 2002
112504

FILE COPY

TO: Sumitomo Corporation of America (SCOA)

CHANGE ORDER NO: **1**

DATE: March 20, 2002

PROJECT TITLE: NORTH TERMINAL APM SYSTEM

CONTRACT DATED: October 29, 1999

PROJECT NO : MIA-702 R

AA CONTRACT NO : MIA-702-R-2

This will authorize the following changes:

1. Deletion of two (2) cars, equivalent to one (1) married-pair vehicle from a current fleet of twenty-two (22) cars or eleven (11) married-pair vehicles. This deletion applies to all related equipment and delivery costs, overhead and profit, and any recurring cost impact on the overall fleet.

2. The 2-car (1-vehicle) operation feature is waived. References related to this feature are found in TP 11.0, TP 11.3.3.2 Item EE, TP 9.0, SP 6.5.1, SP 2.0.

3. The credit to be provided by the APM Contractor is summarized in Attachment A. The pricing shown applies only to this Change Order, and shall not be applied in any future additions or deletions to the Scope under the Contract.

4. This Change Order shall grant specific exclusions to the calculation of fleet availability, as defined in TP 8.3. The following process leads to the determination of the fleet availability exclusions granted to the APM Contractor.

5. The terms "Heavy Maintenance" and "Light Maintenance" are as defined in the appropriate sections of the contract documents and O&M documents and manuals, as accepted by the APM Consultant. The scope of Heavy and Light Maintenance activities shall not preclude the Contractor from performing such Maintenance in either the Heavy or Light Maintenance areas.

6. It is further clarified that the sequence of the events applicable under this exclusion process may vary. If such an event occurs, beyond the described process, but is similar in nature, the exclusion could apply. The exclusion process is set forth as follows:

   - In the case of a first vehicle failure affecting system downtime and requiring train removal from the main guideway, the exclusion shall not exceed 60 minutes, provided that all the following conditions are met: (a) one (1) Vehicle is undergoing Heavy Maintenance; (b) Failure occurs when four (4) trains are operating; (c) There is no stand-by train ready for dispatching.

   - If a second vehicle failure occurs (defined as another vehicle failure occurring when the first failed vehicle is still under repair), an exclusion shall be granted, provided that all the following conditions are met: (a) The repair time of the failed vehicle shall not exceed the repair time provided in the Mean Time to Repair (MTTR) Table to be provided by SCOA within 30 days from the date of this Change Order, and accepted by the APM Consultant. Excess time shall be considered as downtime ; (b) A minimum of three (3) trains must be kept operating; (c) The failure is not attributable to an act of negligence by the APM Contractor (such as not following the maintenance plan).

- **If a third vehicle failure occurs (defined as another vehicle failure occurring when the first and second failed vehicles are both still under repair), the exclusion shall not exceed 60 minutes, provided that a minimum of three (3) trains are restored to operation within the 60 minute time period. In the event that more than one vehicle is undergoing Heavy Maintenance at the time of the first vehicle failure, and more than one vehicle is still undergoing scheduled Heavy Maintenance at the time of the second vehicle failure, then a minimum of two (2) trains must be kept operating.**

- **In all cases described above and other cases similar in nature, the repair time shall be based on the MTTR Table and in accordance to Operations and Maintenance procedures in related O&M documents and manuals. If the actual repair time exceeds the MTTR, the excess time shall be considered as downtime.**

- **The provisions described above shall be applicable during the System Demonstration and the O&M periods.**

- **The specific procedure and technique to calculate the exclusions shall be submitted by SCOA not later than 6 months after the acceptance of the final Operations and Maintenance Plan, and accepted by the APM Consultant.**

This change order constitutes full, final, and complete compensation to the Contractor for all costs, expenses, overhead, profit, and any damages of every kind that the Contractor may incur in connection with the above referenced changes in the Work, including any impact on the referenced Work or on any of the Work under the Agreement, any changes in the sequence of any Work, any delay to any Work, any disruption of any Work, any rescheduling of any Work, and any other affect on any of the Work under the Agreement. By the execution of this change order, the Contractor accepts the contract price change and the Contract Completion Date change, if any, and expressly waives any claims for any additional compensation, damages or time extensions, in connection with the above-referenced changes. Except as herein or heretofore expressly modified, all terms of the original Agreement shall remain in full force and effect and shall cover the performance of, and payment for, any work authorized hereunder. It is requested that you indicate your acceptance of this change order by executing the attached copies and returning one fully executed copy at your earliest convenience.

The original Guaranteed Maximum Price or
Contract Sum ("Price"), as applicable, was......................$ **86,588,000.00**
Net change by previously authorized Change Orders..................$ **0.00**
The Price prior to this Change Order was.................................$ **86,588,000.00**
The Price will be (increased) (**decreased**) (unchanged) by this
Change Order on a (Time & Material) (**Lump Sum**) basis....$ **(2,700,000.00)**
The new Price including this Change Order will be......................$ **83,888,000.00**

The Contract Time applicable to (N/A) will be (increased) (decreased) (**unchanged**) by (______) Calendar Days.

ACCEPTED BY:

(CONTRACTOR)

By: GINO M. ANTONIELLO

Title: EXECUTIVE DIRECTOR

Date: 2/20/02

AMERICAN AIRLINES, INC.

By:

Title: Managing Director

Date: 3-22-02

Note: Acceptance should be executed by corporate officer, partner or principal in interest.

ATTACHMENT A - REVISED SCHEDULE OF VALUES
Change Order #1

WBS No.	DESCRIPTION OF WORK	Current Schedule of Values			Change Order			New Schedule of Values		
		without FL Sales Tax	FL Sales Tax	Total	without FL Sales Tax	FL Sales Tax	Total	without FL Sales Tax	FL Sales Tax	Total
1.2.6	Vehicles									
	WBS No. 1.2.6.1.1 - Vehicle Procurement (Factory Test Completion)	$27,825,666.00	$1,723,661.06	$29,549,327.06	($2,529,606.00)	$0.00	($2,529,606.00)	$25,296,060.00	$1,723,661.06	$27,019,721.06
	WBS No. 1.2.6.1.2 - Vehicle Delivery	$2,957,790.00	$183,220.18	$3,141,010.18	($268,890.00)	$0.00	($268,890.00)	$2,688,900.00	$183,220.18	$2,872,120.18
	WBS No. 1.2.6.1.3 - On-Board Communication Equipment etc.	$576,114.00	$26,400.00	$602,514.00	($52,374.00)	$0.00	($52,374.00)	$523,740.00	$26,400.00	$550,140.00
	WBS No. 1.2.6.1.4 Overhead and Profit and Recurring Cost Allowance	$0.00	$0.00	$0.00	$566,985.00	$0.00	$566,985.00	$566,985.00	$0.00	$566,985.00
	WBS No. 1.2.6.1.5 HW, SW and Equipment for 2-car Operation (Note 1)	$0.00	$0.00	$0.00	($400,000.00)	$0.00	($400,000.00)	($400,000.00)	$0.00	($400,000.00)
1.2.10	On-Board CCTV					$0.00				
	WBS No. 1.2.10.1 - On-board Cameras	$71,841.00	$2,200.00	$74,041.00	($6,531.00)	$0.00	($6,531.00)	$65,310.00	$2,200.00	$67,510.00
	WBS No. 1.2.10.2 - On-board CCTV Equipment	$59,884.00	$2,200.00	$62,084.00	($5,444.00)	$0.00	($5,444.00)	$54,440.00	$2,200.00	$56,640.00
	WBS No. 1.2.10.4 - Receivers/Multiplexers	$45,540.00	$2,200.00	$47,740.00	($4,140.00)	$0.00	($4,140.00)	$41,400.00	$2,200.00	$43,600.00
	SUB-TOTALS	$31,536,835.00	$1,939,881.24	$33,476,716.24	($2,700,000.00)	$0.00	($2,700,000.00)	$28,836,835.00	$1,939,881.24	$30,776,716.24

Note 1: This is a one-time credit for this feature, and shall have no bearing on future price negotiations

APPENDIX – G

OPERATIONS AND MAINTENANCE GENERAL REQUIREMENTS

IRON MOUNTAIN

Effective Date	
Deposit Account Number	
*Effective Date and Deposit Account Number to be supplied by Iron Mountain only.	

Three-Party Escrow Service Agreement

1. **Introduction**
   This Three Party Escrow Service Agreement (the "**Agreement**") is entered into by and between Mitsubishi Heavy Industries Limited (the "**Depositor**"), and by Miami-Dade County (the "**Beneficiary**") and by Iron Mountain Intellectual Property Management, Inc. ("**Iron Mountain**"). Depositor, Beneficiary, and Iron Mountain may be referred to individually as a "Party" or collectively as the "Parties" throughout this Agreement.
   (a) The use of the term services in this Agreement shall refer to Iron Mountain services that facilitate the creation, management, and enforcement of software or other technology escrow accounts as described in Exhibit A attached hereto ("**Services**"). A Party shall request Services under this Agreement by submitting a work request for certain Iron Mountain Services ("**Work Request**") via written instruction or the online portal maintained at the website located at www.ironmountainconnect.com or other websites owned or controlled by Iron Mountain that are linked to that website (collectively the "**Iron Mountain Website**").
   (b) The Beneficiary and Depositor have, or will have, entered into a license agreement or other agreement ("License Agreement") conveying intellectual property rights to the Beneficiary, and the Parties intend this Agreement to be considered as supplementary to such agreement, pursuant to Title 11 United States [Bankruptcy] Code, Section 365(n).
2. **Depositor Responsibilities and Representations**
   (a) Depositor shall make an initial deposit that is complete and functional of all proprietary technology and other materials covered under this Agreement ("**Deposit Material**") to Iron Mountain within thirty (30) days of the Effective Date. Depositor may also update Deposit Material anytime the software or the operating system or the platform or the computer it operates is upgraded or changed during the Term (as defined below) of this Agreement provided a minimum of one (1) complete and functional copy of Deposit Material is deposited with Iron Mountain at all times. At the time of each deposit or update, Depositor will provide an accurate and complete description of all Deposit Material sent to Iron Mountain using the form attached hereto as Exhibit B.
   (b) Depositor represents that it lawfully possesses or has the right to control all Deposit Material provided to Iron Mountain under this Agreement and that any current or future Deposit Material liens or encumbrances will not prohibit, limit, or alter the rights and obligations of Iron Mountain under this Agreement. Depositor warrants that with respect to the Deposit Material, Iron Mountain's proper administration of this Agreement will not violate the rights of any third parties.
   (c) Depositor represents that all Deposit Material is readable and useable in its then current form; if any portion of such Deposit Material is encrypted, the necessary decryption tools and keys to read such material are deposited contemporaneously.
   (d) Depositor agrees, upon request by Iron Mountain, in support of Beneficiary's request for verification Services, to promptly complete and return the Escrow Deposit Questionnaire attached hereto as Exhibit Q. Depositor consents to Iron Mountain's performance of any level(s) of verification Services described in Exhibit A attached hereto and Depositor further consents to Iron Mountain's use of a subcontractor to perform verification Services. Any such subcontractor shall be bound by the same confidentiality obligations as Iron Mountain and shall not be a direct competitor to either Depositor or Beneficiary. Iron Mountain shall be responsible for the delivery of Services of any such subcontractor as if Iron Mountain had performed the Services. Depositor represents that all Deposit Material is provided with all rights necessary for Iron Mountain to verify such proprietary technology and materials upon receipt of a Work Request for such Services or agrees to use commercially reasonable efforts to provide Iron Mountain with any necessary use rights or permissions to use materials necessary to perform verification of the Deposit Material. Depositor agrees to reasonably cooperate with Iron Mountain by providing reasonable access to its technical personnel for verification Services whenever reasonably necessary. As between Depositor and Beneficiary, the Parties agree that Beneficiary will pay for any cost and expenses for Iron Mountain and Depositor in connection with the performance of any verification Services. If, through the process of verification, the Deposit Material is found not to be usable and/or functional, the Depositor will reimburse Beneficiary reasonable fees associated with repeat verification services, at the same level as initiated by the Beneficiary, upon rectification of all discovered deficiencies.

