

Memorandum



Date: October 6, 2022

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

From: Daniella Levine Cava
Mayor *Daniella Levine Cava*

Subject: Contract Award Recommendation for a Professional Services Agreement to HNTB Corporation; Contract No: E20-MDAD-01

Agenda Item No. 8(A)(2)

Resolution No. R-915-22

EXECUTIVE SUMMARY

The purpose of this agenda item is to gain authorization by the Board of County Commissioners (Board) to enter into a ten-year Professional Services Agreement (PSA) with HNTB Corporation to provide professional bond engineering consulting services to the Miami Dade Aviation Department (Aviation Department or MDAD) to ensure the proper use of bond funds and compliance with the Amended and Restated Trust Agreement dated December 15, 2002.

RECOMMENDATION

This Recommendation for Award for PSA Contract Number E20-MDAD-01 between HNTB Corporation, an Architectural/Engineering (A/E) firm and Miami-Dade County has been prepared by the Aviation Department and is recommended for approval for a total contract amount not to exceed \$95,053,641, inclusive of a contingency allowance amount of \$8,619,691 and an Inspector General Fee amount of \$237,041 for a 10-year term.

SCOPE

HNTB Corporation shall provide the following professional services for the Aviation Department, which include but are not limited to:

A. Bond Engineering Services – As Per Trust Agreement

1. Issuance of Bonds for Additional Improvements or Projects

- a. Provide signed statement certifying that the construction or acquisition of the improvements or projects described in the resolution authorizing the issuance of such bonds is, in their opinion, necessary to place or maintain the airport’s properties in proper condition for the safe, efficient, and economic operation or to preserve, extend, increase or improve, the service, rendered by the Port Authority Properties, and given their estimate of the total cost of the improvements or projects or portions thereof (including a reserve for contingencies), to be financed in whole or in part by the issuance of such bonds.
- b. Provide estimate of total cost of projects including contingencies.
- c. Provide estimated date of when projects will be put into operation.
- d. Certify the amount of each project in total or in part being paid out of bond.
- e. Review airport facility drawings and specifications for consistency with facility requirements and relevant with the Aviation Department’s long-range plan.

2. Acquisition and Construction

- a. Review and approve drawings and specifications before the start of construction.
- b. Assist with the review of bid documents, contract award recommendations and approve construction contracts.

3. Requisitions on Construction Fund

- a. Certify requisitions for payments out of construction funds to Authority and Trustee.

4. Certificate after Completion of Improvement: Disposition of Balance in Construction Fund

- a. Approve the certificate of completion at the end of each project and reconcile the remaining project cost.

5. Issuance of Revenue Refunding Bonds to Refund Other Obligations

- a. Provide estimates of the deposits to be made to the credit of the Reserve Maintenance Fund in each of the five fiscal years immediately following the delivery of such bonds.
- b. Provide signed statement to the Trustee needed in revenue refunding bonds authentication on payments for refunding other obligations from the airport revenues.

6. Insurance Program

- a. Review and recommend use of proceeds from Insurance Claims related to bond funded projects.

7. Limitation on Construction

- a. In case of use of revenue funds on construction, certify that project will not impact operations and/or impact bondholders’ rights.

8. Funds and Accounts of County

- a. Keep track and copies of revised rates and charges and annual report of operations of the Port Authority Properties.

B. Annual Inspection and Report

1. Employment and Duties of Consulting Engineers

- a. Inspect Airport facilities, note conditions of facilities, note deficiencies.
- b. Prepare the annual bond engineer report, which includes providing recommendations, cost estimates and the approximate time required for the fixes.
- c. Provide recommendation as to the amount that should be deposited for the fiscal year in the reserve maintenance fund.

C. Support Services

The provision of professional services for any other supportive tasks ancillary to the primary scope of services. The services will be directed, coordinated, and performed upon request of the MDAD and may include but not limit to:

- a. Pavement Management System Assistance: Provide staff and field services for administration, observations, task order preparation, rubber, and stripe removal, and provide information for future pavement repairs.

- b. Reviews and Support Services for non-bonded projects: Provide technical review services of construction documents to assist with compliance with the Aviation Department's design guidelines, procedures, manuals, life safety master plans, as well as the applicable codes, statutes, ordinances, regulations, and standards. Assist MDAD to identify deficiencies in documents and verify resolution(s) on revised construction documents. Provide drawing reviews and resolve review comments.
- c. Passenger Boarding Bridge (PBB) Engineering and Procurement Support: Engineering support for the replacement, refurbishment and/or relocation of existing PBB inventory and any other support services related to the procurement and maintenance of PBBs.
- d. Architectural/Engineering Support and Assistance: Conduct building assessment, provide specialty Inspections Reports, Studies, and Building Recertification.
- e. Commissioning Guidelines Manual Update: Provide architectural and engineering assistance and support as required for the update of the Commissioning Guidelines Manual.
- f. Design Guidelines Update: Provide support services for the review and update of the guidelines for technical content and compliance with applicable codes, standards, and local ordinances.
- g. Scheduling services and/or claim analysis.
- h. Estimating Services.

BACKGROUND

The Aviation Department requires the services of an experienced and qualified firm to provide professional bond engineering services to: (i) ensure the proper use of MDAD's bond funds for its Capital Improvement Program, and (ii) to comply with Amended and Restated Trust Agreement dated December 15, 2002. The professional engineering services that will be provided by HNTB Corporation under Contract No. E20-MDAD-21 have been outlined in the Scope section directly above. Although HNTB Corporation is currently providing the same services under MDAD's current Bond Engineering Contract, a replacement contract is desired because the contract term is open-ended under the current contract. Additionally, only one rate has been established for the various staff categories under the current contract in addition to the fact that many of the terms and conditions are outdated. For those reasons, the Aviation Department pursued an open and competitive procurement for a firm to provide MDAD with the needed professional bond engineering services. The current bond engineer, HNTB Corporation, which has been operating in this capacity since 1955 for the Aviation Department, was the only firm that responded to the Request to Advertise (RTA) advertised by the County in July 2021.

The HNTB Corporation has confirmed that they have no existing design contracts with the Aviation Department as either a prime consultant or a sub-consultant to the County, except for the existing Bond Engineering Contract. Furthermore, during the term of Contract No. E20-MDAD-21, HNTB Corporation will not pursue any design contract awards related to MIA including contracts for airport master planning, Traffic Engineering pursuant to MDAD's Trust Agreement, financial consulting or for the provision of services to any airline or airline group that operates out of MIA.

FISCAL IMPACT/FUNDING SOURCE

<u>FUNDING SOURCE:</u>	<u>SOURCE</u>	<u>PROJECT NUM</u>	<u>SITE #</u>	<u>AMOUNT</u>
	Future Financing	200000001049	N/A	\$1,456,934
	Future Financing	200000001046	N/A	\$1,118,548
	Future Financing	200000001048	N/A	\$1,215,621
	Future Financing	200000000093	N/A	\$ 0,846,860
	Future Financing	200000001041	N/A	\$8,484,101
	Future Financing	200000000094	N/A	\$3,115,977
	Future Financing	200000001318	N/A	\$0,154,138
	Future Financing	200000001340	N/A	\$1,131,936
	Future Financing	200000001047	N/A	\$0,214,966
	Future Financing	200000000096	N/A	\$3,611,945
	Future Financing	200000001042	N/A	\$0,651,472
	Future Financing	200000000596	N/A	\$0,607,732
	Future Financing	200000000068	N/A	\$1,931,880
	Future Financing	200000001317	N/A	\$4,828,916
	Future Financing	200000000095	N/A	\$3,172,722
	Future Financing	200000001319	N/A	\$0,309,823
	Future Financing	200000001043	N/A	\$2,316,276
	Multi-year Operating Fund	N/A	N/A	<u>\$59,883,794</u>
	Total			\$95,053,641

(See Attachment A: Adopted Budget and Multi-Year Capital Plan FY 2021-22,
Volume 3, Page 145-155)

OPERATIONS

COST IMPACT / FUNDING: Not Applicable, this is a PSA for A/E services.

MAINTENANCE

COST IMPACT / FUNDING: Not Applicable, this is a PSA for A/E services.

LIFE

EXPECTANCY OF ASSET: Not Applicable, this is a PSA for A/E services.

PTP FUNDING: No

GOB FUNDING: No

ARRA FUNDING: No

PROJECT	<u>TYPE</u>	<u>CODE</u>	<u>DESCRIPTION</u>
TECHNICAL CERTIFICATION REQUIREMENTS:	Prime	4.01	Aviation Systems – Engineering Design
		4.02	Aviation Systems – Architectural Design
		6.01	Water & Sanitary Sewer Systems – Water Distribution and Sanitary Sewage Collection and Transmission Systems
		10.01	Environmental Engineering – Stormwater Drainage Design Engineering Services
		11.00	General Structural Engineering
		12.00	General Mechanical Engineering
		13.00	General Electrical Engineering
		14.00	Architecture
		17.00	Engineering Construction Management
		18.00	Architectural Construction Management
	Sub	14.00	Architecture
		16.00	General Civil Engineering

**SUSTAINABLE
BUILDINGS
ORDINANCE
(I.O NO. 8-8):**

The applicability of this Ordinance will be reviewed and determined at the time a service order is issued to the Contractor.

**SEA LEVEL RISE
(ORD. NO. 14-79):**

The applicability of this Ordinance will be reviewed and determined at the time a service order is issued to the Contractor.

NTPC'S

DOWNLOADED: 108 out of the 980 notified firms downloaded the advertisement via Bidsync.

**PROPOSALS
RECEIVED:**

1

**TOTAL
CONTRACT
PERIOD:**

Ten (10) years

**CONTINGENCY
PERIOD:**

Not applicable

**IG FEE
INCLUDED:**

Yes

**ART IN PUBLIC
PLACES:**

Not applicable

**BASE CONTRACT
AMOUNT:**

\$86,196,909

CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	TYPE	PERCENT	AMOUNT	COMMENT
	PSA	10%	\$8,619,691	

IG FEE
(ORDINANCE NO. 237,041
97-215):

TOTAL AMOUNT: \$95,053,641

DELEGATED AUTHORITY

Pursuant to the provisions of Section 2-285.2 of the Miami-Dade County Code, the County Mayor or County Mayor’s designee will have the authority to execute the agreement and to exercise the termination provision contained therein.

TRACK RECORD/MONITOR

**SBD HISTORY OF
VIOLATIONS:**

None

EXPLANATION:

The RTA was filed with Clerk of the Board on July 26, 2021. Only one proposal was received on the submittal deadline of August 27, 2021.

On April 27, 2021, the Internal Services Small Business Development Division established a “No Measure” Small Business Enterprise – Architectural and Engineering, Goods, and Services is appropriate.

(See Attachment B: SBD Project Worksheet)

On January 20, 2022, at the First-Tier meeting, the Competitive Selection Committee (CSC) evaluated the sole responsive and responsible proposal and deemed the information sufficient to determine the qualifications of the teams. The CSC was tasked with evaluating the experience and qualifications of the Proposer and scored and ranked the proposal in accordance with the evaluation criteria outlined in the solicitation.

By majority vote, the CSC decided to forego Second-Tier proceedings and recommended the number one ranked firm for negotiation of the PSA.

Firm	Total Adjusted Qualitative Points	Total Adjusted Ordinal Score	Final Ranking
HNTB Corporation	293	3	1

The Negotiation Committee was approved by the County Mayor’s designee on February 14, 2022.

(See Attachment C: Negotiation Authorization, List of Respondents and Tabulation Sheets).

The Negotiation Committee negotiated with the first ranked firm HNTB Corporation beginning on March 30, 2022 and reached a consensus to finalize negotiations on June 6, 2022.

Pursuant to Resolution No. R-187-12, due diligence was conducted to determine the consultant’s responsibility, including verifying corporate status and that no performance or compliance issues exist. The following searches revealed no adverse findings for the firm: Small Business Development (SBD) database, convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties list.

There are 10 evaluations for work performed for the County by HNTB Corporation in the Capital Improvements Information System (CIIS) database with an average rating of 3.7, which is indicative of good performance.

(See Attachment D: Contractor Evaluations Report)

Based on the above, it is recommended that this PSA be awarded, not to exceed the amount of \$95,053,641 to HNTB Corporation.

SUBMITTAL DATE: August 27, 2021

**ESTIMATED
NOTICE TO
PROCEED:** December 1, 2022

**PRIME
CONSULTANT:** HNTB Corporation

**COMPANY
PRINCIPAL:** Leonard Becker, Senior Vice President

COMPANY QUALIFIERS: Albert Hernandez, P.E.
Pedro Gordo, A.I.A.

COMPANY EMAIL ADDRESS: aahernandez@hntb.com

COMPANY STREET ADDRESS: 161 NW 6th Street, Suite 1000

COMPANY CITY-STATE-ZIP: Miami,
Florida 33136

YEARS IN BUSINESS: 108

PREVIOUS EXPERIENCE WITH COUNTY IN THE LAST THREE YEARS: According to the Firm History Report, as provided by the Division of Small Business Development, HNTB Corporation has held 8 contracts as Prime Contractor in the last three years, with a total value of \$1,863,604.
(See Attachment E: A/E Firm History Report).

SUBCONSULTANTS: Ambro, Inc.
Goal Associates, Inc.
Glass Land Acquisition Service Specialist
PDBM Consulting, LLP

PREFERRED QUALIFICATIONS: It is preferred that the prime firm should possess and demonstrate at least seven (7) years of verifiable experience in providing project management bond engineering services in large capital improvement programs over one billion dollars. It is highly preferred that the prime firm has experience with performing inspections of existing structural, mechanical, and electrical systems, reporting the condition of these systems, and making repair and renovation recommendations based on their assessment.

EXCEED LEGAL REQUIREMENTS: No

REVIEW COMMITTEE: **MEETING DATE:** July 22, 2020 **SIGNOFF DATE:** October 8, 2020

APPLICABLE WAGES (RESO NO. R-54-10): N/A

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:	<u>TYPE</u>	<u>GOAL</u>	<u>ESTIMATED VALUE</u>	<u>COMMENT</u>
	SBE-A&E	0%	\$0	

**MANDATORY
CLEARING HOUSE:** N/A

CONTRACT MANAGER NAME/ PHONE / EMAIL:	Sylvia Novela	305-876-7048	snovela@flymia.com
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PROJECT MANAGER NAME / PHONE / EMAIL:	Sergio San Miguel	305-876-0763	ssanmiguel@flymia.com
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Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners
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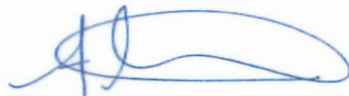
Signature Page
Contract No: E20-MDAD-01
HNTB Corporation



**BUDGET
APPROVAL
FUNDS
AVAILABLE:**

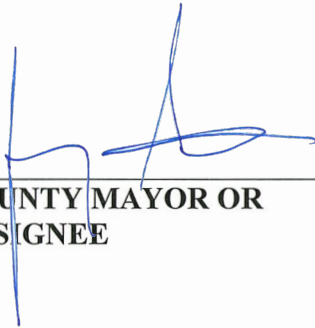
**OFFICE OF MANAGEMENT DATE
AND BUDGET (OMB)
DIRECTOR**

**APPROVED AS
TO LEGAL
SUFFICIENCY:**



COUNTY ATTORNEY

7/20/2022
DATE



**COUNTY MAYOR OR
DESIGNEE**

8/3/22
DATE

**CLERK
DATE**

DATE

Attachment A

Adopted Budget and Multi-Year Capital
Plan FY 2021-22, Volume 3, Pages 145-
155

FY 2021 - 22 Adopted Budget and Multi-Year Capital Plan

CAPITAL BUDGET SUMMARY

(dollars in thousands)	PRIOR	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FUTURE	TOTAL
Revenue									
Aviation 2016 Commercial Paper	170,000	0	0	0	0	0	0	0	170,000
Aviation 2021 Commercial Paper	27,733	172,267	0	0	0	0	0	0	200,000
Aviation Operating Funds	2,061	0	0	0	0	0	0	0	2,061
Aviation Passenger Facility Charge	28,927	35,674	54,621	0	0	0	0	0	119,222
Aviation Revenue Bonds	225,040	23,292	0	0	0	0	0	0	248,332
Claims Construction Fund	2,574	4,272	1,666	0	0	0	0	0	8,512
Double-Barreled GO Bonds	9,006	17,157	4,014	0	0	0	0	0	30,177
FDOT Funds	76,347	28,209	17,843	8,571	23,684	10,015	3,871	24,397	192,937
Federal Aviation Administration	82,269	48,434	3,662	14,362	39,390	6,110	0	0	194,227
Future Financing	0	83,929	354,112	308,769	297,788	425,261	380,735	2,359,750	4,210,344
Improvement Fund	12,307	1,913	27,501	0	147	88	1,313	894	44,163
Reserve Maintenance Fund	145,053	60,000	25,000	25,000	25,000	25,000	25,000	0	330,053
Transportation Security Administration Funds	103,470	3,952	0	0	0	0	0	0	107,422
Total:	884,787	479,099	488,419	356,702	386,009	466,474	410,919	2,385,041	5,857,450
Expenditures									
Strategic Area: ED									
Facility Expansion	16,579	41,254	119,615	65,741	71,732	116,558	146,808	93,118	671,405
Facility Improvements	868,208	437,845	368,804	290,961	314,277	349,916	264,111	2,291,923	5,186,045
Total:	884,787	479,099	488,419	356,702	386,009	466,474	410,919	2,385,041	5,857,450

FUNDED CAPITAL PROGRAMS

(dollars in thousands)

GENERAL AVIATION AIRPORTS SUBPROGRAM

PROGRAM #: 2000001049

DESCRIPTION: Rehabilitate runway 9-27 and construct run-up pad at Miami - Opa-Locka Airport; upgrade security at Miami - Homestead General Aviation Airport; construct runway incursion mitigation option 2 - Phase 1, expand south apron for a new taxi lane, construct a new 130-foot high Air traffic Control Tower and construct runway incursion mitigation hot spot 1 with Taxiway H - west extension to Threshold 9R at Miami Executive Airport

LOCATION: General Aviation Airports
Various Sites

District Located: 1,11
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Aviation 2016 Commercial Paper	140	0	0	0	0	0	0	0	140
Aviation Revenue Bonds	777	4,461	0	0	0	0	0	0	5,238
FDOT Funds	1,394	8,610	2,919	1,491	5,644	326	0	0	20,384
Federal Aviation Administration	5,654	4,324	902	8,627	15,804	0	0	0	35,311
Future Financing	0	0	3,653	1,706	5,730	16,738	8,815	19,892	56,534
TOTAL REVENUES:	7,965	17,395	7,474	11,824	27,178	17,064	8,815	19,892	117,607
EXPENDITURE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Construction	6,881	15,985	6,102	10,758	26,462	17,064	8,815	19,892	111,959
Planning and Design	1,084	1,410	1,372	1,066	716	0	0	0	5,648
TOTAL EXPENDITURES:	7,965	17,395	7,474	11,824	27,178	17,064	8,815	19,892	117,607

FY 2021 - 22 Adopted Budget and Multi-Year Capital Plan

MIAMI INTERNATIONAL AIRPORT (MIA) - AIRFIELD/AIRSIDE SUBPROGRAM

PROGRAM #: 2000001046

DESCRIPTION: Rehabilitate Runway 9-27 and implement Runway Incursion Mitigation Hot Spot 5 to leverage Geographical Information System (GIS) runway incursion data to highlight focus areas at the airport

LOCATION: Miami International Airport District Located: 6
Unincorporated Miami-Dade County District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Aviation Revenue Bonds	0	305	0	0	0	0	0	0	305
FDOT Funds	0	0	0	11	3,613	0	0	0	3,624
Federal Aviation Administration	0	916	2,760	5,735	23,586	6,110	0	0	39,107
Future Financing	0	0	920	1,900	6,906	25,252	819	0	35,797
TOTAL REVENUES:	0	1,221	3,680	7,646	34,105	31,362	819	0	78,833
EXPENDITURE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Construction	0	145	438	7,566	34,105	31,362	819	0	74,435
Planning and Design	0	1,076	3,242	80	0	0	0	0	4,398
TOTAL EXPENDITURES:	0	1,221	3,680	7,646	34,105	31,362	819	0	78,833

MIAMI INTERNATIONAL AIRPORT (MIA) - CARGO AND NON-TERMINAL BUILDINGS SUBPROGRAM

PROGRAM #: 2000001048

DESCRIPTION: Demolish buildings 703 and 703A; complete environmental assessment and remediation; demolish building 5A and relocate tenants; improve apron and airside areas of building 702; construct MIA GSE facility for north terminal; construct a vehicle fueling and car wash facility; demolish building 3039 and existing fuel facility; construct a temporary south terminal General Service Equipment facility; modify 20th street Airport Operations area

LOCATION: Miami International Airport District Located: 6
Unincorporated Miami-Dade County District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Aviation 2021 Commercial Paper	0	4,827	0	0	0	0	0	0	4,827
Aviation Revenue Bonds	1,435	1,744	0	0	0	0	0	0	3,179
FDOT Funds	342	2,991	527	127	7,355	0	0	0	11,342
Future Financing	0	0	19,484	22,642	55,391	32,186	18,114	14,936	162,753
TOTAL REVENUES:	1,777	9,562	20,011	22,769	62,746	32,186	18,114	14,936	182,101
EXPENDITURE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Construction	602	4,971	19,372	20,446	62,494	32,186	18,043	14,130	172,244
Planning and Design	1,175	4,591	639	2,323	252	0	71	806	9,857
TOTAL EXPENDITURES:	1,777	9,562	20,011	22,769	62,746	32,186	18,114	14,936	182,101

FY 2021 - 22 Adopted Budget and Multi-Year Capital Plan

MIAMI INTERNATIONAL AIRPORT (MIA) - CENTRAL BASE APRON AND UTILITIES

PROGRAM #: 2000000093

SUBPROGRAM

DESCRIPTION: Replace, reconfigure and expand apron east of the old Pan American 3095 Hangar; construct a new service road and service road bridge; provide new pavement markings; and provide culvert and filling of existing canal

