

Memorandum



Date: December 6, 2022

To: Honorable Interim Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Agenda Item No. 8(A)(1)

Resolution No. R-1155-22

Subject: Contract Award Recommendation for a Professional Services Agreement; Contract No:
E20-MDAD-04A to Ricondo & Associates, Inc.

EXECUTIVE SUMMARY

The purpose of this agenda item is to obtain authorization from the Board of County Commissioners (Board) to enter into a five-year Professional Services Agreement (PSA) with Ricondo & Associates, Inc. to support the Miami-Dade Aviation Department's (Aviation Department or MDAD) aviation planning services for the County's airport system, which consists of Miami International Airport (MIA), and the General Aviation Airports (GAA) including: Miami Opa-Locka Executive Airport (OPF), Miami Executive Airport (TMB), Miami Homestead General Aviation Airport (X51) and Dade-Collier Training and Transition Airport (TNT).

RECOMMENDATION

This Recommendation for Award for PSA Contract Number E20-MDAD-04A between Ricondo & Associates, Inc., 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 \$5,513,750, inclusive of a contingency allowance amount of \$500,000 and an Inspector General Fee amount of \$13,750 for a five-year term.

This is one of two award recommendations for the provision of the same services under ISD Project No. E20-MDAD-04. The other award recommendation to T.Y. Lin International is on today's agenda as a companion item, Contract No. E20-MDAD-04B.

SCOPE

Ricondo & Associates, Inc. shall provide the following professional aviation planning and project programming services (in compliance with federal, state and county regulatory requirements, as applicable), necessary for the planning and programming of airport capital projects or other airport enhancement project. Such services may include but are not limited to:

- Airfield, runway, taxiway, apron simulation modeling, analysis, planning and programming studies and conceptual design/engineering studies in compliance with Federal Aviation Administration (FAA) standards.
- Roadway, parking, and other ground transportation, planning and programming studies, and conceptual design/engineering studies in compliance with Florida Department of Transportation (FDOT) and County standards and requirements.
- Facility and terminal planning and programming studies, architectural analysis, and schematic design.

- Regional aviation planning.
- Aviation Layout Plan (ALP) development, preparation, and support.
- Capital Improvement Program (CIP) analysis, development, and support.
- Joint Automated Capital Improvement Program (JACIP) support.
- Airspace analysis, Terminal Instrument Procedures (TERPS) and Part 77, and Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) support.
- Development of planning models such as those associated with economic impact analysis and airport activity forecasting, as well as the management of planning data.
- Airport zoning development, land use planning, analysis, and support.
- Airport management planning support.
- Passenger Facility Charges and Grant Applications support.
- Feasibility analysis, benefit-cost studies.
- Green/sustainability initiatives evaluation and support.
- Formulation of design criteria and project books for capital projects or other airport enhancement projects that may be used for subsequent design and development/construction initiatives.
- Public hearing/ stakeholder outreach logistics and support.
- Airport Airspace Analysis Tools - maintaining and supporting MDAD's Planning Division web-based capabilities and programs similar to the Interactive Airport Layout Plan (iALP) system and MDAD's Three-Dimensional Airspace Analysis Program (3DAAP) along with capabilities for developing and supporting any new applications deemed critical to MDAD Planning.
- Other activities normally associated with planning at large hub commercial and general aviation airports.

PRECLUSION:

During the term of the two professional service agreements awarded for MDAD's Professional Services Agreement for Capital Improvement Program Specialized Services: ISD Project No. A18-MDAD-01, the selected Prime Consultants under such agreements will be precluded from participation in any team recommended for award of ISD Project No. E20-MDAD-04.

BACKGROUND

The professional services that will be provided through this PSA include a wide variety of aviation planning and project programming skills and capabilities that are needed to support MDAD's aviation planning services for MIA, OPF, TMB, X51, and TNT. The services also provide input for the "Strategic Airport Master Plan Study" for both MIA and the GAA.

Ricondo & Associates, Inc. has been providing professional planning services to the Aviation Department since 2013. The most recent contract, Contract No. E16-MDAD-04, was awarded by the Board via Resolution No. R-339-17 on April 4, 2017 with a term of five years and a total compensation amount of \$5,513,750. Because contract funds were running low and the contract term was due to expire in April 2022, Amendment No. 1 to Contract No. E16-MDAD-04 was entered into in March 2022 with Ricondo & Associates, Inc. through the County Mayor's delegated authority and placed on the Board's ratification agenda for approval. Amendment No. 1 provided for the continuity of planning services through the

provision of an additional \$500,000, increasing the total authorized contract amount to \$6,013,750. On March 29, 2022, Amendment No. 1 was executed and filed with the Clerk of the Board.

FISCAL IMPACT/FUNDING SOURCE

<u>FUNDING</u>	<u>SOURCE</u>	<u>PROJECT NUM</u>	<u>SITE #</u>	<u>AMOUNT</u>
SOURCE:	MDAD Operating Budget	N/A	N/A	\$5,513,750

(See Attachment A: FY 2021-22 Adopted Budget and Multi-Year Capital Plan, Volume 3, Page 144)

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

<u>PROJECT</u>	<u>TYPE</u>	<u>CODE</u>	<u>DESCRIPTION</u>
TECHNICAL	Prime	25.00	Aviation Planning Consultant Services
CERTIFICATION			
REQUIREMENTS:	Sub	4.01	Aviation Systems – Engineering Design
		4.02	Aviation Systems –Architectural Design

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: 147

PROPOSALS

RECEIVED: 4

TOTAL CONTRACT PERIOD: Five (5) years

CONTINGENCY PERIOD: Not applicable

IG FEE INCLUDED: Yes

ART IN PUBLIC PLACES: Not applicable

BASE CONTRACT AMOUNT: \$5,000,000

CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE

COUNTY CODE):	TYPE	PERCENT	AMOUNT	COMMENT
	PSA	10%	\$500,000	

IG FEE (ORDINANCE NO. 97-215): \$13,750

TOTAL AMOUNT: \$5,513,750

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, amend, and terminate Contract No. E20-MDAD-04A and to resolve disputes.

TRACK RECORD/MONITOR

SBD HISTORY OF

VIOLATIONS: No

EXPLANATION: The Request to Advertise (RTA) was filed with Clerk of the Board on January 7, 2022. Four (4) proposals were received on the submittal deadline of February 14, 2022.

On September 22, 2021, the Internal Services Department's (ISD) Small Business Development (SBD) Division assigned a 15 percent SBE – Architectural and Engineering goal to this PSA.

(See Attachment B: SBD Project Worksheet and Compliance Review)

On April 6, 2022, at the First-Tier meeting, the Competitive Selection Committee (CSC) evaluated all responsive and responsible proposals and deemed the information sufficient to determine the qualifications of the teams. The CSC was tasked with evaluating the experience and qualifications of the Proposers and scored and ranked the proposals in accordance with the evaluation criteria outlined in the solicitation.

By majority vote, the CSC decided to forego Second-Tier proceedings and recommended the top two ranked firms for negotiation of the PSAs as shown below.

Firm	Total Adjusted Qualitative Points	Total Adjusted Ordinal Score	Final Ranking
Ricondo & Associates, Inc.	265	3	1
T.Y. Lin International	247	6	2
McFarland-Johnson, Inc.	242	9	3
Merchant Aviation, LLC	213	12	4

The Negotiation Committee was approved by the County Mayor's designee on April 27, 2022.

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

The Negotiation Committee negotiated with the first ranked firm, Ricondo & Associates, Inc., beginning on June 8, 2022 and reached a consensus to finalize negotiations on June 14, 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: SBD database, convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties list.

There are 25 evaluations for work performed for the County by Ricondo & Associates, Inc. in ISD's Capital Improvements Information System (CIIS) database with an average rating of 4.0, which is indicative of superior performance.

(See Attachment D: Contractor Evaluations Report)

Based on the above, it is recommended that this PSA be awarded in an amount not to exceed \$5,513,750 to Ricondo & Associates, Inc.

SUBMITTAL DATE: February 14, 2022

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

**PRIME
CONSULTANT:** Ricondo & Associates, Inc.

**COMPANY
PRINCIPAL:** Pete Ricondo, Director

**COMPANY
QUALIFIERS:** Pete Ricondo, P.E.
Remy Lucette, Project Manager

**COMPANY EMAIL
ADDRESS:** ricondo@ricondo.com

**COMPANY STREET
ADDRESS:** 20 N Clark St., Suite 1500

**COMPANY CITY-
STATE-ZIP:** Chicago, Illinois 60602

**YEARS IN
BUSINESS:** 33

**PREVIOUS
EXPERIENCE WITH
COUNTY IN THE
LAST THREE
YEARS:** According to the Firm History Report provided by the SBD Division, Ricondo & Associates, Inc. has held 4 contracts as Prime Contractor since 2013 with a total value of \$12,453,500.

In the last three years, no contracts have been awarded to Ricondo & Associates, Inc.

(See Attachment E: A/E Firm History Report).

SUBCONSULTANTS: MOBIO Architecture Inc
NOVA Consulting Inc
R.J. Behar & Company, Inc.
Simply Strategic, Inc
TGA Consulting, LLC
Woolpert Inc.

**PREFERRED
QUALIFICATIONS:** The Prime Consultant is highly preferred to have expertise on airspace and airfield issues with FAA requirements compliance to include any relevant Advisory Circulars and/or Federal Aviation Regulations (FARs). Expertise should also include Airports Geographic Information Systems (AGIS) requirements, airspace analysis consulting (TERPS, FAR Part 77, local zoning), operations, automated capital improvement programming, line of sight analysis, and any airfield planning compliance.

**EXCEED LEGAL
REQUIREMENTS:** No

**REVIEW
COMMITTEE:** **MEETING DATE:** August 10, 2021 **SIGNOFF DATE:** September 22, 2021

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

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:	<u>TYPE</u>	<u>GOAL</u>	<u>ESTIMATED ACHIEVED VALUE</u>	<u>COMMENT</u>
	SBE-A&E	15%	\$825,000	

MEASURES

ACHIEVED AT SBE-A&E 15% \$825,000
AWARD:

MANDATORY

CLEARING HOUSE: N/A

CONTRACT

MANAGER NAME/

PHONE / EMAIL: Sylvia Novela 305-876-7048 snovela@flymia.com

PROJECT

MANAGER

NAME / PHONE /

EMAIL: Ammad Riaz 305-613-0791 ariaz@flymia.com

Signature Page
Contract No: E20-MDAD-04A
to Ricondo & Associates, Inc.

