Memorandum

MIAMI-DADE COUNTY

Date: November 3, 2009

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Agenda Item No. 8(Q)1C

Subject: Contract Award Recommendation for Wharves Strengthening Program - Project No: E09-SEA-01; Contract No: E09-SEA-01, to HDR Engineering, Inc.

RECOMMENDATION

The attached Professional Services Agreement (PSA) between HDR Engineering, Inc. and Miami-Dade County has been prepared by Miami-Dade Seaport Department and is recommended for approval.

DELEGATION OF AUTHORITY

The authority of the County Mayor or County Mayor's designee to execute and implement this contract is consistent with those authorities granted under the Code of Miami-Dade County. Additional delegation of authorities requested for this contract are as follows:

Section IX of the PSA stipulates that any and all disputes shall be decided by the Director of the Miami-Dade Seaport Department. Section XVIII of the PSA has options to extend the contract time for two one-year periods over the effective five-year term at the discretion of the County Mayor or County Mayor's designee.

SCOPE

PROJECT NAME: Wharves Strengthening Program

PROJECT NO: E09-SEA-01

CONTRACT NO: E09-SEA-01

PROJECT DESCRIPTION: Engineering design services are requested to strengthen the existing steel sheet pile bulkheads along Gantry Crane Wharves I through VII to accommodate the Miami Harbor Phase 3 deepening program to a depth of -50 feet below mean lower low water (MLLW), plus an additional 2-foot over-dredge allowance at the Port of Miami.

The consultant shall provide the necessary investigations, surveys and studies, structural and civil designs, construction documents, all environmental and building permitting (including, but not limited to infrastructure and utilities) and any supportive tasks ancillary to the primary scope of services to successfully complete all phases of the project.

Design development services are anticipated to include, but are not limited to: geotechnical and subsurface investigations; sampling services; surveying; environmental permitting; bulkhead evaluation and analysis; and strengthening alternatives with cost estimates.

Design services are anticipated to include, but are not limited to: preparation of detailed design drawings, general and technical specifications; probable construction costs and scheduling; value engineering; and the preparation and submission of all permit applications and documents, along with the successful resolution of any regulatory agency comments for permit approval.

Post design services are anticipated to include, but are not limited to: bidding assistance; reviewing bid package; responding to information requests; reviewing bid submissions; amending bid package as required; conducting site visits, inspections and attending meetings as requested; reviewing shop drawings, claims, proposed substitutions and change orders, contract schedules, schedule of values and as-built drawings; providing project close-out services as the Engineer of Record, and any supportive task ancillary to the primary scope of services.

PROJECT LOCATION: Port of Miami

PROJECT SITES:

SITE #	LOCATION 1	DIST	ESTIMATE	T-S-R
#75672	1015 N AMERICA WY	5	$1,010,000.00	54-05-42
#75628	1015 N AMERICA WY	5	$1,250,000.00	54-05-42
#75645	1015 N AMERICA WY	5	$240,000.00	54-05-42
Total:			$2,500,000.00	

PRIMARY COMMISSION DISTRICT: District 5 Bruno A. Barreiro

APPROVAL PATH: Board of County Commissioners

OCI A&E PROJECT NUMBER: E09-SEA-01

USING DEPARTMENT: Miami-Dade Seaport Department

MANAGING DEPARTMENT: Miami-Dade Seaport Department

FISCAL IMPACT/FUNDING SOURCE

OPERATIONS COST IMPACT / FUNDING: Not Applicable, this is a PSA for Design.

MAINTENANCE COST IMPACT / FUNDING: Not Applicable, this is a PSA for Design.

LIFE EXPECTANCY OF ASSET: Not Applicable, this is a PSA for Design.