3. **Beneficiary Responsibilities and Representations**

(a) Beneficiary acknowledges that, as between Iron Mountain and Beneficiary, Iron Mountain's obligation is to maintain the Deposit Material as delivered by the Depositor and that, other than Iron Mountain's inspection of the Deposit Material (as described in Section 4) and the performance of any of the optional verification Services listed in Exhibit A, Iron Mountain has no other obligation regarding the completeness, accuracy, or functionality of the Deposit Material.

(b) Beneficiary may submit a verification Work Request to Iron Mountain for one or more of the Services defined in Exhibit A attached hereto and consents to Iron Mountain's use of a subcontractor if needed to provide such Services. Beneficiary warrants that Iron Mountain's use of any materials supplied by Beneficiary to perform the verification Services described in Exhibit A is lawful and does not violate the rights of any third parties.

4. **Iron Mountain Responsibilities and Representations**

(a) Iron Mountain agrees to use commercially reasonable efforts to provide the Services requested by Authorized Person(s) (as identified in the "**Authorized Person(s)/Notices Table**" below) representing the Depositor or Beneficiary in a Work Request. Iron Mountain may reject a Work Request (in whole or in part) that does not contain all required information at any time upon notification to the Party originating the Work Request.

(b) Iron Mountain will conduct a visual inspection upon receipt of any Deposit Material and associated Exhibit B. If Iron Mountain determines that the Deposit Material does not match the description provided by Depositor represented in Exhibit B, Iron Mountain will notify Depositor of such discrepancy.

(c) Iron Mountain will provide notice to the Beneficiary of all Deposit Material that is accepted and deposited into the escrow account under this Agreement.

(d) Iron Mountain will follow the provisions of Exhibit C attached hereto in administering the release of Deposit Material.

(e) Iron Mountain will work with a Party who submits any verification Work Request for Deposit Material covered under this Agreement to either fulfill any standard verification Services Work Request or develop a custom Statement of Work ("**SOW**"). Iron Mountain and the requesting Party will mutually agree in writing to an SOW on terms and conditions that include but are not limited to: description of Deposit Material to be tested; description of verification testing; requesting Party responsibilities; Iron Mountain responsibilities; Service Fees; invoice payment instructions; designation of the paying Party; designation of authorized SOW representatives for both the requesting Party and Iron Mountain with name and contact information; and description of any final deliverables prior to the start of any fulfillment activity. After the start of fulfillment activity, each SOW may only be amended or modified in writing with the mutual agreement of both Parties, in accordance with the change control procedures set forth therein. If the verification Services extend beyond those described in Exhibit A, the Depositor shall be a necessary Party to the SOW governing the Services.

(f) Iron Mountain will hold and protect Deposit Material in physical or electronic vaults that are either owned or under the control of Iron Mountain, unless otherwise agreed to by all the Parties.

(g) Upon receipt of written instructions by both Depositor and Beneficiary, Iron Mountain will permit the replacement or removal of previously submitted Deposit Material. The Party making such request shall be responsible for getting the other Party to approve the joint instructions. Any Deposit Material that is removed from the deposit account will be either returned to Depositor or destroyed in accordance with Depositor's written instructions.

(h) Should transport of Deposit Material be necessary in order for Iron Mountain to perform Services requested by Depositor or Beneficiary under this Agreement, Iron Mountain will use a commercially recognized overnight carrier such as Federal Express or United Parcel Service. Iron Mountain will not be responsible for any loss or destruction of, or damage to, such Deposit Material while in the custody of the common carrier, except in case such damage is caused by gross negligence or misconduct of Iron Mountain.

5. **Payment**

The Party responsible for payment designated in Exhibit A ("**Paying Party**") shall pay to Iron Mountain all fees as set forth in the Work Request ("**Service Fees**"). All Service Fees are due within thirty (30) calendar days from the date of invoice in U.S. currency and are non-refundable. Iron Mountain may update Service Fees with a ninety (90) calendar day written notice to the Paying Party during the Term of this Agreement (as defined below). The Paying Party is liable for any taxes (other than Iron Mountain income taxes) related specifically to Services purchased under this Agreement or shall present to Iron Mountain an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice. Any Service Fees not collected by Iron Mountain when due shall bear interest until paid at a rate of one percent (1%) per month (12% per annum) or the maximum rate permitted by law, whichever is less. Notwithstanding the non-performance of any obligations of Depositor to deliver Deposit Material under the License Agreement or this Agreement, Iron Mountain is entitled to be paid all Service Fees that accrue during the Term of this Agreement.

6. **Term and Termination**

(a) The term of this Agreement is for a period of ten (10) years, payable in advance from the Effective Date ("**Initial Term**") and will automatically renew for additional one (1) year terms ("**Renewal Term**") (collectively the "**Term**"). This

Agreement shall continue in full force and effect until one of the following events occur: (i) Depositor and Beneficiary provide Iron Mountain with sixty (60) days' prior written joint notice of their intent to terminate this Agreement; (ii) Beneficiary provides Iron Mountain and Depositor with sixty (60) days' prior written notice of its intent to terminate this Agreement; (iii) the Agreement terminates under another provision of this Agreement; or (iv) any time after the first year of the Initial Term, Iron Mountain provides sixty (60) days' prior written notice to the Depositor and Beneficiary of Iron Mountain's intent to terminate this Agreement. Effective Date and Deposit Account Number to be supplied by Iron Mountain only. The Effective Date supplied by Iron Mountain and specified above shall be the date Iron Mountain sets up the escrow account.

(b) Unless the express terms of this Agreement provide otherwise, upon termination of this Agreement, Iron Mountain shall return the Deposit Material to the Depositor. Unless otherwise directed by Depositor, Iron Mountain will use a commercially recognized overnight common carrier such as Federal Express or United Parcel Service to return the Deposit Material to the Depositor. Iron Mountain will not be responsible for any loss or destruction of, or damage to, such Deposit Material While in the custody of the common carrier, except in case such damage is caused by gross negligence or misconduct of Iron Mountain. If reasonable attempts to return the Deposit Material to Depositor are unsuccessful, Iron Mountain shall destroy the Deposit Material.

(c) In the event of the nonpayment of undisputed Service Fees owed to Iron Mountain Iron Mountain shall provide all Parties to this Agreement with written notice of Iron Mountain's intent to terminate this Agreement. Any Party to this Agreement shall have the right to make the payment to Iron Mountain to cure the default. If the past due payment is not received in full by Iron Mountain within thirty (30) calendar days of the date of such written notice, then Iron Mountain shall have the right to terminate this Agreement at any time thereafter by sending written notice to all Parties. Iron Mountain shall have no obligation to perform the Services under this Agreement (except those obligations that survive termination of this Agreement, which includes the confidentiality obligations in Section 9) so long as any undisputed Service Fees due Iron Mountain under this Agreement remain unpaid.

7. Infringement Indemnification

Anything in this Agreement to the contrary notwithstanding, Depositor at its own expense shall defend and hold Iron Mountain fully harmless against any claim or action asserted against Iron Mountain (specifically including costs and reasonable attorneys' fees associated with any such claim or action) to the extent such claim or action is based on an assertion that Iron Mountain's proper administration of this Agreement infringes any patent, copyright, license or other proprietary right of any third party with the exception of gross negligence, willful misconduct or intentional misrepresentation on behalf of Iron Mountain. When Iron Mountain has notice of a claim or action, it shall promptly notify Depositor in writing. At its option, Depositor may elect to control the defense of such claim or action and may elect to enter into a settlement agreement, provided that no such settlement or defense shall include any admission or implication of wrongdoing on the part of Iron Mountain without Iron Mountain's prior written consent, which consent shall not be unreasonably delayed or withheld. Iron Mountain shall have the right to employ separate counsel and participate in the defense of any claim at its own expense.

8. Warranties

(a) IRON MOUNTAIN WARRANTS ANY AND ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER CONSISTENT WITH THE MEASURES IRON MOUNTAIN TAKES TO PROTECT ITS OWN INFORMATION OF A SIMILAR NATURE, BUT IN NO CASE LESS THAN A REASONABLE LEVEL OF CARE. EXCEPT AS SPECIFIED IN THIS SECTION, ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. AN AGGRIEVED PARTY MUST NOTIFY IRON MOUNTAIN PROMPTLY UPON LEARNING OF ANY CLAIMED BREACH OF ANY WARRANTY AND, TO THE EXTENT ALLOWED BY APPLICABLE LAW, SUCH PARTY'S REMEDY FOR BREACH OF THIS WARRANTY SHALL BE SUBJECT TO THE LIMITATION OF LIABILITY AND CONSEQUENTIAL DAMAGES WAIVER IN THIS AGREEMENT.

(b) Depositor warrants that all Depositor information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Depositor information during the Term of this Agreement.

(c) Beneficiary warrants that all Beneficiary information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Beneficiary information during the Term of this Agreement.

9. Confidential Information

Iron Mountain shall have the obligation to implement and maintain safeguards designed to protect the confidentiality of the Deposit Material. Except as provided in this Agreement Iron Mountain shall not use or disclose the Deposit Material. Iron Mountain shall not disclose the terms of this Agreement to any third party other than its financial, technical, or legal advisors, or its administrative support service providers.. Any such third party shall be bound by the same confidentiality obligations as Iron Mountain. If Iron Mountain receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Material, Iron Mountain will promptly notify the Parties to this Agreement unless prohibited by law. After notifying the Parties, Iron Mountain may comply in good faith with such order. It shall be the responsibility of Depositor or Beneficiary to challenge any such order; provided, however, that Iron Mountain does not waive its rights to present its position with respect to any such order. Iron Mountain will cooperate with the Depositor or Beneficiary, as applicable, to support efforts to quash or limit any subpoena, at such Party's expense. Any Party requesting additional assistance shall pay Iron Mountain's standard charges or as quoted upon submission of a detailed request.