**BUDGET
APPROVAL
FUNDS
AVAILABLE:**

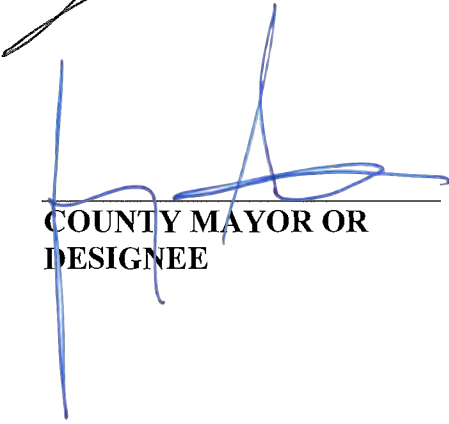


OFFICE OF MANAGEMENT DATE
AND BUDGET (OMB)
DIRECTOR 7/28/2022

**APPROVED AS
TO LEGAL
SUFFICIENCY:**



COUNTY ATTORNEY 7-27-22
DATE



COUNTY MAYOR OR
DESIGNEE 8-3-22
DATE

**CLERK
DATE**

DATE

Attachment A

FY 2021-22 Adopted Budget and Multi-Year Capital Plan, Volume 3, Page: 144

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

OPERATING FINANCIAL SUMMARY

(dollars in thousands)	Actual FY 18-19	Actual FY 19-20	Budget FY 20-21	Adopted FY 21-22
Revenue Summary				
Aviation Fees and Charges	390,395	248,624	338,899	337,658
Carryover	98,891	86,157	92,826	89,129
Commercial Operations	278,630	160,832	209,853	201,660
Non-Operating Revenue	91,293	97,591	58,000	41,000
Other Revenues	25,034	89,233	24,008	71,377
Rental Income	148,941	116,031	222,278	165,801
Total Revenues	1,033,184	798,468	945,864	906,625
Operating Expenditures Summary				
Salary	98,012	105,930	111,658	113,034
Fringe Benefits	38,206	37,930	43,970	45,642
Court Costs	147	103	328	287
Contractual Services	94,017	96,441	140,452	130,321
Other Operating	147,178	119,036	126,655	122,261
Charges for County Services	98,468	91,250	97,818	100,456
Capital	2,520	1,332	3,405	3,637
Total Operating Expenditures	478,548	452,022	524,286	515,638
Non-Operating Expenditures Summary				
Transfers	466,118	274,238	332,449	303,329
Distribution of Funds In Trust	0	0	0	0
Debt Service	0	0	0	0
Depreciation, Amortizations and Depletion Reserve	0	0	89,129	87,658
Total Non-Operating Expenditures	466,118	274,238	421,578	390,987

(dollars in thousands)	Total Funding		Total Positions	
Expenditure By Program	Budget FY 20-21	Adopted FY 21-22	Budget FY 20-21	Adopted FY 21-22
Strategic Area: Economic Development				
Executive	5,006	5,127	15	15
Administration	57,685	61,982	159	160
Business Retention and Development	8,334	8,408	51	50
Commercial Operations	33,977	38,589	0	0
Facilities Development	23,279	22,113	63	63
Facilities Management	167,316	155,972	452	454
Finance and Strategy Operations	13,762	15,061	73	73
Policy Advisement	46,495	46,084	415	438
Public Safety and Security	9,694	9,393	50	49
Non-Departmental	93,659	93,395	154	154
Total Operating Expenditures	65,079	59,514	0	0
	524,286	515,638	1,432	1,456

Attachment B

SBD Project Worksheet and Compliance Review



Small Business Development Division

Project Worksheet

Project/Contract Title: Aviation Planning & Programming Consultant Services
Received Date: 8/10/2021
Project/Contract No: E20-MDAD-04
Funding Source: MDAD Operating Budget
Department: Aviation
Estimated Cost of Project/Bid: \$10,000,000.00

Description of Project/Bid: This class of work is expected to provide a wide variety of aviation planning and project programming skills and capabilities needed to directly support the work assigned to the Miami-Dade Aviation Department's (MDAD) Aviation Planning Land Use and Grants Division, as it relates to aviation planning services for the Miami-Dade County airport system, which consists of the Miami International Airport (MIA), Miami-Opa Locka Executive Airport (OPF), Miami Executive Airport (TMB), Miami Homestead General Aviation Airport (X51) and Dade-Collier Training and Transition Airport (TNT).

Contract Measures Recommendation		
Measure	Program	Goal Percent
Goal	SBE-A&E	15%
Reasons for Recommendation		
SMALL BUSINESS ENTERPRISE - ARCHITECTURAL & ENGINEERING (SBE/A&E) SBD reviewed this project pursuant to Implementing Order 3-32 for SBE-A&E measures. Project information analyzed included the project's scope of services, estimated project cost, minimum requirements/qualifications and funding source. Additional factors included surveys conducted with certified firms to determine availability and assignment of the noted measure. An SBE-A&E goal of 15.00% for the Technical Categories of 04-01-Engineering Design and 04-02- Architectural Design.		
Project Estimated Cost: \$10,000,000 (2 PSA @ \$5,000,000.)		
The Living Wage and Responsible Wage rates are not applicable for A&E Services.		
MDC-TCC 04-01 ENGINEERING DESIGN, MDC-TCC 04-02 ARCHITECTURAL DESIGN, MDC-TCC 25 AVIATION PLANNING CONSULTANT SERVICES		
Small Business Contract Measure Recommendation		
Subtrade	Category	
Engineering Design	SBE-A&E	
Architectural Design	SBE-A&E	

Living Wages:

YES ☐ NO ☒

Highway: YES ☐ NO ☒

Heavy
Construction:

YES ☐ NO ☒

Responsible
Wages:

YES ☐ NO ☒

Building: YES ☐ NO ☒

Daniella Leone-Caro

County Mayor (Aviation Only)

9/22/21

Date

Memorandum



DATE: March 21, 2022

TO: Namita Uppal, Chief Procurement Officer
Internal Services Department

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

A handwritten signature in black ink, appearing to be "G. Hartfield", written over the "FROM" line.

SUBJECT: Compliance Review
Aviation Planning & Programming Consultant Services
Project # E20-MDAD-04

Small Business Development (SBD), a Division of the Internal Services Department, has completed its review of the subject project for compliance with the Small Business Enterprise Program for Architectural & Engineering Services (SBE-A/E). The contract measures established for this project is a 15% SBE-A/E sub-consultant goal.

The Strategic Procurement Division of the Internal Services Department (ISD) has submitted a proposal that included a Certificate of Assurance (COA) from A&E Firms: McFarland-Johnson, Inc., Merchant Aviation, LLC., Ricondo & Associates, Inc., and T.Y. Lin International for compliance review. The following is the pre-award compliance status summary.

FIRM:

1. McFarland-Johnson, Inc.
2. Merchant Aviation, LLC.
3. Ricondo & Associates, Inc.
4. T.Y. Lin International

STATUS:

Compliant
Compliant
Compliant
Compliant

SUMMARY:

McFarland-Johnson, Inc., (1) a non-certified SBE-A/E firm committed to utilize the following certified SBE-A/E firms: Caltran Engineering Group, Inc., to perform Technical Categories (TCs) 3-01 (Site Development and Parking Lot Design), TC 11 (General Structural Engineering) and TC 16 (General Civil Engineering) at 3.5%, Gurri Matute, P.A. to perform TC 4-02 (Architectural Design) at 5%, HBC Engineering Company to perform TC 3-01 (Site Development and Parking Lot Design), TC 11 (General Structural Engineering) and 16 TC (General Civil Engineering) at 5%, and Robayna and Associates, Inc., to perform TC 15-01 (Surveying and mapping - Land Surveying) and TC 16 (General Civil Engineering) at 1.5%

The Utilization Plan (UP) was submitted by McFarland-Johnson, Inc. and confirmed by the sub-consultants listed to achieve the SBE-A/E goal of 15%. The sub-consultants confirmed their participation via BMWS in agreement with the measure. McFarland-Johnson, Inc., has satisfied the contract's 15% SBE-A/E sub-consultant goal. McFarland-Johnson, Inc., is in compliance with the overall Small Business Enterprise measure established for this contract.

Merchant Aviation, LLC. (2) a non-certified SBE-A/E firm committed to utilize the following certified SBE-A/E firms: Assurance Consulting Engineering, LLC. to perform Technical Categories (TCs) 11 (General Structural Engineering) and TC 16 (General Civil Engineering) at 5%, and EBS Engineering, Inc., to perform TC 3-01 (Site Development and Parking Lot Design), TC 3-09 (Signing, Pavement Marking and Channelization) and TC 10-06 (Remedial Action Plan Design) at 12%.

The Utilization Plan (UP) was submitted by Merchant Aviation, LLC. and confirmed by the sub-consultants listed to achieve the SBE-A/E goal of 15%. The sub-consultants confirmed their participation via BMWS in agreement with the measure. Merchant Aviation, LLC. has satisfied the contract's 15% SBE-A/E sub-consultant goal. Merchant Aviation, LLC. is in compliance with the overall Small Business Enterprise measure established for this contract.

Ricondo & Associates, Inc., (3) a non-certified SBE-A/E firm committed to utilize the following certified SBE-A/E firms: Mobio Architecture, Inc., to perform Technical Categories (TC) 4-02 (Architectural Design), at 6.5%, R.J. Behar & Company, Inc., to perform TC 4-01 (Engineering Design) and TC 25 (Aviation Planning Consultant Services) at 4.5%, Simply Strategic, Inc., to perform TC 4-01 (Engineering Design) at 2% and TGA Consulting, LLC. to perform TC 4-02 (Architectural Design) and TC 25 (Aviation Planning Consultant Services) at 2%

The Utilization Plan (UP) was submitted by Ricondo & Associates, Inc. and confirmed by the sub-consultants listed to achieve the SBE-A/E goal of 15%. The sub-consultants confirmed their participation via BMWS in agreement with the measure. Ricondo & Associates, Inc. has satisfied the contract's 15% SBE-A/E sub-consultant goal. Ricondo & Associates, Inc. is in compliance with the overall Small Business Enterprise measure established for this contract.

T.Y. Lin International (4) a non-certified SBE-A/E firm committed to utilize the following certified SBE-A/E firms: Alleguez Architecture, Inc., to perform Technical Categories (TC) 4-02 (Architectural Design), at 2%, Assurance Consulting Engineering, LLC to perform TC 4-01 (Engineering Design) at 5%, DisAmerica Consulting Group, Inc., to perform TC 4-01 (Engineering Design) at 5%, Nifah and Partners Consulting Engineers, Inc., to perform TC 4-01 (Engineering Design) at 2%, and SDM Consulting Engineers, Inc., to perform TC 4-01 (Engineering Design) at 1%

The Utilization Plan (UP) was submitted by T.Y. Lin International and confirmed by the sub-consultants listed to achieve the SBE-A/E goal of 15%. The sub-consultants confirmed their participation via BMWS in agreement with the measure. T.Y. Lin International has satisfied the contract's 15% SBE-A/E sub-consultant goal. T.Y. Lin International in compliance with the overall Small Business Enterprise measure established for this contract.