LOCATION: Miami International Airport District Located: 6
Unincorporated Miami-Dade County District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Aviation 2016 Commercial Paper	541	0	0	0	0	0	0	0	541
Aviation Passenger Facility Charge	0	2,709	13,538	0	0	0	0	0	16,247
Aviation Revenue Bonds	10,508	4,492	0	0	0	0	0	0	15,000
FDOT Funds	4,805	4,239	0	0	0	0	0	0	9,044
Federal Aviation Administration	24,456	43,194	0	0	0	0	0	0	67,650
TOTAL REVENUES:	40,310	54,634	13,538	0	0	0	0	0	108,482
EXPENDITURE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Construction	36,394	53,727	13,418	0	0	0	0	0	103,539
Planning and Design	3,916	907	120	0	0	0	0	0	4,943
TOTAL EXPENDITURES:	40,310	54,634	13,538	0	0	0	0	0	108,482

MIAMI INTERNATIONAL AIRPORT (MIA) - CENTRAL TERMINAL SUBPROGRAM

PROGRAM #: 2000001041

DESCRIPTION: Redevelop Concourse E to Concourse F connector; redevelop Concourse F infill for a new secure concession and circulations; improve ticket lobby and raise lobby roof; improve vertical circulation; consolidate Security Screening Check Point for concourse E and concourse F; replace terminal entrance doors; implement phase 2 of lower concourse E Federal Inspection Services; renovate MIA central terminal façade and curbside

LOCATION: Miami International Airport District Located: 6
Unincorporated Miami-Dade County District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Aviation 2021 Commercial Paper	18,935	4,110	0	0	0	0	0	0	23,045
Aviation Revenue Bonds	775	0	0	0	0	0	0	0	775
FDOT Funds	0	0	370	1,457	2,173	0	0	0	4,000
Future Financing	0	9,162	24,888	9,744	30,848	48,904	61,871	1,525,772	1,711,189
TOTAL REVENUES:	19,710	13,272	25,258	11,201	33,021	48,904	61,871	1,525,772	1,739,009
EXPENDITURE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Construction	18,296	11,803	22,618	4,894	12,080	18,435	59,019	1,503,710	1,650,855
Planning and Design	1,414	1,469	2,640	6,307	20,941	30,469	2,852	22,062	88,154
TOTAL EXPENDITURES:	19,710	13,272	25,258	11,201	33,021	48,904	61,871	1,525,772	1,739,009

FY 2021 - 22 Adopted Budget and Multi-Year Capital Plan

MIAMI INTERNATIONAL AIRPORT (MIA) - CONCOURSE E SUBPROGRAM

PROGRAM #: 2000000094

DESCRIPTION: Renovate Concourse E to include interior, exterior and code requirement upgrades; upgrade passenger loading bridges; replace automated people mover; rehabilitate apron pavement in Concourse E's Satellite and Lower concourse; implement automated processing for inbound international passengers working in conjunction with the Department of Homeland Security utilizing the latest technology and modified Transportation Security Administration (TSA) approved processes; build new chiller plant to meet preconditioned air demands; and upgrade life safety features

LOCATION: Miami International Airport District Located: 6
Unincorporated Miami-Dade County District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Aviation 2016 Commercial Paper	7,550	0	0	0	0	0	0	0	7,550
Aviation 2021 Commercial Paper	0	33,230	0	0	0	0	0	0	33,230
Aviation Operating Funds	175	0	0	0	0	0	0	0	175
Aviation Revenue Bonds	121,916	0	0	0	0	0	0	0	121,916
FDOT Funds	42,110	1,012	2,680	98	160	136	582	7,541	54,319
Federal Aviation Administration	8,735	0	0	0	0	0	0	0	8,735
Future Financing	0	0	74,867	8,264	4,662	136	1,323	5,903	95,155
Reserve Maintenance Fund	69,213	0	0	0	0	0	0	0	69,213
TOTAL REVENUES:	249,699	34,242	77,547	8,362	4,822	272	1,905	13,444	390,293
EXPENDITURE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Construction	241,088	32,749	75,317	8,189	4,527	32	1,905	13,444	377,251
Planning and Design	8,611	1,493	2,230	173	295	240	0	0	13,042
TOTAL EXPENDITURES:	249,699	34,242	77,547	8,362	4,822	272	1,905	13,444	390,293

MIAMI INTERNATIONAL AIRPORT (MIA) - FUEL FACILITIES SUBPROGRAM

PROGRAM #: 2000001318

DESCRIPTION: Design and construct a 95,600-gallon fuel tank at the fuel storage facility; design and construct another fuel tank at the fuel storage facility along with a maintenance and administration building as part of the Fuel Storage Facility Expansion Phase 2

LOCATION: Miami International Airport District Located: 6
Unincorporated Miami-Dade County District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
FDOT Funds	0	0	0	0	9	88	1,313	9,000	10,410
Future Financing	0	0	0	0	0	729	1,271	36,976	38,976
Improvement Fund	684	0	0	0	147	88	1,313	894	3,126
TOTAL REVENUES:	684	0	0	0	156	905	3,897	46,870	52,512
EXPENDITURE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Construction	0	0	0	0	18	108	2,777	46,736	49,639
Planning and Design	684	0	0	0	138	797	1,120	134	2,873
TOTAL EXPENDITURES:	684	0	0	0	156	905	3,897	46,870	52,512

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MIAMI INTERNATIONAL AIRPORT (MIA) - LAND ACQUISITION 2020 SUBPROGRAM PROGRAM #: 2000001340

DESCRIPTION: Expand MIA's blueprint through land acquisition; as per MIA's Airline Use Agreement (AUA) which requires that certain capital projects be submitted for approval through the Majority-In-Interest(MII) of the Miami Airport Affairs Committee (MAAC) Airlines; the MAAC serves as the liaison between the MIA airlines and MDAD; the MAAC approved this land acquisition program.

LOCATION: Various Sites District Located: 6
 Various Sites District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Future Financing	0	21,384	26,445	0	0	0	0	0	47,829
TOTAL REVENUES:	0	21,384	26,445	0	0	0	0	0	47,829
EXPENDITURE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Construction	0	21,384	26,445	0	0	0	0	0	47,829
TOTAL EXPENDITURES:	0	21,384	26,445	0	0	0	0	0	47,829

MIAMI INTERNATIONAL AIRPORT (MIA) - LAND ACQUISITION SUBPROGRAM PROGRAM #: 2000001655

DESCRIPTION: Expand MIA's blueprint through land acquisition; this land acquisition program does not fall under the Miami Airport Affairs Committee (MAAC) required approval

LOCATION: Various sites District Located: 6
 Various Sites District(s) Served: 13

REVENUE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Aviation Revenue Bonds	10,682	0	0	0	0	0	0	0	10,682
Future Financing	0	0	53,245	53,244	0	0	0	0	106,489
Improvement Fund	5,000	0	0	0	0	0	0	0	5,000
TOTAL REVENUES:	15,682	0	53,245	53,244	0	0	0	0	122,171
EXPENDITURE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Construction	15,682	0	53,245	53,244	0	0	0	0	122,171
TOTAL EXPENDITURES:	15,682	0	53,245	53,244	0	0	0	0	122,171

MIAMI INTERNATIONAL AIRPORT (MIA) - LANDSIDE AND ROADWAYS SUBPROGRAM PROGRAM #: 2000001047

DESCRIPTION: Construct new perimeter road bridge over Tamiami canal to expand to double lanes in both directions

LOCATION: Miami International Airport District Located: 6
 Unincorporated Miami-Dade County District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
FDOT Funds	0	0	61	217	363	90	1,976	7,856	10,563
Future Financing	0	0	161	442	2,157	125	1,976	14,267	19,128
TOTAL REVENUES:	0	0	222	659	2,520	215	3,952	22,123	29,691
EXPENDITURE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Construction	0	0	31	212	1,881	56	3,952	22,123	28,255
Planning and Design	0	0	191	447	639	159	0	0	1,436
TOTAL EXPENDITURES:	0	0	222	659	2,520	215	3,952	22,123	29,691

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MIAMI INTERNATIONAL AIRPORT (MIA) - MISCELLANEOUS PROJECTS SUBPROGRAM PROGRAM #: 2000000096

DESCRIPTION: Rehabilitate taxiway T and S; realign taxiway R; construct Airport Operations Control Room (AOC); construct new employee parking garage; replace Concourse E through H ticket counters; and repair MIA parking garage structure

LOCATION: Miami International Airport District Located: 6
Unincorporated Miami-Dade County District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Aviation 2016 Commercial Paper	40,638	0	0	0	0	0	0	0	40,638
Aviation 2021 Commercial Paper	8,798	63,630	0	0	0	0	0	0	72,428
Aviation Passenger Facility Charge	9,228	0	0	0	0	0	0	0	9,228
Aviation Revenue Bonds	34,745	4,265	0	0	0	0	0	0	39,010
Double-Barreled GO Bonds	1,557	14,429	4,014	0	0	0	0	0	20,000
FDOT Funds	9,815	5,068	544	0	0	0	0	0	15,427
Federal Aviation Administration	40,035	0	0	0	0	0	0	0	40,035
Future Financing	0	29,962	67,447	124,796	823	0	0	0	223,028
Improvement Fund	1,469	0	27,031	0	0	0	0	0	28,500
Reserve Maintenance Fund	350	0	0	0	0	0	0	0	350
TOTAL REVENUES:	146,635	117,354	99,036	124,796	823	0	0	0	488,644
EXPENDITURE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Construction	135,106	115,442	98,022	124,393	823	0	0	0	473,786
Planning and Design	11,529	1,912	1,014	403	0	0	0	0	14,858
TOTAL EXPENDITURES:	146,635	117,354	99,036	124,796	823	0	0	0	488,644

MIAMI INTERNATIONAL AIRPORT (MIA) - NEW PROGRAM CONTINGENCY PROGRAM #: 2000001674

DESCRIPTION: Provide contingency funding for various unusual and/or extraordinary project costs including but not limited to unforeseen construction costs.

LOCATION: Miami International Airport District Located: 6
Unincorporated Miami-Dade County District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Future Financing	0	0	0	0	0	0	0	354,566	354,566
TOTAL REVENUES:	0	0	0	0	0	0	0	354,566	354,566
EXPENDITURE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Construction	0	0	0	0	0	0	0	354,566	354,566
TOTAL EXPENDITURES:	0	0	0	0	0	0	0	354,566	354,566

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MIAMI INTERNATIONAL AIRPORT (MIA) - NORTH TERMINAL SUBPROGRAM

PROGRAM #: 2000001042

DESCRIPTION: Redevelopment of North Terminal's regional commuter facility to include Concourse D west extension of building and apron; upgrade North Terminal ramp level restrooms; implement North Terminal Gate Optimization and North Terminal Gate infrastructure upgrades to accommodate larger aircraft; and install Swing Door at gate D-60

LOCATION: Miami International Airport District Located: 6
Unincorporated Miami-Dade County District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Aviation 2021 Commercial Paper	0	1,214	0	0	0	0	0	0	1,214
Claims Construction Fund	2,574	4,272	1,666	0	0	0	0	0	8,512
Future Financing	0	0	13,079	32,267	26,062	93,478	91,942	322,641	579,469
TOTAL REVENUES:	2,574	5,486	14,745	32,267	26,062	93,478	91,942	322,641	589,195
EXPENDITURE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Construction	1,957	4,410	5,036	19,029	18,872	93,478	91,942	322,641	557,365
Planning and Design	617	1,076	9,709	13,238	7,190	0	0	0	31,830
TOTAL EXPENDITURES:	2,574	5,486	14,745	32,267	26,062	93,478	91,942	322,641	589,195

MIAMI INTERNATIONAL AIRPORT (MIA) - PASSENGER BOARDING BRIDGES SUBPROGRAM

PROGRAM #: 2000000596

DESCRIPTION: Replace 34 Passenger Boarding Bridges (PBBs) and associated equipment at concourses D, E, F and G within the next five years

LOCATION: Miami International Airport District Located: 6
Unincorporated Miami-Dade County District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Aviation Passenger Facility Charge	14,120	24,325	39,405	0	0	0	0	0	77,850
TOTAL REVENUES:	14,120	24,325	39,405	0	0	0	0	0	77,850
EXPENDITURE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Construction	13,737	23,261	37,935	0	0	0	0	0	74,933
Planning and Design	383	1,064	1,470	0	0	0	0	0	2,917
TOTAL EXPENDITURES:	14,120	24,325	39,405	0	0	0	0	0	77,850

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MIAMI INTERNATIONAL AIRPORT (MIA) - RESERVE MAINTENANCE SUBPROGRAM

PROGRAM #: 2000000068

DESCRIPTION: Provide funding for various unusual and/or extraordinary projects including but not limited to maintenance, repairs, renewals and/or replacement; and the replacement of IT equipment, miscellaneous environmental and paving rehabilitation projects

LOCATION: Miami International Airport
Unincorporated Miami-Dade County

District Located: 6
District(s) Served: Countywide



REVENUE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Reserve Maintenance Fund	70,925	58,874	23,443	23,600	23,600	23,600	23,600	0	247,642
TOTAL REVENUES:	70,925	58,874	23,443	23,600	23,600	23,600	23,600	0	247,642
EXPENDITURE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Construction	68,065	52,995	21,099	21,240	21,240	21,240	21,240	0	227,119
Planning and Design	2,860	5,879	2,344	2,360	2,360	2,360	2,360	0	20,523
TOTAL EXPENDITURES:	70,925	58,874	23,443	23,600	23,600	23,600	23,600	0	247,642

MIAMI INTERNATIONAL AIRPORT (MIA) - SOUTH TERMINAL EXPANSION SUBPROGRAM

PROGRAM #: 2000001317

DESCRIPTION: Enhance South Terminal Smoke Evacuation System; perform Concourse H Glazing and Curtain Wall Assessment and Corrective Action; demolish Building 3050 for South Terminal Expansion; relocate South Terminal Apron and Utilities Phase 1; expand South Terminal eastward adding new gates; and develop South Terminal Centralized Checkpoint

LOCATION: Miami International Airport
Unincorporated Miami-Dade County

District Located: 6
District(s) Served: Countywide



REVENUE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Aviation Revenue Bonds	213	0	0	0	0	0	0	0	213
FDOT Funds	0	2,295	6,156	3,517	4,367	9,375	0	0	25,710
Future Financing	0	17,575	33,769	8,980	67,209	106,278	142,911	46,248	422,970
TOTAL REVENUES:	213	19,870	39,925	12,497	71,576	115,653	142,911	46,248	448,893
EXPENDITURE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Construction	7	14,576	27,571	6,063	71,576	115,653	142,911	46,248	424,605
Planning and Design	206	5,294	12,354	6,434	0	0	0	0	24,288
TOTAL EXPENDITURES:	213	19,870	39,925	12,497	71,576	115,653	142,911	46,248	448,893

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MIAMI INTERNATIONAL AIRPORT (MIA) - SOUTH TERMINAL SUBPROGRAM

PROGRAM #: 2000000095

DESCRIPTION: Enhance south terminal baggage handling system; replace roof and renovate Concourse H to include conversion of gates H12, H14 and H15 from domestic only gates to international capable arrival gates

LOCATION: Miami International Airport District Located: 6
Unincorporated Miami-Dade County District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Aviation 2016 Commercial Paper	121,131	0	0	0	0	0	0	0	121,131
Aviation 2021 Commercial Paper	0	49,354	0	0	0	0	0	0	49,354
Aviation Operating Funds	1,841	0	0	0	0	0	0	0	1,841
Aviation Passenger Facility Charge	5,579	8,640	1,678	0	0	0	0	0	15,897
Aviation Revenue Bonds	30,531	0	0	0	0	0	0	0	30,531
FDOT Funds	15,620	2,297	0	0	0	0	0	0	17,917
Federal Aviation Administration	3,389	0	0	0	0	0	0	0	3,389
Reserve Maintenance Fund	277	0	0	0	0	0	0	0	277
Transportation Security Administration Funds	101,161	0	0	0	0	0	0	0	101,161
TOTAL REVENUES:	279,529	60,291	1,678	0	0	0	0	0	341,498
EXPENDITURE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Construction	269,432	59,944	1,678	0	0	0	0	0	331,054
Planning and Design	10,097	347	0	0	0	0	0	0	10,444
TOTAL EXPENDITURES:	279,529	60,291	1,678	0	0	0	0	0	341,498

MIAMI INTERNATIONAL AIRPORT (MIA) - SUPPORT PROJECTS SUBPROGRAM

PROGRAM #: 2000001319

DESCRIPTION: Install additional perimeter protection to MIA; replace public address system; implement a credentialing and identity management system, an airport surface management system, a checkpoint queue wait time analyzer system and a biometric enabled common use passenger processing system; expand the Miami-Opa-Locka Executive Airport customs building; purchase and install concourse G preconditioned air equipment; replace parking access and revenue control system; install central terminal CCTV and access control; and design central terminal fire protection system

LOCATION: MIAMI INTERNATIONAL AIRPORT District Located: 6
Unincorporated Miami-Dade County District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Aviation Operating Funds	45	0	0	0	0	0	0	0	45
Aviation Revenue Bonds	9,133	6,328	0	0	0	0	0	0	15,461
Double-Barreled GO Bonds	7,449	2,728	0	0	0	0	0	0	10,177
FDOT Funds	1,026	0	0	0	0	0	0	0	1,026
Future Financing	0	0	3,602	0	0	0	0	0	3,602
Improvement Fund	5,154	1,913	470	0	0	0	0	0	7,537
Transportation Security Administration Funds	2,309	3,952	0	0	0	0	0	0	6,261
TOTAL REVENUES:	25,116	14,921	4,072	0	0	0	0	0	44,109
EXPENDITURE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Construction	23,632	14,821	4,072	0	0	0	0	0	42,525
Planning and Design	1,484	100	0	0	0	0	0	0	1,584
TOTAL EXPENDITURES:	25,116	14,921	4,072	0	0	0	0	0	44,109

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MIAMI INTERNATIONAL AIRPORT (MIA) - TERMINAL WIDE ROOF SUBPROGRAM

PROGRAM #: 2000001574

DESCRIPTION: The Terminal Wide Roof subprogram consists of the terminal-wide re-roofing and lightning systems upgrades which includes the roof demolition and roof replacement with Modified Bitumen Membrane Roofing System, mechanical, electrical, and plumbing (MEP) upgrades and lightning protection system.

LOCATION: Miami International Airport District Located: 6
Unincorporated Miami-Dade County District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Aviation Revenue Bonds	1,235	1,697	0	0	0	0	0	0	2,932
FDOT Funds	1,235	1,697	4,586	1,653	0	0	0	0	9,171
Future Financing	0	0	3,186	15,781	23,338	33,483	24,881	0	100,669
Reserve Maintenance Fund	0	0	1,400	1,400	1,400	1,400	1,400	0	7,000
TOTAL REVENUES:	2,470	3,394	9,172	18,834	24,738	34,883	26,281	0	119,772
EXPENDITURE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Construction	140	193	9,172	18,834	24,738	34,883	26,281	0	114,241
Planning and Design	2,330	3,201	0	0	0	0	0	0	5,531
TOTAL EXPENDITURES:	2,470	3,394	9,172	18,834	24,738	34,883	26,281	0	119,772

MIAMI INTERNATIONAL AIRPORT (MIA) - TERMINAL WIDE SUBPROGRAM

PROGRAM #: 2000001043

DESCRIPTION: Relocation of tenants supporting south and central terminal projects, passenger boarding bridges phase II project consisting of the replacement of 35 passenger boarding bridges and related infrastructure

LOCATION: Miami International Airport District Located: 6
Unincorporated Miami-Dade County District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Aviation Revenue Bonds	522	0	0	0	0	0	0	0	522
Future Financing	0	5,846	26,970	23,875	62,423	53,222	4,083	0	176,419
TOTAL REVENUES:	522	5,846	26,970	23,875	62,423	53,222	4,083	0	176,941
EXPENDITURE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Construction	522	5,846	20,471	23,875	62,423	53,222	4,083	0	170,442
Planning and Design	0	0	6,499	0	0	0	0	0	6,499
TOTAL EXPENDITURES:	522	5,846	26,970	23,875	62,423	53,222	4,083	0	176,941

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MIAMI INTERNATIONAL AIRPORT (MIA) - TERMINAL-WIDE RESTROOMS SUBPROGRAM PROGRAM #: 2000001575

DESCRIPTION: The MIA Terminal Wide Restrooms Subprogram consists of seven (7) projects that will address the modernization of the public restrooms Terminal wide and is projected to take 5 years. During the first year the renovation includes 22 restrooms at North terminal: 6 at ramp level, 10 at second level and 6 at third level; 14 restrooms at Central Terminal: 4 at Terminal E, 4 at Terminal F, 4 at Terminal G and 2 at bus stop; and 16 restrooms at the South Terminal: 2 at Terminal H, 8 at Terminal J and 6 at the South Terminal second floor.