FUNDING SOURCES:	SOURCE	PROJECT NUM	SITE #	AMOUNT
	Seaport Bonds/Loans	645430	#75645	$240,000.00
	FDOT Funds	649730	#75672	$460,000.00
	Seaport Bonds/Loans	649730	#75672	$550,000.00
	Seaport Bonds/Loans	647710	#75628	$1,250,000.00
			Total Funding:	$2,500,000.00

PTP FUNDING: No

GOB FUNDING: No

ARRA FUNDING: No

CAPITAL BUDGET PROJECTS:	CAPITAL BUDGET PROJECT # - DESCRIPTION	AWARD ESTIMATE
	649730- DREDGE III Book Page:104 Funding Year: Proposed Capital Budget Book for FY 09-10, Prior Years' Funds (FDOT)	$460,000.00
	649730- DREDGE III Book Page:104 Funding Year: Proposed Capital Budget Book for FY 09-10, Prior Years' Funds (Seaport Bonds/Loans)	$550,000.00
	647710- DREDGE III BULKHEAD STRENGTHENING Book Page:104 Funding Year: Proposed Capital Budget Book for FY 09-10, FY 2009-10 Funds (Seaport Bonds/Loans)	$1,250,000.00
	645430- INFRASTRUCTURE IMPROVEMENTS Book Page:102 Funding Year: Proposed Capital Budget Book for FY 09-10, FY 2009-10 Funds (Seaport Bonds/Loans)	$240,000.00
	CAPITAL BUDGET PROJECTS TOTAL:	$2,500,000.00

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:

TYPE	CODE	DESCRIPTION
Prime	5.08	PORT AND WATERWAY SYSTEMS - MARINE ENGINEERING DESIGN
Other	3.12	HIGHWAY SYSTEMS - UNDERWATER ENGINEERING INSPECTION
Other	5.09	PORT AND WATERWAY SYSTEMS - ENVIRONMENTAL DESIGN
Other	9.01	SOILS, FOUNDATIONS AND MATERIALS TESTING - DRILLING, SUBSURFACE INVESTIGATIONS AND SEISMOGRAPHIC SERVICES

Other	9.02	SOILS, FOUNDATIONS AND MATERIALS TESTING - GEOTECHNICAL AND MATERIALS ENGINEERING SERVICES
Other	15.01	SURVEYING AND MAPPING - LAND SURVEYING
Other	16.00	GENERAL CIVIL ENGINEERING
Other	17.00	ENGINEERING CONSTRUCTION MANAGEMENT

SUSTAINABLE BUILDINGS ORDINANCE: (I.O NO. 8-8)
Did the Notice to Professional Consultants contain Specific Language requiring compliance with the Sustainable Buildings Program?
YES

NTPC'S DOWNLOADED: 108

PROPOSALS RECEIVED: 6

CONTRACT PERIOD: 2555 Days. The contract period consists of design development 1 year, design and permitting 2 years, bidding 6 months, and construction 1 1/2 years for a total of five (5) years plus two one-year options to extend for professional services requested during the initial term, which equals seven (7) years. These two (2) one-year options to extend are based solely on the approval of the County Mayor or County Mayor's designee.

CONTINGENCY PERIOD: 183 Days.

IG FEE INCLUDED IN BASE CONTRACT: Yes

ART IN PUBLIC PLACES: No

BASE ESTIMATE: $2,272,728.00

BASE CONTRACT AMOUNT: $2,272,728.00

OPTION TO EXTEND:

AMOUNT:	DAYS:	EXTENSION COMMENT:
$0.00	730	These two (2) one-year options to extend are based solely on the approval of the County Mayor or County Mayor's designee.

CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):