SBD has verified that none of the aforementioned firms are listed on the Goal Deficit Make-Up report as of March 21, 2022. Also, a review of the History of Violations Report March 21, 2022, indicates that none of the aforementioned firms have an open violation.

Please be advised that SBD's review is for compliance with the SBE-A/E program only. The Strategic Procurement Division of the Internal Services Department (ISD) is responsible for any other issues that may exist. Should you have any questions or need any additional information, please do not hesitate to call Robert Parson, SBD Contract Compliance Officer 2 at (305) 375-3182.

c: L. Johnson, SBD
F. Gutierrez, ISD



SMALL BUSINESS DEVELOPMENT CERTIFICATE OF ASSURANCE

SMALL BUSINESS PARTICIPATION ON COUNTY A&E AND DESIGN/BUILD PROJECTS

This completed form must be submitted with proposal documents by all proposers on a Miami-Dade County project with Small Business Enterprise ("SBE") program measure(s).

Project No.: E20-MDAD-04 Project Title: Aviation Planning & Programming Consultant Services
 Name of Proposer: Ricondo & Associates, Inc. FEIN 36-3663903
 Address: 1000 NW 57th Court, Suite 920 City Miami State Florida ZIP 33126
 Telephone Number: 305-260-2727 Email address: pricondo@ricondo.com

The proposer is committed to meeting the established SBE measure(s) assigned to this project:

15.0 % SBE-A/E, _____ % SBE-Con, _____ % SBE-G, and/or _____ % SBE-S.
 (For Goals, write in the percentage. For Set-aside, put a check mark or x.)

To satisfy the requirements for **Step 1 – Proposal Submittal and Compliance with Small Business Enterprise Program Measure(s)**, the following is required:

1. Acknowledge the SBE program measure(s) (i.e., *SBE-Architecture & Engineering, SBE-Construction, SBE-Goods and/or SBE-Services*) established for this project via this Certificate of Assurance.
2. Acknowledge and confirm that there is an established relationship with the certified Miami-Dade County Small Business Enterprise firm(s) to be subcontracted to achieve the established SBE program measure(s) as indicated in the Project Documents.
3. Acknowledge that all SBE-A/E firms are properly listed on the Letter of Qualifications or Form 8DB submitted, as applicable, as part of the proposal documents and will be utilized, if selected to provide services based on their approved technical certification(s) required for the project.

To satisfy the requirements for **Step 2 – Proposal Evaluation and Recommendation for Award**, please attest that:

I understand that my company will be deemed non-compliant and not eligible to be considered for an award if I fail to (1) submit this Certificate of Assurance with my proposal documents, or (2) complete the Utilization Plan listing all certified Miami-Dade County SBEs to be subcontracted to satisfy the project's established SBE measure(s) via the County's Business Management Workforce System ("BMWS"), within the specified time frame, upon email notification from Small Business Development ("SBD") or BMWS. Each SBE-A/E sub-consultant listed on the Letter of Qualifications or Form 8DB, as applicable, must confirm their sub-contractual relationship (i.e., work to be performed, and the value or percentage of said work) in the Utilization Plan via BMWS, for approval by SBD.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

BEFORE ME, an officer duly authorized to administer oaths and take acknowledgement, personally appeared Pete Ricondo, who being first sworn deposes and affirms that the provided information statements are true and correct to the best of his/her knowledge information and belief.

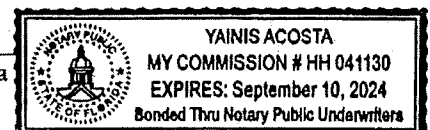
 Proposer's Signature (Owner/Officer)

SWORN TO and subscribed before me this 30 day of January, 2022

 Signature of Notary Public-State of Florida

My Commission Expires:

September 10, 2024



MDC017

Attachment C

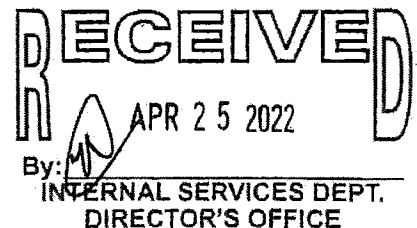
Negotiation Authorization, List of
Respondents and Tabulation Sheets

STRATEGIC PROCUREMENT DIVISION

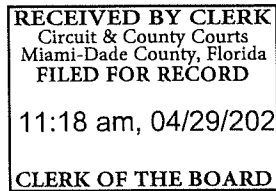


DATE: April 22, 2022		
TO: Alex Muñoz Director, Internal Services Department		
FROM: Lydia Osborne, Ph.D, CPPO, CPPB, NIGP-CPP Strategic Procurement Division Director <i>Lydia Osborne</i>		
SUBJECT: E20-MDAD-04, Aviation Planning & Programming Consultant Services		
iDoc#: 18235	Deliver to: ☐ Lilliam Morales ☒ Ruben Arce	
APPROVAL FROM: ☒ Dept. Director ☐ Mayor ☐ BCC		
Coordinator: Franklin Gutierrez		Sr. Coordinator: Pablo Valin
<i>Edits/Comments</i>	<i>Analyst</i>	<i>Date</i>
ISD Director approval is requested to proceed to negotiations with the two, top-ranked firms for award of two non-exclusive Professional Services Agreements.	Jocelyn R. Fulton	4/22/22
	<i>[Signature]</i>	4/27/22

Please Route through ISD Director's Policy & Legislation



MDC019



Memorandum



Date: April 22, 2022

To: Alex Muñoz, Director
Internal Services Department

Through: Namita Uppal, C.P.M., Deputy Director and Chief Procurement Officer
Internal Services Department *Lydia Osborn*

From: Franklin Gutierrez, Consultant Selection Coordinator *Franklin Gutierrez*
Chairperson, Competitive Selection Committee

Subject: NEGOTIATION AUTHORIZATION
Miami-Dade Aviation Department
Aviation Planning & Programming Consultant Services
ISD Project No. E20-MDAD-04

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

ISD Project No.: E20-MDAD-04

Project Title: AVIATION PLANNING & PROGRAMMING CONSULTANT SERVICES

Scope of Services Summary: The selected consulting team shall provide professional aviation planning and project programming services (in compliance with federal, state and county regulatory requirements, as applicable), necessary for the planning and programming of airport capital projects or other airport enhancement projects. Please refer to the attached Scope of Services and Terms for further details.

Experience and Qualifications: It is preferred that the Prime Consultant possess and demonstrate verifiable experience in providing expertise on airspace and airfield issues with Federal Aviation Administration requirements compliance, to include any relevant Advisory Circulars and/or Federal Aviation Regulations (FARs). Expertise is further preferred to include Airports Geographic Information Systems (AGIS) requirements, airspace analysis consulting (TERPS, FAR Part 77, local zoning), operations, automated capital improvement programming, line of sight analysis, and any airfield planning compliance.

Term and Estimated Cost of Contract: The County intends to retain two (2) qualified consultants/teams for two (2) non-exclusive Professional Services Agreements (PSA) each with an effective term of five (5) years. Each PSA has an estimated total compensation of \$5,513,750, inclusive of a ten percent (10%) contingency in accordance with Ordinance 00-65 and a quarter of one percent (.0025%) Inspector General Fee in accordance with Ordinance 97-215.

Participation Restrictions: Hill International, Inc. and CBRE Heery, Inc., awarded Professional Service Agreements for ISD Project No. A18-MDAD-01, are precluded from participating in this project.

Small Business Enterprise Goal: On September 22, 2021, the Internal Services Department's Small Business Development Division established a 15% Small Business Enterprise – Architectural and Engineering Goal for this project.

Advertisement Date: January 7, 2022.

MDC020

Number of Proposal(s) Received: Four (4) proposals were received by the submittal deadline of February 14, 2022.

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

Small Business Enterprise Compliance Review: All proposals reviewed were deemed in compliance. Please refer to the attached Compliance Review Memorandum dated March 21, 2022.

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.

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 April 6, 2022. The Competitive Selection Committee was tasked with evaluating the experience and qualifications of the Proposers, and scoring and ranking the proposals in accordance with the evaluation criteria outlined in the solicitation. The Competitive Selection Committee scored all responsive proposals. During the evaluation process, one tie was broken using the standard tie-breaking procedure, as described in Section 3.3, Proposal Evaluation, of the Notice to Professional Consultants. 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 proposals was deemed sufficient to determine the experience and qualifications of the Proposers. 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:

- Franklin Gutierrez, A&E Consultant Selection Coordinator, Non-Voting Chairperson, Internal Services Department
- Gustavo Leal, Senior Section Chief, Miami-Dade Aviation Department
- Jose Ramos, Division Director Aviation Planning, Land-use and Grants, Miami-Dade Aviation Department
- Kimberly Brown, Director of Resilience Planning and Implementation, Department of Regulatory and Economic Resources

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 firms for the purpose of negotiating two (2) non-exclusive Professional Services Agreements for this solicitation, in accordance with the Competitive Selection Committee's recommendation:

RANKING OF RESPONDENTS

RICONDO & ASSOCIATES, INC.

Final Ranking – 1
Total Adjusted Ordinal Score – 3
Total Adjusted Qualitative Points – 265

TY LIN INTERNATIONAL

Final Ranking – 2
Total Adjusted Ordinal Score – 6
Total Adjusted Qualitative Points – 247

The following firms will serve as alternates:

MCFARLAND-JOHNSON, INC.

Final Ranking – 3
Total Adjusted Ordinal Score – 9
Total Adjusted Qualitative Points – 242

MERCHANT AVIATION, LLC

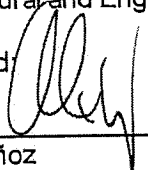
Final Ranking – 4
Total Adjusted Ordinal Score – 12
Total Adjusted Qualitative Points – 213

Pursuant to the Cone 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 contracts to be presented to the Board of County Commissioners for final approval, no later than 60 days from the date of this memorandum.

If satisfactory agreements 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 contracts and report should be sent to the Internal Services Department, Architectural and Engineering Unit.