LOCATION: Miami International Airport District Located: 6
Unincorporated Miami-Dade County District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Aviation 2021 Commercial Paper	0	15,902	0	0	0	0	0	0	15,902
Aviation Revenue Bonds	2,568	0	0	0	0	0	0	0	2,568
Future Financing	0	0	2,396	5,128	12,239	14,730	22,729	18,549	75,771
Reserve Maintenance Fund	4,288	1,126	157	0	0	0	0	0	5,571
TOTAL REVENUES:	6,856	17,028	2,553	5,128	12,239	14,730	22,729	18,549	99,812
EXPENDITURE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Construction	5,956	16,156	892	3,612	12,239	14,730	22,729	18,549	94,863
Planning and Design	900	872	1,661	1,516	0	0	0	0	4,949
TOTAL EXPENDITURES:	6,856	17,028	2,553	5,128	12,239	14,730	22,729	18,549	99,812

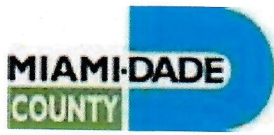
UNFUNDED CAPITAL PROJECTS

(dollars in thousands)

PROJECT NAME	LOCATION	ESTIMATED PROJECT COST
MIA - CONCOURSES D AND E - APRON AND TAXI LANE PAVEMENTS	Miami International Airport	5,600
MIA - MIDFIELD BLAST FENCE	Miami International Airport	10,000
MIA - PERIMETER ROAD WIDENING	Miami International Airport	20,000
UNFUNDED TOTAL		35,600

Attachment B

SBD Project Worksheet



Small Business Development Division

Project Worksheet

Project/Contract Title: Bond Engineering Consulting Services

Received Date: 7/22/2020

Project/Contract No: E20-MDAD-01

Resubmittal Date: 9/14/2020

Department: Aviation

Funding Source: Revenue Bonds

Estimated Cost of Project/Bid: \$86,196,909.00

Description of Project/Bid: Miami-Dade County (the "County"), as represented by the Miami-Dade Aviation Department ("MOAD"), manages its Capital Improvement Program (CIP) and requires the services of an experienced and qualified firm to provide professional engineering services to ensure the proper use of bond funds and to comply with Amended and Restated Trust Agreement dated December 15, 2002.

Contract Measures		
<u>Measure</u>	<u>Program</u>	<u>Goal Percent</u>
No Measure	SBE - A&E	
No Measure	SBE - Goods	
No Measure	SBE - Services	

Reasons for Recommendation
SMALL BUSINESS ENTERPRISE - ARCHITECTURAL & ENGINEERING (SBE-A&E) An analysis of the factors contained in the project package, as well as the factors contained in Section V. C. of Implementing Order 3-32 indicates a No Measure is appropriate for this contract, due to the project preclusion and ten (10) year term of the agreement. SMALL BUSINESS ENTERPRISE - GOODS (SBE-G) An analysis of the factors contained in section VIII. B. of Implementing Order 3-41 & Ordinance 14-41 indicates that a No Measure is appropriate for this contract, due to the project preclusion and ten (10) year term of the agreement. SMALL BUSINESS ENTERPRISE - SERVICE (SBE-S) An analysis of the factors contained in section VIII. B. of Implementing Order 3-41 & Ordinance 14-41 indicates that a No Measure is appropriate for this contract, due to the project preclusion and ten (10) year term of the agreement. MDC-TCC 11 GENERAL STRUCTURAL ENGINEERING, MDC-TCC 12 GENERAL MECHANICAL ENGINEERING, MDC-TCC 13 GENERAL ELECTRICAL ENGINEERING, MDC-TCC 14 ARCHITECTURE, MDC-TCC 16 GENERAL CIVIL ENGINEERING, MDC-TCC 17 ENGINEERING CONSTRUCTION MANAGEMENT, MDC-TCC 18 ARCHITECTURAL CONSTRUCTION MANAGEMENT, MDC-TCC 04-01 ENGINEERING DESIGN, MDC-TCC 04-02 ARCHITECTURAL DESIGN, MDC-TCC 10-01 STORMWATER DRAINAGE DESIGN ENGINEERING SERVICES, NIGP 91804 Accounting, Auditing, Budget Consulting, NIGP 91888 Quality Assurance and Control Consulting

Living Wages: YES ☐ NO ☒

Highway: YES ☐ NO ☒

Heavy Construction: YES ☐ NO ☒

Responsible Wages: YES ☐ NO ☒

Building: YES ☐ NO ☒



County Mayor

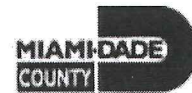


Date

Attachment C

Negotiation Authorization, List of
Respondents and Tabulation Sheets

Memorandum



Date: February 7, 2022

To: Alex Muñoz, Director
Internal Services Department

Through: Namita Uppal, C.P.M., Chief Procurement Officer
Internal Services Department

From: Amado Gonzalez, Consultant Selection Coordinator
Chairperson, Competitive Selection Committee

Subject: NEGOTIATION AUTHORIZATION
Bond Engineering Consulting Services
ISD Project No. E20-MDAD-01

Digitally signed by Namita Uppal
DN: cn=Namita Uppal, o=Miami Dade County, ou=Chief Procurement Officer, email=uppaln@miamidad.e.gov, c=US
Date: 2022.02.07 15:38:34 -05'00'

Amado Gonzalez

The Competitive Selection Committee has completed the evaluation of the proposal submitted in response to the referenced Internal Services Department solicitation, consistent with the guidelines published in the Notice to Professional Consultants.

ISD Project No.: E20-MDAD-01

Project Title: Bond Engineering Consulting Services

Scope of Services Summary: The services to be provided under this contract must comply with the Amended and Restated Trust Agreement dated December 15, 2002. The services to be performed by the Consultant will be related to and be used in association with current and future projects in planning, design, and construction, such projects being a part of the Miami-Dade Aviation Department's Capital Improvement Program (CIP) for the Miami International Airport. Please refer to the attached Scope of Services for specific project requirements.

Experience and Qualifications: It is preferred that the Prime Consultant should possess and demonstrate at least seven (7) years of verifiable experience in providing project management bond engineering services in large capital improvement programs valued over \$1 billion dollars.

Additionally, it is also preferred that the Prime Consultant has experience with performing inspections of existing structural, mechanical, and electrical systems, reporting the condition of these systems, and making repair and renovation recommendations based on their assessment. Please refer to the attached Preferred Experience and Qualifications.

Term and Estimated Cost of Contract: The County intends to retain one (1) qualified consultant/team of firms for one (1) Non-Exclusive Professional Services Agreement (PSA) with an effective term of ten (10) years. The PSA has a total maximum compensation of \$95,053,641, inclusive of a ten percent (10%) contingency allowance and IG fee per Ordinance No. 97-215.

Participation Restrictions: Please refer to the attached Participation Restrictions.

Small Business Enterprise Review: On April 27, 2021, the Internal Services Department Small Business Development Division established a "No Measure" Small Business Enterprise – Architectural and Engineering, Goods, and Services is appropriate for this solicitation.

Advertisement Date : July 23, 2021.

Number of Proposals Received: One (1) proposal was received by the submittal deadline of August 27, 2021.

Analysis of Market Availability: Because fewer than three (3) firms submitted proposals in response to the solicitation, and in accordance with the requirements of the Notice to Professional Consultants, an analysis of market availability was performed. On August 31, 2021, the final recommendation of the analysis of market availability was to proceed with the sole Proposer.

Name of Proposer: Please refer to the attached List of Respondents.

Selection Process: The Architectural and Engineering professional services solicitation process is a two-tiered selection process; First Tier is the Evaluation of Experience and Qualifications, and Second Tier is the Oral Presentations. The First Tier is the evaluation of the firms' current statements of experience, qualifications and performance data. The Second Tier is the evaluation of the shortlisted firms' knowledge of project scope, qualifications of team members assigned to the project, and ability to provide the required services within schedule and budget, as demonstrated through an oral presentation from firms deemed responsive and responsible at the First Tier.

Note: The Competitive Selection Committee may waive the Second Tier selection process by a majority vote and base their selection on the results of the First Tier ranking only.

First Tier Results: The First Tier meeting was held on January 20, 2022. The Competitive Selection Committee was tasked with evaluating the experience and qualifications of the Proposer, and scoring and ranking the proposal in accordance with the evaluation criteria outlined in the solicitation. The Competitive Selection Committee evaluated and scored the sole responsive proposal received. Please refer to the attached First Tier Tabulation Sheet.

Second Tier Results: Based on the Competitive Selection Committee's professional judgement, the information provided in the proposal was deemed sufficient to determine the experience and qualifications of the Proposer. As a result, and by a majority vote, the Competitive Selection Committee decided to forego Second Tier proceedings.

Request for Appointment of Negotiation Committee: Pursuant to Section 2-10.4(6) of the Code of Miami-Dade County, the Internal Services Department hereby requests that the County Mayor or County Mayor's designee approve the following Negotiation Committee:

- Amado Gonzalez, A&E Consultant Selection Coordinator, Non-Voting Chairperson, Internal Services Department
- Ana Finol, Division Director 3, Miami-Dade Aviation Department (MDAD)
- Jorge Gonzales, Division Director 2, MDAD
- Oscar Aguirre, Capital Finance Manager, MDAD
- James Scott, Senior Bond Analyst, Finance Department

Request for Authorization to Enter Negotiations: Pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County, it is hereby requested that the County Mayor or County Mayor's designee approve the selection of the following firm for the purpose of negotiating one (1) Non-Exclusive Professional Services Agreement for this solicitation, in accordance with the Competitive Selection Committee's recommendation:

RANKING OF RESPONDENT *

HNTB CORPORATION

Final Ranking – 1

Total Adjusted Ordinal Score – 3

Total Adjusted Qualitative Points – 293

*There are no alternate firms

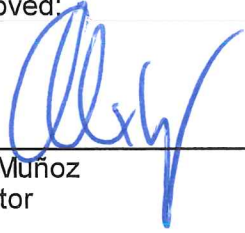
Pursuant to the Code of Silence legislation included in the Conflict of Interest and Code of Ethics Ordinance, and Section 2-11.1 of the County Code, the County Mayor or County Mayor's designee will report to the Board of County Commissioners any of the following instances:

- When negotiations do not commence, or other affirmative action is not taken, within 30 days of the Competitive Selection Committee's recommendation.
- When the County Mayor's or County Mayor's designee's recommendation to award or reject is not made within 90 days from the date of the Competitive Selection Committee's recommendation.

If approved, the Negotiation Committee will proceed with contract negotiations in accordance with Section 2-10.4(6) of the Code of Miami-Dade County, and submit the signed contract to be presented to the Board of County Commissioners for final approval, no later than 60 days from the date of this memorandum.

If a satisfactory agreement cannot be reached within the 60 day period, a report is required to be prepared explaining all issues resulting from the negotiations. If negotiations are proceeding within a reasonable timeframe, then negotiations will continue and the report will be submitted upon completion. The final contract and report should be sent to the Internal Services Department, Architectural and Engineering Unit.

Approved:



Alex Muñoz
Director

2/14/22

Date

Attachments:

1. Scope of Services
 2. Participation Restrictions
 3. Analysis of Market Availability
 4. List of Respondents
 5. First Tier Tabulation Sheet
- c: Competitive Selection Committee
Clerk of the Board of County Commissioners



MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

Project Name: Bond Engineering Consulting Services

Project No.: E20-MDAD-01

Measures: No Measures

No. of Agreements: 1

Contract Type: PROFESSIONAL SERVICES AGREEMENT

Submittal Date: 08/27/2021

Team No.: 1

Prime Local Preference: Yes

Prime Name: HNTB CORPORATION

FEIN No.: 431623092

Trade Name:

Sub-Consultants Name

Trade Name

Subs FEIN No.

a. AMBRO INC

650266641

b. GOAL ASSOCIATES INC

464649215

c. GLASS LAND ACQUISTION SERVICE SPECIALIST

650577417

d. PDBM CONSULTING LLP

823527190

Attachment D

Contractor Evaluations Report

Evaluation Date Start: End:



Capital Improvements Information System

Contractor Evaluations Report (All Contracts)

<u>Dept</u>	<u>Contract</u>	<u>Type</u>	<u>Contractor / Architect Name</u>	<u>Date</u>	<u>Rater</u>	<u>Period</u>	<u>Rate</u>
MT	CIP113DE-TR15-6 (HNTB CORPORATION) WO: WO-F-008.R0	PSA	HNTB Corporation	1/27/2022	Leticia Smith	Project conclusion or closeout	4.0
MT	CIP113DE-TR15-6 (HNTB CORPORATION) WO: WO-F-005.R0	PSA	HNTB Corporation	1/28/2022	German Arenes	Project conclusion or closeout	3.7
MT	CIP113DE-TR15-6 (HNTB CORPORATION) WO: WO-F-009.R0	PSA	HNTB Corporation	1/28/2022	German Arenes	Project conclusion or closeout	3.7
MT	CIP113DE-TR15-6 (HNTB CORPORATION) WO: WO-F-007.R0	PSA	HNTB Corporation	1/28/2022	German Arenes	Interim	3.8
MT	CIP113DE-TR15-6 (HNTB CORPORATION) WO: WO-F-002.R0	PSA	HNTB Corporation	1/28/2022	MIGUEL CALDERA	Interim	3.3
MT	CIP113DE-TR15-6 (HNTB CORPORATION) WO: WO-F-010.R0	PSA	HNTB Corporation	1/28/2022	MIGUEL CALDERA	Interim	3.3
MT	EDP-MT-CIP243	EDP	HNTB Corporation	1/31/2022	Leticia Smith	Project conclusion or closeout	4.0
PR	EDP-PR-99999913007	EDP	HNTB CORPORATION	9/12/2014	Li Gurau	Interim	3.1
PR	EDP-PR-4220031A	EDP	HNTB Corporation	9/24/2021	Lin Li	Completion of study or design	3.9
PW	EDP-PW-S-BA09-C	EDP	HNTB CORPORATION	12/30/2009	Marcos Redondo, P.E.	Project conclusion or closeout	4.0

Evaluation Count: 10 Contractors: 1 Average Evaluation: 3.7

Attachment E

A/E Firm History Report

Vendor Profile: Contracts

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Certifications	Contracts	Concessions	Site Visits
Workforce Comp/EEO	EDP Registrations	Docs	Reports						

HNTB Corporation

System Vendor Number: **20006847**[Mark As Favorite](#)

Listed below are the contracts to which this vendor is assigned.

Contracts as Prime Contractor

Actions	Contract Number & Title	Prime Contact	Status	Dates	Award Amount	Paid Amount
View	E15-MDT-03_0002: CONTINUOUS PROFESSIONAL SERVICES FOR FEDERALLY FUNDED PROJECTS	Jenny Papadopoulos (change)		2/7/2017 to 2/6/2022	\$1,650,000	\$0
View	EDP-MT-CIP243: In-House Support Staff - Procurement Services	Albert Hernandez (change)		12/8/2020 to 12/8/2025	\$35,000	\$18,498
View	EDP-ID-W20AE05: Multiple A/E Services VII	Albert Hernandez (change)	1 incomplete audit	10/9/2020 to 10/9/2025	\$400,000	\$21,590
View	EDP-ID-W19AE01: Multiple AE Services	Jenny Papadopoulos (change)		10/11/2019 to 10/11/2024	\$251,001	\$125,171
View	EDP-PR-99999913007: NF-ELECTRICAL ANALYSIS AND UPGRADES	Girish Kumar (change)	Closed	7/30/2013 to 12/31/2019	\$135,000	\$42,577
View	EDP-SP-S-2009-029: NF-PORTMIAMI TIGER GRANTS	Girish Kumar (change)	Closed	5/9/2013 to 12/31/2019	\$100,000	\$0
View	EDP-MT-CIP244: North Corridor Alignment Review and Optimization	Jenny Papadopoulos (change)		10/5/2020 to 4/15/2025	\$60,440	\$0
View	EDP-MT-CIP264: North Corridor Engineering Services (Procurement Phase 2)	Albert Hernandez (change)		2/25/2021 to 2/25/2026	\$75,182	\$24,239
View	EDP-PR-320811A-R: Pelican Harbor Fishing Pier	Albert Hernandez (change)		6/10/2022 to 6/10/2027	\$200,000	\$0
View	R-951-66/R-447-85: Professional Services Agreement (PSA) - Bond Engineering Services	Aida Baird (change)		1/1/1985 to 1/1/2099	\$150,881,819	\$0
View	EDP-PR-4220031A: Rickenbacker Causeway Bond Engineering Services	Albert Hernandez (change)		3/15/2021 to 3/15/2026	\$126,789	\$126,472
View	EDP-ID-W200011N: Zelda Glazer Soundscape Project	Jenny Papadopoulos (change)	2 incomplete audits	9/10/2020 to 5/10/2025	\$715,192	\$511,254
Number of contracts as prime: 12					\$154,630,423	\$869,801

Contracts as Subcontractor

Actions	Contract Number & Title	Sub Contact	Status	Prime	Current	Paid
---------	-------------------------	-------------	--------	-------	---------	------

			Subcontract	Amount
View	IRP249-DTPW18- CEI: CEI Svcs for Mover Amber Ahlf (change)	Atkins North America, Inc.	\$0	\$0
Wayside - E18-DTPW-10			0.00%	
Number of contracts as subcontractor: 1			\$0	\$0

[Customer Support](#)

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MEMORANDUM

(Revised)

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

DATE: October 6, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

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

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's 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 _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(A)(2)
10-6-22

RESOLUTION NO. _____ R-915-22

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND HNTB CORPORATION, FOR BOND ENGINEERING SERVICES, CONTRACT NO. E20-MDAD-01 IN AN AMOUNT NOT TO EXCEED \$95,053,641.00 FOR A TERM OF 10 YEARS WITH NO OPTION TO RENEW PERIODS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND TO EXERCISE THE TERMINATION PROVISION CONTAINED THEREIN

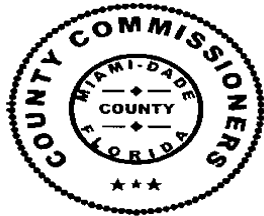
WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum and documents, copies of which are incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the award of the Professional Services Agreement to HNTB Corporation, for Bond Engineering Services, Contract No. E20-MDAD-01, in an amount not to exceed \$95,053,641.00 for a term of 10 years with no option to renew periods, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's designee to execute the agreement and to exercise the termination provision contained therein.

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

Jose "Pepe" Diaz, Chairman	aye		
Oliver G. Gilbert, III, Vice-Chairman	absent		
Sen. René García	aye	Keon Hardemon	aye
Sally A. Heyman	aye	Danielle Cohen Higgins	aye
Eileen Higgins	absent	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 6th day of October, 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

Basia Pruna

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

DMM

David M. Murray

**BOND ENGINEERING CONSULTING SERVICES
PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO.: E20-MDAD-01**

This AGREEMENT made as of the ____ day of ____ in the year 20__ (also known as
"Effective Date" of the Agreement), between

the Owner:

Miami-Dade County Florida, a political subdivision of the State of Florida, acting by and through its **Board of County Commissioners**, hereinafter called the "County", which shall include its officials, successors, legal representatives, and assigns.

and the Consultant:

HNTB Corporation
161 N.W. 6th Street, Suite 1000
Miami, FL 33136
(305) 222-1480

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

For the Project:

Bond Engineering Services.

The Consultant and its subconsultants represent and warrant that they have no existing contracts to provide design services at Miami International Airport, excepting (EXISTING BOND CONTRACT), as either a prime consultant for Miami-Dade County or as a subconsultant to another such prime consultant.

The Consultant, and its subconsultants, will not be considered for any new MDAD agreement, as either a prime consultant or as a subconsultant to a prime consultant seeking such award, during the effective term of this agreement. Without limiting the preceding, this prohibition specifically includes future contracts for airport master planning, Traffic Engineer pursuant to the MDAD's Trust Agreement, or financial consulting.

Additionally, the Consultant and its subconsultants may not contract to provide services to any airline or airline group with respect to their operations at Miami International Airport.

During the life of the Agreement, the Consultant and its subconsultants will not enter into any other agreement which, in the opinion of the Trustee under the Trust Agreement, is a conflict of interest with the provision of services under this Agreement.

PROFESSIONAL SERVICES AGREEMENT

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AFFIDAVITS

CERTIFICATE OF INSURANCE

WITNESSETH

ARTICLE 1

DEFINITIONS

- 1.1 **ADDITIONAL SERVICES:** Those services, in addition to the Basic Services in this Agreement, which the Consultant shall perform at Owner's option and when authorized by Service Order(s) in accordance with the terms of this Agreement.
- 1.2 **AFFIRMATIVE ACTION:** Action to be taken by the Consultant pursuant to a written, results-oriented program, meeting the requirements of 41 CFR Part 60, in which the Consultant details the steps to be taken to ensure equal employment opportunity, including, where appropriate, remedying discrimination against an affected class, or other actions, as necessary.
- 1.3 **AGREEMENT:** This written Agreement between the Owner and the Consultant, including the Appendices attached hereto and all Amendments and Service Orders issued by the Owner hereunder.
- 1.4 **ALLOWANCE ACCOUNT(S):** 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. Allowance Accounts are included in this Agreement to pay for Additional Services, Work Site Services, Dedicated Services, or Inspector General Services. Services to be paid from these Allowance Accounts shall be authorized by Service Order prior to the commencement of the work under the Service Order.
- 1.5 **AMENDED AND RESTATED TRUST AGREEMENT BY REFERENCE:** Notwithstanding any of the terms, provisions and conditions of this Agreement, it is understood and agreed by the parties hereto that the provisions of the Amended and Restated Trust Agreement, dated as of the 15th day of December, 2002, as amended from time to time, by and between the County and JPMorgan Chase Bank, as Trustee, and Wachovia Bank, National Association, as Co-Trustee (the "Trust Agreement"), which Trust Agreement is incorporated herein by reference, shall prevail and govern in the event of any inconsistency with or ambiguity relating to the terms and conditions of this Agreement, including the rents, fees or charges required herein, and their modification or adjustment. A copy of the Trust Agreement may be examined by the Concessionaire at the offices of the Department during normal working hours. Attached herein as Exhibit 4.
- 1.6 **AMENDMENT:** A written modification to this Agreement executed by the Consultant and the Owner covering changes, additions, or reductions in the terms of this Agreement.
- 1.7 **ART IN PUBLIC PLACES:** A department of Miami-Dade County that is responsible for initiating and overseeing the incorporation of art into new County facilities.