10. Limitation of Liability

EXCEPT FOR: (I) LIABILITY FOR DEATH OR BODILY INJURY; (II) PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (III) THE INFRINGEMENT INDEMNIFICATION OBLIGATIONS OF SECTION 7; OR (IV) CONFIDENTIAL INFORMATION OBLIGATIONS OF SECTION 9, ALL OTHER LIABILITY RELATED TO THIS AGREEMENT, IF ANY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OF ANY PARTY TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT EQUAL TO ONE YEAR OF FEES PAID TO IRON MOUNTAIN UNDER THIS AGREEMENT. IRON MOUNTAIN'S LIABILITY FOR ANY PHYSICAL DAMAGE TO THE DEPOSIT MATERIAL WHILE IN IRON MOUNTAIN'S CUSTODY SHALL BE LIMITED TO TEN TIMES THE THEN CURRENT ANNUAL FEES PAID TO IRON MOUNTAIN UNDER THIS AGREEMENT. IF CLAIM OR LOSS IS MADE IN RELATION TO A SPECIFIC DEPOSIT OR DEPOSITS, SUBJECT TO THE SAME EXCEPTIONS TO THE ABOVE, SUCH LIABILITY SHALL BE LIMITED TO THE FEES RELATED SPECIFICALLY TO SUCH DEPOSITS Nothing herein shall be deemed to expand Beneficiary liability beyond the limits specified in Chapter 768.28, Florida Statutes.

11. Consequential Damages Waiver

IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE TO ANOTHER PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS, ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE SERVICES (EXCLUDING SUBSTITUTE ESCROW SERVICES), OR ANY OTHER INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EVEN IF THE POSSIBILITY THEREOF MAY BE KNOWN IN ADVANCE TO ONE OR MORE PARTIES NOTWITHSTANDING ANYTHING CONTRARY IN THIS AGREEMENT,WITHOUT PREJUDICE TO ANY OTHER RIGHTS AND REMEDIES THAT DEPOSITOR AND/OR BENEFICIARY MAY HAVE PURSUANT TO THIS AGREEMENT, IN THE EVENT THAT EITHER DEPOSITOR OR BENEFICIARY SUFFERS DAMAGE DUE TO IRON MOUNTAIN'S BREACH OF THE CONFIDENTIAL INFORMATION OBLIGATIONS OF SECTION 9, IRON MOUNTAIN SHALL BE LIABLE FOR ALL INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS, ALL COSTS OR EXPENSES FOR THE PROCUREMENT OF SUSTITUTE SERVICES AND OTHER INDIRECT DAMAGES IN AN AMOUNT SETTLED THROUGH NEGOTIATION AMONG PARTIES OR PROVEN OR GRANTED IN THE ARBITRATION PROCEDURE TO BE HELD PURSUANT TO SECTION 12 (O) OF THIS AGREEMENT PROVIDED, HOWEVER, THAT IRON MOUNTAIN'S LIABILITY HEREUNDER SHALL NOT EXCEED $100,000 UNLESS IRON MOUNTAIN IS FOUND TO HAVE BEEN GROSSLY NEGLIGENT OR TO HAVE ENGAGED IN WILLFUL MISCONDUCT.

12. General

(a) Incorporation of Work Requests. All valid Depositor and Beneficiary Work Requests are incorporated into this Agreement.

(b) Purchase Orders. In the event that the Paying Party issues a purchase order or other instrument used to pay Service Fees to Iron Mountain, any terms and conditions set forth in the purchase order which constitute terms and conditions which are in addition to those set forth in this Agreement or which establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by Iron Mountain.

(c) Right to Make Copies. Iron Mountain shall not be permitted to make copies of any Deposit Materials, without written joint instructions from the Depositor and Beneficiary.

(d) Choice of Law. Except as specified in Section (o) below, The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the Florida, USA, as if performed wholly within the state and without giving effect to the principles of conflicts of laws.

(e) Authorized Person(s). Depositor and Beneficiary must each authorize and designate one person whose actions will legally bind such Party ("Authorized Person" who shall be identified in the Authorized Person(s) Notices Table of this Agreement or such Party's legal representative) and who may manage the Iron Mountain escrow account through the Iron Mountain website or written instruction. The Authorized Person for each the Depositor and Beneficiary will maintain the accuracy of their name and contact information provided to Iron Mountain during the Term of this Agreement.

(f) Right to Rely on Instructions. With respect to release of Deposit Material or the destruction of Deposit Material, Iron Mountain shall rely on instructions from a Party's Authorized Person(s). In all other cases, Iron Mountain may act in reliance upon any instruction, instrument, or signature reasonably believed by Iron Mountain to be genuine and from an Authorized Person(s), officer, or other employee of a Party. Iron Mountain may assume that such representative of a Party to this Agreement who gives any written notice, request, or instruction has the authority to do so. Iron Mountain will not be required to inquire into the truth of, or evaluate the merit of, any statement or representation contained in any notice or document reasonably believed to be from such representative.

(g) Force Majeure. No Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, earthquake, labor disputes, shortages of supplies, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.

(h) Notices. All notices regarding Exhibit C (Release of Deposit Material) shall be sent by commercial express mail or other commercially appropriate means that provide prompt delivery and require proof of delivery. All other correspondence, including invoices, payments, and other documents and communications, may be sent electronically or via regular mail. The Parties shall have the right to rely on the last known address of the other Parties. Any correctly addressed notice to the last known address of the other Parties that is relied on herein, that is refused, unclaimed, or undeliverable shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by electronic mail, the postal authorities, or through messenger or commercial express delivery service.

(i) No Waiver. No waiver of any right under this Agreement by any Party shall constitute a subsequent waiver of that or any other right under this Agreement.

(j) Assignment. No assignment of this Agreement by Depositor or Beneficiary or any rights or obligations of Depositor or Beneficiary under this Agreement is permitted without the written consent of Iron Mountain, which shall not be unreasonably withheld or delayed. Iron Mountain shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or Beneficiary unless Iron Mountain receives clear, authoritative and conclusive written evidence of the change of Parties.

(k) Severability. In the event any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect. If this paragraph becomes applicable and, as a result, the value of this Agreement is materially impaired for any Party, as determined by such Party in its sole discretion, then the affected Party may terminate this Agreement by written notice to the other Parties.

(l) Independent Contractor Relationship. Depositor and Beneficiary understand, acknowledge, and agree that Iron Mountain's relationship with Depositor and Beneficiary will be that of an independent contractor and that nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship.

(m) Attorneys' Fees. Any costs and fees incurred by Iron Mountain in the performance of obligations imposed upon Iron Mountain solely by virtue of its role as escrow service provider including, without limitation, compliance with subpoenas, court orders, and discovery requests shall, unless adjudged otherwise, be paid by Depositor, provided however, that Iron Mountain shall obtain prior written consent from Depositor to retain outside counsel In any suit or proceeding between the Parties relating to this Agreement, the prevailing Party will have the right to recover from the other(s) its costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of this Agreement, and shall survive and not be merged into any such judgment.

(n) No Agency. No Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other Parties or bind the other Parties in any respect whatsoever.

(o) Disputes. In the event of any dispute, difference or question which may arise between the Parties, out of or or in relation to or in connection with this Agreement, or for the breach thereof, the Parties shall exert their utmost efforts to settle the same by means of good faith negotiation within ninety (90) days of the matter being notified to the other party. If the Parties fail to reach a settlement within such days, all dispute, difference or question relating to or arising among any of the Parties concerning the construction, meaning, effect or implementation of this Agreement or the rights or obligations of any Party hereof will be submitted to, and settled by arbitration by a arbitrator(s) chosen by the corresponding Regional Office of the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The Parties shall submit briefs of no more than 10 pages and the arbitration hearing shall be limited to two (2) days maximum. The arbitrator(s) shall apply Florida law. The place of arbitration shall be in Miami-Dade County, Florida, U.S.A., arbitration will take place in Miami, Florida, U.S.A. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by regular mail or by commercial express mail, to the attorney for the Party or, if unrepresented, to the Party at the last known business address. Without prejudice to any other rights and remedies that party may have pursuant to this Agreement, or at law or in equity, all parties acknowledge and agree that in addition to any recourse set forth above, Depositor and/or Beneficiary may seek injunctive or other similar specific relief from any court or other authority having competent jurisdiction in respect of any claims of breach of confidentiality or intellectual property infringement.

(p) Regulations. Depositor and Beneficiary are responsible for and warrant, to the extent of their individual actions or omissions, compliance with all applicable laws, rules and regulations, including but not limited to: customs laws; import; export and re-export laws; and government regulations of any country from or to which the Deposit Material may be delivered in accordance with the provisions of this Agreement. With respect to Deposit Material containing personal information and data, Depositor agrees to (i) procure all necessary consents in relation to personal information and data; and (ii) otherwise comply with all applicable privacy and data protection laws as they relate to the subject matter of this

Agreement. Notwithstanding anything in this Agreement to the contrary, if an applicable law or regulation exists or should be enacted which is contrary to the obligations imposed upon Iron Mountain hereunder, and results in the activities contemplated hereunder unlawful, Depositor and/or Beneficiary will notify Iron Mountain and Iron Mountain will be relieved of its obligations hereunder unless and until such time as such activity is permitted.

(q) No Third Party Rights. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise agreed to by all the Parties hereto.

(r) Entire Agreement. The Parties agree that this Agreement, which includes all the Exhibits attached hereto and all valid Work Requests and SOWs submitted by the Parties, is the complete agreement between the Parties hereto concerning the subject matter of this Agreement and replaces any prior or contemporaneous oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement. This Agreement may only be modified by mutual written agreement of all the Parties.

(s) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

(t) Survival. Sections 6 (Term and Termination), 7 (Infringement Indemnification), 8 (Warranties), 9 (Confidential Information), 10 (Limitation of Liability), 11 (Consequential Damages Waiver), and 12 (General) of this Agreement shall survive termination of this Agreement or any Exhibit attached hereto.

(balance of this page left intentionally blank – signature page follows)

IN WITNESS WHEREOF, the Parties have duly executed this Enrollment as of the Effective Date by their authorized representatives:

DEPOSITOR		BENEFICIARY	
Signature	T. Hirasawa	Signature	
Print Name	Toshio Hirasawa	Print Name	Maurice Jenkins
Title	Project Manager, Transportation Systems Project Department	Title	Director, Information Systems & Telecommunications Division, Miami-Dade Aviation Department
Date	Dec. 1, 2011	Date	12-DEC-2011
Email Address	toshio_hirasawa@mhi.co.jp	Email Address	MJENKINS@MIAMI-AIRPORT.COM

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.	
Signature	
Print Name	
Title	
Date	
Email Address	ipmclientservices@ironmountain.com

Approved as to Form and Legal Content:
Iron Mountain Legal Department

Shilpa Daiya

Shilpa Daiya, Corporate Counsel & Contracts Specialist
Date: August 26, 2011

Approved as to IPM Operational Content:
Iron Mountain IPM Service Delivery

Name: Susannah E. Scott, Contracts Specialist
Date: November 16, 2011

NOTE: Authorized Person(s) Notices Table, Billing Contact Information Table and Exhibits Follow.