Approved: 

Alex Muñoz
Director

Date 4/27/22

Negotiations Authorization
AVIATION PLANNING & PROGRAMMING CONSULTANT SERVICES
ISD Project No. E20-MDAD-04
Page 4

Attachments:

1. Scope of Services and Terms
 2. List of Respondents
 3. SBD Compliance Review
 4. First Tier Tabulation Sheet
- c: Competitive Selection Committee
Clerk of the Board of County Commissioners

**MIAMI-DADE COUNTY
MIAMI-DADE COUNTY AVIATION DEPARTMENT (MDAD)
AVIATION PLANNING & PROGRAMMING CONSULTANT SERVICES
ISD PROJECT NO. NO. E20-MDAD-04**

1.3 SCOPE OF SERVICES AND TERMS

The selected consulting team shall provide the following professional aviation planning and project programming services (in compliance with federal, state and county regulatory requirements, as applicable), necessary for the planning and programming of airport capital projects or other airport enhancement project. Such services may include but not limited to:

- Airfield, runway, taxiway, apron simulation modeling, analysis, planning and programming studies and conceptual design/engineering studies in compliance with Federal Aviation Administration (FAA) standards.
- Roadway, parking, and other ground transportation, planning and programming studies, and conceptual design/engineering studies in compliance with Florida Department of Transportation (FDOT) and County standards and requirements.
- Facility and terminal planning and programming studies, architectural analysis and schematic design.
- Regional aviation planning.
- Aviation Layout Plan (ALP) development, preparation, and support.
- Capital Improvement Program (CIP) analysis, development, and support.
- Joint Automated Capital Improvement Program (JACIP) support.
- Airspace analysis, Terminal Instrument Procedures (TERPS) and Part 77, and Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) support.
- Development of planning models such as those associated with economic impact analysis and airport activity forecasting, as well as the management of planning data.
- Airport zoning development, land use planning, analysis, and support.
- Airport management planning support.
- Passenger Facility Charges and Grant Applications support.
- Feasibility analysis, benefit-cost studies.
- Green/sustainability initiatives evaluation and support.
- Formulation of design criteria and project books for capital projects or other airport enhancement projects that may be used for subsequent design and development/construction initiatives.
- Public hearing/ stakeholder outreach logistics and support.
- Airport Airspace Analysis Tools - maintaining and supporting MDAD's Planning Division web-based capabilities and programs similar to the Interactive Airport Layout Plan (iALP) system and MDAD's Three-Dimensional Airspace Analysis Program (3DAAP) along with capabilities for developing and supporting any new applications deemed critical to MDAD Planning.
- Other activities normally associated with planning at large hub commercial and general aviation airports.



MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

Project Name: Miami-Dade County Aviation Department Aviation Planning & Programming Consultant Services

Project No.: E20-MDAD-04

Measures: 15% SBE - A/E

No. of Agreements: 2

Contract Type: PROFESSIONAL SERVICES AGREEMENT

Submittal Date: 02/14/2022

Team No.: 1

Prime Local Preference: Yes

Prime Name: RICONDO & ASSOCIATES INC

FEIN No.: 363663903

Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. MOBIO ARCHITECTURE INC		300793220
b. NOVA CONSULTING INC		650577672
c. R J BEHAR & COMPANY INC		650954070
d. SIMPLY STRATEGIC, INC		474128607
e. TGA CONSULTING, LLC		465612615
f. WOOLPERT INC		201391406

Team No.: 2

Prime Local Preference: Yes

Prime Name: T Y LIN INTERNATIONAL

FEIN No.: 941598707

Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. LANDRUM & BROWN INC		311095645
b. ASSURANCE CONSULTING ENGINEERS, LLC		851456743
c. SDM CONSULTING ENGINEERS INC		592346110
d. DISAMERICA CONSULTING GROUP, INC.		471187266
e. NIFAH & PARTNERS CONSULTING ENGINEERS		650604266
f. ALLEGUEZ ARCHITECTURE INC		043639417
g. BISCAYNE ENGINEERING CO INC		590165220
h. NV5 INC	KACO	271979486

Team No.: 3

Prime Local Preference: Yes

Prime Name: MCFARLAND-JOHNSON, INC.

FEIN No.: 160770183

Trade Name: MCFARLAND JOHNSON

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. KIMLEY-HORN & ASSOCIATES INC		560885615
b. BURNS & MCDONNELL ENGINEERING CO INC		430956142
c. PLANNING TECHNOLOGY, INC.		593026501
d. WOOLPERT INC		201391406
e. GURRI MATUTE PA		651038126
f. CALTRAN ENGINEERING GROUP INC		274564005
g. HBC ENGINEERING COMPANY		223936061
h. ROBAYNA AND ASSOCIATES INC		592119073
i. MEDIA RELATIONS GROUP LLC		200118620



**MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT**

LIST OF RESPONDENTS

Project Name: Miami-Dade County Aviation Department Aviation Planning & Programming Consultant Services

Project No.: E20-MDAD-04

Measures: 15% SBE - A/E

No. of Agreements: 2

Contract Type: PROFESSIONAL SERVICES AGREEMENT

Submittal Date: 02/14/2022

Team No.: 4

Prime Name: Merchant Aviation, LLC

Trade Name:

Prime Local Preference: No

FEIN No.: 475652121

Sub-Consultants Name

Trade Name

Subs FEIN No.

- a. PEREZ & PEREZ ARCHITECTS PLANNERS INC
- b. JACOBS ENGINEERING GROUP INC
- c. EBS ENGINEERING INC
- d. ASSURANCE CONSULTING ENGINEERS, LLC
- e. EV SERVICES INC

592400309
954081636
650492113
851456743
205779421

FIRST TIER MEETING						COMPETITIVE SELECTION COMMITTEE					SUB-TOTAL	TOTAL & ADJ. QUALITATIVE SCORE	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK	
April 6, 2022						GUSTAVO LEAL (MDAD)	JOSE RAMOS (MDAD)	GARETT ROWE (RER)	XUEMEI LIU (DTPW)	KIMBERLY BROWN (RER)						
MIAMI-DADE AVIATION DEPARTMENT (MDAD) AVIATION PLANNING & PROGRAMMING CONSULTANT SERVICES																
TABULATION SHEET ISD PROJECT NO. E20-MDAD-04																
NAME OF FIRM(S)																
1	RICONDO & ASSOCIATES INC (LOCAL)															
1A - Qualification of firms including team members associated to the project (Max. 50 points)						45	46	47	47	48	233	441				
2A - Knowledge and Past Experience of similar type projects (Max. 20 points)						20	18	13	18	19	88					
3A - Past Performance of the Firms (Max. 20 points)						15	18	16	17	19	85					
4A - Amount of Work Awarded and Paid by the County (Max. 5 points)						3	2	2	3	2	12					
5A - Ability of team members to interface with the County (Max 5 points)						5	4	5	4	5	23					
						88	88	83	89	93						
Ordinal Scores						1	1	2	1	1						
Dropped Ordinal Scores								2		1			3	1	1	
Dropped Qualitative Scores								83		93		285				
Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A.																
Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A																

FIRST TIER MEETING		COMPETITIVE SELECTION COMMITTEE					SUB-TOTAL	TOTAL & ADJ. QUALITATIVE SCORE	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
April 6, 2022		GUSTAVO LEAL (MDAD)	JOSE RAMOS (MDAD)	GARETT ROWE (RER)	XUEMEI LIU (DTPW)	KIMBERLY BROWN (RER)					
MIAMI-DADE AVIATION DEPARTMENT (MDAD) AVIATION PLANNING & PROGRAMMING CONSULTANT SERVICES											
TABULATION SHEET ISD PROJECT NO. E20-MDAD-04											
2	TY LIN INTERNATIONAL (LOCAL)										
1A - Qualification of firms including team members associated to the project (Max. 50 points)		40	42	45	45	41	213	415			
2A - Knowledge and Past Experience of similar type projects (Max. 20 points)		15	16	17	17	16	81				
3A - Past Performance of the Firms (Max. 20 points)		15	16	15	18	16	80				
4A - Amount of Work Awarded and Paid by the County (Max. 5 points)		4	3	3	4	3	17				
5A - Ability of team members to Interface with the County (Max 5 points)		5	4	5	6	5	24				
		79	81	85	89	81					
Ordinal Scores		2	3	1	2	2					
Dropped Ordinal Scores			3	1					6	2	2
Dropped Qualitative Scores		79			89			247			
Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A.											
Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A											

FIRST TIER MEETING						COMPETITIVE SELECTION COMMITTEE					SUB-TOTAL	TOTAL & ADJ. QUALITATIVE SCORE	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
April 6, 2022						GUSTAVO LEAL (MDAD)	JOSE RAMOS (MDAD)	GARETT ROWE (RER)	XUEMEI LIU (DTPW)	KIMBERLY BROWN (RER)					
MIAMI-DADE AVIATION DEPARTMENT (MDAD) AVIATION PLANNING & PROGRAMMING CONSULTANT SERVICES															
TABULATION SHEET ISD PROJECT NO. E20-MDAD-04															
3	MCFARLAND-JOHNSON, INC.(LOCAL)														
1A - Qualification of firms (including team members associated to the project (Max. 50 points)						30	43	44	43	37	197				
2A - Knowledge and Past Experience of similar type projects (Max. 20 points)						16	17	16	16	15	79				
3A - Past Performance of the Firms (Max. 20 points)						15	16	14	18	15	78				
4A - Amount of Work Awarded and Paid by the County (Max. 5 points)						5	4	4	5	4	22				
5A - Ability of team members to interface with the County (Max 5 points)						4	4	4	4	5	21				
						69	84	82	86	76		397			
Ordinal Scores						3	2	3	3	3					
Dropped Ordinal Scores							2		3				9	3	3
Dropped Qualitative Scores						69			86			242			
Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A.															
Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A															

FIRST TIER MEETING		COMPETITIVE SELECTION COMMITTEE					SUB-TOTAL	TOTAL & ADJ. QUALITATIVE SCORE	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
April 6, 2022		GUSTAVO LEAL (MDAD)	JOSE RAMOS (MDAD)	GARETT ROWE (RER)	XUEMEI LIU (DTPW)	KIMBERLY BROWN (RER)					
MIAMI-DADE AVIATION DEPARTMENT (MDAD) AVIATION PLANNING & PROGRAMMING CONSULTANT SERVICES											
TABULATION SHEET ISD PROJECT NO. E20-MDAD-04											
4	MERCHANT AVIATION, LLC (NON-LOCAL)										
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	30	41	42	45	32	190				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	10	16	16	16	13	71				
	3A - Past Performance of the Firms (Max. 20 points)	10	14	13	17	13	67				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	2	1	1	2	1	7				
	5A - Ability of team members to interface with the County (Max 5 points)	4	3	2	4	5	18				
		56	75	74	84	64		353			
	Ordinal Scores	4	4	4	4	4					
	Dropped Ordinal Scores	4			4				12	4	4
	Dropped Qualitative Scores	56			84			213			
	Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A.										
	Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A										