- 1.8 BASIC SERVICES: Those services that the Consultant shall perform in accordance with the terms of the Agreement as directed and authorized by a Service Order(s). Any Services not specifically addressed as Additional Services, Work Site Services, or Dedicated Services are considered Basic Services.
- 1.9 BASIC SERVICES FEE: The basis for compensation of the Consultant for the Basic Services performed under this Agreement.
- 1.10 CHANGE ORDER: A written agreement executed by the Owner, the Contractor and the Contractor's Surety, covering modifications to the Contract.
- 1.11 CONSTRUCTABILITY: The optimum use of construction knowledge and experience in planning, design, procurement, and field operations to achieve overall Project objectives.
- 1.12 CONSTRUCTION COST: Actual cost of the Work established in the Contract Documents and as they may be amended from time to time.
- 1.13 CONTRACT DOCUMENTS: The legal agreement between the Owner and the Contractor for performance of Work. The documents prepared by the Consultant in accordance with the requirements of a Service Order(s) issued hereunder that form the basis for which the Owner can receive bids for the Work included in the documents. The Contract Documents shall include, but not necessarily be limited to, the Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract Summary, Surety Performance and Payment Bond, General Conditions, Special Provisions, Division 1, Technical Specifications, and Plans together with all Addenda, and subsequent Change Orders, and Work Orders.
- 1.14 CONSTRUCTION INSPECTION SERVICES (CIS) MANUAL: A manual provided by the Owner which prescribes the services, procedures, forms and guidelines for use by the Consultant and other Design Professionals as provided by Service Order. This manual is made a part of this Agreement by reference.
- 1.15 CONSULTANT: The named entity on page 1 of this Agreement.
- 1.16 CONTRACTOR: The firm, company, corporation or joint venture contracting with the Owner for performance of Work covered in the Contract Documents.
- 1.17 DAYS: Reference made to Days shall mean consecutive calendar days.
- 1.18 DEDICATED SERVICES: Services performed pursuant to a Contingency Allowance Account(s) that are beyond the requirements for Basic Services and Additional Services under this Agreement and shall be performed as required upon receipt of a Service Order. Such Services, if any, are specified in the Special Provisions.
- 1.19 DEFECT(S): Refers to any part of the Work that does not follow the Contract Documents, does not meet the requirements of a reference standard, test or inspection specified in the Contract Documents, does not properly function, is broken, damaged or of inferior quality,

or is incomplete. The adjective "defective" when it modifies the words "Work" or "work" shall have the same connotation as Defect.

- 1.20 DELIVERABLES REQUIREMENTS MANUAL: A manual provided by the Owner that prescribes the deliverables and their content to be provided by design professionals. This manual is made a part of this Agreement by reference.
- 1.21 DEPARTMENT (MDAD): Miami-Dade Aviation Department, a department of Miami - Dade County Government, sometimes referred to as Owner, represented by and acting through the Director or his Designee (s).
- 1.22 DESIGN DELIVERABLES: Deliverables to be presented and Services to be performed by the Consultant at various Phases of design. The design deliverables are to comply with the requirements of the Deliverables Requirements Manual and/or Service Order.
- 1.23 DESIGN DEVELOPMENT: That portion of the Services comprising Phase 2 of the Basic Services which the Consultant shall perform in accordance with the terms of this Agreement when directed and authorized by Service Order.
- 1.24 DESIGN GUIDELINES MANUAL: A manual provided by the Owner which comprises design standards and guidelines for use by the Consultant and other Design Professionals as provided by Service Order.
- 1.25 DESIGN SCHEDULE AND COST MANAGEMENT PLAN (DSCMP): A progress schedule and earned value measurement plan for the Design Deliverables that will be developed by the Consultant in accordance with the Project and Phase schedule provided by the Owner. The DSCMP shall meet all Project and Phase milestones in the Owner provided schedule and shall be approved by the Project Manager. The Design Schedule and Cost Management Plan (DSCMP) earned value procedures are based upon the agreed weighted percentage values of the deliverables for each Basic Services Phase.
- 1.26 DIRECT SALARIES: Monies paid at regular intervals to personnel other than principals of the Consultant directly engaged by the Consultant on the Project, as reported to the Director of United States Internal Revenue Service and billed to the Owner hereunder on a Multiple of Direct Salaries basis pursuant to a Service Order for Additional Services under this Agreement. Personnel directly engaged on the Project by the Consultant may include architects, engineers, designers, and specifications writers engaged or assisting in research, production of drawings, specifications and related documents, Work Related Services and other services pertinent to the Project Elements.
- 1.27 DIRECTOR: The Director of the Miami-Dade Aviation Department or authorized representative(s) designated in writing with respect to a specific matter(s) concerning the Services.

- 1.28 **EQUAL EMPLOYMENT OPPORTUNITY:** Opportunity provided by the Consultant pursuant to Executive Order 11246, as amended, and required to be part of all contracts covered by said Executive Order.
- 1.29 **FIELD REPRESENTATIVE:** An authorized representative of the Owner providing administrative and construction inspection services during the pre-construction, construction, and closeout Phases of the Contract.
- 1.30 **GREEN BUILDING CERTIFICATION INSTITUTE (GBCI):** the designated organization responsible for administering the LEED certification program.
- 1.31 **FIXED LUMP SUM:** A basis for compensation of the Consultant for Services performed.
- 1.32 **LEED (Leadership in Energy and Environmental Design):** The United States Green Building Council (USGBC) created LEED as a rating system for green building practices.
- 1.33 **LEED AP:** A person(s) that is an employee of the A/E or is a Sub-consultant to the A/E that is certified by the GBCI or successor entity in the specialty specified in the Request for Qualifications/Proposals for this Project. The LEED AP shall (1) assist the Owner in the Project LEED registration, application and certification process; (2) coordinate and otherwise guide the A/E in the design of the Project in order to achieve the points needed for the desired LEED certification; and (3) monitor the Contractor for the documentation required to meet the Contractor's obligations to achieve the LEED credit points stipulated in the Contract Documents.
- 1.34 **LEED CERTIFICATION DOCUMENTS:** Reports, documents or other data required to apply for and obtain the desired LEED certification.
- 1.35 **LEED CERTIFICATION PLAN:** Plan developed by the LEED AP to develop and monitor the documentation required during design and construction for the LEED certification application process.
- 1.36 **LEED STATUS REPORT:** A periodic report produced by the LEED AP to inform the Owner and other stakeholders in the Project on the status of the design and construction relative to earning LEED credit points for the Project.
- 1.37 **LIFE CYCLE COSTING:** The process whereby all expenses associated with the operations, maintenance, repair, replacement and alteration costs of a facility or piece of equipment are identified and analyzed.
- 1.38 **MIAMI-DADE AVIATION DEPARTMENT (MDAD or Department):** A department of Miami- Dade County Government, sometimes referred to as Owner, represented by and acting through the Director or his Designee(s).
- 1.39 **MULTIPLE OF DIRECT SALARIES:** A basis for compensation of the Consultant for Services performed.

- 1.40 OWNER: Miami-Dade County acting through the Department. The term Owner as used in this Agreement shall exclude the regulatory departments of Planning, Development and Regulation (Building and Zoning); Department of Environmental Resources Management (DERM); Public Works; the Fire Department and Water & Sewer; or their successors.
- 1.41 PLANS: The drawings prepared by the Consultant which show the locations, characters, dimensions and details of the Work to be done and which are parts of the Contract Documents.
- 1.42 PRINCIPAL: An executive manager of the Consultant or sub-consultant who is primarily involved in executive management of the Consultant's or sub-consultant's business and who is not significantly involved in the professional work of this Agreement.
- 1.43 PROBABLE CONSTRUCTION COST: The latest approved written estimate of Construction Cost to the midpoint of construction broken down by the 16 Division format developed by the Construction Specification Institute (CSI) or unit price bid items, including construction allowance contingencies, submitted to the Owner, in a format provided by the Owner, in fulfillment of the requirement(s) of this Agreement.
- 1.44 PROFESSIONAL CONSTRUCTION ESTIMATOR: An individual construction estimator affiliated with a professional firm, company, joint venture, or corporation to provide and analyze cost estimates of the Project and individual Project Elements or parts thereof in order to determine the Probable Construction Cost at each Phase of the Basic Services requiring the submittal of a Probable Construction Cost.
- 1.45 PROGRAM: A list of projects assigned to the Consultant by MDAD.
- 1.46 PROGRAM DIRECTOR: The Assistant Director of Facilities Development or his/her designee.
- 1.47 PROJECT: Project Elements and components of the Project Elements and Services set forth in this Agreement.
- 1.48 PROJECT BUDGET: Estimated cost for the Project, prepared by the Owner as part of the Program, including the estimated Construction Cost. The Project Budget may, from time to time, be revised or adjusted by the Owner, at its sole discretion, to accommodate approved modifications or changes to the Project or the scope of work.
- 1.49 PROJECT ELEMENT: A part of the Project for which Services are to be provided by the Consultant pursuant to this Agreement or by other consultants employed by the Owner.
- 1.50 PROJECT MANAGER (PM): Individual designated by the Director to represent the Owner during the design and construction of the Project.

- 1.51 **PROLONGED PERIOD OF WORK-RELATED SERVICES:** The period from the original completion date of the construction Contract(s) as awarded to the date of actual, official acceptance by the Owner of the Report of Contract Completion furnished by the Consultant. A Prolonged Period of Work-Related Services may occur where the contractor is entitled to, or has received, a time extension which extends the construction contract beyond the original completion date of the Contract, as awarded, and may also occur where the contractor does not timely complete the Contract.
- 1.52 **PUNCH LIST:** A running list of defects in the Work as determined by the Consultant performing Work Related Services, with input from the Field Representative and the Project Manager. The initial edition of the Punch List is modified in succeeding editions to reflect corrected and completed work as well as newly observed defects, until the time of Final Acceptance.
- 1.53 **RECORD DRAWINGS (AS-BUILT DRAWINGS):** Reproducible drawings showing the final completed Work as built, including any change to the Work performed by the Contractor pursuant to the Contract Documents which the Consultant considers significant based on marked-up as-built prints, drawings, and other data furnished by the Contractor.
- 1.54 **REIMBURSABLE EXPENSES:** Those expenses delineated in Article 5 "Reimbursable Expenses" of this Agreement which are separately approved by the Owner that are incurred by the Consultant in the fulfillment of this Agreement and which are to be compensated to the Consultant in addition to the Basic Services Fee.
- 1.55 **REVIEW SET:** A partial or complete set of Contract Documents, provided by the Consultant in accordance with the Deliverables Requirements Manual and/or Service Order, at the specified percentage of completion of a Phase of the Basic Services as provided for in this Agreement, on which the Owner may provide written review comments and acceptance of Services. Any review will be general in nature and shall not constitute a detailed checking of the Consultant's work nor relieve the Consultant of the responsibility for the completeness and accuracy of its Services.
- 1.56 **SCHEMATIC DESIGN:** That portion of the Services comprising Phase 1B of the Basic Services which the Consultant shall perform in accordance with the terms of this Agreement.
- 1.57 **SERVICE ORDER:** A written order (consecutively numbered for reference and control purposes) initiated by the Project Manager in accordance with this Agreement and countersigned by the Director or his designee and by the Consultant, directing the Consultant to perform or modify the performance of any portion of the Services. A Service Order may not modify, waive, or alter any provision of this Agreement.
- 1.58 **SERVICES:** All services, work and actions by the Consultant performed pursuant to or undertaken under this Agreement.

- 1.59 SUB-CONSULTANT: An independent firm, company, joint venture, corporation or individual under contract with and compensated by the Consultant to perform a portion of the Services required hereunder.
- 1.60 SUBSTANTIAL COMPLETION: The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Project for its intended use and shall occur when the Consultant issues a certificate of Substantial Completion. At this stage, all Punch List work should be able to be completed by the Contractor in less than sixty (60) calendar days. The Certificate of Substantial Completion shall not be issued prior to the Contractor obtaining a Final Certificate of Occupancy or a Temporary Certificate of Occupancy from the Building Department, and a Final Certificate of Use or a Temporary Certificate of Use from the Zoning Department.
- 1.61 USER: Entities such as, but not limited to, concessionaires, service managers, airlines, public utilities, and governmental agencies, excluding agencies of the Owner, that have entered into agreements with the Owner for use of portions of the Miami International Airport and/or the general aviation airports under the control of the Department.
- 1.62 USER REVIEW: A review of all design projects by a group which represents the operational aspects of the Airport including MDAD operations and maintenance staff, concessionaires, tenants, service managers, airlines, public utilities, governmental agencies, and other Airport users, to ensure that program and operational needs are being met.
- 1.63 VALUE ANALYSIS (VA): The systematic application of recognized techniques for optimizing both cost and performance in a new or existing facility or to eliminating items that add cost without contributing to required functions.
- 1.64 WORK: All labor, materials, tools, equipment, services, methods, procedures, etc., necessary or convenient to performance by the Contractor of all duties and obligations imposed by the Contract Documents and representing the basis upon which the total consideration is paid or payable to the Contractor for the performance of such duties and obligations.
- 1.65 WORK ORDER: A written order, authorized by the Owner, directing the Contractor to perform work under a specific Allowance Account(s) or which directs the Contractor to perform a change in the work that does not have a monetary impact.
- 1.66 WORK SEQUENCING SCHEDULE AND STAGING PLAN: Plans prepared by the Consultant showing the stage-by-stage sequence of construction, the impact on adjacent or related facilities and on Airport operations, as well as other features, as necessary, related to the overall schedule of construction.
- 1.67 WORK-SITE SERVICES: Those optional portions of the Services involving the providing of on-site resident services, that the Consultant shall perform as the Field Representative

in accordance with the terms of this Agreement if directed and authorized by Service Order(s).

ARTICLE 2

INFORMATION TO BE FURNISHED BY THE OWNER

- 2.1 **INFORMATION TO BE FURNISHED BY THE OWNER:** The Owner will furnish the Consultant the information listed in the Special Provisions on an as needed basis.
- 2.2 **OBLIGATION OF THE CONSULTANT:** The Consultant understands that it is obligated to verify to the extent it deems necessary all information furnished by the Owner and that it is solely responsible for the accuracy and applicability of all such information used by said Consultant. Such verification shall include visual examination of existing conditions in all locations encompassed by the Project where such examination can be made without using destructive measures, e.g., excavation or demolition. Survey information shall be spot checked to the extent the Consultant has satisfied itself as to the reliability of the information.

ARTICLE 3

GENERAL PROVISIONS

3.1 INDEMNIFICATION AND HOLD HARMLESS

3.1.1 Pursuant to Florida Statutes 725.08 and notwithstanding the provisions of Florida Statutes 725.06, the Consultant shall indemnify and hold harmless the Owner, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement.

3.1.2 To the extent this indemnification clause or any other indemnification clause in this Agreement does not comply with Chapter 725, Florida Statutes, as may be amended, this provision and all aspects of the Contract Documents shall hereby be interpreted as the parties' intention for the indemnification clauses and Contract Documents to comply with Chapter 725, Florida Statutes, as may be amended.

3.1.3 This Section shall survive expiration or termination of this Agreement.

3.2 INSURANCE: The Consultant shall not be issued any Service Order under this Agreement until the insurance required hereunder has been obtained and the Owner has approved such insurance. The Consultant shall maintain required insurance coverage for the full term of this Agreement or for such longer period(s) as may be specifically required herein.

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

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

- a. Workers' Compensation, as required by Chapter 440, Florida Statutes.
- b. Automobile Liability Insurance, covering all owned, non-owned, and hired vehicles used in connection with the work in an amount not less than \$300,000 combined single limit for bodily injury and property damage liability.

Under no Circumstances are vehicles permitted on the A.O.A. without increasing automobile coverage to \$5,000,000. Only company owned or company leased vehicles leased from a leasing company will be permitted

on the airfield. No such vehicles shall be permitted airfield access following final acceptance of the Work.

- c. Commercial General Liability Insurance on a comprehensive basis, including contractual liability, products, and completed operations, in an amount not less than \$1,000,000 combined single limit, per occurrence for bodily injury and property damage. Miami-Dade County must be an Additional Insured with respect to this coverage.
- d. The Consultant shall maintain at its sole cost Professional Liability Insurance (Errors and Omissions) in an amount not less than \$1,000,000 per claim providing for all sums which the Consultant shall be legally obligated to pay as damages for claims arising out of the Services performed by the Consultant or any person employed by him/her in connection with this Agreement. This insurance shall be maintained for one year after completion and acceptance by the Owner of the Services performed pursuant to this Agreement.

- 3.2.2 All insurance policies required herein shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to financial strength, and no less than "Class VII" as to financial size according to the latest edition of Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the written approval of the Owner.

- 3.2.3 The Consultant and/or the Sub-Consultants shall cooperate to the fullest extent with Miami-Dade County in all matters relating to the insurance provided and shall comply with all requirements of any insurance policy procured by the County. They shall also at their own expense furnish the County or its duly authorized representative with copies of all correspondence, papers, records, and other items necessary or convenient for dealing with or defending against claims and for administering the aforementioned insurance including furnishing the time of any of their employees, officers, or agents whose presence or testimony is necessary or convenient in any negotiations or proceedings involving such insurance.

- 3.2.4 If, at any time during the term of this Agreement, the actual provisions of the insurance described herein, or any part thereof, cannot be obtained or is non-renewable or is otherwise not available, then Miami-Dade County shall attempt to meet, as closely as possible, the objective and purpose of the original insurance program as outlined herein. Furthermore, Miami-Dade County and the Consultant shall agree as to their respective responsibilities and actions in this regard.

- 3.2.5 Immediate notification must be given to Miami-Dade County Risk Management Division and Miami-Dade County Aviation Department and/or its agent in case of accident or occurrence which might give rise to a claim under any policy provided by the County, or any policy on which the County is a joint insured.
- 3.2.6 Compliance with the foregoing requirements as to the carrying of insurance shall not relieve the Consultant from liability under any portion of this Contract.
- 3.2.7 Cancellation of any insurance or non-payment by the Consultant of any premium for any insurance policy or bonds required by this Contract shall constitute a breach of this Contract. In addition to any other legal remedies, Miami-Dade County at its sole option may terminate this Contract or pay such premiums and deduct the costs thereof from any amounts which are or may be due to the Consultant.
- 3.3 ASSIGNMENT: The Consultant shall not assign, transfer or convey this Agreement to any other person, firm, association, or corporation, in whole or in part. However, the Consultant will be permitted to cause portions of the services to be performed by sub-consultants, as authorized elsewhere herein.
- 3.4 PROVISION OF ITEMS NECESSARY TO COMPLETE SERVICES: In the performance of the Services prescribed herein, it shall be the responsibility of the Consultant to provide all salaries, wages, materials, equipment, sub-consultants and other purchased services, etc., necessary to complete said Services.
- 3.5 SUB-CONSULTANTS: All services provided by the Sub-consultants shall be consistent with those commitments made by the Consultant during the selection process and interview. Such services shall be pursuant to appropriate agreements between the Consultant and the Sub-consultants, which shall contain provisions that preserve and protect the rights of the Owner under this Agreement. Nothing contained in this Agreement shall create any contractual relationship between the Owner and the Sub-consultants.

The Consultant shall not change any Sub-consultant without prior approval by the Director in response to a written request from the Consultant stating the reasons for any proposed substitution. Any approval of a Sub-consultant by the Owner shall not in any way shift the responsibility for the quality and acceptability by the Owner of the services performed by the Sub-consultant from the Consultant to the Owner. The Consultant shall cause the names of Sub-consultants responsible for significant portions of the Services to be inserted on the Plans and Specifications, subject to the approval of the Owner.

The Consultant may employ Sub-consultants to assist the Consultant in performing specialized Services. Payment of such Sub-consultants employed at the option of the Consultant shall be the responsibility of the Consultant and shall not be cause for any increase in compensation to the Consultant for the performance of the Basic Services. The quality of services and acceptability to the Owner of the services performed by such Sub-consultants shall be the sole responsibility of the Consultant.

- 3.6 TERM OF AGREEMENT: This term of this Agreement shall be for ten (10) years and shall begin upon execution by the parties and shall be in effect until all Services are completed or until those Services Orders in force at the end of the stated period of time have been completed and the Services accepted, whichever may be later.

Nothing in this Article shall prevent the Owner from exercising its rights to terminate the Agreement as provided elsewhere herein.

- 3.7 TERMINATION OF AGREEMENT: This Agreement may be terminated upon prior written notice by either party as described herein. The Owner may terminate this Agreement or any Service Order for cause or for convenience. The Consultant may terminate this Agreement for cause in the event that the Owner willfully violates any provisions of the Agreement. The Consultant shall have no right to terminate this Agreement for convenience of the Consultant, without cause.

- 3.7.1 Owner's Termination for Cause: The Owner may terminate this Agreement or any Service Order upon seven (7) days written notice for cause in the event that the Consultant violates any provisions of this Agreement, or performs same in bad faith, or unreasonably delays the performance of the Services. Such written notice to the Consultant shall spell out the cause and provide reasonable time in the notification to remedy the cause.

The Owner may terminate this Agreement if the Consultant is found to have submitted a false certification or to have been, or is subsequently during the term of this Agreement, placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. The Owner may also terminate this Agreement as directed by the Federal Aviation Administration (FAA).

Notwithstanding any other penalties for firms that have discriminated in violation of Article VII of Chapter 11A of the Code, the Owner may terminate the Agreement or require the termination or cancellation of a sub-consultant contract. In addition, a violation by the Consultant or a sub-consultant to it, or failure to comply with the Administrative Order (A.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the A.O. (See www.miamidade.gov/ao/home.asp).

In the event the Owner terminates this Agreement for cause, the Owner will take over all documents resulting from Services rendered up to the termination and may complete them, by contracting with other architect(s), engineer(s) or otherwise, and in such event, the Consultant shall be liable to the Owner for any additional cost incurred by the Owner due to such termination. "Additional Cost" is defined as the difference between the actual cost of completion of such incomplete Services and the cost of completion of such Services which would have resulted from payments to the Consultant hereunder had the Agreement not been terminated. Upon receipt

of written Notice of Termination, the Consultant shall, when directed by the Owner, promptly assemble and submit as provided herein or as required in any Service Order issued hereunder, all documents including drawings, calculations, specifications, reports, correspondence, and all other relevant materials affected by such termination. No payments shall be made: 1) for Services not satisfactorily performed; and 2) for the cost of assembly and submittal of documents for services performed satisfactorily or unsatisfactorily.