Authorized Person(s) Notices Table			
Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All Notices will be sent electronically or through regular mail to the appropriate address set forth below. Please complete all information as applicable. Incomplete information may result in a delay of processing.			
DEPOSITOR (Required information)		**BENEFICIARY (Required information)**	
Print Name	Toshio Hirasawa	**Print Name**	Carlos Garcia
Title	Project Manager	**Title**	Comp. Svc Manager
Email Address	toshio_hirasawa@mhi.co.jp	**Email Address**	cgarcia@miami-airport.com
Street Address	1-1,Itozaki Minami 1-Chome	**Street Address**	P.O. Box 025504
Province/City/State	Mihara/Hiroshima/Japan	**Province/City/State**	Miami, Fl
Postal/Zip Code	729-0393	**Postal/Zip Code**	33102-5504
Phone Number	+81-848-67-2780	**Phone Number**	305-876-0878
Fax Number	+81-848-67-2897	**Fax Number**	305-876-0134

Billing Contact Information Table			
Please provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent to this individual at the address set forth below.			
DEPOSITOR		**BENEFICIARY**	
☐ ***Check if same as Authorized Person***		☐ ***Check if same as Authorized Person***	
Company Name	Mitsubishi Heavy Industries America, Inc.	**Company Name**	
Print Name	Tetsuya Yamamoto	**Print Name**	
Title	General Manager	**Title**	
Email Address	tetsuya_yamamoto@mhiahq.com	**Email Address**	
Street Address	630 Firth Avenue, Suite 2650	**Street Address**	
Province/City/State	New York/NY	**Province/City/State**	
Postal/Zip Code	10111	**Postal/Zip Code**	
Phone Number	212-397-6132	**Phone Number**	
Fax Number	212-397-2113	**Fax Number**	
Purchase Order #		**Purchase Order #**	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All notices should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA. Telephone: 800-875-5669. Facsimile: 770-239-9201

Exhibit A

Escrow Service Work Request

Deposit Account Number	

Service Check box(es) to order service	Service Description - Three-Party Escrow Service Agreement All services are listed below. Services in shaded tables are required for every new escrow account set up. Some services may not be available under the Agreement.	One-Time Fees	Annual Fees	Paying Party Check box to identify the Paying Party
☒ Setup Fee	Iron Mountain will setup a new escrow deposit account using a standard escrow agreement. Custom contracts are subject to the Custom Contract Fee noted below.	$1,500		☒ Depositor ☐ Beneficiary
☒ Deposit Account Fee	Iron Mountain will set up one deposit account to manage and administrate access to Deposit Material that will be secured in a controlled storage environment. Furthermore, Iron Mountain will provide account services that include unlimited deposits, electronic vaulting, access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. A Client Manager will be assigned to each deposit account and provide training upon request to facilitate secure Internet access to the account and ensure fulfillment of Work Requests. An oversize fee of $200 USD per 1.2 cubic foot will be charged for deposits that exceed 2.4 cubic feet.		$1,000	Years 1-10 Depositor Years 11 forward Beneficiary
☒ Beneficiary Fee	Iron Mountain will fulfill a Work Request to add a Beneficiary to an escrow deposit account and manage access rights associated with the account. Beneficiary will have access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. A Client Manager will be assigned to each deposit account and provide training upon request to facilitate secure Internet access to the account and ensure fulfillment of Work Requests.		$700	Years 1-10 Depositor Years 11 forward Beneficiary
☒ Add File List Report	Iron Mountain will fulfill a Work Request to provide a File List Test, which includes a deposit media readability analysis, a file listing, a file classification table, virus scan outputs, and assurance of completed deposit questionnaire. A final report will be sent to the Paying Party regarding the Deposit Material to ensure consistency between Depositor's representations (i.e., Exhibit B and Deposit Questionnaire) and stored Deposit Material. Deposit must be provided on CD, DVD-R, or deposited by sFTP.	$2,500	N/A	☒ Depositor ☐ Beneficiary
☐ Add Level 1 - Inventory and Analysis Test	Iron Mountain will perform an Inventory Test on the initial deposit, which includes Analyzing deposit media readability, virus scanning, developing file classification tables, identifying the presence/absence of build instructions, and identifying materials required to recreate the Depositor's software development environment. Output includes a report which will include build instructions, file classification tables and listings. In addition, the report will list required software development materials, including, without limitation, required source code languages and compilers, third-party software, libraries, operating systems, and hardware, as well as Iron Mountain's analysis of the deposit.	$5,000 or based on SOW if custom work required	N/A	☐ Depositor ☐ Beneficiary
☐ Add Level 2 – Deposit Compile Test	Iron Mountain will fulfill a Work Request to perform a Deposit Compile Test, which includes the outputs of the File Listing Report and the Level 1 - Inventory Test as described above plus recreating the Depositor's software development environment, compiling source files and modules, linking libraries and recreating executable code, pass/fail determination, creation of comprehensive build instructions with a final report sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	☐ Depositor ☐ Beneficiary
☐ Add Level 3 - Binary Comparison	Iron Mountain will fulfill a Work Request to perform one Deposit Usability Test - Binary Comparison which includes a comparison of the files built from the Deposit Compile Test to the actual licensed technology on the Beneficiary's site to ensure a full match in file size, with a final report sent to the Requesting Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	☐ Depositor ☐ Beneficiary
☐ Add Level 4 - Full Usability	Iron Mountain will fulfill a Work Request to perform one Deposit Usability Test - Full Usability which includes a confirmation that the built applications work properly when installed, based on pre-determined test scripts provided by the Parties. A final report will be sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	☐ Depositor ☐ Beneficiary
☐ Add Deposit Tracking Notification	At least semi-annually, Iron Mountain will send an update reminder to Depositor. Thereafter, Beneficiary will be notified of last deposit.	N/A	$375	☐ Depositor ☐ Beneficiary
☐ Add Dual/Remote Vaulting	Iron Mountain will fulfill a Work Request to store and manage the deposit materials in a remote location, designated by the client, outside of Iron Mountain's primary escrow vaulting location or to store and manage a redundant copy of the deposit materials in one (1) additional location. All Deposit Materials (original and copy) must be provided by the Depositor.	N/A	$500	☐ Depositor ☐ Beneficiary
☐ Release Deposit Material	Iron Mountain will process a Work Request to release Deposit Material by following the specific procedures defined in Exhibit C "Release of Deposit Material" the Escrow Service Agreement.	$500	N/A	☐ Depositor ☐ Beneficiary
☐ Add Custom Services	Iron Mountain will provide its Escrow Expert consulting based on a custom SOW mutually agreed to by all Parties.	$175/ hour	N/A	☐ Depositor ☐ Beneficiary
☒ Custom Contract Fee	Custom contracts are subject to the Custom Contract Fee, which covers the review and processing of custom or modified contracts.	$750	N/A	☒ Depositor ☐ Beneficiary

Exhibit B
Deposit Material Description

Company Name	Mitsubishi Heavy Industries Ltd.	Deposit Account Number	
Deposit Name		Deposit Version	

(Deposit Name will appear in account history reports)

Deposit Media
(Please Label All Media with the Deposit Name Provided Above)

Media Type	Quantity		Media Type	Quantity
☐ CD-ROM / DVD			☐ 3.5" Floppy Disk	
☐ DLT Tape			☐ Documentation	
☐ DAT Tape			☐ Hard Drive / CPU	
			☐ Circuit Board	

	Total Size of Transmission (specify in bytes)	# of Files	# of Folders
☐ Electronic Deposit			
☐ Other (please describe below):			

Deposit Encryption
(Please check either "Yes" or "No" below and complete as appropriate)
Is the media or are any of the files encrypted? ☐ Yes or ☐ No
If yes, please include any passwords and decryption tools description below. Please also deposit all necessary encryption software with this deposit.

Encryption tool name		Version	
Hardware required			
Software required			
Other required information			

Deposit Certification (Please check the box below to Certify and Provide your Contact Information)

☐ I certify for Depositor that the above described Deposit Material has been transmitted electronically or sent via commercial express mail carrier to Iron Mountain at the address below.		☐ Iron Mountain has inspected and accepted the above described Deposit Material either electronically or physically. Iron Mountain will notify Depositor of any discrepancies.	
Name		Name	
Date		Date	
Email Address			
Telephone Number			
Fax Number			

Note: If Depositor is physically sending Deposit Material to Iron Mountain, please label all media and mail all Deposit Material with the appropriate Exhibit B via commercial express carrier to the following address:

Iron Mountain Intellectual Property Management, Inc.
Attn: Vault Administration
2100 Norcross Parkway, Suite 150
Norcross, GA 30071
Telephone: 800-875-5669
Facsimile: 770-239-9201

Exhibit C

Release of Deposit Material

Deposit Account Number	

Iron Mountain will use the following procedures to process any Beneficiary Work Request to release Deposit Material. All notices under this Exhibit C shall be sent pursuant to the terms of Section 12(h) Notices.