FRANKLIN GUTIERREZ, Non-Voting Chairperson

Attachment D

Contractor Evaluations Report



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>
AV	<u>M001A</u>	PSA	<u>Ricondo & Associates, Inc.</u>	5/6/2008	Jose Ramos	Interim	<u>4.0</u>
AV	<u>M001A</u>	PSA	<u>Ricondo & Associates, Inc.</u>	4/5/2016	Winfred So	Interim	<u>4.0</u>
AV	<u>E07-MDAD-01A</u>	PSA	<u>Ricondo & Associates, Inc.</u>	4/6/2016	Winfred So	Project conclusion or closeout	<u>4.0</u>
AV	<u>E13-MDAD-01A</u>	PSA	<u>Ricondo & Associates, Inc.</u>	4/7/2016	Winfred So	Interim	<u>4.0</u>
AV	<u>M001A</u>	PSA	<u>Ricondo & Associates, Inc.</u>	12/5/2016	Winfred So	Interim	<u>4.0</u>
AV	<u>E13-MDAD-01A</u>	PSA	<u>Ricondo & Associates, Inc.</u>	8/2/2017	Winfred So	Interim	<u>4.0</u>
AV	<u>E13-MDAD-01A</u>	PSA	<u>Ricondo & Associates, Inc.</u>	10/19/2017	Winfred So	Completion of study or design	<u>4.0</u>
AV	<u>E13-MDAD-01A</u>	PSA	<u>Ricondo & Associates, Inc.</u>	8/14/2017	Winfred So	Completion of study or design	<u>4.0</u>
AV	<u>E13-MDAD-01A</u>	PSA	<u>Ricondo & Associates, Inc.</u>	12/10/2016	Winfred So	Completion of study or design	<u>4.0</u>
AV	<u>E13-MDAD-01A</u>	PSA	<u>Ricondo & Associates, Inc.</u>	2/23/2017	Winfred So	Completion of study or design	<u>4.0</u>
AV	<u>E16-MDAD-05A- Ricondo</u>	PSA	<u>Ricondo & Associates, Inc.</u>	9/19/2018	Winfred So	Completion of study or design	<u>4.0</u>
AV	<u>E16-MDAD-05A- Ricondo</u>	PSA	<u>Ricondo & Associates, Inc.</u>	9/19/2018	Winfred So	Interim	<u>4.0</u>
AV	<u>E16-MDAD-05A- Ricondo</u>	PSA	<u>Ricondo & Associates, Inc.</u>	9/19/2018	Winfred So	Completion of study or design	<u>4.0</u>
AV	<u>E16-MDAD-05A- Ricondo</u>	PSA	<u>Ricondo & Associates, Inc.</u>	9/19/2018	Winfred So	Interim	<u>4.0</u>
AV	<u>E16-MDAD-05A- Ricondo</u>	PSA	<u>Ricondo & Associates, Inc.</u>	9/19/2018	Winfred So	Completion of study or design	<u>4.0</u>
AV	<u>E16-MDAD-05A- Ricondo</u>	PSA	<u>Ricondo & Associates, Inc.</u>	9/19/2018	Winfred So	Interim	<u>4.0</u>
AV	<u>E16-MDAD-05A- Ricondo</u>	PSA	<u>Ricondo & Associates, Inc.</u>	9/19/2018	Winfred So	Completion of study or design	<u>4.0</u>
AV	<u>E16-MDAD-05A- Ricondo</u>	PSA	<u>Ricondo & Associates, Inc.</u>	9/19/2018	Winfred So	Completion of study or design	<u>4.0</u>
AV	<u>E16-MDAD-05A- Ricondo</u>	PSA	<u>Ricondo & Associates, Inc.</u>	6/12/2020	Winfred So	Completion of study or design	<u>4.0</u>
AV	<u>E16-MDAD-05A- Ricondo</u>	PSA	<u>Ricondo & Associates, Inc.</u>	6/18/2020	Winfred So	Interim	<u>4.0</u>
AV	<u>E16-MDAD-05A- Ricondo</u>	PSA	<u>Ricondo & Associates, Inc.</u>	6/16/2020	Winfred So	Completion of study or design	<u>4.0</u>
AV	<u>E16-MDAD-05A- Ricondo</u>	PSA	<u>Ricondo & Associates, Inc.</u>	6/8/2020	Winfred So	Completion of study or design	<u>4.0</u>
AV	<u>E16-MDAD-05A- Ricondo</u>	PSA	<u>Ricondo & Associates, Inc.</u>	7/13/2020	Winfred So	Interim	<u>4.0</u>
AV	<u>E16-MDAD-05A- Ricondo</u>	PSA	<u>Ricondo & Associates, Inc.</u>	5/15/2020	Winfred So	Completion of study or design	<u>4.0</u>
AV	<u>E16-MDAD-05A- Ricondo</u>	PSA	<u>Ricondo & Associates, Inc.</u>	4/23/2020	Winfred So	Interim	<u>4.0</u>

Evaluation Count: 25 Contractors: 1 Average Evaluation: 4.0

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

Ricondo Associates, Inc.

System Vendor Number: 20006625

[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	E16-MDAD-05_0002: AVIATION PLANNING & PROGRAMMING CONSULTANT SERVICES FOR MDAD	Garrett Bond (change)		7/6/2017 to 7/31/2022	\$5,513,750	\$4,798,345
View	E16-MDAD-04: AVIATION PLANNING AND MASTER PLANNING CONSULTANT SERVICES	Accounting Ricondo (change)		4/25/2017 to 4/25/2022	\$5,513,750	\$5,311,679
View	E13-MDAD-01_0002: AVIATION PLANNING CONSULTANT SERVICES (SIC 871)	Accounting Ricondo (change)		12/27/2013 to 12/27/2018	\$1,226,000	\$2,199,866
View	EDP-AV-SR-W014A: MIA MASTER PLANING	Garrett Bond (change)	Closed	2/11/2016 to 1/31/2017	\$200,000	\$199,300
Number of contracts as prime: 4					\$12,453,500	\$12,509,190

Contracts as Subcontractor

No contracts assigned as a subcontractor.

[Customer Support](#)

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MEMORANDUM

(Revised)

TO: Honorable Interim Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: December 6, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

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

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's 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)(1)
12-6-22

RESOLUTION NO. R-1155-22

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND RICONDO & ASSOCIATES, INC., FOR AVIATION PLANNING & PROGRAMING CONSULTANT SERVICES, CONTRACT NO. E20-MDAD-04A IN AN AMOUNT NOT TO EXCEED \$5,513,750.00 FOR A TERM OF FIVE YEARS 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,

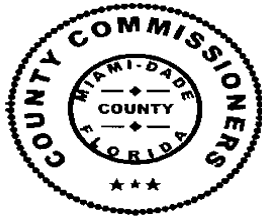
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the award of the Professional Services Agreement to Ricondo & Associates, Inc., for Aviation Planning & Programing Consultant Services, Contract No. E20-MDAD-04A, in an amount not to exceed \$5,513,750.00 for a term of five years, 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 **Danielle Cohen Higgins** , who moved its adoption. The motion was seconded by Commissioner **Eileen Higgins** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Interim Chairman	aye	
Raquel A. Regalado, Interim Vice Chairwoman	aye	aye
Marleine Bastien	aye	Juan Carlos Bermudez
Kevin Marino Cabrera	aye	Sen. René García
Roberto J. Gonzalez	aye	Keon Hardemon
Danielle Cohen Higgins	aye	Eileen Higgins
Kionne L. McGhee	aye	Anthony Rodríguez
Micky Steinberg	aye	

MDC036

The Chairperson thereupon declared this resolution duly passed and adopted this 6th day of December, 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

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

DMM

David M. Murray

**PROFESSIONAL SERVICES AGREEMENT FOR
AVIATION PLANNING & PROGRAMMING
CONSULTANT SERVICES FOR MIAMI-DADE AVIATION
DEPARTMENT
CONTRACT NO. E20-MDAD-04A**

This AGREEMENT made as of the ____ day of ____ in the year 2022, 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:** **Ricondo & Associates, Inc.**
1000 N.W. 57th Court, Suite 920
Miami, Florida 33126

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

For the Project: **Aviation Planning & Programming Consultant Services**

The scope of work provides for the following professional aviation planning and project programming services (in compliance with federal, state and county regulatory requirements, as applicable), necessary for the planning and programming of airport capital projects or other airport enhancement project.

The scope of work includes but is not limited to:

- Airfield, runway, taxiway, apron simulation modeling, analysis, planning and programming studies and conceptual design/engineering studies in compliance with Federal Aviation Administration (FAA) standards.
- Roadway, parking, and other ground transportation, planning and programming studies, and conceptual design/engineering studies in compliance with Florida Department of Transportation (FDOT) and County standards and requirements.
- Facility and terminal planning and programming studies, architectural analysis and schematic design.

Contract No. E20-MDAD-04A

- Regional aviation planning.
- Aviation Layout Plan (ALP) development, preparation, and support.
- Capital Improvement Program (CIP) analysis, development, and support.
- Joint Automated Capital Improvement Program (JACIP) support.
- Airspace analysis, Terminal Instrument Procedures (TERPS) and Part 77, and Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) support.
- Development of planning models such as those associated with economic impact analysis and airport activity forecasting, as well as the management of planning data.
- Airport zoning development, land use planning, analysis, and support.
- Airport management planning support.
- Passenger Facility Charges and Grant Applications support.
- Feasibility analysis, benefit-cost studies.
- Green/sustainability initiatives evaluation and support.
- Formulation of design criteria and project books for capital projects or other airport enhancement projects that may be used for subsequent design and development/construction initiatives.
- Public hearing/ stakeholder outreach logistics and support.
- Airport Airspace Analysis Tools - maintaining and supporting MDAD's Planning Division web-based capabilities and programs similar to the Interactive Airport Layout Plan (iALP) system and MDAD's Three-Dimensional Airspace Analysis Program (3DAAP) along with capabilities for developing and supporting any new applications deemed critical to MDAD Planning.
- Other activities normally associated with planning at large hub commercial and general aviation airports.

During the term of the two (2) Professional Service Agreements awarded for ISD Project No. A18-MDAD-01, the selected Prime Consultants under such Agreements will be precluded from participation in any team recommended for award for ISD Project No. E20-MDAD-04.

The Owner and Consultant agree as set forth herein:

Contract No. E20-MDAD-04A

PROFESSIONAL SERVICES AGREEMENT

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WITNESSETH

ARTICLE 1

DEFINITIONS

- 1.1 **ADDITIONAL SERVICES:** Those services, in addition to the 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 Architect/Engineer 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 **AIRPORT:** Shall mean Miami International Airport, MIA, Miami Opa-locka Airport, Miami Homestead General Aviation Airport, Miami Executive Airport and Dade-Collier Training and Transition Airport.
- 1.5 **"AIR OPERATIONS AREA" or "AOA"** shall mean any area of the Airport identified by the Department and used or intended to be used for landing, taking-off or surface maneuvering of aircraft, excluding those leasehold areas within or having direct access to the AOA which are subject to security requirements imposed on the lessee or tenant under appropriate federal regulations, or agreement incorporated in a signed lease, unless such security requirements are assumed by the Department through the issuance of an Operational Directive or by lease agreement.
- 1.6 **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 funding a portion of the Services or Inspector General Services.
- 1.7 **AMENDMENT:** A written modification to this Agreement executed by the Architect/Engineer and the Owner covering changes, additions, or reductions in the terms of this Agreement.
- 1.8 **ART IN PUBLIC PLACES:** A Miami-Dade County program responsible for initiating and overseeing the incorporation of art into new County facilities.
- 1.9 **CONSULTANT:** The named entity on page 1 of this Agreement.