- 3.7.2 Owner's Termination for Convenience: The Owner, in addition to the rights and options to terminate for cause, or any other provisions set forth in this Agreement, retains the right to terminate this Agreement or any Service Order upon thirty (30) days written notice at its sole option at any time for convenience, without cause, when in its sole discretion it deems such termination is in the best interest of the Owner.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially completed.

- 3.7.3 Consultant's Termination for Cause: The Consultant may terminate this Agreement upon thirty (30) days written notice for cause in the event that the Owner violates any provisions of this Agreement. Such written notice to the Owner shall spell out the cause and provide reasonable time in the notification to remedy the cause. In the event the Consultant exercises its right to terminate this Agreement for cause, payment for Services satisfactorily performed prior to the date of termination shall be made in accordance with the article "Compensation for Services".

- 3.7.4 Implementation of Termination: In the event of termination, either for cause or for convenience, the Consultant, upon receipt of the Notice of Termination, shall:

1. Stop the performance of Services under this Agreement on the date and to the extent specified in the Notice of Termination;
2. Place no further orders or subcontracts except as may be necessary for completion of any portion(s) of the Services not terminated, and as authorized by Service Order(s);
3. Terminate all orders and subcontracts to the extent that they relate to the performance of the Services terminated by the Notice of Termination;
4. Transfer title to the Owner (to the extent that title had not already been transferred) and deliver in the manner, at the times, and to the extent directed by the Owner, all property purchased under this Agreement and reimbursed as a direct item of cost and not required for completion of the Services not terminated;

5. Promptly assemble and submit as provided herein all documents for the Services performed, including plans, calculations, specifications, reports, and correspondence, and all other relevant materials affected by the termination; and
6. Complete performance of any Services not terminated by the Notice of Termination.

3.7.5 Compensation for Terminated Work: Compensation for terminated work will be made based on the applicable provisions of the Article 8 "Compensation for Services".

3.8 SANCTIONS FOR CONTRACTUAL VIOLATIONS:

The County may terminate this contract or require the termination or cancellation of any sub-consultant contract, if the Consultant or any sub-consultant(s) violates Article VII of Chapter 11A of the Code. In addition, a violation by the Consultant, or sub consultant to the Consultant, or failure to comply with the Administrative Order (A.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the A.O.

3.9 INTENT OF AGREEMENT:

3.9.1 The intent of the Agreement is for the Consultant to provide project management support services to MDAD to include all necessary items for the proper completion of such services, for a fully functional facility which, when constructed in accordance with the design, will be able to be used by the Owner for its intended purpose.

3.9.2 This Agreement is for the benefit of the parties only and it does not grant rights to a third-party beneficiary, to any person, nor does it authorize anyone not a party to the Agreement to maintain a suit for personal injuries, professional liability or property damage pursuant to the terms or provisions of the Agreement.

3.9.3 No acceptance, order, payment, or certificate of or by the Owner, or its employees or agents shall either stop the Owner from asserting any rights or operate as a waiver of any provisions hereof or of any power or right herein reserved to the Owner or of any rights to damages herein provided.

3.10 SOLICITATION: The Consultant warrants that: 1) it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement; and 2) that it has not paid, nor agreed to pay any person, company, corporation, joint venture, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Owner has the right to annul this Agreement without liability to the Consultant for any reason whatsoever.

- 3.11 ACCOUNTING RECORDS OF CONSULTANT: The Owner reserves the right to audit the accounts and records of the Consultant including, but not limited to, payroll records and Federal Tax return, supporting all payments for Services hereunder on the basis of Multiple of Direct Salaries and Reimbursement of Actual Expenses incurred. Such audit may take place at any mutually convenient time during the performance of this Agreement and for three (3) years after final payment under this Agreement. The Architect/ Engineer shall maintain, as part of its regular accounting system, records of a nature and in a sufficient degree or detail to enable such audit to determine the personnel hours and personnel costs and other expenses associated with each Project and/or task authorized for performance by Service Order(s). In accordance with Florida Statutes 287.055, the Consultant hereby certifies and warrants that wage rates and other factual unit costs as submitted supporting the compensation provided here are accurate, complete, and current as of the date of the submittal. It is further agreed that said compensation provided for in this agreement shall be adjusted to exclude any significant costs where the Owner determines that the payment for Services was increased due to inaccurate, incomplete, or non-current wage rates or other factual unit costs. All such adjustments in compensation paid or payable to Consultant under this Agreement shall be made within three (3) years from the date of final billing or acceptance of the Services by the Owner, whichever is later.
- 3.12 ACCESS TO PUBLIC RECORDS: The Consultant shall comply with the Public Records Laws of the State of Florida, including but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by Miami-Dade County (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 Consultant 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. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of the agreement and shall be enforced in accordance with the terms of the agreement.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE MIAMI DADE AVIATION RECORDS CUSTODIAN, JORGE MIHAIC (305) 876-0933; JMIHAIC@MIAMI-AIRPORT.COM; MIAMI-DADE AVIATION DEPARTMENT, RISK MANAGEMENT & SUPPORT SERVICES, P.O. BOX 025504, MIAMI, FLORIDA 33102-5504.

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

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

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

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

The IG may, on a random basis, perform audits on all County contracts throughout the duration of said contract (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Consultant under this contract will be assessed one quarter of one percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due, unless this Agreement is federally funded where federal or state law or regulations preclude such a charge or where such a charge is otherwise precluded as stated in the Special Provisions (see Article 9). The Consultant shall, in stating its agreed prices, be mindful of this assessment, which will not be separately identified, calculated, or adjusted in the proposal or bid form.

The IG shall have the power to retain and coordinate the services of an independent private sector inspector general (IPSIG) who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities, and performance and procurement process including, but not limited to, project design,

establishment of bid specifications, bid submittals, activities of the Consultant, its officers, agents and employees, lobbyists, County staff, and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud. The IG is authorized to investigate any alleged violation by a Consultant of its Code of Business Ethics, pursuant of MDC Code Section 2-8.1.

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

INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL

The attention of the Consultant is hereby directed to the requirements of AO 3-20 and R-516-96: The County shall have the right but not the obligation to retain the services of an Independent Private Inspector General (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect, and review the operations, activities, and performance of the Consultant and County in connection with this contract. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with Contract Specifications; project costs; and investigating and preventing corruption and fraud.

The IPSIG may perform its services at all levels of the contracting and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of Consultant, its officers, agents and employees, lobbyists, county staff and elected officials.

Upon (10) ten days' written notice to Consultant from an IPSIG, the Consultant shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the Consultant's possession, custody, or control which, in the IPSIG's sole judgment, pertain to performance of the Contract, including, but not limited to, original estimate files, bid and change order estimates, worksheets, proposals and agreements from and with successful and unsuccessful sub-consultants and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and contract documents, back-charge document, all documents and records which involve cash, trade, or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

3.14 OWNERSHIP OF DOCUMENTS AND COPYRIGHTS:

3.14.1 All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for Services performed or produced in the performance of this Agreement, whether in paper or other hard copy medium or in electronic medium, is a work for hire and is

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

- 3.14.2 The Consultant is permitted to reproduce copyrighted material described above subject to written approval from the Owner.
- 3.14.3 At the Owner's option, the Consultant may be authorized by Service Order to adapt copyrighted material for additional or other work for the Owner; however, payment to the Consultant for such adaptations will be limited to an amount not greater than 50% of the original fee earned to adapt the original copyrighted material to a new site.
- 3.14.4 The Owner shall have the right to modify the Project or any component thereof without permission from the Consultant or without any additional compensation to the Consultant. The Consultant shall be released from any liability resulting from such modification.
- 3.14.5 The Owner shall own rights to all passwords necessary to access Project registration and certification data submitted to the GBCI via internet websites or other means.

3.15 LAWS AND REGULATIONS:

- 3.15.1 The Consultant shall, during the term of this Agreement, be governed by Federal, State of Florida, and Miami-Dade County Laws, Regulatory Orders, County Codes and Resolutions, and MDAD operating procedures, all as may be amended from time to time, that may have a bearing on the Services involved in this Project. The Department will assist the Consultant in obtaining copies of any such laws, orders, codes, resolutions, or procedures not readily available on the Internet.
- 3.15.2 The Agreement shall be governed by the laws of the State of Florida and may be enforced in a court of competent jurisdiction in Miami-Dade County, Florida.
- 3.15.3 Portions of the work produced under this Agreement may be determined by the Owner to contain Security Sensitive Information (SSI). Upon notification by the Owner, the A/E and its sub-consultants under this Agreement shall follow security requirements of the Transportation Security Administration, 49 CFR Parts 1500, et al, Civil Aviation Security Rules, and other MDAD Security Procedures. Documents deemed by the Owner to contain Security Sensitive Information shall bear the following warning:

Warning Notice: This record contains Sensitive Security Information that is controlled under the provisions of 49 CFR Parts 15 and 1520. No part of this record may be disclosed without a "need to know", as defined in 49 CFR Parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action.

- 3.15.4 In accordance with Florida Statutes 119.071 (3) (b), building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency, are exempt from s. 119.07 and s. 24(a), Art. I of the State Constitution. This exemption applies to building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency before, on, or after the effective date of this act. Information made exempt by this paragraph may be disclosed to another governmental entity with prior approval by the Owner if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by an agency; or upon a showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information.
- 3.15.5 The Consultant shall comply with the financial disclosure requirements of Ordinance No. 77-13, as amended by having on file or filing within thirty (30) days of the execution of the Agreement one of the following with the Supervisor of the Miami-Dade County Elections Department, P.O. Box 521550, Miami, Fl. 33152-1550.
- A. A source of income statement
 - B. A current certified financial statement
 - C. A copy of the Consultant's Federal Income Tax Return
- 3.15.6 In addition to the above requirements in this sub-article, the Consultant agrees to abide by all Federal, State, and County procedures, as may be amended from time to time, by which the documents are handled, copied, and distributed which may include, but is not limited to:
- 3.15.6.1 Each employee of the consultant and sub-consultant(s) that will be involved in the Project, shall sign an agreement stating that they will not copy, duplicate, or distribute the documents unless authorized by the Owner as required in Article 3.14.4.

- 3.15.6.2 The Consultant and its sub-consultant(s) agree in writing that the project documents are to be kept and maintained in a secure location.
 - 3.15.6.3 Each set of the project documents is to be numbered and the whereabouts of the documents shall be tracked at all times.
 - 3.15.6.4 A log is developed to track each set of documents logging in the date, time, and name of the individual(s) that works on or views the documents.
- 3.16 STANDARD OF CARE: Notwithstanding anything to the contrary in this agreement or in any other contract document relating to the project, in performing its work under this contract Consultant shall perform its services to the standard of care of a reasonable architect or engineer that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Consultant.
- 3.17 OWNER REPRESENTATIVE: The Owner will assign a Project Manager to the Project coordinate all Owner responsibilities under this Agreement. All instructions from the Owner to the Consultant shall be issued by or through the Project Manager. The Consultant shall promptly inform the Project Manager in writing of any instructions received from others and of any other circumstances that arise that might affect the performance of the Services or of the Work.
- 3.18 SECURED AREAS/AIR OPERATIONS AREA (AOA)/SIDA/ STERILE AREAS SECURITY:
- 3.18.1 The Consultant acknowledges and accepts full responsibility for compliance with all applicable laws, rules and regulations including those of the Transportation Security Administration (TSA), Department of Homeland Security (DHS), Federal Aviation Administration (FAA), Customs and Border Protection (CBP), and MDAD as set forth from time to time relating to Contractor's activities at the Miami International Airport (MIA), or other Miami- Dade County airports.
 - 3.18.2 In order to maintain high levels of security at MIA, the Consultant must obtain MDAD photo identification badges for all the Consultant's employees working in the Secured/AOA/Security Identification Display Area (SIDA)/Sterile Areas or any other restricted areas of the Airport. MDAD issues two types of identification badges: photo identification badges and non-photo passes. All employees, except temporary workers (working less than two weeks), will be required to obtain photo identification badges and will be subject to Federal Bureau of Investigation (FBI) fingerprint-based Criminal History Records Check (CHRC). Temporary workers (working less than two weeks) will be issued non-photo passes. At no time will an employee bearing a non-photo identification badge be authorized in a secured MIA location without being escorted by an MDAD authorized Escort Authority that has been issued a badge

with an escort seal by the MDAD ID Section. No other individuals are allowed to escort under any circumstances.

- 3.18.3 The Consultant shall be responsible for requesting MDAD issue identification badges to all employees whom the Consultant requests be authorized access to the Secured/AOA/SIDA/Sterile Areas or any other restricted areas of the Airport and shall be responsible for the immediate reporting of all lost or stolen ID badges and the immediate return of the ID badges of all personnel transferred from Airport assignment, terminated from the employ of the Consultant, upon final acceptance of the Work, or termination of this Contract. The Consultant will be responsible for all fees associated with lost and unaccounted for badges or passes as well as the fee(s) for fingerprinting and ID issuance.
- 3.18.4 All employees of the Consultant, or Sub-consultants, who must work within MDAD Secured/AOA/SIDA/Sterile Areas or any other restricted areas at Miami International Airport shall be supplied with MDAD identification badges as specified above, which must be worn at all times while within the referenced areas. Badges shall be worn on outer garments above the waist so as to be clearly visible in order to distinguish, on sight, employees assigned to a particular contractor. MDAD issues the non-photo passes on a daily basis, not to exceed two weeks. In order to obtain a non-photo pass, the Consultant must submit a 48 Hour Advance Notification form with required information to the MDAD Security Division, ID Section, for all temporary workers requiring access to the MDAD Secured/AOA/SIDA/Sterile Areas or other restricted areas of the airport. Non-photo passes will not be issued to temporary workers who have failed a criminal history records check, are in possession of an expired work permit, and/or have an expired MDAD ID badge. Each employee must complete the SIDA training program conducted by MDAD and comply with all other TSA, DHS, CBP, FAA or MDAD requirements as specified by the MDAD at the time of application for the ID badge before an ID badge is issued. MDAD Security and Safety ID Section regularly provide SIDA Training.
- 3.18.5 Consultant Ramp Permits will be issued to the Consultant authorizing vehicle entrance to the Airfield Operations Area (AOA) through specified Miami-Dade Aviation Department guard gates for the term of any Project. These permits will be issued only for those vehicles (including vehicles belonging to the Sub-consultant) that must have access to the site during the performance of the Work. These permits will be only issued to company owned vehicles or to company leased vehicles (leased from a commercial leasing company). AOA decals, passes, or permits to operate within the Secured/AOA/SIDA will not be issued to privately owned or privately leased vehicles. All vehicles operating within the Secured/AOA/SIDA must have conspicuous company identification signs (minimum of three (3) inch lettering) displayed on both sides of the vehicle.

- 3.18.5.1 All vehicles operating within the Secured/AOA/SIDA must be provided with the Automobile Liability Insurance required elsewhere in these General Conditions. Proof of such insurance shall be provided to MDAD Airside Operations Division upon request.
- 3.18.6 Vehicles delivering materials to the site will be given temporary passes at the appropriate guard gate. Such vehicles shall not be permitted to operate within the Secured/AOA/SIDA without MDAD escort to be provided by MDAD's Operations Division. To obtain an escort, the Consultant shall notify MDAD Airside Operations Division in writing twenty-four (24) hours in advance of such need. These passes shall be surrendered upon leaving the Secured/AOA/SIDA. All vehicles shall be marked with company name to ensure positive identification at all times while in the Secured/AOASIDA.
- 3.18.7 Only Consultant management level staff and supervisors with pictured MDAD I.D. badges shall be allowed to operate a motor vehicle on the Secured/AOA/SIDA without MDAD escort except when operating a vehicle that requires a specialized license to operate (CDL). Such vehicles must be under MDAD Airside Operations escort when moving on the AOA unless said vehicle is operating in an approved MOT. The Consultant shall require such employee to have a current, valid, appropriate Florida driver's license and to attend and successfully complete the AOA Driver Training Course conducted periodically by the Department. The privilege of a person to operate a motor vehicle on the Secured/AOA/SIDA may be withdrawn by the Department due to violation of AOA driving rules, or loss of Florida driver's license, or other cause.
- 3.18.8 The Consultant agrees that its personnel, vehicles, cargo, goods, and other personal property are subject to being searched when attempting to enter, leave or while on the Secured/AOA/SIDA/Sterile Areas or other restricted areas of the airport. It is further agreed that the MDAD has the right to prohibit an individual, agent, or employee of the Consultant or Sub-consultant from entering the Secured/AOA/SIDA/Sterile Areas or other restricted areas, based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, aircraft sabotage, or other unlawful activities, including failure to comply with TSA, DHS, FAA, CBP, and MDAD SIDA/access control policies, rules, and regulations. Any person denied access to the Secured/AOA/SIDA/Sterile areas or other restricted areas of the airport or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a review hearing before the Director or his/her authorized designee within a reasonable time. Prior to such hearing, the person denied access to the Secured/AOA/SIDA/Sterile Areas or other restricted areas of the airport shall be advised, in writing, of the reasons for such denial.

- 3.18.8.1 The Consultant acknowledges and understands that these provisions are for the protection of all users of the Secured/AOA/SIDA/Sterile Areas and are intended to reduce the incidence of terrorism, thefts, cargo tampering, aircraft sabotage, and other unlawful activities at the Airport and to maximize compliance with TSA, DHS, CBP, FAA, and MDAD access control policies and procedures.
- 3.18.9 The Consultant understands and agrees that vehicle and equipment shall not be parked/stored on the Secured/AOA/SIDA in areas not designated or authorized by MDAD nor in any manner contrary to any posted regulatory signs, traffic control devices, or pavement markings.
- 3.18.10 The Consultant understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by the various Federal Inspection Services agencies may be subject to the consent and approval of such agencies. Persons not approved or consented to by the Federal Inspection Services agencies shall not be employed by the Consultant in areas under the jurisdiction or control of such agencies. Persons not approved or consented to by the Federal Inspection Services agencies who enter such areas are subject to fines, which shall be borne entirely by the persons and/or the Consultant.
- 3.18.11 Notwithstanding, the specific provisions of this Section, the Owner shall have the right to add to, amend, or delete any portion hereof in order to meet reasonable security requirements of MDAD or of the TSA/DHS/ CBP/FAA.
- 3.18.12 The Consultant shall ensure that all employees so required participate in such safety, security, and other training and instructional programs, as MDAD or appropriate Federal agencies may from time to time require.
- 3.18.13 The Consultant agrees that it will include in all contracts and subcontracts with its MIA Sub-consultants, service providers, and suppliers an obligation by such parties to comply with all security requirements applicable to their operations at the Airport. The Consultant agrees that in addition to all remedies, penalties, and sanctions that may be imposed by TSA, DHS, CBP, FAA, or the MDAD upon the Consultant's Sub-consultants, suppliers, and their individual employees for a violation of applicable security provisions, the Consultant shall be responsible to the Owner for all such violations and shall indemnify and hold the Owner harmless for all costs, fines and penalties arising there from, such costs to include reasonable attorneys' fees.
- 3.18.14 In addition to the foregoing, the Consultant shall be required to comply with the U.S. Customs and Border Protection (CBP) requirements for obtaining CBP seals for those Consultant employees that will be involved within the CBP/FIS environment at MIA. The Consultant shall be responsible for all related fees for required bonding, fingerprinting, and background investigations of Consultant personnel.

- 3.18.15 The employee(s) of the Consultant shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The Consultant shall provide employee(s) competent and physically capable of performing the Work as required. The County may require the Consultant to remove any employee it deems unacceptable.
- 3.19 NON-EXCLUSIVITY: Notwithstanding any provision of this Non-Exclusive Agreement, the Owner is not precluded from retaining or utilizing any other Architect, Engineer, Design Professional, or other consultant to perform any incidental Basic Services, Additional Services, or other Professional Services within the contract limits defined in the agreement. The Consultant shall have no claim against the County as a result of the County, electing to retain or utilize such other Architect, Engineer, Design Professional, or other consultant to perform any such incidental Services.
- 3.20 CONTINUED ENGAGEMENT OF CRITICAL PERSONNEL: In accordance with County Resolution No. R-744-00, the Consultant shall identify in Exhibit 2, attached hereto and made a part hereof, the specific technical or professional personnel to perform the necessary services under this Agreement. Such personnel shall not be replaced except when the Owner determines, in its discretion, that the proposed replacement personnel have equal or greater qualifications or capabilities to perform the necessary services.
- 3.21 CONSULTANT RESPONSIBILITY:
- 3.21.1 The Consultant is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all work required under the Agreement (including the work performed by Sub-consultants), within the specified time period and specified cost. The Consultant shall perform the work utilizing the skill, knowledge, and judgment ordinarily possessed and used by a proficient consulting Consultant with respect to the disciplines required for the performance of the work in the State of Florida. The Consultant is responsible for, and represents that the work conforms to, the Owner's requirements as set forth in the Agreement. The Consultant shall be and remain liable to the Owner for all damages in accordance with applicable law caused by any failure of the Consultant or its Sub-consultants to comply with the terms and conditions of the Agreement or by the Consultant's or Sub-consultants' misconduct, unlawful acts, negligent acts, errors, or omissions in the performance of the Agreement. The A/E is responsible for the performance of work by Sub-consultants and in approving and accepting such work, require the professional quality, completeness, and coordination of Sub-consultant's work.
- 3.22 CONSULTANT PERFORMANCE EVALUATION In accordance with Administrative Order 3-39 entitled "Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders, and Reporting", the Consultant is advised that a performance evaluation of the services rendered throughout this Agreement will be completed by the Owner and kept in Miami-Dade County files for evaluation of future solicitations.

