

**MIAMI INTERNATIONAL AIRPORT (MIA)
NORTH TERMINAL DEVELOPMENT (NTD) PROGRAM
CLAIMS RESOLUTION PROCEDURES**

The procedures set forth below shall be used in resolving and/or monitoring certified claims submitted by construction manager, managing general contractors, general contractors, trade contractors, subcontractors, suppliers, designers and others (“Claimants”) related to work performed in connection with the North Terminal Development Program (NTD). For purposes of this document, a claim is a properly certified written request or demand from a Claimant which represents a distinct or meaningful portion of the work performed or time incurred in the performance of the work and not divided artificially to avoid the requirements of the claims review process set forth below or to take advantage of delegated settlement authority. MDAD shall make an initial determination that a claim is proper before application of the NTD claims resolution procedure set forth below.

1. The Miami-Dade Aviation Department (MDAD) will publish a log (the “NTD Claims Log”) of all claims in MDAD’s possession, and each claim will be assigned a unique tracking number. The NTD Claims Log will include:
 - the applicable NTD Project number,
 - the tracking number assigned to the claim,
 - the amount of money requested in the claim,
 - the date upon which a certification in compliance with the County’s False Claims Ordinance was received by MDAD, and
 - claim status.

The NTD Claims Log and a copy of these procedures are posted on the MDAD’s website at http://www.miami-airport.com/html/capital_program.html and will be updated periodically.

2. MDAD requires that all claims be certified pursuant to the Miami-Dade County False Claims Ordinance (Code of Miami-Dade County, FL, Article XV, Sections 21-255 *et seq.*, Ord. No. 99-152), attached. All claims must be certified as a condition precedent to any further action by the County. The County requires all claims to be supported with complete and accurate documentary support for all issues of entitlement and all costs claims.
3. Miami-Dade County will only consider the following types of certified claims:
 - claims asserted by the Turner Austin Airport Team (TAAT) arising out of or relating to work performed prior to July 27, 2005;
 - claims asserted by a general contractor, trade contractor, subcontractor or supplier (inclusive of pass-through claims of lower-tier subcontractors,

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suppliers and vendors) arising out of or relating to work performed prior to July 27, 2005, provided each such Claimant has or had a direct contractual relationship with TAAT:

- claims asserted by a supplier, general contractor or design professional that has or had a direct contractual relationship with American Airlines (inclusive of pass-through claims of subconsultants, subcontractors, suppliers and/or vendors) arising out of or relating to work performed prior to July 1, 2005; and/or
 - claims asserted by contractor or other entity having a direct contractual relationship with the County.
4. MDAD will review, evaluate and attempt to resolve all properly certified claims submitted by Claimants (on behalf of themselves and/or their respective subcontractors and suppliers) who held contracts directly with TAAT and/or American Airlines, or the County (“Prime Contractor Claimants”) to the extent the claimed costs were caused or otherwise attributable to the acts or omissions of American Airlines and/or MDAD. It is important to note that claim amounts or parts thereof not caused or attributable to American Airlines and/or the County will not be compensated under this process.

A CSBE firm that was a subcontractor at any level to a Prime Contractor who has requested that its Prime Contractor pass through its claim and whose Prime Contractor fails or refuses to do so and/or to provide sufficient information to determine whether or not the Prime Contractor has complied with any such request, should submit its certified claims(s) directly to MDAD with a statement of the efforts made by the claimant to work with its Prime Contractor as required above, and the response(s) received by the claimant from the Prime Contractor to date. Although MDAD cannot resolve any such claim by a second tier or lower subcontractor, supplier or third party directly with the Claimant, MDAD will contact the Prime Contractor involved and request the factual basis, in writing, for the Prime Contractor’s failure and/or refusal to cooperate with the Claimant. MDAD will provide a copy of the Prime Contractor’s written response to the Claimant(s) involved.