- 1.7 DAYS: Reference made to Days shall mean consecutive calendar days.
- 1.8 DEDICATED SERVICES: Services performed pursuant to a Dedicated Allowance Account(s) that are beyond the requirements for Primary 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.
- 1.9 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.
- 1.10 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.
- 1.11 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.
- 1.12 DEPARTMENT: Miami-Dade Aviation Department (“MDAD”) is a department of Miami-Dade County and represented by and acting through his/her designee(s)
- 1.13 DESIGN DEVELOPMENT: That portion of the Services comprising of the Primary Services which the Consultant shall perform in accordance with the terms of this Agreement when directed and authorized by Service Order.
- 1.14 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. It is made a part of this Agreement by reference.
- 1.9 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 Services or other authorization under this Agreement.
- 1.10 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.

- 1.11 ELEMENT: A major unique segment of the professional services to be performed in the Primary Services. An Element is further broken down to smaller segments identified as Tasks and Subtasks.
- 1.12 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.
- 1.13 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.
- 1.14 FIXED LUMP SUM: A basis for compensation of the Consultant for Services performed.
- 1.12 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).
- 1.13 MULTIPLE OF DIRECT SALARIES: A basis for compensation of the Consultant for Services performed
- 1.15 OWNER: Miami-Dade County acting through the Department. The term Owner as used in this Agreement shall exclude the regulatory departments of Regulatory and Economic Resources (RER), Zoning and Development Services Division, (formerly the Building and Zoning Department); Department of Public Works and Waste Management (PWWM); the Fire Department; and Water & Sewer Department; or their successors.
- 1.16 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.
- 1.17 PRIMARY SERVICES: Those services that the Consultant shall perform in accordance with the terms of the Agreement as directed and authorized by Service Order(s). Any Services not specifically addressed as Additional Services, Work Site Services, or Dedicated Services are considered Primary Services.
- 1.18 PRIMARY SERVICES FEE: The basis for compensation of the Consultant for the Primary Services performed under this Agreement.
- 1.19 PROGRAM: The initial description of a Project that comprises line drawings, narrative, cost estimates, Project Budget, etc., provided by the Owner in the form of a Project Definition Book and furnished to the Consultant.
- 1.20 PROJECT: Project Elements and components of the Project Elements and Services set forth in this Agreement.

- 1.21 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.
- 1.22 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.
- 1.14 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.
- 1.15 PROJECT MANAGER (PM): Individual designated by the Director to represent the Owner during the Services.
- 1.16 REIMBURSABLE EXPENSES: Those expenses delineated in 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 billed at actual costs with supporting documentation.
- 1.17 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 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.
- 1.18 SERVICES: All services, work and actions by the Consultant performed pursuant to or undertaken under this Agreement as directed and authorized by the Owner.
- 1.19 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.
- 1.23 SUBTASK: A specific assignment of professional services with an identified starting date, concluding date, and a specific work product.
- 1.24 TASK: A Subtask or a group of subtasks assigning professional services directed toward a specific objective.
- 1.25 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 (MIA) and/or the general aviation airports under the control of the Department.
- 1.26 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.

- 1.27 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.
- 1.28 WORK ORDER: A written order, authorized by the Owner, directing the Consultant to perform work under a specific Allowance Account(s) or which directs the Consultant to perform a change in the work that does not have a monetary impact.
- 1.29 WORK-RELATED SERVICES: Those portions of the Services comprising Phase 5 of the Primary Services that the Consultant shall perform in accordance with the terms of this Agreement when directed and authorized by a Service Order
- 1.30 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.
- 1.31 WORK-SITE SERVICES: Those optional portions of the Services, beyond the requirements of Work-Related 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.
- 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 responsible for the accuracy and applicability of all such information used by said Consultant.

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 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 \$1,000,000, and \$5,000,000 if operating vehicles on the Airfield Operations

Area ("AOA"), combined single limit for bodily injury and property damage liability.

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 the date of submittal by the Consultant of the Report of Contract Completion.

- c. Commercial General Liability Insurance on a comprehensive basis, including contractual liability, products, and completed operations, in an amount not less than \$300,000 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. Professional Liability Insurance (Errors and Omissions), in an amount not less than \$1,000,000 per claim with the deductible per claim, if any, not to exceed 10% of the limit of coverage. This insurance shall be maintained for one year after the 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 five (5) 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 any and 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 Architect/Engineer 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 Architect/Engineer hereunder had the Agreement not been terminated. Upon receipt of written Notice of Termination, the

Architect/Engineer 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.
- 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 Section 2-10.4.01(5) of the Code, and Administrative Order (A.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the Code and the A.O. respectively.

3.9 INTENT OF AGREEMENT:

3.9.1 The intent of the Agreement is for the Consultant to provide Aviation Planning and Programming Services, and to include all necessary items for the proper completion of such Services. The Consultant shall perform such incidental work, which may not be specifically referenced, as necessary to support this effort.

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 Consultant 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 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.

3.13 OWNERSHIP OF DOCUMENTS AND COPYRIGHTS:

- 3.13.1 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.
- 3.13.2 The Consultant is permitted to reproduce copyrighted material described above subject to written approval from the Owner.
- 3.13.3 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 fifty percent (50%) of the original fee earned to adapt the original copyrighted material to a new site.
- 3.13.4 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.
- 3.13.5 The Owner shall own rights to all passwords necessary to access Project registration and certification data submitted to the Green Building Certification Institute (GBCI) via internet websites or other means.

3.14 LAWS AND REGULATIONS:

- 3.14.1 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.

3.14.2 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.

3.14.3 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 CONSULTANT 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.

3.14.4 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.

3.14.5 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 current Federal Income Tax Return
- 3.14.6 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:
- 3.14.6.1 Each employee of the consultant and subconsultant(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.
 - 3.14.6.2 The Consultant and its subconsultant(s) agree in writing that the project documents are to be kept and maintained in a secure location.
 - 3.14.6.3 Each set of the project documents is to be numbered and the whereabouts of the documents shall be tracked at all times.
 - 3.14.6.4 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.
- 3.15 CORRECTIONS TO CONTRACT DOCUMENTS: The Consultant shall prepare, without added compensation, all necessary supplemental documents to correct errors, omissions, and/or ambiguities that may exist in the Contract Document prepared by the Consultant including the documents prepared by its sub-consultants. Compliance with this Article shall not be construed to relieve the Consultant from any liability resulting from any such errors, omissions, and/or ambiguities in the Contract Documents and other documents or Services related thereto.
- 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 Consultant 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 to 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 Consultant'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 Subconsultants, 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 Subconsultant) 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 Subconsultant 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 Subconsultants, 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 Subconsultants, 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. 744-00, the Consultant shall identify in Exhibit 3, 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 has equal or greater qualifications or capabilities to perform the necessary services.
- 3.21 CONSULTANT RESPONSIBILITY
- 3.21.1 During the term of this agreement, the Consultant shall satisfy and maintain all valid technical certifications. The Prime Consultant is required to be Technically Certificated in category 25.00 Aviation Planning Consultant. Other required Technical Certifications, 4.01 Aviation Systems – Engineering Design and 4.02 Aviation Systems – Architectural Design, may be held by either the Consultant and/or a Subconsultant team member. 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 Subconsultants), 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 Subconsultants to comply with the terms and conditions of the Agreement or by the Consultant's or Subconsultants' misconduct, unlawful acts, negligent acts, errors, or omissions in the performance of the Agreement. The Consultant is responsible for the performance of work by Subconsultants and in approving and accepting such work to ensure the professional quality, completeness, and coordination of Subconsultant's work.

- 3.21.2 In addition to all other rights and remedies that the Owner may have, the Consultant shall, at its expense, re-perform the services to correct any deficiencies that result from the Consultant's failure to perform in accordance with the above standards. The Consultant shall also be liable for the cost of replacement or repair of any defective materials and equipment and re-performance of any non-conforming construction services resulting from such deficient Consultant services for a period from the commencement of this Agreement until twelve (12) months following final acceptance of the Work or for the period of design liability required by applicable law.
- 3.21.3 The Owner shall notify the Consultant in writing of any deficiencies and shall approve the method and timing of the corrections. Neither Owner's inspection, review, approval, or acceptance of, nor payment for, any of the work required under the Agreement shall be construed to relieve the Consultant or any Subconsultant of its obligations and responsibilities under the Agreement, nor constitute a waiver of any of the Owner's rights under the Agreement or of any cause of action arising out of the performance of the Agreement.
- 3.21.4 Upon Owner's notification of deficient or defective work stemming from the Consultant's services, the Consultant shall have fourteen (14) days to respond to the Owner's claim. The Owner shall implement its procedure for administrative review of the claim with notification to the Consultant of the findings from that review. Upon notification, the Consultant shall have fourteen (14) days to request reconsideration of the findings.
- 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:** 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 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 as required by Chapter 287, Florida Statutes.
- 3.28 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.
- 3.29 AMERICANS WITH DISABILITIES ACT (ADA) STANDARDS: The design of this project shall meet the standards delineated in the 2010 ADA Standards for Accessible Design.
- 3.30 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.
- 3.31 ENERGY PERFORMANCE (EP ACT): Pursuant to Resolution No. R-740-08, 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 Consultant shall receive accelerated depreciation benefits as a "Designer" for the purposes of Section 179D of the Code, or that Consultant shall otherwise benefit financially from the monetization of the accelerated depreciation benefit, 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 the 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 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) 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 the Consultant, or to cooperate with Consultant in securing these benefits.

- 3.32 **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.

- 3.33 **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

PRIMARY SERVICES

4.1 **START OF WORK:** No Services under this Agreement shall be performed by the Consultant prior to the receipt of an appropriate Service Order. Each Service Order shall specify

- the scope of work, time of completion, deliverables and total compensation for the services authorized;
- the consequences for failure of the Consultant to meet the Projected schedule.

A Service Order may also be issued to stop the performance of such Services.

4.2 **PRIMARY SERVICES SCHEDULE AND SUMMARY:** The Consultant agrees to furnish or cause to be furnished to the extent authorized by Service Order all Aviation Planning and Programming Services, as further specified below, designated as Primary Services.

Prior to receipt by the Consultant of a Service Order to proceed with any agreed work, the Consultant shall prepare and submit to the Owner, for its review and approval, a schedule for the particular primary service to be performed, a proposed fee and schedule.