- 3.23 ENTIRETY OF AGREEMENT: This Agreement represents the entire and integrated Agreement between the Owner and the Consultant and supersedes all prior negotiations, representations, or agreements between the parties hereto, either written or oral, pertaining to the Project(s). This Agreement shall not be amended except by written Amendment.
- 3.24 PROMPT PAYMENT: It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.10.4.01, of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be fourteen (14) calendar days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County 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 or the Public Health Trust.
- 3.25 CERTIFICATION OF WAGE RATES: In accordance with Florida Statute 287.055, 5(a), the Consultant firm hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided are accurate, complete and current as of the date of this Agreement. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the County shall determine that the contract price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such contract compensation adjustments shall be made within one (1) year from the date of final billing or acceptance of the work by the County, or one (1) following the end of the contract, whichever is later.
- 3.26 ETHICS COMMISSION: Pursuant to Section 2-11.1(y) of the Code of Miami-Dade County, The 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. Jurisdiction of the Ethics Commission shall automatically extend to Commissioners, the Mayor, autonomous personnel, quasi-judicial personnel, departmental personnel, employees, contract staff, advisory personnel, immediate family, lobbyists as defined in subsections (b) and (s) who are required to comply with the Conflict of Interest and Code of Ethics Ordinance; and any other person required to comply with the Conflict of Interest and Code of Ethics Ordinance including, but not limited to, contractors, consultants and vendors. In the event that the Ethics Commission does not assume jurisdiction as provided in the preceding sentence, the Ethics Commission may refer the complaint to the State Attorney for appropriate action. Notwithstanding the foregoing, the Ethics Commission shall not have jurisdiction to consider an alleged violation of subsection (c) if the requirements of subsection (c) have been waived for a particular transaction as provided therein. The term "contract staff" shall mean any employee and/or principal of an independent contractor, subcontractor (of any tier), consultant or sub-consultant (of any tier), designated in a contract with the County as a person who shall be

required to comply with the provisions of Subsections 2- 11.1(g), (h), (j), (l), (m), (n) and (o) of the Conflict of Interest and Code of Ethics Ordinance. Prior to determining whether to designate a person as contract staff in a RFP, RFQ, bid or contract, the Mayor or his or her designee shall seek a recommendation from the Executive Director of the Ethics Commission. The Consultant must provide the Ethics Commission with a written report regarding its compliance with any restriction contained in the advisory opinion issued by the Ethics Commission to the Contractor, sub-consultants, or team members within ninety (90) days of each task assignment. The report must be submitted to the Executive Director, Commission on Ethics and Public Trust at 19 West Flagler St., Suite 207, Miami, Florida 33130.

- 3.27 **TRUTH IN NEGOTIATION:** Pursuant to A.O. 3-39 and Florida Statutes Chapter 287.055 5(a): For all lump sum costs or costs plus a fixed fee contract in which a fee will exceed One Ninety-Five Thousand Dollars (\$195,000; 287.017 – category four), the County will require the firm receiving the award to execute a Truth-In-Negotiation Certificate as required by Chapter 287, Florida Statutes.
- 3.28 **SUSTAINABLE BUILDINGS PROGRAM:** Projects shall comply with Implementing Order 8-8, Sustainable Buildings Program.
- 3.29 **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY):** Consultant is required to enroll in the United States Citizenship and Immigration Services E-Verify system, and to utilize that system to verify the employment eligibility of all persons performing work for the Consultant under this Agreement. Consultant shall incorporate this requirement into all of its subcontracts as well.
- 3.30 **ENERGY PERFORMANCE (EPact):** Pursuant to R-740-08, A/E (Consultant) agrees to the following terms and conditions of engagement if awarded the Agreement for the work described herein: (1) [Miami-Dade County reserves the right to designate any eligible entity as the "Designer" of the energy efficient improvements incorporated in this Project for the purposes of allocating accelerated depreciation benefits pursuant to Section 179D of the Internal Revenue Code of 1986, as amended (the "Code"); (2) if Miami-Dade County determines that A/E (Consultant) shall receive accelerated depreciation benefits as a "Designer" for the purposes of Section 179D of the Code or that A/E (Consultant) shall otherwise benefit financially from the monetization of the accelerated depreciation benefit, A/E (Consultant) shall agree to discount its Agreement price or provide a cash rebate to Miami-Dade County. The determination of rebate versus discount shall be determined by Miami-Dade County at its sole discretion. The amount of the incremental financial benefit realized by A/E (Consultant) as a result of the accelerated depreciation benefit or the monetization thereof, such actual percentage shall be negotiated in good faith by Miami-Dade County at the time the financial benefit to A/E (Consultant) becomes ascertainable; (3) Miami-Dade County reserves the right to retain a third party consultant ("EP ACT Consultant") to manage and administer the process of obtaining and monetizing the accelerated depreciation benefit derived from the Project and to designate the Energy Efficiency Consultant as the "Designer" of the energy efficient improvements for the purposes of Section 179D of the Code; and (4) A/E (Consultant) agrees to cooperate in all

reasonable respects with the Energy Efficiency Consultant's efforts to obtain and monetize any such benefits derived from the Project on behalf of Miami-Dade County.

The County shall have no obligation to designate any entity "the Designer", to pursue such benefits on behalf of A/E (Consultant), or to cooperate with A/E (Consultant) in securing these benefits.

- 3.31 AMERICANS WITH DISABILITIES ACT (ADA) STANDARDS: The design of this project shall meet the standards delineated in the 2010 ADA Standards for Accessible Design.
- 3.32 ACCOUNTS RECEIVABLE ADJUSTMENTS: In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Consultant to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Consultant under this Contract. Such retained amount shall be applied to the amount owed by the Consultant to the County. The Consultant shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Consultant for the applicable payment due herein.
- 3.33 ASPIRATIONAL POLICY REGARDING DIVERSITY: Pursuant to Resolution No. R-1106-15 Miami-Dade County vendors are encouraged to utilize a diverse workforce that is reflective of the racial, gender and ethnic diversity of Miami-Dade County and employ locally based small firms and employees from the communities where work is being performed in their performance of work for the County. This policy shall not be a condition of contracting with the County, nor will it be a factor in the evaluation of solicitations unless permitted by law.

ARTICLE 4

SERVICES TO BE PERFORMED

4.1 ASSIGNMENT OF WORK BY OWNER: The Consultant shall be issued Service Orders as the need for Services arises. The Service Order shall cover in detail the scope, time for completion, and the compensation for the work to be accomplished. No Services under this Agreement shall be performed by the Consultant prior to the receipt of an appropriate Service Order. The Consultant is not entitled to any amount of work or fees under this Agreement.

4.1.1 Upon request by the Owner and prior to the issuance of a Service Order, the Consultant shall submit a proposal based on the represented scope of work requested by the Owner. The Owner shall confer with the Consultant before any Service Order is issued to discuss and agree upon the scope, time for completion, and maximum fee for Services to be rendered pursuant to the Service Order. No payment shall be made for the Consultant's time or services in connection with the preparation of any such proposal. Upon agreement by the Owner and the Consultant on the scope of services, time of completion, and maximum fee, the Owner shall issue a Service Order to perform the work.

4.1.2 The proposal that the Consultant submits shall, as a minimum, include:

- a. The number of personnel for each job classification to be used for the requested scope of services. Job classifications and descriptions shall be limited to those listed in Sub-article 7.6.5, Job Classifications and Maximum Raw Rates and Exhibit 3, Job Classification Descriptions, of this Agreement. Other job classifications may be proposed where other disciplines are required. For any other job classifications proposed for a particular assignment, the Consultant shall submit a classification description and a justification for needing the additional classification(s). Such other classifications shall only be authorized by Service Order. The use of or rejection of such other job classifications shall be at the sole discretion of the Owner.
- b. The current and/or proposed wage rate for all personnel proposed. Wage rates may not exceed the maximum specified for the particular classification as provided in Sub-article 7.6.5, Job Classifications and Maximum Raw Rates.
- c. The estimated number of hours for each individual proposed.
- d. A sub-total of the total wages to be paid each proposed individual (current proposed wage rate multiplied by the estimated number of hours) and a total to be paid to the Consultant for each individual (sub-total multiplied by the Direct Labor Multiplier). These individual totals shall be summed to show

the total personnel costs being proposed by the Consultant for the indicated scope of work.

4.2 SUMMARY OF SERVICES:

The services to be provided by the Consultant will be related to and be used in association with current and future projects in planning, design, and construction, such projects being a part of the Airport's Capital Improvement Program (CIP). The services include all services which the Bond Engineer is obligated to provide or perform pursuant to Miami-Dade Aviation Department's Amended and Restated Trust Agreement. The services may include, but are not limited to the following:

A. Bond Engineering Services:

1. Issuance of Bonds for Additional Improvement or Project (as per Trust Agreement Section 210.)

- a. Provide signed statement certifying that the construction or acquisition of the improvement or project described in the resolution authorizing the issuance of such bonds is, in their opinion, necessary to place or maintain the Port Authority Properties in proper condition for the safe, efficient, and economic operation or to preserve, extend, increase or improve, the service, rendered by the Port Authority Properties, and given their estimate of the total cost of the improvements or project or portions thereof (including a reserve for contingencies), to be financed in whole or in part by the issuance of such bonds.
- b. Provide estimate of total cost for project including contingency.
- c. Provide estimated date of when project will be in operation.
- d. Certify that the amount of the project in total or in part being paid out of bonds is required.
- e. Review airport facility drawings and specifications for consistency with facility requirements and relevant with Miami-Dade Aviation Department's long-range plan.

2. Acquisition and Construction (as per Trust Agreement section 702.)

- a. Review and approve drawings and specifications before the start of construction.
- b. Assist with the review of bid documents, contract award recommendations and approve construction contracts.

3. Requisitions on Construction Fund (as per Trust Agreement Section 407)

- a. Certify requisitions for payments out of construction funds to Authority and

Trustee.

4. Certificate after Completion of Improvement: Disposition of Balance in Construction Fund (as per Trust Agreement Section 411)
 - a. Approve certificate of completion at the end of each project and reconcile remaining project cost.
5. Issuance of Revenue Refunding Bonds to Refund Other Obligations (as per Trust Agreement Section 212)
 - a. Provide estimates of the deposits to be made to the credit of the Reserve Maintenance Fund in each of the five (5) fiscal years immediately following the delivery of such bonds.
 - b. Provide signed statement to the Trustee needed in revenue refunding bonds authentication on payments for refunding other obligations from the airport revenues.
6. Insurance Program (as per Trust Agreement Section 706)
 - a. Review and recommend use of proceeds from Insurance Claims related to bond funded projects.
7. Limitation on Construction (as per Trust Agreement Section 707)
 - a. In case of use of revenue funds on construction, certify that project will not impact operations and/or impact bondholders' rights.
8. Funds and Accounts of County (as per Trust Agreement Section 708)
 - a. Keep track and copies of revised rates and charges and annual report of operations of the Port Authority Properties.

B. Annual Inspection and Report:

1. Employment and Duties of Consulting Engineers (as per Trust Agreement Section 705 and 503)
 - a. Inspect Airport facilities, note conditions of facilities, note deficiencies.
 - b. Prepare the annual bond engineer report, which includes providing recommendations, cost estimates and the approximate time required for the fixes.
 - c. Provide recommendation as to the amount that should be deposited for the fiscal year in the reserve maintenance fund.

C. Support Services:

The Respondent shall provide professional services for any other supportive tasks ancillary to the primary scope of services. The services will be directed, coordinated and performed upon request of the MDAD and may include but not limited to:

- a. Pavement Management System Assistance: Provide staff and field services for administration, observations, task order preparation, rubber and stripe removal, and provide information for future pavement repairs.
- b. Reviews and Support Services for non-bonded projects: Provide technical review services of construction documents to assist with compliance with the Department's design guidelines, procedures, manuals, life

safety master plans, as well as the applicable codes, statutes, ordinances, regulations and standards. Assist MDAD to identify deficiencies in documents and verify resolution(s) on revised construction documents. Provide drawing reviews and resolve review comments.

c. Passenger Boarding Bridge (PBB) Engineering and Procurement Support: Engineering support for the replacement, refurbishment and/or relocation of existing PBB inventory and any other support services related to the procurement and maintenance of PBBs.

d. Architectural/Engineering Support and Assistance: Conduct building assessment, provide specialty Inspections Reports, Studies and Building Recertification.

e. Commissioning Guidelines Manual Update: Provide architectural and engineering assistance and support as required for the update of the Commissioning Guidelines Manual.

f. Design Guidelines Update: Provide support services for the review and update of the Design Guidelines Manual for technical content and compliance with applicable codes, standards and local ordinances.

g. Scheduling services and/or claim analysis.

h. Estimating Services

4.3 PERSONNEL:

4.3.1 The Consultant shall recruit, screen, and employ such full-time and part-time personnel as needed by the Owner under the terms of this Agreement. The Consultant shall supply competent employees. The Owner shall have the right to approve qualifications of personnel to be employed in the designated job classifications as described in Exhibit 3, Job Classification Descriptions.

4.3.2 Consultant's on-site employees shall not engage in any type of activities for the provision of services outlined in this Agreement to entities other than MDAD while assigned to perform Services under this Agreement. The employees shall be dedicated totally and solely to the fulfillment of the Consultant's obligations at the Airport required by this Agreement during said working hours.

4.3.3 The Consultant is precluded from participation in any team recommended for award for any related capital improvement project (CIP) project at any MDAD facility.

Subconsultants of the Consultant awarded under this Agreement may compete to participate in a related future CIP project as a Prime or Subconsultant not being

managed by their respective team under this Agreement.

4.3.4 Consultant shall include Section 4.3 language in its sub-consultant contracts and shall be responsible for compliance.

4.3.5 In the event that the Owner determines, through the course of services, that an employee of the Consultant or sub-consultant employee is uncooperative, fails to perform the work in a fully satisfactory manner, lacks the knowledge, ability, experience, or expertise necessary to perform the services in an efficient and competent manner, then the Owner will notify the Consultant in writing. In response, the Consultant shall take immediate action and provide a qualified replacement acceptable to the Owner within sixty (60) working days.

4.4. HOURS OF OPERATION: As required by Service Order, the Consultant shall staff and operate a project office at the assigned offices at Miami International Airport where Services shall normally be performed, unless otherwise approved by Service Order.

4.5. MONTHLY REPORTS: On a monthly basis, the Consultant shall provide the Owner a concise summary report describing the Services accomplished during the reporting period for all current and not yet completed service orders. Services forecasted to be completed during the next reporting period and a summary of problem areas and planned corrective action.

ARTICLE 5

REIMBURSABLE EXPENSES

The following activities and entities may be considered as Reimbursable Expenses under this Agreement. Any Reimbursable Expenses shall be approved by the Owner in advance and authorized by a Service Order. Unless otherwise specifically authorized by Service Order, Reimbursable Expenses shall include but not be limited to:

- 5.1 Sub-consultants not included as part of the original Consultants team, when recommended by the Consultant, and approved by the Owner in writing, and when in the opinion of the Consultant, said Sub-consultant services are necessary of the accomplishment of the Services.
- 5.2 In the event the Consultant is assigned a project within the Customs area and the Consultant is required to obtain an Airport Customs Security Bond, the Department shall reimburse the Consultant the cost of the premium for such bond, as substantiated by the invoice.
- 5.3 All printing and reproduction costs required under Basic Services outlined in each Service Order. Such costs will be reimbursed at the same rate paid by the Owner to its vendors. Printing costs for internal coordination, reviews, and other in-house uses will not be reimbursed.
- 5.4 Living and traveling expenses of employees and principals, when away from Miami-Dade County on business in conjunction with authorized Additional Services, as limited by Miami-Dade County Administrative Order No. 6-1, "Travel on County Business" and County Resolution No. R-1345-03. For purpose of this Agreement, all personnel are assumed to be residents of Miami-Dade County and all travel would originate in Miami-Dade County. Records must include employee name, dates, points of travel, mileage rate, lodging, and meals.
- 5.5 Fees paid to the certifying body for LEED project registration and certification will be reimbursed at the Green Building Certification Institute (GBCI) member rates. All LEED expedited project reviews will be approved in advance by the Owner.
- 5.6 Software license fees for license obtained under the Owner's name will be reimbursed.
- 5.7 All expenses for vehicles and equipment used in performing services.
- 5.8 Items not listed above shall be reviewed on a case-by-case basis and shall require approval in advance by the Director or Director's designee.

ARTICLE 6

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

- 6.1 **EQUAL EMPLOYMENT OPPORTUNITY:** The Consultant shall not discriminate against any employee or applicant for employment because of race, color, national origin, religion, ancestry, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression or status as victim of domestic violence, dating violence or stalking, nor in accordance with the Americans with Disabilities Act, discriminate against any otherwise qualified employees or applicants for employment with disabilities who can perform the essential functions of the job with or without reasonable accommodation. The Consultant shall take affirmative actions to ensure that applicants are employed and that employees are treated during their employment without regard to race, color, national origin, religion, ancestry, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression or status as victim of domestic violence, dating violence or stalking. Such actions include, but are not limited to, the following: Employment, upgrading, transfer or demotion, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the County setting forth the provisions of this Equal Employment Opportunity clause. The Architect/ Engineer shall comply with all applicable provisions of the Civil Rights Act of 1964, Executive Order 11246 of September 24, 1965, as amended by Executive order 11375, revised Order No. 4 of December 1, 1971, as amended, and the Americans with Disabilities Act. The Age Discrimination in Employment Act effective June 12, 1968, the rules, regulations and relevant orders of the Secretary of Labor, Florida Statutes 112.041, 112.042, 112.043 and Miami-Dade County Code Section 11A1 through 13A1, Articles 3 and 4.

The Consultant shall assign responsibility to one of its officials to develop procedures that will ensure that the policies of Equal Employment Opportunity and Affirmative Action are understood and implemented.

- 6.2 **NONDISCRIMINATORY ACCESS TO PREMISES AND SERVICES:** The Consultant, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant that: (1) no person on the grounds of race, color, national origin, religion, ancestry, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression or status as victim of domestic violence, dating violence or stalking shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the premises, including the construction of any improvements, or services provided the Consultant; (2) that the Consultant shall use the Airport in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be

amended; (3) the Consultant shall use the premises in compliance with all other requirements imposed by or pursuant to the enforceable regulations of the Department of Transportation as amended from time to time; and (4) the Consultant shall obligate their sub-consultants to the same nondiscrimination requirements imposed on the Consultant and assure said requirements are included in those sub-agreements.

6.3 BREACH OF NONDISCRIMINATION COVENANTS: In the event it has been determined that the Consultant has breached any enforceable nondiscrimination covenants contained in Section 6.1 Equal Employment Opportunity and Section 6.2 Nondiscriminatory Access to Premises and Services above, pursuant to the complaint procedures contained in the applicable Federal regulations, and the Consultant fails to comply with the sanctions and/or remedies which have been prescribed, the County shall have the right to terminate this Agreement pursuant to the Termination of Agreement section hereof.

6.4 NONDISCRIMINATION: During the performance of this Agreement, the Consultant agrees as follows: The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, religion, ancestry, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression or status as victim of domestic violence, dating violence or stalking. The Consultant shall furnish all information and reports required by Executive order 11246 of September 24, 1965, as amended by Executive order 11375 and by rules, regulations, and orders of the Secretary of labor, or pursuant thereto, and will permit access to Consultant books, records, accounts by the County and Compliance Review Agencies for purposes of investigation to ascertain by the compliance with such rules, regulations, and orders. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, and orders, this Agreement may be cancelled, terminated, or suspended in whole or in part in accordance with the Termination of Agreement section hereof and the Consultant may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11375 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 as amended or by rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

The Consultant will include Section 6.1 Equal Employment Opportunity and Section 6.2 Nondiscriminatory Access to Premises and Services of this Article in Consultant sub-contracts in excess of \$10,000.00, unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, so that such provisions will be binding upon each sub-consultant.

The Consultant shall take such action with respect to any subcontract as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event the Consultant becomes involved in, or is threatened

with, litigation with a sub-consultant as the result of such direction by the County or by the United States, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

- 6.5 **DISABILITY NONDISCRIMINATION AFFIDAVIT:** By entering into this Agreement with the County and signing the Disability Nondiscrimination Affidavit, the Consultant attests that 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 Consultant or any owner, subsidiary or other firm affiliated with or related to the Consultant is found by the responsible enforcement officer of the Courts or the County to be in violation of the Act or the Resolution, such violation shall render this Contract terminable in accordance with the Termination of Agreement section hereof. This Contract shall be void if the Consultant submits a false affidavit pursuant to this Resolution or the Consultant violated the Act or the Resolution during the term of this Contract, even if the Consultant was not in violation at the time it submitted its affidavit.
- 6.6 **NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY:**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade:

39.5%

Goals for female participation in each trade:

6.9%

These goals are applicable to all of the contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith

effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is **Miami-Dade County**

6.7 CONTRACT MEASURES: Not Used

ARTICLE 7

COMPENSATION FOR SERVICES

The Owner agrees to pay to the Consultant and the Consultant agrees to accept for all Services rendered pursuant to this Agreement, the amounts determined in accordance with this Article. No payment will be made to the Consultant for work performed without a Service Order.

All allocations of money among Services, Reimbursable Expenses and Dedicated Services are for budgetary purposes only. The County, in issuing service orders, may transfer monies between service categories without restraint, subject to the overall contract allocation for this Agreement. The Consultant agrees that all such services can be provided within the awarded amount of this Agreement.