1. <u>Release Conditions</u>.
   Depositor and Beneficiary agree that a Work Request for the release of the Deposit Material shall be based solely on one or more of the following conditions (defined as "**Release Conditions**"):
   (i) Depositor's breach of the license agreement or other agreement between the Depositor and Beneficiary regulating the use of the Deposit Material covered under this Agreement; or
   (ii) Failure of the Depositor to function as a going concern or operate in the ordinary course; or
   (iii) Depositor is subject to voluntary or involuntary bankruptcy.
2. <u>Release Work Request</u>.
   A Beneficiary may submit a Work Request to Iron Mountain to release the Deposit Material covered under this Agreement. Iron Mountain will send a written notice of this Beneficiary Work Request within five (5) business days to the Depositor's Authorized Person.
3. <u>Contrary Instructions</u>.
   From the date Iron Mountain mails written notice of the Beneficiary Work Request to release Deposit Material covered under this Agreement, Depositor Authorized Person(s) shall have thirty (30) business days to deliver to Iron Mountain contrary instructions. Contrary instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured (**"Contrary Instructions"**). Contrary Instructions shall be on company letterhead and signed by a Depositor Authorized Person. Upon receipt of Contrary Instructions, Iron Mountain shall promptly send a copy to Beneficiary's Authorized Person(s). Additionally, Iron Mountain shall notify both Depositor and Beneficiary Authorized Person(s) that there is a dispute to be resolved pursuant to the Disputes provisions of this Agreement. Iron Mountain will continue to store Deposit Material without release pending (i) joint instructions from Depositor and Beneficiary with instructions to release the Deposit Material; or (ii) dispute resolution pursuant to the Disputes provisions of this Agreement; or (iii) withdrawal of Contrary Instructions from Depositor's Authorized Person or legal representative; or (iv) receipt of an order from a court of competent jurisdiction.
4. <u>Release of Deposit Material</u>.
   If Iron Mountain does not receive timely Contrary Instructions from a Depositor Authorized Person, Iron Mountain is authorized to release Deposit Material to the Beneficiary. Iron Mountain is entitled to receive any undisputed, unpaid Service Fees due Iron Mountain from the Parties before fulfilling the Work Request to release Deposit Material covered under this Agreement. Any Party may cure a default of payment of Service Fees.
5. <u>Termination of Agreement Upon Release</u>.
   This Agreement will terminate upon the release of Deposit Material held by Iron Mountain.
6. <u>Right to Use Following Release</u>.
   Beneficiary has the right under this Agreement to use the Deposit Material for the sole purpose of continuing the benefits afforded to Beneficiary by the License Agreement. Notwithstanding, the Beneficiary shall not have access to the Deposit Material unless there is a release of the Deposit Material in accordance with this Agreement. Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Material.
7. Nothing herein shall be deemed to waiver or otherwise alter any right or obligation as between Beneficiary and Depositor pursuant to any existing, completed, or prospective contract.

Exhibit Q
Escrow Deposit Questionnaire

Introduction

From time to time, technology escrow beneficiaries may exercise their right to perform verification services. This is a service that Iron Mountain provides for the purpose of validating relevance, completeness, currency, accuracy and functionality of deposit materials.

Purpose of Questionnaire

In order for Iron Mountain to determine the deposit material requirements and to quote fees associated with verification services, a completed deposit questionnaire is requested. It is the responsibility of the escrow depositor to complete the questionnaire.

Instructions

Please complete the questionnaire in its entirety by answering every question with accurate data. Upon completion, please return the completed questionnaire to the beneficiary asking for its completion.

General Description

1. What is the general function of the software to be placed into escrow?
2. On what media will the source code be delivered?
3. If the deposit is on magnetic tape media, what tape format (e.g. DAT DDS4, DLT 8000, LTO-3, etc.) will be used for the deposit?
4. Again if the deposit is on tape, what operating system and version was used to create the tape and what tools (either native OS or commercial (e.g. Backup Exec, NetBackup, etc.) were used to load the data; if a third party or commercial software tool was used, please specify the vendor and exact version of the tool used.
5. Will the deposit be in the format of a database/repository of any type of Versioning or Configuration Management Tool (e.g. Visual Source Safe, Clearcase, Perforce, etc.) or will the software in the deposit be in a clear text/native file system format? If a Versioning or CM tool will be necessary to examine any part the deposit contents, please specify the Vendor and tool and exact version used.
6. Is the software deposit encrypted, including password protected archives, in any way? If so, what tool and version will be used to perform the encryption and will all necessary userid's, passwords or encryption keys be provided to support extraction of the software?
7. What is the total uncompressed size of the deposit in megabytes?

Requirements for the Execution of the Software Protected by the Deposit

1. What are the system hardware requirements to successfully execute the software? (memory, disk space, etc.); please include any additional peripheral devices that may be necessary to support correct function of the software/system.
2. What is the minimum number of machines required to completely set up the software sufficient to support functional testing? What Operating systems and version are required for each machine?
3. Beyond the operating systems, what additional third party software and tools are required to execute the escrowed software and verify correct operation? Please provide vendor and versions of all third party tools or libraries required to completely configure a system suitable to support functional testing.
4. If a database of any kind is required to support functional testing of the software, does the escrow deposit contain or can the depositor provide scripts and backups/imports necessary to create a database instance suitable to support functional testing. Note: a database containing test data is satisfactory to support functional testing so long as the data is realistic.
5. Approximately how much time is required to setup and configure a system suitable to support functional testing?
6. Approximately how much time would be required to perform a set of limited tests once a test system is configured?
7. Does the escrow deposit contain or can the depositor provide test plans, scripts or procedures to facilitate testing?
8. With the exception of any database identified above, are any connections to external data sources, feeds or sinks required in order to support the proper functioning of the software and to support testing of the software?

Requirements for the Assembly of the Deposit

1. Describe the nature of the source code in the deposit. (Does the deposit include interpreted code, compiled source, or a mixture? How do the different parts of the deposit relate to each other?) What types of source code make up the escrow deposit (e.g. – C++, Java, etc.)
2. How many build processes are there?
3. How many unique build environments are required to assemble the material in the escrow deposit into the deliverables?
4. What hardware is required for each build environment to compile the software? (including memory, disk space, etc.)
5. What operating systems (including versions) are used during compilation? Is the software executed on any other operating systems/version?
6. How many separate deliverable components (executables, share libraries, etc.) are built?
7. What compilers/linkers/other tools (brand and version) are necessary to build the application?

8. What, if any, third-party libraries are used to build the software? Please specify vendor, tool name and exact or minimum required version.
9. If a database of any kind is necessary to support compilation, is a running instance of the database necessary or is a static instance consisting of the static and shared libraries and/or header files installed by the database sufficient to support compilation?
10. How long does a complete build of the software take? How much of that time requires some form of human interaction and how much is automated?
11. Does the escrow deposit contain formal build document(s) describing the necessary steps for build system configuration and compilation?
12. Do you have an internal QA process? If so, please give a brief description of the testing process.
13. Please list the appropriate technical person(s) Iron Mountain may contact regarding this set of escrow deposit materials.

Please provide your technical verification contact information below:

Company	Kyosan Electronic Mfg. Co., Ltd.
Print Name	Yoshikazu Saito
Title	
Email Address	yz-saito@kyosan.co.jp
Street Address	2-29-1 Heian-cho
Province/City/State	Tsurumi-ku/ Yokohama/Japan
Postal/Zip Code	230-0031
Phone Number	+81-45-503-8132

For additional information about Iron Mountain Technical Verification Services, please contact Iron Mountain at (800) 875-5669.

APPENDIX – H

OPERATIONS AND MAINTENANCE GENERAL REQUIREMENTS

SECTION A DETERMINATION OF MONTHLY PAYMENTS

A.1 MONTHLY PAYMENTS

For performance of the Services specified in Appendix A to these General Requirements, the Contractor shall be paid an Average Monthly Payment equal to one-twelfth (1/12) of the lump sum annual price for the current year of the Operations and Maintenance Contract, adjusted as specified in Section 4.1 of the General Requirements. The Average Monthly Payment for any partial month shall be prorated for the number of days in the month that the APM System is actually operated according to the System Operations Plan. The Average Monthly Payment shall be increased or decreased as provided below n **Section B.2 – System Service Performance Liquidated Damages** below and reduced by any amounts withheld in accordance with **OMGR Section 4.03 - Invoices**. Invoices shall be prepared and submitted and payments made in accordance **OMGR Section 4.03**.

A.2 SYSTEM SERVICE PERFORMANCE LIQUIDATED DAMAGES

For any calendar month of this Contract that the APM System does not achieve at least a System Service Availability (A) of ninety-nine and one-half percent (99.5%), as specified and calculated in accordance with **TP-B702A Section 8.0**, which **TP-B702A Section 8.0** shall be made a part hereof of these General Requirements for the Operations and Maintenance Contract, a Payment Factor shall be applied to the Contractor's Average Monthly Payment to decrease the amount to be paid for that month. Decreases of the Average Monthly Payment shall be as liquidated damages for not providing the required service performance, recognizing that demand for services during such times may have been denied or delayed and cannot be made up. The Payment Factors shall be as follows:

SYSTEM AVAILABILITY (A)	PAYMENT FACTOR
99.5 – 99.79	1.000
98.9 - 99.49	0.991
98.8 - 98.89	0.981
98.7 - 98.79	0.971
98.6 - 98.69	0.961
98.5 - 98.59	0.949
98.4 - 98.49	0.937
98.3 - 98.39	0.916
98.2 - 98.29	0.892
98.1 - 98.19	0.870
98.0 - 98.09	0.850
97.9 - 97.99	0.832
97.8 - 97.89	0.816
97.7 - 97.79	0.802
97.6 - 97.69	0.786
97.5 - 97.59	0.773
97.4 - 97.49	0.761
95.0 - 97.39	0.750
90.0 - 94.99	0.500
Below - 90.00	0.000

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

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

Additional deductions in the payments shall be made for exceeding the downtime limits defined in **OMGR Section 6.02 – Downtime Event Limits**. Such deductions shall be applied in addition to any adjustments to the Contractor's Monthly Payment due to System Service Availability as provided herein. The total reduction of payment due to exceeding such downtime limits, together with any reduction of payment due to the maintenance liquidated damages for regular maintenance in Section B below, shall be limited to five percent (5%) of the Average Monthly O&M Payment. These downtime limits shall be prorated by the ratio of the number of days in the respective month to thirty (30) calendar days. The following deductions from the Average Monthly Payment shall be applied per each downtime event in excess of the specified limit.

Length of Service Mode Downtime Event	Percent (%) Deduction per downtime event
1. Greater than five (5) seconds and less than or equal to one (1) minute	.035
2. Greater than one (1) minute and less than or equal to ten (10) minutes	.382
3. Greater than ten (10) minutes and less than or equal to twenty (20) minutes	1.042
4. Greater than twenty (20) minutes and less than or equal to forty-five (45) minutes	2.257
5. Greater than 45 minutes	3.125

A.3 SYSTEM SERVICE PERFORMANCE ADJUSTMENT

Once the additional married-pair vehicles are placed into passenger service and the one hour exclusion noted in **OMGR Section 6.05** is no longer applicable the following will apply for any calendar month of this Contract that the APM System achieves a System Service Availability (A) of ninety-nine and eight-tenths percent (99.8%) or greater, as specified and calculated in accordance with Section 8.0 of the Technical Provisions, an Adjustment Factor shall be applied to the Contractor's Average Monthly O&M Payment to increase the amount to be paid for that month. Adjustments of the Average Monthly O&M Payment shall be in accordance with the Adjustment Factors as follows:

SYSTEM AVAILABILITY (A)	ADJUSTMENT FACTOR
99.80 – 99.89	1.010
99.90 – 100	1.020

Should the APM System achieve a System Service Availability of 99.8% or greater in any calendar month, then the amount paid to the Contractor for that month shall be the Monthly Price for that month multiplied by the appropriate Adjustment Factor from the above table.