The Consultant is firmly obligated to complete the services in accordance with the negotiated fee and schedule, and shall furnish sufficient personnel, equipment, and facilities and shall work such hours as necessary to assure such completion. The Consultant shall meet as specified in the Service Order with the Project Manager to review the Consultant's progress. The Consultant may request modifications to the schedule by submitting a written request to modify with supporting justification. It shall be at the Owner's sole discretion whether to grant such a modification.

4.2.1 The Consultant shall furnish or cause to be furnished all professional services prescribed in the Special Provisions (Article 8) of this Agreement and all other services normally required for an airport project of this type.

4.2.2 It shall be the responsibility of the Consultant to follow and be responsive to the technical and schedule guidance and oversight furnished by the Project Manager.

4.2.3 All Primary Services shall comply with and be in conformance to the Owners requirements.

4.2.4 Throughout the Primary Services, the Consultant shall coordinate its Services with other Owner provided consultants, as specified in the Service Order.

4.2.5 The Consultant shall submit to the Owner the deliverables listed under the Service Order in the format approved by the Owner. For any items not being submitted, the Consultant shall submit either a written statement as to why such items are not being submitted as required or an approved waiver for the omission.

The Owner reserves the right to reject all or part of any submittals that are not complete in their content as required herein. The Consultant shall be totally responsible for any additional costs resulting from such rejections and shall not be compensated in any manner by the Owner therefore.

- 4.2.6 Throughout the Primary Services, the Consultant shall assist the Owner in identifying work that is eligible for Federal/State grant-in-aid participation. The Consultant shall assist in reviewing applications prepared by the Owner and the Project Manager as applicable.

4.3 MEETINGS AND REPORTS

- 4.3.1 Meetings: As part of providing the Primary Services, the Consultant shall attend all meetings wherein information relating to the Primary Services is discussed, and shall provide consultation to the Owner regarding such information. These meetings shall include, but shall not necessarily be limited to, regularly scheduled or specially called, as may be necessary to enable the Consultant to coordinate his Services with, and provide information to and/or obtain information from, the Owner, its consultants and Consultants, and all others with whom coordination or liaison must take place in order to fulfill the intent and purposes of this Agreement and the Contract Documents. Unless otherwise directed by the Owner, the Consultant shall prepare and disseminate in a timely manner meeting notices and agenda, briefing materials, meeting minutes, meeting reports, etc.

ARTICLE 5

COMPENSATION FOR SERVICES

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. All allocations of money are for budgetary purposes only. The County, in issuing service orders, may transfer monies between such service categories without restraint, subject to the overall contract allocation for this Agreement. No payment will be made to the Consultant for work performed without a Service Order. The Consultant agrees that all such services can be provided within the awarded amount of this Agreement.

5.1 COMPENSATION FOR SERVICES:

Unless otherwise authorized by Amendment to this Agreement, aggregate payments to the Consultant for Basic Services, Work Site, Work-Related and Additional Services and Reimbursable Expenses performed shall not exceed **FIVE MILLION DOLLARS (\$5,000,000.00)** and shall be disbursed as reflected herein, unless additional payments up to the limits of the Allowance Account have been authorized.

5.1.1 Compensation to the Consultant for Services shall be based as follows:

- 5.1.1.1 Flat Rate: When approved based on resume qualifications and experience, compensation to the Consultant for Services shall be on the basis of flat rates in accordance with the approved fee schedule included in 5.1.2.2 to this Agreement. Any other classifications that may be used during the course of performing the Services and the hourly rate for such classifications shall only be authorized by Service Order.
- 5.1.1.2 Multiple of Direct Salaries: 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 multiple of such Direct Salaries. A not-to-exceed cap for the total fee for assignments given under this compensation basis shall be established prior to the issuance of the initial Services Order.
- 5.1.1.3 Fixed Lump Sum: Under this compensation basis, the Consultant agrees to perform specifically described Services for an agreed fixed dollar amount of compensation.
- 5.1.1.4 Not to Exceed: Under this compensation basis, the Consultant is compensated for the actual time of personnel engaged directly in performing Services under this Agreement. In addition, the Consultant

is compensated for other related services necessary to complete the required services. A not to exceed cap for the total fee for each assignment given under this compensation basis shall be established prior —to the issuance of the Service Order. The compensation method shall be in accordance with the compensation schedule as shown in 5.1.2.2 of this Agreement.

5.1.2 The Fee to the Consultant based on a Multiple of Direct Salaries shall be determined as follows:

5.1.2.1 Compensation for the Principal shall be at the flat rate without application of any multiplier of **Two Hundred Twenty-Five dollars (\$225.00)** per hour.

Principal(s) to be paid this rate is/are those listed by name in Exhibit 2 - "Principals of the Consultant", attached to this Agreement.

Upon mutual agreement between the Owner and the Consultant, the Principals identified in Exhibit 2 - "Principals of the Consultant", may be substituted, provided the total number of Principals does not exceed the number of Principals originally listed.

5.1.2.2. Compensation for all personnel shall either be a direct labor multiplier of **2.9** times the direct salaries for all home office support personnel. 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 CLASSIFICATION	MAXIMUM FLAT RATES
Principal	*\$225.00
	MAXIMUM RAW RATES
Clerical / Administrative Support	\$30.00
Consultant	\$45.00
Managing Consultant/Manager	\$80.00
Project Manager	\$65.00
Senior Consultant	\$60.00
Senior Project Manager	\$105.00
Technical Specialist I	\$40.00

*Hourly Flat Rate

The maximum rate of compensation for all other office personnel, not listed above, not including the multiple of Direct Salaries shall not exceed Eighty dollars (\$80.00) per hour. The Owner reserves the right to adjust the maximum rate.

- 5.1.2 Compensation for authorized overtime services must be approved in writing by Owner prior to incurring overtime charges. For Employees that are salaried and are not required to be paid, time and one half for work over Forty 40 hours. 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:

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

For Employees that are on an hourly basis and are required to be paid at a time and one half overtime rate. 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

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

- 5.1.3 NON-COMPENSABLE CHARGES: Consultant shall not invoice 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, reproduction of drawings and/or specifications, mailing, stenographic, nor shall it invoice for other employee time or travel and substance not directly related to the project. The above Compensation shall cover all such costs pertinent to the project.
- 5.2 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.

- 5.3 PAYMENTS TO SUB-CONSULTANTS: All payments to Sub-consultant(s) employed hereunder shall be the sole responsibility of the Consultant unless otherwise provided for herein or within a Service Order. 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 which include charges for Services by Sub-consultant(s), unless such Services have been performed satisfactorily and the charges are payable to such Sub-consultant(s) pursuant to this Agreement. 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.
- 5.4 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.
- 5.5 CONSEQUENCE FOR NON-PERFORMANCE: The cost of any damages incurred by the Owner as a result of errors or omissions in the Consultant's services 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.

- 5.6 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.
- 5.6.1 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.
- 5.6.2 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.
- 5.6.3 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.
- 5.6.4 No payment shall be made by the Owner to the Consultant for loss of anticipated profit(s) from any abandoned, terminated or suspended Services.
- 5.7 PAYMENT FOR REIMBURSABLE EXPENSES: Reimbursable Expenses as described in Article 7 "Reimbursable Expenses" of this Agreement will be reimbursed by the Owner as verified by appropriate bills, invoices, or statements.
- 5.8 CONTINGENCY ALLOWANCE ACCOUNTS: Pursuant to Section 2-8.1 of the Code, an Allowance of ten percent (10%) of the project base estimate, not exceeding **Five hundred THOUSAND DOLLARS (\$500,000.00)**, may be used by the Owner for unforeseen conditions. Any Allowance Account expenses shall be approved by the Owner in advance and authorized by a Service Order. Any portion of this sum for which payment is not authorized in writing by the Project Manager shall remain the property of Owner.
- 5.9 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 **THIRTEEN THOUSAND SEVEN HUNDRED FIFTYDOLLARS (\$13,750.00)**. 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.

- 5.10 TOTAL AUTHORIZED AMOUNT FOR THIS AGREEMENT: The Total Authorized Amount for this Agreement is **FIVE MILLION FIVE HUNDRED THIRTEEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$5,513,750.00)**. 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 remain the property of the Owner.

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: [sponsor must insert established goal]

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 [sponsor must insert state, county, and city].

6.7 CONTRACT MEASURES: The Consultant is required under this Agreement to achieve a Small Business Enterprise (SBE) Goal in accordance with the Contract Measures applied to this Project as shown in the "Special Provisions" of this Agreement and the attached Certificate of Assurance (COA) (Exhibit 4) as presented in the Consultant's Proposal for the Project.

The Director may declare the Consultant in default of this agreement for failure of the Consultant to comply with the requirements of this paragraph.

ARTICLE 7

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.

- 7.1 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.
- 7.2 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.
- 7.3 All costs for printing and reproduction, in excess of that required under Primary Services, 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.
- 7.4 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 A.O. 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.
- 7.5 Building Information Modeling (BIM) software license fees (if applicable) for license obtained under the Owner's name will be reimbursed.

ARTICLE 8

SPECIAL PROVISIONS

8.1 At any time during the term of this Agreement 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 7 "Reimbursable Expenses" of this Agreement.

8.2 The scope of this Project shall include, but not limited to:

At the request of the Department, at any given time, the Consultant may be required to provide services for more than one (1) project, and/or for more than one (1) Airport.

8.3 Pursuant to Article 6.7, the contract measures for this Agreement is:

Small Business Enterprise (SBE-A&E) 15% Goal

8.4 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.

8.5 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 Capital Improvement Program CIP ("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.

4. 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.

5. 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.

6. 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.

7. 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 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:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension Consultant, above.
3. 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 motor 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 Lobbying," 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 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, CONSULTANT 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 CONSULTANT'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 CONSULTANT, 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, CONSULTANT 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 CONSULTANT 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 CONSULTANT 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.

- 8.26 Notwithstanding and prevailing over any other provision of this Agreement to the contrary, the County Mayor or County Mayor's designee's may exercise the provisions of Section 2-285.2 (4) (d) and (e) of the Code of Miami-Dade County. Individual change orders or amendments shall not exceed 10 percent of the base contract price in cumulative percentage amount; provided however, that the foregoing limitation shall not apply to any change order or amendment related to emergency actions impacting remediation, public safety, health requirements or recovery from natural disaster and the foregoing change orders and amendments shall require ratification by the Board; provided further that the County Mayor or his designee may reduce in any amount the scope and compensation payable under this Agreement and grant compensable and non-compensable time extensions thereunder. Pursuant to Section 2-285.2 (6), the County Mayor or the County Mayor's designee's award and execution of this Contract is subject to ratification by the Board of County Commissioners. If the County Mayor or the County Mayor's designee's action is not ratified, and such legislative action becomes final, this Agreement shall be deemed terminated without further notice. In such event, the Consultant shall not be entitled to recovery of any lost profits or other consequential or indirect damages. However, the Consultant is eligible for payment for any work done prior to failure of the ratification, in accordance with the Article 8 of this Agreement.