- 7.1 TOTAL AUTHORIZED AMOUNT FOR THIS AGREEMENT: The Total Authorized Amount including the Contingency Allowance Accounts, Inspector General Account for the Term of this Agreement is **Ninety Five Million Fifty Three Thousand Six Hundred Forty One Dollars (\$95,053,641.00)**. The Owner retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this authorized agreement amount remains the property of the Owner.
- 7.2 COMPENSATION FOR SERVICES: Unless otherwise authorized by Amendment to this Agreement, payments to the Consultant for Services and Reimbursable Expenses performed during the Term of this Agreement shall be a not to exceed amount of **Eighty Six Million One Hundred Ninety Six Thousand Nine Hundred Nine Dollars (\$86,196,909.00)**. This fee includes all salaries, overhead and profit, non-travel related expenses, and all other costs associated with this project not otherwise payable from a Dedicated Services Allowance Account.
- 7.2.1 The Consultant's operations shall be based on a negotiated and approved budget prior to the beginning of each fiscal year of the County ("Annual Operating Budget"), that being, October 1, YEAR through September 30, YEAR. During the initial start-up, compensation shall be based on a three (3) month period from the Effective Date of this Agreement. The budget for the year of the agreement assumes the scaling down and completion of the operations of the Consultant to coincide with the projected substantial completion date of the CIP.
- 7.2.2 Recognizing that the staffing needs of the Department may change, the Consultant shall submit annually, but no later than March 1 of the year or in accordance with a schedule to be published by the Department, an annual operating budget for the next fiscal year of the County. The annual operating budget is to be prepared in accordance with instructions from the Department. The annual operating budget shall reflect the projections of the Consultant as to monthly and annual totals for each major financial account and line item. It shall be presented in a monthly format with comparisons with the prior year and the current year budget

and actual. Said submitted annual operating budget shall be subject to approval by the Department. This information shall include, but is not limited to the following:

7.2.2.1 The total number of employees of the Consultant and its sub-consultants;

7.2.2.2 Classification title and job description of each position to be performed by the employees of the Consultant and sub-consultants hereunder;

7.2.2.3 The number of employees who will be performing each job classification hereunder;

7.2.2.4 The hours to be worked on a monthly basis by each employee;

7.2.2.5 The Direct Salaries to be paid to each employee hereunder; and,

7.2.2.6 Project Base Annual Salary increases according to this Agreement.

7.3 COMPENSATION FOR RENEWAL OPTIONS: Not Used

7.4 CONTINGENCY ALLOWANCE ACCOUNTS:

7.4.1 MAXIMUM PAYABLE FEE FOR THE DEDICATED SERVICES ALLOWANCE ACCOUNT: The aggregate sum of all payments to the Consultant for dedicated services payable for Specialty Consultant Services pursuant to Sub-article 4.2.9 of this Agreement shall not exceed **Eight Million Six Hundred Nineteen Thousand Six Hundred Ninety One Dollars (\$8,619,691.00)** for the Term of this Agreement. Any portion of this sum for which payment is not authorized in writing by the Project Manager shall remain the property of Owner.

7.5 MAXIMUM PAYABLE FOR REIMBURSABLE EXPENSES: The aggregate sum of all payments to the Consultant for Reimbursable Expenses are included in Sub-article 7.2 and during the Term of this Agreement.

7.6 PAYMENT FOR SERVICES: The fee for Services authorized in accordance with this Agreement shall be computed by one of the following methods as mutually agreed to by the Owner and the Consultant:

7.6.1 Fixed lump sum: Under this compensation basis, the Consultant agrees to perform specifically described services for an agreed fixed dollar amount of compensation.

7.6.2 Direct labor multiplier: Under this compensation basis, the Consultant is compensated for the time of personnel engaged directly in performing Services under this Agreement. The compensation to be paid shall consist of the Direct Salaries of such personnel, as reported to the Director of the United States Internal

Revenue Services, times a direct labor multiplier. A not-to-exceed cap for the total fee for assignments given under this compensation basis shall be established prior to the issuance of a Service Order.

- 7.6.3 Compensation for authorized overtime services must be approved in writing by the Owner prior to incurring overtime charges. For Employees that are salaried and are not required to be paid at time and one half for work over 40 hours. The following formula will be utilized for calculating overtime for salaried employees: Forty (40) hours multiplied by the base pay rate (\$) multiplied by the appropriate multiple (M) based on whether the Services are Additional or Work Site; plus, Hours Worked Beyond Forty (40) Hours During Week (Hrs) multiplied by the pay rate (\$) multiplied by 1.1. Using conventions contained in Microsoft Excel, the equation for this would be:

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

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

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

EXAMPLE

Hours worked during week = 50

Pay rate = \$30/hr.

Multiplier = 2.65

$$(40*30*2.65) + (10*30*1.1) = 3180+330 = \$3510 \text{ or}$$

EXAMPLE

Hours worked during week = 50

Pay rate = \$30/hr.

Multiplier = 2.65

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

- 7.6.4 Compensation for Principal(s) in Charge, shall be at the flat rate without application of any multiplier as provided in the table listed in Sub-article 7.6.5. When performing services in another job classification, Principal(s) in Charge shall be paid within the pay range for working in that particular job classification.

Principal(s) in Charge to be paid this rate is listed by name in Exhibit 1, attached to this Agreement.

7.6.5 Compensation for all personnel shall be a direct labor multiplier of 2.85 times Direct Salaries. Unless otherwise changed as provided for hereinafter, the maximum rate of compensation for personnel (**excluding the multiple of direct salary**) shall be in accordance with the table below, Job Classifications and Maximum Raw Rates. If the Consultant elects to pay more than the rates listed below, the County is only liable to pay the rates below.

JOB CLASSIFICATIONS	MAXIMUM FLAT RATES
Principal in Charge	*\$200.00
JOB CLASSIFICATIONS	MAXIMUM RAW RATES
Bond Engineer Program Manager	\$110.00
Deputy Program Manager	\$97.00
Senior Project Manager	\$84.00
Project Business Manager	\$70.00
Project Manager	\$70.00
Senior Scheduler	\$66.00
Engineer(Registered)	\$65.00
Architect (Registered)	\$65.00
Project Construction Engineer	\$63.00
Contracts Support Manager	\$60.00
Assistant Project Manager	\$55.00
Staff Engineer	\$55.00
Staff Architect	\$55.00
Environmental Scientist	\$52.00
Accounting Manager	\$50.00
Document Controls Specialist	\$38.00
CADD Operator	\$35.00
Accountant	\$35.00
Clerical Administrative Support	\$35.00

***Hourly Flat Rate**

Any other classifications, including Subject Matter Experts and Specialty Consultants that may be used during the course of performing the Services and the hourly or flat rate for such classifications shall only be authorized by Service Order which may be by lump sum.

7.6.6 The rates specified in the table above may be adjusted annually by the lower of either the percentage increase in the Consumer Price Index (CPI) for the Miami urban area or the cost-of-living adjustment for the County non-union bargaining

unit. The CPI adjustment is based on the percentage change of the CPI for the most recent month to the CPI of the 12 previous months but cannot exceed 5% for each rate.

7.6.7 Consultant shall not invoice the Owner for charges for office, rent or overhead expenses of any kind, including but not limited to, insurance, local telephone and utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, incidental reproduction of drawings and/or specification, mailing, stenographic, clerical, nor shall it invoice for other employee time or travel and subsistence not directly related to the Services. The direct labor multiplier factor set forth above shall cover all such costs pertinent to the Services for personnel.

7.7 INVOICES AND METHODS OF PAYMENT: The Consultant shall submit monthly to the Project Manager, two (2) copies of a duly certified invoice for payments stating that the Services have been performed per this Agreement. A copy of the applicable Service Order shall accompany the original copy of the invoice. Invoices shall include the names, classification, salary rate per hour, hours worked, and total charge for all personnel directly engaged on the project. Additional format requirements, content and submittal date of the invoice shall be as specified by the Project Manager. The Owner shall make payment in accordance with the provisions of Chapter 218 of the Florida Statutes. However, the Owner may reject the invoice in whole or in part. If rejected, the Owner shall notify the Consultant in writing specifying the deficiencies and corrective action required. If the Owner rejects only a part of the invoice, the Owner shall pay the undisputed portion of the invoice on a timely basis. Rejected or partially rejected invoices shall be corrected by the Consultant and resubmitted to the Project Manager for payment. Resubmitted partially rejected invoices shall separately indicate the previously undisputed amount of the invoice.

7.8 PAYMENT FOR TERMINATED, SUSPENDED, OR ABANDONED SERVICES: In the event of termination or suspension of the Services or abandonment of the Agreement, the Consultant shall be compensated as provided for below.

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

7.8.2 For Services partially completed and satisfactorily performed prior to receipt by the Consultant of notice of termination, abandonment, or suspension, the Consultant shall be compensated on the basis of payment in the same manner as would have been required had such action not occurred, adjusted to the level of the completed portion of the Service. A claim by the Consultant for compensation shall be supported by such data as the Owner may reasonably require. In no case shall fees for partially completed Services exceed the fees that would have been paid for such Services had they not been terminated, abandoned, or suspended.

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

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

7.9 PAYMENT FOR SUB-CONSULTANTS: Sub-consultants, other than those that are a part of its project team, may be employed by the Consultant to perform any or all requested Services when in the opinion of the Consultant said sub-consultant services are necessary for the accomplishment of the Services. The Consultant shall obtain Owner's approval of the use of and the fees for such sub-consultants prior to commencing such work. Verification of the work performed by such sub-consultant(s) shall be the sole responsibility of the Consultant. Any Consultant's use of sub-consultants will not affect any NTE amount.

A. All payments to sub-consultant(s) employed for the performance of Services shall be the sole responsibility of the Consultant. The Consultant shall, upon receipt of progress and/or final billing(s) from such sub-consultant(s) for Services satisfactorily performed, incorporate such billing(s) in the manner and to the extent appropriate to the applicable payment basis(es) in the next following invoice submitted by the Consultant to the Owner. The Consultant shall not submit invoices that include charges for Services by sub-consultant(s), unless such Services have been performed satisfactorily and the charges are, in the opinion of the Consultant, payable to such sub-consultant(s). The Consultant shall make all payments to such sub-consultant(s) promptly following receipt by Consultant of corresponding payment from the Owner. Prior to any payments to sub-consultant(s), the Consultant shall, if requested by the Project Manager, furnish to the Owner a copy of the agreement(s) providing for such payments.

B. All pay compensation rates to sub-consultants authorized by the Owner shall not exceed those rates identified in Sub-article 7.6.5, unless otherwise approved in advance by the Owner.

7.10 SUB-CONTRACTOR/SUB-CONSULTANT REPORTING: Pursuant to Sections 2-8.1 and 10.34 of the Code of Miami-Dade County, the Consultant must report to the County the race, gender, and ethnic origin of the owners and employees of its first tier sub-contractors/sub-consultants via the Business Management Workforce System (BMWS) at <http://mdcsbd.gob2g.com>. The race, gender, and ethnic information must be submitted via BMWS as soon as reasonably available and, in any event, prior to final payment under the contract. The Consultant shall not change or substitute first tier sub-contractors/sub-consultants or direct suppliers or the portions of the contract work to be performed or

materials to be supplied from those identified except upon written approval of the County. Additionally, in accordance with Section 2-8.8 of the Code, as a condition of final payment under a contract, the Consultant shall identify sub-contractors/sub-consultants used in the work, the amount of each sub-contract, and the amount paid and to be paid to each sub-contractor/sub-consultant via BMWS. The Consultant shall be responsible for reporting all payments to sub-contractors, and sub-consultants must confirm the reported payments, via BMWS, within the specified time frame. In the event that the Consultant intends to pay less than the subcontract amount, the Consultant shall deliver to the County a statement explaining the discrepancy or any disputed amount.

- 7.11 PAYMENT FOR REIMBURSABLE EXPENSES: Reimbursable Expenses as described in Article 5 will be reimbursed by the Owner as verified by appropriate bills, invoices or statements.

7.11.1 Payment for Reimbursable Expenses may be requested monthly and shall be made on duly certified invoices listing such expenses and substantiated by supporting documentation. Provided there are no problems with an invoice, as determined by the Project Manager, payment by the Owner shall be in accordance with the "Florida Prompt Payment Act," Part VII, Chapter 218, Florida Statutes and Sub-article 3.24.

- 7.12 CONSEQUENCE FOR NON-PERFORMANCE: The cost of any damages incurred by the Owner as a result of negligence on the part of the Consultant's services and/or its sub-consultants and/or of the Consultant's failure to complete its services in the time specified in a Service Order shall be deducted by the Owner from each invoice until such time as the cost of those damages have been fully recovered by the Owner.

- 7.13 INSPECTOR GENERAL AUDIT 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. The amount for the Inspector General Audit Account is hereby set at **Two Hundred Thirty Seven Thousand Forty One Dollars (\$237,041.00)**. The Consultant shall have no entitlement to any of these funds. The Owner retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from these audit accounts remain the property of the County.

ARTICLE 8
SPECIAL PROVISIONS

- 8.1 Not Used
- 8.2 At any time during the term of this Agreement, the Owner can require the Consultant provide Project Specific Professional Liability Insurance in the amount of \$1,000,000 (or such other amount as may be specified in these Special Provisions) per claim to last the life of the Project plus three (3) years. The premium for this coverage shall be reimbursed to the Consultant in accordance with Article 5, "Reimbursable Expenses", of this Agreement.
- 8.3 The deduction of one quarter (1/4) of one (1) percent from each progress payment to pay for the functions of the Office of Inspector General is inapplicable because this Contract is either financed by aviation revenue bonds or funded by aviation revenue, which are subject to federal regulations.
- 8.4 OWNER PROVIDED ITEMS: Owner will provide office space, furniture, telephone and for designated individuals cellular phone services, provisions for faxing and copying, printers (individual or networked at Owner's discretion), computer hardware and software, and such other office supplies as reasonably necessary for all of Consultant's on-site employees. Owner will provide DSL internet connection, or comparable, for use by all Consultant's onsite employees within available and budgeted County funds.
- 8.4.1 MDAD will provide limited space to the Consultant for its workspace in offices located on-site at no cost. In the event this space becomes unavailable, the Owner will provide comparable space to the Consultant at the Department's expense. No additional space will be provided by the Department in its facilities for additional personnel of the Consultant or any of its sub-consultants.
- 8.4.2 MDAD will provide routine custodial service for the Consultant's on-site offices. This service shall include cleaning of floors and restrooms and emptying of wastepaper and recycled paper containers.
- 8.4.3 Maintenance and Repair: The Consultant shall preserve the office space in good working order and condition, subject to ordinary wear and tear.
- 8.4.4 Alterations and Signs: The Consultant shall not alter the office space in any way whatsoever, erect any signs, nor permit any advertising of any nature without prior written approval from the Department.
- 8.4.5 Other than the above items provided by the Owner and those reimbursable expenses described in Article 5; the Consultant may request other specific reimbursable expenses necessary to support the Field Office. These items with

supporting rationale will be considered by the Owner and if acceptable, a Service Order will be issued by the Department. The Owner prefers that the Consultant endeavor to use County vendors to obtain these reimbursable goods and services whenever possible.

8.5 ORGANIZATIONAL CONFLICT OF INTEREST:

1. Policy

It is the policy of the County, implemented through this section, to identify, analyze and address organizational conflicts of interest that might otherwise exist in order to maintain the public's trust in the integrity and fairness of the County's contracting for the Terminal Optimization Program ("the Program") and to protect the business interests of the County, thereby safeguarding public dollars. This policy shall be supplemental to and not in derogation of any other requirements of law relating to conflicts of interest including, but not limited to, the County's Code of Ethics.

2. Definitions

Organizational conflict of interest situation in which the Consultant : (a) under this Agreement, or any part thereof, including a particular work order or defined task, is required to exercise judgment to assist the County in a matter such as in drafting specifications or assessing another consultant's or contractor's proposal or performance and the Consultant has a direct or indirect financial or other interest at stake in the matter, so that a reasonable person might have concern that when performing work under the contract, the Consultant may be improperly influenced by its own interests rather than the best interest of the County, or (b) would have an unfair competitive advantage in a County competitive solicitation as a result of having performed work on this Agreement that puts the consultant in a position to influence the result of the solicitation.

Affiliates: business concerns are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third-party controls or has the power to control both.

Sub-consultants: firms under contract with the Consultant under this Agreement.

3. Certification of no organizational conflict of interest

The Consultant: (a) execution of this Agreement or any work order and/or (b) making a claim for payment under this Agreement, constitutes the Consultant's certification to the County that the Consultant or its subconsultants do not have knowledge of any organizational conflicts of interest that exists in performing the work under this Agreement. False certifications may be considered a material breach of the Agreement and the Consultant may be liable to the County for a false claim under the County's false claim ordinance. At any time during the performance of the Agreement, the County may require the Consultant to execute an express written certification that after diligent inquiry the Consultant does not have knowledge of any organizational conflict of interest. The County may also require the Consultant to set

forth in writing the scope of the inquiry conducted to make the express certification. Failure to make diligent inquiry, to disclose a known conflict or potential conflict, or to execute the documents required to be produced may be considered a material breach of the contract and may disqualify the Consultant or its subcontractors from award of other County professional service agreements.

4. Identification of organizational conflict of interest

The Consultant and its subconsultants shall be obligated to disclose to the County any organizational conflict of interest which may exist or arise during the performance of this Agreement, or the potential for such conflicts to occur, immediately upon the discovery of such actual or potential conflict. The disclosure shall be in writing, addressed to the Director or his designee. The disclosure shall identify the organizational conflict of interest with sufficient detail for the County's analysis and shall propose a method to address the same. Such disclosure shall be simultaneously reported to the Office of the Inspector General (OIG) and the Commission on Ethics and Public Trust (COE). The Consultant /subconsultants' failure to identify an organizational conflict of interest, or to disclose the same to the County in the manner set forth in this Section, may be considered a material breach of the Agreement. In addition, in any subsequent solicitation for professional services for which the Consultant or its subconsultants compete for award, the Consultant and/or its subconsultants shall identify and address any potential organizational conflict of interest as between that solicitation and this Agreement or the work hereunder, particularly in those instances where the Consultant offers to use the same sub-consultants which may be primes or sub-consultants in other Program contracts where such use is not specifically prohibited by the advance restrictions set forth in this policy. The potential for organizational conflicts of interest, and the methodology offered to prevent organizational conflicts of interest, may be evaluated by the County as a criterion for selection as set forth in the applicable competitive solicitation documents.

5. Addressing organizational conflicts of interest

The County will analyze and address organizational conflicts of interest on a case-by-case basis, because such conflicts arise in various, and often unique, factual settings. The Director of MDAD, subject to the approval of the Executive Director of the Commission on Ethics or his designee, shall make the decision of how to address an organizational conflict of interest. The Executive Director of the Commission on Ethics or his designee shall render its determination promptly to avoid impacting the Program. The County shall consider the specific facts and circumstances of the situation and the nature and potential extent of the risks associated with an organizational conflict of interest when determining what method or methods of addressing the conflict will be appropriate. When an organizational conflict of interest is such that it risks impairing the integrity of the Program, then the County must take action to substantially reduce or eliminate those risks. If the only risk created by an organizational conflict of interest is a performance risk relating to the County's business interests, then the County shall have broader discretion in accepting some or all of the performance risk, but only when the potential harm to the

County's interest is outweighed by the expected benefit from having the conflicted Consultant perform the Agreement. The County shall balance risks created by any organization conflict of interest against potential impacts to the Community Business Enterprise community in analyzing the appropriate method of addressing any organizational conflict of interest. Notwithstanding the preceding, the County's decision as to the existence of, and/or remedy for, any organizational conflict of interest shall be wholly binding on the Consultant and shall be made in the County's sole and complete discretion.

6 Measures to address organizational conflicts of interest

The measure, or combination of measures, which may be appropriate to address an organizational conflict of interest, if any, shall be decided by the Director of MDAD and include, but are not limited to: (a) avoidance of risk through reduction of subjectivity in the analysis or by defining work tasks and deliverables with specificity, (b) requiring the Consultant and/or its sub-consultants to implement structural barriers (firewalls) and internal corporate controls, (c) limiting the Consultants or subconsultant or the specific personnel to be involved in a work assignment, (d) employing specific hourly limits on defined tasks, (e) limiting or prohibiting certain pass through fees and markups, (f) executing a mitigation plan which will define specific Consultant and sub-consultant duties to mitigate organizational conflicts of interest, (g) requiring sub-consultants who are conflict free to perform identified areas of work, (h) requiring the Consultant or its sub-consultants to adopt, disseminate and instruct staff on conflict of interest identification and remediation procedures and (i) relying on more than one source or on objective or verifiable data or information.

7 Documentation and evaluation

The Director of MDAD will set forth in the Agreement file a written explanation of the methodology used to address an identified organizational conflict of interest. The County shall periodically evaluate the effectiveness of the methodology in the protection of the Program. Upon the rendering of a decision regarding the resolution of a reported conflict of interest, a copy of such finding shall be forwarded to the OIG and the COE.

8 Organizational conflicts of interest which are not remedied

If in the sole discretion of the County there is no measure or combination of measures which protect the County against the organizational conflict of interest, the County may require that the Consultant cease the activity which creates a conflict with this Agreement. Failure to abide by this requirement shall result in the Consultant being in breach of this Agreement. In addition, the County may without penalty decline to award future professional service agreements or other contracts to the Consultant or its subconsultants if the award of such agreement or conflict with result in a conflict which cannot be remedied.

- 8.6 **ACCESS TO RECORDS AND REPORTS:** The Consultant must maintain an acceptable cost accounting system. The Consultant agrees to provide the Owner, the Federal Aviation Administration, and the Comptroller General of the United States

or any of their duly authorized representatives' access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

- 8.7 GENERAL CIVIL RIGHTS PROVISIONS: The Consultant agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Consultants from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

- 8.8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS:

1. Overtime Requirements

No Consultant or sub-consultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages

In the event of any violation of the clause set forth in paragraph (1) above, the Consultant and any sub-consultant responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and sub-consultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work

performed by the Consultant or sub-consultant under any such contract or any other Federal contract with the same prime Consultant, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or sub-consultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Sub-consultants

The Consultant or sub-consultant shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the sub-consultant to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any sub-consultant or lower tier sub-consultant with the clauses set forth in paragraphs 1 through 4 of this section.