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

SECTION B LIQUIDATED DAMAGES FOR MAINTENANCE

The Contractor shall perform all Maintenance Activities in accordance with the Owner accepted Maintenance Schedules, Plans and Manuals provided in Contract B702A (with updates accepted by the Owner during Contract B702B) as well as any additional maintenance activities undertaken by the Contractor in Contract B702B. The scheduling of Maintenance Activities shall be measured from the scheduled start date of the activity to scheduled start date of the next activity as presented by the Contractor and accepted by the Owner via CDRL 51 of Contract B702A (with updates accepted by the Owner during Contract B702B). The Owner will impose Liquidated Damages for Maintenance activities which are not performed in accordance with these documents as further described below.

Every year a maintenance schedule will be agreed on detailing the scheduled start date for each month's activities. Liquidated damages for scheduled preventative maintenance not performed within the specified grace period will be deducted from the monthly invoice amount in which the grace period expires. The Contractor's Maintenance Management Information System will be utilized to review maintenance activities.

Maintenance activities subject to this Section B shall consist of either (i) regular maintenance activities (including all inspections) or (ii) maintenance overhaul activities. The total deduction in payments in any given month due to liquidated damages provided in this Section B for regular maintenance inspection activities, together with any reduction in payment due to the Downtime Event Limits in **OMGR Section 6.02 – Downtime Event Limits**, shall be limited to five percent (5%) of the Average Monthly Base O&M Payment. In addition to the liquidated damages for regular maintenance inspection activities, the total deduction in payments in any given month due to liquidated damages provided in this Section B for maintenance overhaul activities shall be subject to a separate cap limited to five percent (5%) of the vehicle overhaul labor payment for such overhaul. The monthly Liquidated Damages for Maintenance (Inspection) and the monthly Liquidated Damages for Maintenance (Overhauls) are in addition to and calculated separately from any imposed System Performance Liquidated Damages outlined above in Section A.2 and any System Performance Adjustment Factors of Section A.3 above.

<u>Exclusions</u>

The following events are not attributable to the scheduled maintenance itself. Delays due to these exclusions are not to be used in determining liquidated damages, and shall result in the entire period affected by them being deleted from consideration in calculating liquidated damages (i.e. delays to maintenance or exceeding grace period). Exclusions shall be determined subsequently upon review by the Contractor and the Owner.

1. Passenger-induced interruptions or delays provided that the Contractor can demonstrate such interruption has directly impacted regularly scheduled Maintenance.

2. Interruptions caused by intrusions of unauthorized persons or of animate or inanimate objects into non-public areas of the System provided that the Contractor can demonstrate such interruption has directly impacted regularly scheduled Maintenance.

3. Interruptions caused by non- System induced loss of service, e.g., loss of utility service, electrical power provided outside the nominal range, vehicle diversion resulting from intended security responses, and acts or omissions of the Owner or its agents or contractors provided that the Contractor can demonstrate such interruption has directly impacted regularly scheduled Maintenance.

4. Periods effected by Force Majeure to include pandemics natural disasters and weather provided that the Contractor can demonstrate such interruption has directly impacted regularly scheduled Maintenance.

5. Periods when the Fixed Facilities are not available, unless their unavailability is attributable to the Contractor's Work provided that the Contractor can demonstrate such interruption has directly impacted regularly scheduled Maintenance.

6. Equipment that has been temporarily removed from service for emergency/corrective maintenance may be temporarily excluded from regularly scheduled preventative maintenance until it is returned to service provided that the Contractor can demonstrate that the emergency repairs are such that regularly scheduled Maintenance cannot be performed.

B.1 VEHICLES

The Owner will impose Liquidated Damages for Vehicle Maintenance activities which are not performed in accordance with the documents noted above in **Section B – Liquidated Damages for Maintenance** as further described below. Vehicle Maintenance (Inspection) Liquidated Damages are calculated by deducting the percentages shown below from the escalated Monthly O&M Payment prior to accounting for any other performance or system availability Liquidated Damages. Vehicle Maintenance (Overhaul) Liquidated Damages are calculated by deducting the percentages shown below from the overhaul payment unit price for labor prior to accounting for any other performance or system availability Liquidated Damages. Liquidated Damages for Vehicle Maintenance (Inspection) Activities which are delayed beyond the grace period will be calculated as follows:

3 Day Vehicle Inspection

(To be performed every 3 Days for all Vehicles – measured from activity start to activity start.)

Grace Period:

1 Day

Initial Liquidated Damages for Maintenance Not Started Before the end of the Grace Period:

0.030% of Monthly O&M Payment

Additional Liquidated Damages Per Each Additional Day for Maintenance Not Started:

0.030%% of Monthly O&M Payment

3 Month Vehicle Inspection

(To be performed every 3 Months for all Vehicles – measured from activity start to activity start.)

Grace Period:

7 Days

Initial Liquidated Damages for Maintenance Not Started Before the end of the Grace Period:

0.238% of Monthly O&M Payment

Additional Liquidated Damages Per Each Additional 7 Day Period the Delayed Maintenance Is Not Started:

0.238% of Monthly O&M Payment

Annual Vehicle Inspection

(To be performed every 1 Year for all Vehicles – measured from activity start to activity start.)

Grace Period:

37 Days

Initial Liquidated Damages for Maintenance Not Started Before the end of the Grace Period:

3.175% of Monthly O&M Payment

Additional Liquidated Damages Per Each Additional 37 Day Period the Delayed Maintenance Is Not Started:

3.175% of Monthly O&M Payment

3 Year Inspection

(To be performed every 3 Years for all Vehicles – measured from activity start to activity start.)

Grace Period:

37 Days

Initial Liquidated Damages for Maintenance Not Started Before the end of the Grace Period:

5% of Monthly O&M Payment

Additional Liquidated Damages Per Each Additional 37 Day Period the Delayed Maintenance Is Not Started:

5% of Monthly O&M Payment

6 Year Overhaul

(To be performed every 6 Years for all Vehicles – measured from activity start to activity start.)

Grace Period:

75 Days

Initial Liquidated Damages for Maintenance Not Started Before the end of the Grace Period:

5% of the Vehicle Overhaul Unit Price for Labor

Additional Liquidated Damages Per Each Additional 75 Day Period the Delayed Maintenance Is Not Started:

5% of the Vehicle Overhaul Unit Price for Labor

3 Month Maintenance Vehicle (MV) Inspection

(To be performed every 3 Months for MV – measured from activity start to activity start.)

Grace Period:

7 Days

Initial Liquidated Damages for Maintenance Not Started Before the end of the Grace Period:

0.119% of Monthly O&M Payment

Additional Liquidated Damages Per Each Additional 7 Day Period the Delayed Maintenance Is Not Started:

0.119% of Monthly O&M Payment

Annual Maintenance Vehicle (MV) Inspection

(To be performed every 1 Year for MV – measured from activity start to activity start.)

Grace Period:

37 Days

Initial Liquidated Damages for Maintenance Not Started Before the end of the Grace Period:

0.496% of Monthly O&M Payment

Additional Liquidated Damages Per Each Additional 37 Day Period the Delayed Maintenance Is Not Started:

0.496% of Monthly O&M Payment

<u>6 Year MV Overhaul</u>

<u>(To be performed every 6 Years for MV – measured from activity start to activity start.)</u>

Grace Period:

75 Days

Initial Liquidated Damages for Maintenance Not Started Before the end of the Grace Period:

5% of the MV Overhaul Unit Price for Labor

Additional Liquidated Damages Per Each Additional 75 Day Period the Delayed Maintenance Is Not Started:

5% of the MV Overhaul Unit Price for Labor

<u>B.2 SWITCHES</u>

The Owner will impose Liquidated Damages for Switch Maintenance activities which are not performed in accordance with the documents noted above in **Section B – Liquidated Damages for Maintenance** as further described below. Switch Maintenance Liquidated Damages are calculated by deducting the percentages shown below from the escalated Monthly O&M Payment prior to accounting for any other performance or system availability Liquidated Damages. Liquidated Damages for Switch Maintenance Activities which are delayed beyond the grace period will be calculated as follows:

<u>1 Month Switch Inspection</u>

<u>(To be performed every Month for all Switches – measured from activity start to activity start.)</u>

Grace Period:

3 Days

Initial Liquidated Damages for Maintenance Not Started Before the end of the Grace Period:

0.238% of Monthly O&M Payment

Additional Liquidated Damages Per Each Additional 3 Day period the Delayed Maintenance Is Not Started:

0.238% of Monthly O&M Payment

6 Month Switch Inspection

(To be performed every 6 months for all Switches – measured from activity start to activity start.)

Grace Period:

10 Days

Initial Liquidated Damages for Maintenance Not Started Before the end of the Grace Period:

0.476% of Monthly O&M Payment

Additional Liquidated Damages Per Each Additional 10 Day Period the Delayed Maintenance Not Started:

0.476% of Monthly O&M Payment

1 Year Switch Inspection

(To be performed every 1 year for all Switches – measured from activity start to activity start.)

Grace Period:

37 Days

Initial Liquidated Damages for Maintenance Not Started Before the end of the Grace Period:

0.635% of Monthly O&M Payment

Additional Liquidated Damages Per Each Additional 37 Day Period the Delayed Maintenance Is Not Started:

0.635% of Monthly O&M Payment

3 Year Switch Inspection

(To be performed for all Switches – measured from activity start to activity start.)

Grace Period:

75 Days

Initial Liquidated Damages for Maintenance Not Started Before the end of the Grace Period:

0.635% of Monthly O&M Payment

Additional Liquidated Damages Per Each Additional 75 Day Period the Delayed Maintenance Is Not Started:

0.635% of Monthly O&M Payment

<u>B.3 GUIDEWAY STRUCTURE</u>

The Owner will impose Liquidated Damages for Guideway Structure Maintenance activities which are not performed in accordance with the documents noted above in **Section B – Liquidated Damages for Maintenance** as further described below. Guideway Structure Maintenance Liquidated Damages are calculated by deducting the percentages shown below from the escalated Monthly O&M Payment prior to accounting for any other performance or system availability Liquidated Damages. Liquidated Damages for Guideway Structure Maintenance Activities which are delayed beyond the grace period will be calculated as follows:

<u>1 Year Guideway Structure Inspection</u>

<u>(To be performed every year – measured from activity start to activity start.)</u>

Grace Period:

37 Days

Initial Liquidated Damages for Maintenance Not Started Before the end of the Grace Period:

0.953% of Monthly O&M Payment

Additional Liquidated Damages Per Each Additional 37 Day Period the Delayed Maintenance Is Not Started:

0.953% of Monthly O&M Payment

<u>5 Year Guideway Inspection</u>

<u>(To be performed every 5 years – measured from activity start to activity start.)</u>

Grace Period:

75 Days

Initial Liquidated Damages for Maintenance Not Started Before the end of the Grace Period:

3.175% of Monthly O&M Payment

Additional Liquidated Damages Per Each Additional 75 Day Period the Delayed Maintenance Is Not Started:

3.175% of Monthly O&M Payment

<u>B.4 GUIDEWAY TRACK</u>

The Owner will impose Liquidated Damages for Guideway Track Maintenance activities which are not performed in accordance with the documents noted above in **Section B – Liquidated Damages for Maintenance** as further described below. Guideway Track Maintenance Liquidated Damages are calculated by deducting the percentages shown below from the escalated Monthly O&M Payment prior to accounting for any other performance or system availability Liquidated Damages. Liquidated Damages for Guideway Track Maintenance Activities which are delayed beyond the grace period will be calculated as follows:

<u>1 Month Guideway Track Inspection</u>

<u>(To be performed every month – measured from activity start to activity start.)</u>

Grace Period:

3 Days

Initial Liquidated Damages for Maintenance Not Started Before the end of the Grace Period:

0.318% of Monthly O&M Payment

Additional Liquidated Damages Per Each Additional 3 Day Period the Delayed Maintenance Is Not Started:

0.318% of Monthly O&M Payment

<u>1 Year Guideway Track Inspection</u>

<u>(To be performed every year – measured from activity start to activity start.)</u>

Grace Period:

37 Days

Initial Liquidated Damages for Maintenance Not Started Before the end of the Grace Period:

1.905% of Monthly O&M Payment

Additional Liquidated Damages Per Each Additional 37 Day Period the Delayed Maintenance Is Not Started:

1.905% of Monthly O&M Payment

<u>6 Month Buffer Inspection</u>

<u>(To be performed every 6 months – measured from activity start to activity start.)</u>

Grace Period:

10 Days

Initial Liquidated Damages for Maintenance Not Started Before the end of the Grace Period:

0.060% of Monthly O&M Payment

Additional Liquidated Damages Per Each Additional 10 Day Period the Delayed Maintenance Is Not Started:

0.060% of Monthly O&M Payment

B.5 PDS

The Owner will impose Liquidated Damages for PDS Maintenance activities which are not performed in accordance with the documents noted above in **Section B – Liquidated Damages for Maintenance** as further described below. PDS Maintenance Liquidated Damages are calculated by deducting the percentages shown below from the escalated Monthly O&M Payment prior to accounting for any other performance or system availability Liquidated Damages. Liquidated Damages for PDS Maintenance Activities which are delayed beyond the grace period will be calculated as follows:

2 Month PDS Inspection

(To be performed every 2 months – measured from activity start to activity start.)

Grace Period:

5 Days

Initial Liquidated Damages for Maintenance Not Started Before the end of the Grace Period:

0.238% of Monthly O&M Payment

Additional Liquidated Damages Per Each Additional 5 Day Period the Delayed Maintenance Is Not Started:

0.238% of Monthly O&M Payment

1 Year PDS Inspection

(To be performed every year – measured from activity start to activity start.)

Grace Period:

37 Days

Initial Liquidated Damages for Maintenance Not Started Before the end of the Grace Period:

0.556% of Monthly O&M Payment

Additional Liquidated Damages Per Each Additional 37 Day Period the Delayed Maintenance Is Not Started:

0.556% of Monthly O&M Payment

B.6 PDS - UPS

The Owner will impose Liquidated Damages for PDS-UPS Maintenance activities which are not performed in accordance with these documents as further described below. PDS-UPS Maintenance Liquidated Damages are calculated by deducting the percentages shown below from the escalated Monthly O&M Payment prior to accounting for any other performance or system availability Liquidated Damages. Liquidated Damages for PDS-UPS Maintenance Activities which are delayed beyond the grace period will be calculated as follows:

6-month PDS - UPS Inspection

(To be performed every 6 months – measured from activity start to activity start.)

Grace Period:

15 Days

Initial Liquidated Damages for Maintenance Not Started Before the end of the Grace Period:

0.318% of Monthly O&M Payment

Additional Liquidated Damages Per Each Additional 15 Day Period the Delayed Maintenance Is Not Started:

0.318% of Monthly O&M Payment

B.7 PDS - SCADA

The Owner will impose Liquidated Damages for PDS-SCADA Maintenance activities which are not performed in accordance with the documents noted above in **Section B – Liquidated Damages for Maintenance** as further described below. PDS-SCADA Maintenance Liquidated Damages are calculated by deducting the percentages shown below from the escalated Monthly O&M Payment prior to accounting for any other performance or system availability Liquidated Damages. Liquidated Damages for PDS-SCADA Maintenance Activities which are delayed beyond the grace period will be calculated as follows:

2 Month PDS - SCADA Inspection

(To be performed every 2 months – measured from activity start to activity start.)

Grace Period:

5 Days

Initial Liquidated Damages for Maintenance Not Started Before the end of the Grace Period:

0.040% of Monthly O&M Payment

Additional Liquidated Damages Per Each Additional 5 Day Period the Delayed Maintenance Is Not Started:

0.040% of Monthly O&M Payment

1 Year PDS - SCADA Inspection

(To be performed every year – measured from activity start to activity start.)

Grace Period:

37 Days

Initial Liquidated Damages for Maintenance Not Started Before the end of the Grace Period:

0.079% of Monthly O&M Payment

Additional Liquidated Damages Per Each Additional 37 Day Period the Delayed Maintenance Is Not Started:

0.079% of Monthly O&M Payment

B.8 PLATFORM SCREEN DOORS

The Owner will impose Liquidated Damages for Platform Screen Door Maintenance activities which are not performed in accordance with the documents noted above in **Section B – Liquidated Damages for Maintenance** as further described below. Platform Screen Door Maintenance Liquidated Damages are calculated by deducting the percentages shown below from the escalated Monthly O&M Payment prior to accounting for any other performance or system availability Liquidated Damages. Liquidated Damages for Platform Screen Door Maintenance Activities which are delayed beyond the grace period will be calculated as follows:

1 Month PSD Inspection

(To be performed every 1 months – measured from activity start to activity start.)

Grace Period:

3 Days

Initial Liquidated Damages for Maintenance Not Started Before the end of the Grace Period:

0.238% of Monthly O&M Payment

Additional Liquidated Damages Per Each Additional 3 Day Period the Delayed Maintenance Is Not Started:

0.238% of Monthly O&M Payment

6 Month PSD Inspection

(To be performed every 6 months – measured from activity start to activity start.)

Grace Period:

10 Days

Initial Liquidated Damages for Maintenance Not Started Before the end of the Grace Period:

0.953% of Monthly O&M Payment

Additional Liquidated Damages Per Each Additional 10 Day Period the Delayed Maintenance Is Not Started:

0.953% of Monthly O&M Payment

B.9 AUTOMATIC TRAIN CONTROL

The Owner will impose Liquidated Damages for Automatic Train Control Maintenance activities which are not performed in accordance with these documents as further described below. Automatic Train Control Maintenance Liquidated Damages are calculated by deducting the percentages shown below from the escalated Monthly O&M Payment prior to accounting for any other performance or system availability Liquidated Damages. Liquidated Damages for Automatic Train Control Maintenance Activities which are delayed beyond the grace period will be calculated as follows:

2 Month ATC Inspection

(To be performed every 2 months – measured from activity start to activity start.)

Grace Period:

5 Days

Initial Liquidated Damages for Maintenance Not Started Before the end of the Grace Period:

0.159% of Monthly O&M Payment

Additional Liquidated Damages Per Each Additional 5 Day Period the Delayed Maintenance Is Not Started:

0.159% of Monthly O&M Payment

1 Year ATC Inspection

(To be performed every year – measured from activity start to activity start.)

Grace Period:

37 Days

Initial Liquidated Damages for Maintenance Not Started Before the end of the Grace Period:

1.191% of Monthly O&M Payment

Additional Liquidated Damages Per Each Additional 37 Day Period the Delayed Maintenance Is Not Started:

1.191% of Monthly O&M Payment

B.10 COMMUNICATION

The Owner will impose Liquidated Damages for Communication Maintenance activities which are not performed in accordance with the documents noted above in **Section B – Liquidated Damages for Maintenance** as further described below. Communication Maintenance Liquidated Damages are calculated by deducting the percentages shown below from the escalated Monthly O&M Payment prior to accounting for any other performance or system availability Liquidated Damages. Liquidated Damages for Communication Maintenance Activities which are delayed beyond the grace period will be calculated as follows:

2 Month Communication Inspection

(To be performed every 2 months – measured from activity start to activity start.)

Grace Period:

5 Days

Initial Liquidated Damages for Maintenance Not Started Before the end of the Grace Period:

0.159% of Monthly O&M Payment

Additional Liquidated Damages Per Each Additional 5 Day Period the Delayed Maintenance Is Not Started:

0.159% of Monthly O&M Payment

1 Year Communication Inspection

(To be performed every year – measured from activity start to activity start.)

Grace Period:

37 Days

Initial Liquidated Damages for Maintenance Not Started Before the end of the Grace Period:

1.191% of Monthly O&M Payment

Additional Liquidated Damages Per Each Additional 37 Day Period the Delayed Maintenance Is Not Started:

1.191% of Monthly O&M Payment

2 Month Signage Inspection

(To be performed every 2 months – measured from activity start to activity start.)

Grace Period:

5 Days

Initial Liquidated Damages for Maintenance Not Started Before the end of the Grace Period:

0.079% of Monthly O&M Payment

Additional Liquidated Damages Per Each Additional 5 Day Period the Delayed Maintenance Is Not Started:

0.079% of Monthly O&M Payment

1 Year Signage Inspection

(To be performed every year – measured from activity start to activity start.)

Grace Period:

37 Days

Initial Liquidated Damages for Maintenance Not Started Before the end of the Grace Period:

0.079% of Monthly O&M Payment

Additional Liquidated Damages Per Each Additional 37 Day Period the Delayed Maintenance Is Not Started:

0.079% of Monthly O&M Payment

B.11 Maintenance Facility

The Owner will impose Liquidated Damages for Facility Maintenance activities which are not performed in accordance with the documents noted above in **Section B – Liquidated Damages for Maintenance** as further described below. Communication Maintenance Liquidated Damages are calculated by deducting the percentages shown below from the escalated Monthly O&M Payment prior to accounting for any other performance or system availability Liquidated Damages. Liquidated Damages Facility Maintenance Activities which are delayed beyond the grace period will be calculated as follows:

1 Year Maintenance Facility Inspection

(To be performed every year – measured from activity start to activity start.)

Grace Period:

37 Days

Initial Liquidated Damages for Maintenance Not Started Before the end of the Grace Period:

0.794% of Monthly O&M Payment

Additional Liquidated Damages Per Each Additional 37 Day Period the Delayed Maintenance Is Not Started:

0.794% of Monthly O&M Payment

APPENDIX – I

OPERATIONS AND MAINTENANCE GENERAL REQUIREMENTS

CORPORATE GUARANTY FROM SUMITOMO CORPORATION OF AMERICAS AND MITSUBISHI HEAVY INDUSTRIES AMERICA, INC.

