

PERMIT NO.: \_\_\_\_\_  
CUST. NO.: \_\_\_\_\_  
DOC.NAME: \_\_\_\_\_

MIAMI-DADE COUNTY, FLORIDA  
MIAMI-DADE AVIATION DEPARTMENT  
  
MIAMI INTERNATIONAL AIRPORT

**AIRCRAFT DEMOLITION SERVICES PERMIT AGREEMENT**

ADMINISTRATIVE PERMIT issued pursuant to Administrative Order No. 8-5 and Operational Directive OD. No. 04-03.

ISSUED TO:

**AOA access is authorized for personnel and equipment.**

1. Term - Commencing on \_\_\_\_\_ (on the date Permit is executed) for a term of month-to-month, not to exceed one year from the commencement date, cancelable by either party, without cause, upon five (5) days written notice.

2. Use – Aircraft demolition of the aircraft identified below at Miami International Airport:

*Identify the Model of Aircraft to be demolished, Registration Number and the Serial Number.*

3. Fee - \$2,000.00 per month per aircraft for the first three months and \$4,000.00 per aircraft per month thereafter, tax included. Fee for the first month is payable prior to issuance of Permit; thereafter, fees payable on the first day of the month without billing to:

Miami-Dade County Aviation Department  
Finance Division  
P.O. Box 526624  
Miami, Florida 33152-6624

4. Maintenance - Permittee shall keep the premises clean of all trash and refuse of any nature which may accumulate and arise from the permitted use on a daily basis, and at the end of the term of the Permit remove all remaining debris and foreign matter which may have accumulated in the general area of demolition.

5. Transfer - This Permit is not transferable.
6. Insurance - Permittee shall maintain during the term of this Administrative Permit the following insurance:
  - A. Commercial General Liability Insurance: On a comprehensive basis, including Contractual Liability, products, and completed operations in an amount not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be included as an Additional Insured with respect to this coverage.
  - B. Automobile Liability Insurance: Automobile Liability Insurance, covering all owned, non-owned, and hired vehicles used by the Permittee in connection with its operations under this Permit in an amount not less than:
    - a) \$5,000,000 combined single limit per occurrence for bodily injury and property damage covering vehicles when being used by the Permittee on the Air Operations Area ("AOA") of the Airport.
    - b) \$300,000 combined single limit per occurrence for bodily injury and property damage covering vehicles when being used by the Permittee off the AOA.
    - c) Workmen's Compensation Insurance: Workmen's Compensation Insurance for all employees as required by Florida Statute 440.
  - C. Quality of Insurance Company: The insurance coverages required herein shall include those classifications as listed in the Standard Liability Insurance Manuals that most nearly reflect the operations of the Permittee under this Permit. All insurance policies required herein shall be issued by companies authorized to do business under the Laws of the State of Florida. The companies must be rated no less than "A-" as to Management, and no less than "VII" as to strength in accordance with the latest edition of "Best's Insurance Guide", published by A.M. Best Company, Inc., or its equivalent as approved by MDAD's Risk Management Division.
  - D. Certificates of Insurance: Prior to the commencement of operations hereunder, the Permittee shall furnish certificates of insurance to Miami-Dade County, which certificates shall clearly indicate that the Permittee has obtained insurance in the type, amount and classifications as required for strict compliance with this Section. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to Miami-Dade County. **Miami Dade County shall be named as an Additional Insured under the Commercial Liability coverage.**

- E. Additional Insurance: The County reserves the right to require the Permittee to provide such reasonably amended insurance coverage or such additional types of insurance coverage as MDAD deems necessary or desirable from time to time during the term of this Permit. Upon MDAD's issuance of notice in writing to the Permittee regarding such amended or additional insurance coverage requirements, such requirements shall automatically amend the insurance requirements of this Permit as of the effective date stated in such notice.
7. Environmental - In connection with the aircraft demolition authorized herein, the Permittee shall comply with the following:
- A) Environmental Insurance: unless otherwise agreed to in writing by the County, or due to the existence of such coverage in other policies or for other reasons, the Permittee shall obtain pollution and remediation legal liability insurance to cover the risks associated with the handling, storage, use, disposal, and possible release of Hazardous Materials at the Premises in the face amount of \$2,000,000.00. In any such policy, the County shall be named as an additional insured and Lessee, upon execution of this Agreement, shall deliver to the County a copy of the insurance policy and certificate consistent with this paragraph.
- B) The Permittee shall obtain, pay for and maintain current all necessary environmental permits and licenses required by appropriate Federal, State and County agencies which shall be displayed at the work site.
- C) The Permittee shall ensure that all wastes, generated in connection with demolition of the aircraft or drained from the aircraft, are stored in a secure location with secondary containment and are disposed of in accordance with applicable Federal, State and County regulations.
- D) The Permittee shall ensure that there is no discharge of wastes or fluids to the ground or the groundwater of Miami-Dade County. In the event of such a discharge, the Permittee shall immediately contain the spill, notify the Aviation Department's Environmental Engineering Division and commence clean-up procedures. Any such discharge to storm drains, sanitary sewers or other conduits for migration to the groundwater shall be immediately reported to the Environmental Engineering Division.