- 8.9 **CLEAN AIR AND WATER POLLUTION CONTROL:** Consultant and sub-consultant agree to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Consultant and sub-consultant agree to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Consultant and sub-consultant must include this requirement in all subcontracts that exceeds \$150,000.

Consultant and sub-consultant agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$150,000 the aforementioned criteria and requirements.

8.10 **CIVIL RIGHTS TITLE VI ASSURANCES:**

Compliance with Nondiscrimination Requirements

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

- 1 **Compliance with Regulations:** The Consultant 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 Consultant, 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 Consultant 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/Sub consultants, 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 Consultant of the Consultant'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 Consultant 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 Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant 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 Consultant's noncompliance with the Non-discrimination 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 unless, exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract/sub consultant 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 Consultant becomes involved in,

or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

8.11 TITLE VI - LIST OF PERTINENT NON-DISCRIMINATION ACTS AND AUTHORITIES: 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 non-discrimination statutes and authorities; including but not limited to:

- a. 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);
- b. 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);
- c. 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);
- d. 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;
- e. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- f. 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);
- g. 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, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- h. 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;
- i. 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);
- j. 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;

- k. 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);
- l. 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).

8.12 **FEDERAL FAIR LABOR STANDARDS ACT:** 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 Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

8.13 **ENERGY CONSERVATION REQUIREMENTS:** Consultant and Sub-consultant agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

8.14 **TRADE RESTRICTION CERTIFICATION:** By submission of an offer, the Consultant certifies that with respect to this solicitation and any resultant contract, the Consultant:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Consultant must provide immediate written notice to the Owner if the Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subcontractors provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or;
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or;
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R., unless the Consultant has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the Federal Aviation Administration.

8.15 CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT: By submitting a bid/proposal under this solicitation, the bidder or Consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

8.16 CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT: The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction"

under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

5. Checking the System for Award Management at website: <http://www.sam.gov>.
6. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension Consultant, above.
7. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

- 8.17 VETERAN'S PREFERENCE: In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.
- 8.18 DISTRACTED DRIVING: In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a or vehicle in performance of work activities associated with the project.

- 8.19 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970: 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.

- 8.20 DISADVANTAGED BUSINESS ENTERPRISES: Contract Assurance - The Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment - The Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than days stated in Sub-article 3.25, Prompt Payment from the receipt of each payment the Consultant receives from Owner. The Consultant agrees further to return retainage payments to each subcontractor within days stated in Sub-article 3.25, after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

- 8.21 CERTIFICATION REGARDING LOBBYING: The Proposer certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

8.22 TITLE VI SOLICITATION NOTICE: MDAD, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

8.23 COPELAND "ANTI-KICKBACK" ACT: Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

8.24 EQUAL OPPORTUNITY CLAUSE: During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the

notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Required Contract Provisions Issued on January 29, 2016 Page 45 AIP Grants and Obligated Sponsors Airports (ARP) administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- 8.25 U.S. 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, pursuant to Board of County Commissioners' Resolution No. R-187-18. In carrying out its obligations under this Agreement, A/E 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 A/E'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 A/E, 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,

A/E 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 A/E 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. In the event that the A/E 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. Agreement between Miami-Dade County and U.S. Soccer Federation may be downloaded at: www.miamidade.gov/govaction/legistarfiles/MinMatters/Y2018/180129min

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

CONSULTANT (CORPORATION)

HNTB Corporation

Legal Name of Corporation

ATTEST:

Secretary: _____


Signature and Seal

Craig Denson

Type Name

By: _____


Consultant - Signature

Leonard C. Becker, Senior Vice President

Type Name & Title

CONSULTANT (INDIVIDUAL, PARTNERSHIP OR JOINT VENTURE)

Legal Name

Witness: _____

By: _____
Signature

Witness: _____

By: _____
Signature

FEIN _____

MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Mayor

ATTEST: Harvey Ruvin, Clerk

BY: _____
(Miami-Dade County Seal)

Approved for Form and Legal Sufficiency

 7/20/2022
(Assistant County Attorney)

EXHIBIT 1
PRINCIPAL(S) IN CHARGE
OF THE CONSULTANT

Leonard Becker
Senior Vice President
HNTB

EXHIBIT 2
CRITICAL PERSONNEL

Albert Hernandez, PE
Bond Engineer Program Manager
HNTB

Pedro Gordo, AIA
Deputy Program Manager
HNTB

EXHIBIT 3
JOB CLASSIFICATION DESCRIPTIONS

Principal in Charge

Project Principal with corporate responsibility for program implementation. Client point of contact for all contract related matters, and other executive responsibilities.

Bond Engineer Program Manager

Individuals with over 20 years of experience in the management of large, complex, multi-package construction projects to include bond engineering experience. To be responsible for the overall oversight of assigned multiple project groups, supervision of Project Managers and other staff, coordination with other multiple project groups and coordination with MDAD, Consultants of Record, CE&I, General Contractors, Bondholder Trustees and other stakeholders. Serves as point of contact for the contract. Registration as Architect or Engineer is required.

Deputy Program Manager

Individuals with over 20 years of experience in the management of large, complex, multi-package construction projects. Experience supervising staff. Provide support to the Senior Program Manager with all tasks described above as well as support in the management of the core team and priority projects during all stages of the program. Registration as Architect or Engineer is desirable, but not required.

Sr. Project Manager

Individuals with over 15 years' experience in the management of large, complex, multi-package construction projects. Responsible for the overall management of assigned multiple project groups, supervision of Project Managers, coordination with other multiple project groups and coordination with engineers and contractors. Bachelor's degree in engineering, architecture, construction, or related field required. Registration as Architect or Engineer is desirable, but not required.

Project Manager

Individuals with over 10 years' experience in the management of large, complex, multi-package construction projects. Responsible for the overall management of assigned large project(s) and coordination with engineers and contractors. Bachelor's degree in engineering, architecture, construction, or related field required. Registration as Architect or Engineer is desirable, but not required.

Assistant Project Manager

Individuals with over 5 years' of experience in the management of mid-size, complex, multi-package construction projects. Responsible for the overall management of assigned large project(s) and coordination with engineers and contractors. Providing support the Project Managers with similar responsibilities as described above. Bachelor's degree in engineering, architecture, construction, or related field required. Registration as Architect or Engineer is desirable, but not required.

Architect (Registered)

Individuals with over 10 years of experience in design reviews, design management, or construction management of large complex projects. Bachelor's degree in engineering, architecture, construction, or related field required.. Registration with the Florida Board of Architect is required.

Staff Architect

Individuals with over 5 years of experience in design reviews, design management, or construction management of mid-size construction projects. Bachelor's degree in engineering, architecture, construction, or related field required. Registration with the Florida Board of Architect is not required.

Engineer (Registered)

Individuals with over 10 years of experience in design reviews, design management, and construction management of mid-size construction projects. Bachelor's degree in engineering, architecture, construction, or related field required. Registration with the Florida Board of Professional Engineers is required.

Staff Engineer

Individuals with over 5 years of experience in design reviews, design management, or construction management of mid-size construction projects. Bachelor's degree in engineering, architecture, construction, or related field required. Registration with the Florida Board of Architects is not required.

Project Construction Engineer

Individuals with over 5 years of experience in field oversight and inspection of construction activities. Provide field documentation with observations relative to construction progress and adherence to project documents. Bachelor's degree in engineering, architecture, construction, or related field required.

Senior Scheduler

Individuals with more than 10 years' experience in the management of large, complex, multi-package construction projects. Responsible for preparing and maintaining the Master Program Schedule, identifying conflicts in the Master Program Schedule, initiating Schedule Recovery Action, monitoring Project and Master Program Schedule progress to detect adverse schedule trends, comparing progress to the Baseline Master Program Schedule and

current Master Program Schedule. Responsible for reviewing contractor schedules and provide recommendations for claim resolution. Bachelor's degree in engineering, architecture, construction, or related field required.

Accounting Manager

This individual with over 10 years of experience in accounting. Responsible for quality control and supervision of accountants. Responsible for the financial portion of the bond certification process as stated in the Trust Agreement. Individual oversees the review of invoices, contracts, service orders and other documents for completeness and accuracy. Works closely with the project managers to assure the veracity of the invoices for payment certification. Assists client with financial audits and accounting reviews. Is the point of contact with MDAD's financial area. Bachelor's degree in business, accounting or related field required.

Accountant

Individual with over 5 years of experience in accounting. Individuals providing support to the Accounting Manager with similar responsibilities as described above. Bachelor's degree in accounting or related field is not required.

Document Controls Specialist

Responsible for storing centralized official records. Receives, stamps, distributes, incorporates into electronic data base, stores, and files records in accordance with established records management procedures. Provides retrieval support for access by staff. Maintains archives.

CADD Operator

Individual with over 5 years of experience in construction design and operating CADD. Coordinate project interface requirements with special emphasis on electronic drawing file exchange. Participates in the Quality Assurance Program's Design and Technical Reviews for compliance to CAD standards. Coordination with Project Managers and A/E of each project to implement CAD standards and to evaluate CAD files at various submittal stages. Maintain and update, Phasing Plans, MOT plans and Life Safety Plans. Bachelor's degree in engineering, architecture, construction, or related field is not required.

Clerical/Administrative Support

Provides weekly, monthly, and quarterly reports as directed. Schedules and maintains calendar of appointments, meetings, and travel itinerary. Knowledgeable of basic office automation and trains team members on voicemail, computer system and software. Performs special projects as assigned. Responsible for managing and controlling all incoming and outgoing correspondence. Assists Project Managers and other personnel with their daily activities.

Environmental Scientist

Individual with over 5 years of experience in natural sciences to protect the environment and human health. Their main duties include collecting and analyzing samples of food, soil, air and water; developing plans to fix and prevent common environmental issues and educating

organizations and the public on potential environmental health hazards. Bachelor's degree in engineering, architecture, construction, or related field required.

Contracts Support Manager

Individuals with over 5 years' experience in the management of large complex, multi package construction projects. Responsible to support the overall programming, budget, cost, schedule, advise client on program goals, controls, organization, and resource planning. Review, develop, implement, and manage program controls system and procedures. Bachelor's degree in engineering, architecture, construction, or related field required.

Project Business Manager

Individual with over 15 years of experience in business or accounting. This individual supervises the financial certification section. Responsible for the financial portion of the bond certification process as stated in the Trust Agreement. Individual oversees the review of invoices, contracts, service orders and other documents for completeness and accuracy. Works closely with the project managers to assure the veracity of the invoices for payment certification. Assists client with financial audits and accounting reviews. Is the point of contact with MDAD's financial area. Bachelor's degree in business, accounting, or related field required.

AFFIDAVITS

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

This sworn statement is submitted for:

PROJECT TITLE: Bond Engineering Consulting Services

PROJECT NUMBER: E20-MDAD-01

COUNTY OF Miami-Dade

STATE OF Florida

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

That he/she is the duly authorized representative of

HNTB Corporation

(Name of Entity)

161 NW 6 Street, Suite 1000, Miami, FL 33136

(Address of Entity)

4 / 3 - 1 / 6 / 2 / 3 / 0 / 9 / 2
Federal Employment Identification Number

hereinafter referred to as the Entity being its

Other Authorized Officer

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

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

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

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), **Florida Statutes**, means "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation."
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), **Florida Statutes**, means "a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere."
3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
 - "1 A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate."
4. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means "any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity."
5. The statement which is marked below is true in relation to the Entity submitting this sworn statement. **[Please indicate which statement applies.]**

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

 X Neither the Entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, nor any affiliate of the Entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

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

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

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

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

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

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

ten (10) years.

Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a *new* Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. E20-MDAD-01 Federal Employer Identification No. (FEIN): 43-1623092
Contract Title: Bond Engineering Consulting Services

Affidavits and Legislation/Governing Body

1.	<i>Miami-Dade County Ownership Disclosure</i> Sec. 2-8.1 of the County Code	6.	<i>Miami-Dade County Vendor Obligation to</i> <i>County</i> Sec. 2-8.1 of the County Code
2.	<i>Miami-Dade County Employment Disclosure</i> County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code	7.	<i>Miami-Dade County Code of Business Ethics</i> Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1 (c) of the County Code
3.	<i>Miami-Dade County Employment Drug-free Workplace Certification</i> Sec. 2-8.1.2(b) of the County Code	8.	<i>Miami-Dade County Family Leave</i> Article V of Chapter 11 of the County Code
4.	<i>Miami-Dade County Disability Non-Discrimination</i> Article 1, Section 2.8.1.5 Resolution R182-00 amending R-385-95	9.	<i>Miami-Dade County Living Wage</i> Sec. 2-8.9 of the County Code (If applicable)
5.	<i>Miami-Dade County Debarment Disclosure</i> Section 10-38 of the County Code	10.	<i>Miami-Dade County Domestic Leave and Reporting</i> Article 8, Section 11A-60, 11A-67 of the County Code
11.	<i>Miami-Dade County E-Verify Affidavit</i> Obligation for State Funded Contracts	12.	<i>Pay Parity Affidavit</i> Resolution R-1072-17
13.	<i>Miami-Dade County Suspected Workers' Compensation Fraud Affidavit</i> Resolution No. R-919-18		

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

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

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

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

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

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



(Signature of Authorized Representative)

Leonard C. Becker

(Print Name of Authorized Representative)

Title Senior Vice President

Date June 17, 2022

Notary Public Information

Notary Public – State of Florida

County of Hillsborough

Subscribed and sworn to (or affirmed) before me this 17th

day of June

2022

by Leonard C. Becker

He or she is personally ☒ known to me

☐ or has produced

I.D.

Type of identification produced _____



Signature of Notary Public

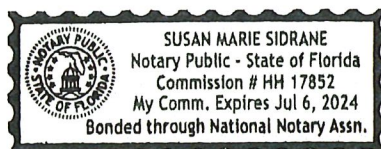
Serial Number _____

Print or Stamp of Notary Public

7-6-24

Expiration Date

Notary Public Seal



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

(Insert Here)



MIAMI-DADE COUNTY – INTERNAL SERVICES DEPARTMENT (ISD)
ISD FORM NO. 9 – Fair Subcontracting Policies
(Section 2-8.8 of the Miami-Dade County Code)

FAIR SUBCONTRACTING PRACTICES

In compliance with Section 2-8.8 of the Miami-Dade County Code, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

HNTB Corporation, as an entity contracting with the County as a condition of final payment under a contract, will identify all subcontractors used in the work, the amount paid of each subcontract. In the event that HNTB Corporation intends to pay less than the subcontract amount, the contractor shall deliver to the County a statement explaining the discrepancy or any disputed amount. This information may be submitted after final payment to each subcontractor or comprehensively at the end of the contract with final requisition or invoice. Payments to subcontractors must be submitted as a condition of final payment by Miami-Dade County.

HNTB recognizes the value of partnering with local subcontractors, especially when completing projects for local government entities. To that end, HNTB has partnered with local, Miami-Dade County based subcontractors for this project. In the event there is a need for additional subcontractors, HNTB will make good faith efforts to work with local firms, inviting local vendors to participate.

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative: _____

Title: Senior Vice President

Date: 06/17/2022

Proposer's Name: Leonard C. Becker

PROOF OF AUTHORIZATION TO DO BUSINESS

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

(Insert Here)

TRUTH-IN-NEGOTIATION CERTIFICATE

Pursuant to Administrative Order 3-39 and Section 287.055 (5)(a), Florida Statutes: For all lump sum costs or cost plus a fixed fee contract in which a fee will exceed One Hundred Ninety-Five Thousand Dollars (\$195,000; 287.017 – Category four), the County will require the firm receiving the award to execute a Truth-In-Negotiation Certificate.

This sworn statement is submitted for:

Project Name: Bond Engineering Consulting Services
Contract No. E20-MDAD-01

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



Signature of Authorized Representative

Senior Vice President

Title

Date

6/17/2022

Notary Public Information

Notary Public – State of Florida County of Hillsborough
Subscribed and sworn to (or affirmed) before me this 17th day of June 20 22
by Leonard C. Becker He or she is personally known to me ☒ or has produced I.D. ☐

Type of identification produced _____



Signature of Notary Public

Serial Number

Print or Stamp of Notary Public

Expiration Date

Notary Public Seal



CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

1/1/2023

DATE (MM/DD/YYYY)

6/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kctsu@lockton.com	CONTACT NAME:	
	PHONE (A/C, No. Ext): FAX (A/C, No):	
INSURED 1489174 HNTB CORPORATION 161 NW 6TH STREET, SUITE 1000 MIAMI FL 33136	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Zurich American Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC # 16535		

COVERAGES**CERTIFICATE NUMBER:** 18636604**REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:	Y	Y	GLO 0769451	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	BAP 0769452	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTIONS			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 0769453	1/1/2022	1/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: HNTB JOB #54778; BOND ENGINEERING SERVICES; CONTRACT NO. E20-MDAD-01. MIAMI-DADE COUNTY ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY, EXCESS/UMBRELLA LIABILITY, AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY, WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER**CANCELLATION** See Attachments

18636604
MDAD RISK MANAGEMENT AND AIRSIDE OPERATIONS
P.O. BOX 025504
MIAMI FL 33102-5504

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION. WHOM YOU ARE REQUESTED TO ADD AS AN ADDITIONAL INSURED UNDER THIS CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS	ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH INSURANCE IS OTHERWISE SEPERATELY PROVIDED TO YOU BY A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance; whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	<u>Location And Description Of Completed Operations</u>
ANY PERSON, OR ORGANIZATION WHOM YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED UNDER THIS POLICY UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS	ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH INSURANCE IS OTHERWISE SEPERATLEY PROVIDED TO YOU BY A WRAP-UP OR OTHER CONSOLIDATED PROGRAM.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: BAP 0769452

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: HNTB CORPORATION

Endorsement Effective Date: 1/1/2022

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

Other Insurance Amendment – Primary And Non-Contributory

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 0769451	1/1/2022	1/1/2023	1/1/2022	83992000	N/A	N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: HNTB Corporation

Address (including ZIP Code): 715 Kirk Dr
Kansas City, MO 64105

This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.
GLO 0769451

Endorsement Eff. Date of Pol.
1/1/2022

Exp. Date of Pol.
1/1/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Endorsement Eff. Date of Pol.	Exp. Date of Pol.
BAP 0769452	1/1/2022	1/1/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

WC 0769453

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 06 43

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL

ENDORSEMENT This endorsement adds the following to Part Six of the policy.

PART SIX CONDITIONS

Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
 - a. Must be provided to us prior to cancellation or non-renewal;
 - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
 - c. Must be in an electronic format that is acceptable to us.
 2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
 - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - b. At least 30 days prior to the effective date of:
 - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - (2) Non-renewal, but not including conditional notice of renewal.
 3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - a. Extend the policy cancellation or non-renewal date;
 - b. Negate the cancellation or non-renewal; or
 - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
 4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.
- All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement effective date: 1/1/2022

Policy # WC 0769453

Effective date: 1/1/2022

Expiration date: 1/1/2023



CERTIFICATE OF LIABILITY INSURANCE

5/1/2023

DATE (MM/DD/YYYY)

6/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kctsu@lockton.com		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
INSURED 1445015 HNTB CORPORATION 161 NW 6TH STREET, SUITE 1000 MIAMI FL 33136		INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 19437	

COVERAGES**CERTIFICATE NUMBER:** 18636615**REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A			NOT APPLICABLE			PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N	N	061853762	5/1/2022	5/1/2023	\$1,000,000 PER CLAIM/ ANNUAL AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: HNTB JOB #54778; BOND ENGINEERING SERVICES; CONTRACT NO. E20-MDAD-01.

CERTIFICATE HOLDER**CANCELLATION** See Attachment

18636615

MDAD RISK MANAGEMENT AND AIRSIDE OPERATIONS
P.O. BOX 025504
MIAMI FL 33102-5504

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Forms a part of policy no.: 061853762

Issued to: HNTB HOLDINGS LTD and as more fully detailed herein

By: LEXINGTON INSURANCE COMPANY

ENDORSEMENT #14

**ADVICE OF CANCELLATION TO ENTITIES OTHER THAN THE NAMED
INSURED ENDORSEMENT**

This endorsement modifies insurance provided by the policy:

SCHEDULE

Name of Certificate Holder(s) and Address:

**WHERE PURSUANT TO A CONTRACT OR WRITTEN AGREEMENT THE INSURED HAS
AGREED BY NATURE OF SUCH CONTRACT OR 'WRITTEN AGREEMENT WHERE THE
INSURED HAS PROVIDED THE INSURERS WITH THE NAMES AND ADDRESS OF SUCH
CERTIFICATE HOLDERS**

- A. If the **Insurer** cancels this policy, prior written notice of cancellation shall be given to the Certificate Holder(s) shown in the above Schedule (hereinafter, "Certificate Holder(s)") as follows:
1. a ten (10) day prior written notice of cancellation shall be given for nonpayment of premium;
 2. a sixty (60) day prior written notice of cancellation shall be given for any reason other than cancellation for non-payment of premium,
 3. a sixty (60) day prior written notice of shall be given for non-renewal of this policy.
- B. The **Insurer** shall provide sixty (60) days prior written notice of a **Material Change** during the policy period to the Certificate Holder(s).

Other than the right to receive notice of cancellation or a notice of a **material change** as set forth herein, this endorsement confers no rights under this policy to the Certificate Holder(s) including, but not limited to, additional insured status or additional **Named Insured** status.
The following definitions apply to this endorsement:

1. **Insurer** means Underwriters at Lexington Insurance Company
2. **Material Change** means the addition of an endorsement(s) to the policy after the policy inception date which:
 - a. Reduces the Limits of Insurance/Liability; or
 - b. Adds an Exclusion(s) to the policy.