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)

Ricondo & Associates, Inc.

ATTEST:

Secretary: Ricondo
Signature and Seal

By: Ricondo
Consultant - Signature

Pete Ricondo, 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

[Signature]
(Assistant County Attorney)

EXHIBIT 1

Fee Schedule

(Not Used)

EXHIBIT 2

PRINCIPALS OF THE CONSULTANT

EXHIBIT 3

CRITICAL PERSONNEL

(Refer to Sub-article 3.20)

EXHIBIT 4

**SMALL BUSINESS ENTERPRISE PARTICIPATION
PROVISIONS and
CERTIFICATE OF ASSURANCE
(COA)**

Contract No. E20-MDAD-04

MDC097



SMALL BUSINESS DEVELOPMENT CERTIFICATE OF ASSURANCE

SMALL BUSINESS PARTICIPATION ON COUNTY A&E AND DESIGN/BUILD PROJECTS

This completed form must be submitted with proposal documents by all proposers on a Miami-Dade County project with Small Business Enterprise ("SBE") program measure(s).

Project No.: E20-MDAD-04 Project Title: Aviation Planning & Programming Consultant Services

Name of Proposer: Ricondo & Associates, Inc. FEIN 36-3663903

Address: 1000 NW 57th Court, Suite 920 City Miami State Florida ZIP 33126

Telephone Number: 305-260-2727 Email address: pricondo@ricondo.com

The proposer is committed to meeting the established SBE measure(s) assigned to this project:

15.0 % SBE-A/E, _____ % SBE-Con, _____ % SBE-G, and/or _____ % SBE-S.
(For Goals, write in the percentage. For Set-aside, put a check mark or x.)

To satisfy the requirements for **Step 1 – Proposal Submittal and Compliance with Small Business Enterprise Program Measure(s)**, the following is required:

1. Acknowledge the SBE program measure(s) (i.e., *SBE-Architecture & Engineering, SBE-Construction, SBE-Goods and/or SBE-Services*) established for this project via this Certificate of Assurance.
2. Acknowledge and confirm that there is an established relationship with the certified Miami-Dade County Small Business Enterprise firm(s) to be subcontracted to achieve the established SBE program measure(s) as indicated in the Project Documents.
3. Acknowledge that all SBE-A/E firms are properly listed on the Letter of Qualifications or Form 8DB submitted, as applicable, as part of the proposal documents and will be utilized, if selected to provide services based on their approved technical certification(s) required for the project.

To satisfy the requirements for **Step 2 – Proposal Evaluation and Recommendation for Award**, please attest that:

I understand that my company will be deemed non-compliant and not eligible to be considered for an award if I fail to (1) submit this Certificate of Assurance with my proposal documents, or (2) complete the Utilization Plan listing all certified Miami-Dade County SBEs to be subcontracted to satisfy the project's established SBE measure(s) via the County's Business Management Workforce System ("BMWS"), within the specified time frame, upon email notification from Small Business Development ("SBD") or BMWS. Each SBE-A/E sub-consultant listed on the Letter of Qualifications or Form 8DB, as applicable, must confirm their sub-contractual relationship (i.e., work to be performed, and the value or percentage of said work) in the Utilization Plan via BMWS, for approval by SBD.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

BEFORE ME, an officer duly authorized to administer oaths and take acknowledgement, personally appeared Pete Ricondo, who being first sworn deposes and affirms that the provided information statements are true and correct to the best of his/her knowledge information and belief.

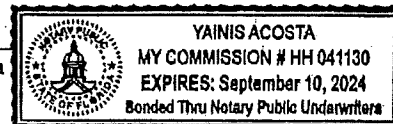
[Signature]
Proposer's Signature (Owner/Officer)

SWORN TO and subscribed before me this 30 day of January, 2022

My Commission Expires:

September 10, 2024

[Signature]
Signature of Notary Public-State of Florida



AFFIDAVITS

Contract No. E20-MDAD-04

MDC099

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

This sworn statement is submitted for:

PROJECT TITLE: Final PSA for Execution Request-Aviation Planning & Programming Consultant Services

PROJECT NUMBER: E20_MDAD-04

COUNTY OF Cook

STATE OF Illinois

Before me the undersigned authority appeared Ramon Ricondo (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

Ricondo & Associates, Inc.

(Name of Entity)

20 N Clark Street, Suite 1500, Chicago, IL 60602

(Address of Entity)

36 / 366.3903 / / / / /
Federal Employment Identification Number

hereinafter referred to as the Entity being its

President

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

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

AFF-1

Contract No. E20-MDAD-04

MDC100

**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.]**

AFF-2

Contract No. E20-MDAD-04

MDC101

**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.

AFF-3

Contract No. E20-MDAD-04

MDC102

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-04 Federal Employer Identification No. (FEIN): 36-3663903
 Contract Title: Final PSA for Execution Request - Aviation Planning & programing Consultant 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 { Ricondo & Associates, Inc. } ("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:

AFF-4

Contract No. E20-MDAD-04

MDC103

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.

Ricardo
(Signature of Authorized Representative)

Ramon Ricondo

(Print Name of Authorized Representative)

Title President

Date 6/24/2022

Notary Public Information

Notary Public – State of Illinois

County of Cook

Subscribed and sworn to (or affirmed) before me this 24th day of June 20 22

by Ramon Ricondo He or she is personally known to me ☒ or has produced I.D. ☐

Type of identification produced _____

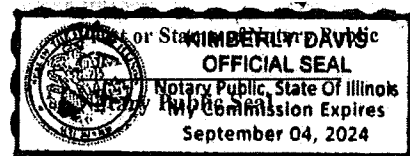
Kimberly Davis

Signature of Notary Public

9/4/2024

Expiration Date

Serial Number _____



Commission No. 607838

AFF-5

Contract No. E20-MDAD-04

MDC104

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

(Insert Here)

Subcontracting Policies Statement

- a. Identify the technical skills needed to accomplish the County's assigned scope of work.
- b. Research and identify local firms that possess the technical expertise needed to support the County's scope of work, beginning with the subconsultant team members included in the proposal for this contract submitted by the County.
- c. If additional resources are needed outside of the subcontracting team member firms to fulfill the scope of work and provide the technical expertise needed to complete the scope of work, R&A will research and identify local firms and/or specialty national firms possessing the required resources and expertise.
- d. If appropriate, R&A may also subcontract with local firms under mentoring arrangement in which senior professionals from R&A will mentor and guide junior staff from the subconsulting firm for airport planning assignments associated with one of the County's general aviation airports.
- e. Allow local prospective subconsultant firms to meet with appropriate personnel from R&A to discuss technical services and expertise needed to satisfy existing and (if known) anticipated work assignments; and
- f. Award subcontractors based on full and complete consideration of a subconsultant's technical capabilities, contracted scope of work and technical requirements, and opportunities for mentoring and training.

PROOF OF AUTHORIZATION TO DO BUSINESS

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

(Insert Here)

State of Florida

Department of State

I certify from the records of this office that RICONDO & ASSOCIATES, INC. is an Illinois corporation authorized to transact business in the State of Florida, qualified on March 28, 1990.

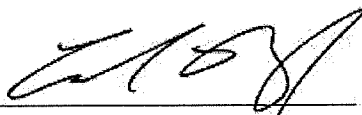
The document number of this corporation is P28662.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on April 22, 2022, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-fourth day of June,
2022*




Secretary of State

Tracking Number: 0542408310CU

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

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

CERTIFICATE OF INSURANCE

Contract No. E20-MDAD-04

MDC109

Client#: 1606319

RICONASSOC

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/27/2022

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 222 S.Riverside Plaza, Suite 900 Chicago, IL 60606 312 920-9177		CONTACT NAME: Terri Wolfe PHONE (A/C, No, Ext): 309-743-3027 FAX (A/C, No): E-MAIL ADDRESS: terri.wolfe@usi.com															
INSURED Ricondo & Associates, Inc. 20 North Clark St. #1500 Chicago, IL 60602		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Indemnity Company of CT</td> <td>25682</td> </tr> <tr> <td>INSURER B: Travelers Property Cas. Co. of America</td> <td>25674</td> </tr> <tr> <td>INSURER C: Standard Fire Insurance Company</td> <td>19070</td> </tr> <tr> <td>INSURER D: Lloyd's of London</td> <td>SURPLU</td> </tr> <tr> <td>INSURER E: Travelers Indemnity Co of America</td> <td>25666</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Indemnity Company of CT	25682	INSURER B: Travelers Property Cas. Co. of America	25674	INSURER C: Standard Fire Insurance Company	19070	INSURER D: Lloyd's of London	SURPLU	INSURER E: Travelers Indemnity Co of America	25666	INSURER F:	
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INSURER F:																	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY		6801H025632	08/01/2021	08/01/2022	EACH OCCURRENCE \$1,000,000
B	☐ CLAIMS-MADE ☒ OCCUR		6804H307641	08/01/2021	08/01/2022	DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
A			6801H089603	08/01/2021	08/01/2022	MED EXP (Any one person) \$5,000
B			6604H024167	08/01/2021	08/01/2022	PERSONAL & ADV INJURY \$1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:						GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY		BA9P165945	08/01/2021	08/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR		CUP6S20480A21NF	08/01/2021	08/01/2022	EACH OCCURRENCE \$17,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE					AGGREGATE \$17,000,000
	DED ☒ RETENTION \$10,000					\$
C	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	UB8K116645	08/01/2021	08/01/2022	X 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
D	Professional Liability (claims-made)		W163DD210801	08/01/2021	08/01/2022	\$5,000,000 per claim \$5,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: MDAD Aviation Plan & Prog E20-MDAD-04

The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Risk Management and Support Services (See Attached Descriptions)

APPROVED

JUL 07 2022

ADDITIONAL RISK MANAGEMENT AND SUPPORT SERVICES

CERTIFICATE HOLDER

CANCELLATION

Miami-Dade County 111 NW 1st St 13th FL Miami, FL 33128	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 
---	---

ACORD 25 (2016/03) 1 of 2
#S36451640/M32885303

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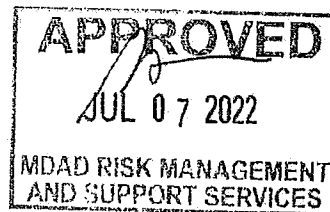
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LXCAA

MDC110

DESCRIPTIONS (Continued from Page 1)

Insured status to Miami-Dade County, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured.



Milford Cockfield