8. Rules and Regulations - Permittee, notwithstanding anything to the contrary herein, shall comply with the ordinances of the County pertaining to the rules and regulations of the Aviation Department, Chapter 25, Code of Miami-Dade County, Florida, and as it may be amended from time to time, and all additional laws, ordinances, administrative orders, operational directives, regulations and rules of the Federal, State and County governments which may be applicable to its operation under this Permit Agreement.
9. Special Provisions - Permittee shall provide a fire extinguisher and firewatcher at the site during work hours. Furthermore, the Permittee must maintain nearby at the site a spill kit available to ensure speedy recovery of an unexpected spill. All work must be conducted by Permittee away from open ground areas and storm drains.
10. Non-Discrimination - The Permittee, for himself/herself, his/her heirs, personal representatives, successors in interest, assigns, and contractors, as part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said Permit, (2) that in the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the Permittee will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Non-discrimination Acts and Authorities (attached hereto as Exhibit 1).
11. Indemnity Hold Harmless - Permittee shall defend, indemnify and hold County harmless from any and all claims, liabilities, losses and causes of actions which may arise out of this Permit or the performance by the Permittee, its employees, agents, contractors, subcontractors, or other parties acting on Permittee's behalf hereunder, of the rights and privileges granted by this Permit.
12. Actions at Termination: The Permittee shall vacate, quit, surrender up and deliver the Premises to the County on or before the termination date of this Agreement, whether by lapse of time or otherwise. The Permittee shall surrender the Premises in the condition required under Paragraph 4. (Maintenance) herein. The Permittee shall request an inspection of the demolition area from the property manager no later than 48 hours prior to the surrender of the premises.

If the Permittee is advised that there is indication of questionable discharge, or hazardous substance or environmental contaminant within the premises, into the ground under or contiguous to the Premises, then the Permittee may be required to, at its expense, retain an approved environmental consultant to perform whatever environmental assessment may be required to determine the extent of such release. The Permittee shall comply with the recommendations and conclusions of such consultant regarding environmental clean-up efforts that may be required and shall comply with any other clean up requirements imposed on the Permittee by Federal, State or County laws, regulations or codes.

This Permit is issued subject to the above Terms and Conditions.

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

Date: \_\_\_\_\_

By: \_\_\_\_\_  
K. A. Pyatt, Deputy Aviation Director

The Permittee hereby accepts this Permit and agrees to abide by the Terms and Conditions hereto.

**PERMITTEE:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
President

\_\_\_\_\_  
(Print Name)

(CORP SEAL)

**AFFIRMATION**

My name is \_\_\_\_\_ and I acknowledge that I have been  
duly sworn to make this affirmation:

I hereby affirm that I am the President of \_\_\_\_\_.  
and that I have full authority to enter into and execute  
Permit No. \_\_\_\_\_ with Miami-Dade Aviation Department on  
behalf of \_\_\_\_\_.

**PERMITTEE**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
President

\_\_\_\_\_  
Print Name

STATE OF: \_\_\_\_\_  
COUNTY OF: \_\_\_\_\_

SUBSCRIBED AND SWORN TO (or affirmed) before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_,  
(Authorized Representative)  
of \_\_\_\_\_, who is personally  
known to me or has produced \_\_\_\_\_ as  
(Type of Identification)

and who did / did not take an oath.

\_\_\_\_\_  
(Signature of Notary) (Notary Commission Number)

Notary Public – State of \_\_\_\_\_ Notary Stamp or Seal:  
(State)

## Exhibit 1

### Title VI List of Pertinent Non-discrimination Acts and Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Lessees, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123 (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes



discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

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