THIS GUARANTY (this "Guaranty") is given this ________________, to the Miami-Dade Aviation Department ("Owner"), by Sumitomo Corporation of Americas, a corporation organized under the laws of the State of New York ("SCOA"), and Mitsubishi Heavy Industries America, Inc., a corporation organized under the laws of the State of Delaware ("MHIA," together with SCOA referred to as "Guarantors" and individually as a "Guarantor").

WITNESSETH:

WHEREAS, Owner contracted for the construction of an Automated People Mover System ("APM") connecting certain terminals at Miami International Airport;

WHEREAS, Guarantors supplied and installed the APM as part of Contract number B702B ("Supply/Installation Contract");

WHEREAS, Guarantors desire to have Crystal Mover Services, Inc. ("Contractor") perform the operation and maintenance services in the Operations and Maintenance Agreement (Contract No. BW-10106) dated____________________ between Owner and Contractor ("O&M Agreement"); and

WHEREAS, Owner will consent to contracting directly with the Contractor in the O&M Agreement as long as Guarantors guarantee that they will perform all of the obligations under the O&M Agreement if Contractor is unable to perform those obligations or the Contractor's rights to perform those obligations under the O&M Agreement are terminated by Owner;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Guarantors hereby agree as follows:

1. Guarantee. Guarantors, jointly and severally, hereby absolutely, unconditionally and irrevocably guarantee to Owner that if Contractor shall fail or refuse to perform or cause to be performed any duty, obligation, warranty, guarantee or responsibility imposed upon Contractor under the O&M Agreement, Guarantors will, upon receipt of written notice of such failure and demand by Owner, perform or cause to be performed such duty, obligation, warranty, guarantee or responsibility in accordance with the O&M Agreement, subject to all of the rights, setoffs, counterclaims and other defenses of Contractor under the O&M Agreement.

2. Unconditional Obligation. This is a guarantee of payment and performance and not of collection. The liability of Guarantors under this Guaranty is direct, irrevocable and not conditional or contingent upon the pursuit of any remedies against Contractor or any other person or entity, nor upon any other recourse available to Owner, its successors, endorsees, transferees, or assigns. Guarantor waives any and all rights it may now or in the future have under law or in equity to require either that an action be brought against Contractor or any other person or entity as a condition to proceeding against Guarantors, or to require that action be first taken against any security given by Contractor or Guarantors.

3. Absolute Obligation. The obligations of Guarantors under this Guaranty are absolute, provided, however that Guarantors reserve to themselves all rights, setoffs, counterclaims and other defenses to which Contractor is or may be entitled in connection with the O&M Agreement, except that the obligations of Guarantors under this Guaranty shall not be affected, reduced, modified or impaired upon the happening of any of the following events:

(a) the failure to give notice to Guarantor of the occurrence of a default under the terms and provisions of the O&M Agreement;

(b) the change, modification or amendment of any obligation, duty, guarantee, warranty, responsibility, covenant or agreement (including without limitation Change Orders) set forth in any of the O&M Agreement;

(c) any failure, omission, delay by or inability on the part of Owner to assert or exercise any right, power or remedy conferred upon Owner under the O&M Agreement or this Guaranty;

(d) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of any of Contractor's assets, the receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization of, or similar proceedings affecting Contractor or Guarantor or any of the assets of Contractor or Guarantor;

(e) the merger or consolidation of Contractor into or with any corporation or other entity, or Contractor's loss of its separate corporate identity or its ceasing to be an affiliate of Guarantors;

(f) any action by Owner under the O&M Agreement granting indulgence or extension of time for payment to Contractor or any other surety; or

(g) the assignment of any right, title or interest of Owner in the O&M Agreement to any other person or entity.

4. Waiver of Notice. Guarantors hereby waive notice of (a) Owner's acceptance and reliance on this Guaranty; (b) default or demand in the case of default, provided such notice or demand has been given to or made upon Contractor; and (c) any indulgences, extensions or consents granted to Contractor or any other surety. Guarantors waive promptness, diligence, presentment, demand of payment or enforcement and any other notice with respect to any of the guaranteed obligations and this Guaranty.

5, Subrogation Rights. Any subrogation rights of Guarantors arising by reason of any payments made under this Guaranty shall be subordinate to the performance in full by Contractor of all obligations under the O&M Agreement, including, without limitation, payment in full of all amounts which may be owing by Contractor to Owner thereunder.

6. Term. This Guaranty shall remain in full force and effect until the expiration of the O&M Agreement (as may be extended pursuant to the terms of the O&M Agreement).

7. Assignment. This Guaranty shall inure to the benefit of Owner, its successors and assigns and shall be binding upon Guarantors and their respective successors and permitted assigns. Owner may at any time assign this Guaranty to any person or entity to whom Owner assigns the O&M Agreement in accordance with the terms thereof, including a collateral assignment of Owner's right, title and interest in and to this Guaranty in connection with obtaining financing for the Project. Guarantors may not assign this Guaranty without the prior written consent of Owner.

8. Representations and Warranties. Guarantors hereby represent, warrant and covenant that:

(a) entering into this Guaranty and performance hereunder (i) is not an event of default or otherwise contrary to any obligation by which either Guarantor may be bound, and (ii) will not result in the creation or imposition of any lien upon any property of either Guarantor;

(b) Guarantors are corporations duly incorporated, validly existing and in good standing under the laws of their respective states of incorporation and are duly qualified and in good standing in each jurisdiction where the failure to so qualify and be in good standing would materially and adversely affect their ability to perform their obligations under this Guaranty, and Guarantors will maintain their existence and remain in good standing under such laws;

(c) the execution and delivery by Guarantors of this Guaranty, and the performance by Guarantors of their obligations hereunder (i) are within Guarantors' corporate powers, (ii) have been duly authorized by all necessary action, (corporate or otherwise), (iii) do not contravene any law or regulation applicable to or binding on Guarantors or any of their properties, and (iv) do not require the consent or approval of any person or entity which has not already been obtained;

(d) no litigation, investigation or proceedings of or before any arbitrator or governmental authority is pending or, to Guarantors' knowledge, threatened by or against Guarantors or its subsidiaries or against any of such parties' properties or revenues which, if adversely determined, would be reasonably likely to have a material adverse effect on the business, operations, property or financial condition of the Guarantors or any of their subsidiaries; and

(e) this Guaranty constitutes the legal, valid and binding obligation of Guarantors enforceable against Guarantors in accordance with its terms.

9. Severability. The invalidity or unenforceability of any provision of this Guaranty shall not affect the validity or enforceability of the remaining provisions of this Guaranty, which shall be enforced to the greatest extent permitted by law.

10. Non-Exclusive Remedies. No remedy herein conferred upon or reserved to Owner hereunder is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Guaranty, the O&M Agreement or hereafter existing at law or in equity or by statute. No single or partial exercise by Owner or its successors or assigns of any right or remedy shall preclude any further exercise thereof.

11. Waivers. No delay or omission to exercise any right or power of Owner shall impair any such fight or power or shall be construed to be a waiver thereof. No waiver of any right of Owner under this Guaranty shall be effective unless made pursuant to an instrument in writing duly executed by Owner.

12. Notices. All notices permitted or required to be given under this Agreement shall be in writing and shall be deemed duly given when sent by transmission via overnight delivery (i.e. Federal Express, U.P.S., etc.), by personal delivery or on the seventh (7th) day following the date on which such notice is deposited in the mail, postage, prepaid, certified, return receipt requested. All notices shall be delivered or sent to the parties at their respective address(es) or number(s) shown below or to such other address(es) or number(s) as a party may designate by prior written notice given in accordance with this provision to the other party:

If to Owner:

Ana Finol
Facilities Maintenance Division
Assistant Aviation Director
P.O. Box 025504
Miami, FL 33102-5504

If to Guarantors:

Shiro Matsui
Director
Transportation Systems & Infrastructure
Business Unit, Infrastructure Group
Sumitomo Corporation of Americas
300 Madison Avenue
New York, NY 10017

13. Amendment. No amendment of this Guaranty shall be effective unless made pursuant to an instrument in writing duly executed by each of Owner and Guarantors.

14. Governing Law; Consent to Jurisdiction. This Guaranty shall in all respects be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any choice of law rules thereof which may direct the application of the laws of another jurisdiction.

15. Costs of Enforcement. Guarantors shall pay and indemnify Owner for all costs, expenses, and damages actually incurred (including, without limitation, attorneys' fees and other legal expenses) if Owner is the prevailing party in connection with any finally decided action or appeal to enforce the obligations of Guarantors under this Guaranty.

IN WITNESS WHEREOF, Guarantors have executed this Guaranty as of the date first written above.

"Guarantors"

SUMITOMO CORPORATION OF AMERICAS

By: ______________________________
Name:

Title:

and

MITSUBISHI HEAVY INDUSTRIES AMERICA, INC.

By: ______________________________
Name:

Title:

Acknowledged and accepted by:

"Owner"

MIAMI-DADE AVIATION DEPARTMENT

By: ______________________________
Name:

Title:

APPENDIX – J

OPERATIONS AND MAINTENANCE GENERAL REQUIREMENTS

APPENDIX J

SURETY PERFORMANCE AND PAYMENT BOND

By this Bond, We ___________________________, as Principal, whose principal business address is ____, as Contractor under the Contract dated _________________________, 20 ___, between Principal and Miami-Dade County for the construction of

____

Project No. _______________ (hereinafter referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and ______________________________, a corporation, whose principal business address is ______________________________________

as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of _______________________________ **Dollars (U.S. dollars) $**______________________ , for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1 . Performs all the Work under the Contract, including but not limited to guarantees, warranties and the curing of latent defects, said Contract being made a part of this bond by reference, and in the times and in the manner prescribed in the Contract, including any and all damages for delay; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(l), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract; provided, however, that any action instituted by such claimant under this paragraph for payment must be in accordance with notice and time limitation provisions in Section 255.05(2), Florida Statutes; and

3. Pays County all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract, including but not limited to a failure to honor all guarantees and warranties or to cure latent defects in its Work or materials within five (5) years after completion of the Work under the Contract; and

4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, including all warranties and curing all latent defects within five (5) years after completion of the Work under the Contract;

then this bond is void; otherwise it remains in full force.

If no specific periods of warranty are stated in the Contract for any particular item or Work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the County. This Bond does not limit the County's ability to pursue suits directly with the Principal seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(2)(b), Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the ______ day of __________________________, 20 ___.

CONTRACTOR

____

(Contractor Name)

BY:

____

(President) (Managing Partner or Joint Venturer)

(SEAL)

COUNTERSIGNED BY RESIDENT
FLORIDA AGENT OF SURETY:

SURETY:

____

____

(Copy of Agent's current
Identification Card as issued by
State of Florida Insurance Commissioner must be attached)

____

By: ____________________

Attorney-in-Fact

(CORPORATE SEAL)

(Power of Attorney must be attached)