5. MDAD reserves the right to prioritize the processing of all claims. Claims of Community Small Business Enterprise (CSBE) Prime Contractors shall be given priority review status over non-CSBE Prime Contractor claims to the fullest extent practical.
6. Based on the priorities established by MDAD, claims will be reviewed by the County’s Claims Consultant who will prepare and present findings and recommendations to the Owner’s Review Board (“ORB”) for consideration and further disposition.
7. The ORB shall consist of three (3) individuals designated by the Deputy Aviation Director, one of whom serves as ORB Chairman. Based on a review of the Claim analysis provided by the Consultant and any other pertinent information available, the

ORB shall forward written, non-binding recommendations to the Deputy Aviation Director for the further disposition of the claim.

8. The Deputy Aviation Director may, at his discretion, approve, modify or reject the recommendation submitted by the ORB. The ORB shall implement the Deputy Aviation Director's decision with regard to each claim as follows:
- If a claim is rejected entirely, the Chairman of the ORB shall so notify the Contractor in writing.
 - If a claim is to be paid, in part or in full, the Chairman of the ORB shall notify the contractor and shall deliver to the contractor a proposed settlement agreement and conditional releases to be executed by CSBE's in the form more particularly authorized in this procedure.
 - Authorized settlements shall include the following provisions to protect payments to CSBE subcontractors: (a) a release executed by each CSBE subcontractor whose work is involved in the claim, regardless of tier, specifically identifying the amount payable to such CSBE subcontractor from the settlement proceeds, and (b) an express contractual commitment of the prime to the County and to such CSBE contractor to pay such amount to the CSBE subcontractor which shall be expressly enforceable by the CSBE subcontractor and/or the County on its behalf. Attached hereto as exhibits are forms of such agreements. MDAD, in consultation with the County Attorney, is authorized to deviate from the form of such agreements provided that at all times the settlement is in conformance with the material terms set forth above and in this claims review procedure.
 - In the event that any CSBE, in the opinion of MDAD and the Director of the Department of Business Development: (a) cannot reasonably be located or (b) is not responding to requests for execution of the appropriate documents or (c) is otherwise rejecting unreasonably a settlement proposal, all to the prejudice of other CSBEs who participate in the same claim, MDAD shall be authorized to enter into a settlement notwithstanding such CSBE's failure or refusal to execute a release, upon written certification of such fact executed jointly by the Deputy Aviation Director and the Director of the Department of Business Development. In such event, the amounts payable as a result of such settlement shall be reduced by the amount determined to be reasonably payable to such CSBE which amount shall be retained by the County on account for future payment upon proper documentation of entitlement.
 - The fully executed settlement agreements, together with the fully executed CSBE releases, will be approved for payment as follows:

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- For those less than \$1 million, by the County Manager or his designee.
 - For those equal to or greater than \$1 million, by the Board of County Commissioners.
9. The Board of County Commissioners shall retain full authority to approve any settlements upon recommendation of the County Manager. In the event the County Manager determines that it is in the best interest of the County to recommend a settlement to the Board which deviates from the process set forth herein, such deviation shall be expressly identified in the County Manager's recommendation stating the reason for such recommendation notwithstanding the deviation.
 10. This process shall be suspended and any outstanding conditional offers shall be immediately revoked if the Claimant engages in active litigation in which American Airlines or the County is named as parties, either directly or by a third-party action.
 11. Nothing herein is intended nor should it be construed as a waiver, release or limitation upon the County of its contractual, legal, equitable or other rights and defenses, all such contractual, legal, equitable and other rights and defenses being expressly reserved.
 12. Claims shall be submitted via U. S. Mail to:

Mr. Juan A. Gonzalez, P.E., CGC
Chief Airport Construction
Miami International Airport
P.O. Box 025504
Miami, FL 33102-5504

Or hand delivered to:

Mr. Juan A. Gonzalez, P.E., CGC
Chief Airport Construction
Miami International Airport
4200 NW 36 Street
Building 5A, 4th Floor
Miami, FL 33122