TYPE	PERCENT	AMOUNT	COMMENT
PSA	10%	$227,272.00	

TOTAL DEDICATED ALLOWANCE: $0.00

TOTAL AMOUNT: $2,500,000.00

TRACK RECORD/MONITOR

SBD HISTORY OF VIOLATIONS:	None
EXPLANATION:	A Notice to Professional Consultants (NTPC) was advertised on May 1, 2009. There were six proposals submitted on May 22, 2009, in response to the NTPC. All of the proposers were found responsive in meeting the minimum requirements listed in the NTPC. The Competitive Selection Committee (CSC) appointed by the County Manager conducted a First Tier Screening on June 10, 2009 to evaluate the proposals received. The top three ranked firms were shortlisted for further evaluation and the CSC conducted a Second Tier Screening with oral presentations on June 25, 2009. All three firms were evaluated in accordance with Administrative Order 3-39. The final ranking of the firms were as follows: Firm No. 1, HDR Engineering, Inc. received 485 points; Firm No. 2, Berger/Abam Engineers, Inc. received 435 points; and Firm No. 3, CH2M Hill, Inc. received 407 points. Based on the above results, the CSC recommended that negotiations be conducted with HDR Engineering, Inc. The County Manager concurred with the CSC and on July 30, 2009, the first negotiation meeting was held. The work will be performed in three phases: Phase I, Design Development; Phase II, Design; and Phase III, Post Design. After four negotiations, the Negotiation Committee arrived at a lump sum amount for the three phases of the project that was fair and reasonable. The approved project schedule negotiated is also attached with the proposal. Based on the Office of Capital Improvements' CIIS database, the County has completed three (3) evaluations for HDR Engineering, Inc. with an average rating of 3.8 points out of a total 4.0 possible points. Based on the above, it is recommended that this agreement be awarded in the amount of $2,500,000.00 to HDR Engineering, Inc.
SUBMITTAL DATE:	5/22/2009
ESTIMATED NOTICE TO PROCEED:	11/18/2009
PRIME CONSULTANT:	HDR Engineering, Inc.
COMPANY PRINCIPAL:	Charles T. Sinclair, P.E.
COMPANY QUALIFIERS:	Charles T. Sinclair, P.E.
COMPANY EMAIL ADDRESS:	sinclair@hdrinc.com
COMPANY STREET ADDRESS:	15450 New Barn Road, Suite 304
COMPANY CITY-STATE-ZIP:	Miami Lakes, FL 33014

YEARS IN BUSINESS: 13

PREVIOUS EXPERIENCE WITH COUNTY IN THE LAST FIVE YEARS: According to the Firm History Report, as provided by the Department of Small Business Development, within the last five years, HDR Engineering, Inc. has received sixteen (16) Contracts, fourteen (14) through the Equitable Distribution Program with a total value of $6,652,915.61.

SUBCONSULTANTS: Halcrow, Inc.
MACTEC Engineering and Consulting, Inc.
A.D.A. Engineering, Inc.

MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS: Yes

REVIEW COMMITTEE: **MEETING DATE:** 2/18/2009 **SIGNOFF DATE:** 2/19/2009

RESPONSIBLE WAGES: No

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:

TYPE	GOAL	ESTIMATED VALUE	COMMENT
CBE	20.00%	$500,000.00	
CWP	0.00%	0	Not Applicable

MANDATORY CLEARING HOUSE: No

CONTRACT MANAGER NAME / PHONE / EMAIL:	Maria H. Cerna	305-347-4916	Mcerna@miamidade.gov
PROJECT MANAGER NAME / PHONE / EMAIL:	Leonor Ortega	305-347-4892	lortega@miamidade.gov

BACKGROUND The purpose of this project is to accommodate the future -50' dredging project; strengthening improvements are needed on our bulkheads between Wharves I and VII. The existing bulkheads were constructed over a 20-year period (1984 though 2004), and were originally designed for channel water depths ranging from 42' and 46' below mean sea level (MSL).

BUDGET APPROVAL FUNDS AVAILABLE: FOR OSBM DIRECTOR 9-14-09 * DATE

APPROVED AS TO LEGAL SUFFICIENCY: COUNTY ATTORNEY 9-16-09 DATE

CAPITAL IMPROVEMENTS CONCURRENCE: GN 9/24 OCI DIRECTOR 9-24-09 DATE

ASSISTANT COUNTY MANAGER 9-24-09 DATE

CLERK DATE

DATE

* S.T. APPROVAL OF FY-2009-10 PROPOSED CAPITAL BUDGET 9-14-09

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: November 3, 2009

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(Q)1C

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**
_____	**Ordinance creating a new board requires detailed County Manager's report for public hearing**
_____	**No committee review**
_____	**Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) 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(Q)1C
11-3-09

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT AWARD RECOMMENDATION IN THE AMOUNT OF $2,500,000 BETWEEN MIAMI-DADE COUNTY AND HDR ENGINEERING, INC. FOR THE WHARVES STRENGTHENING PROGRAM, CONTRACT NO. E09-SEA-01; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY TERMINATION AND RENEWAL PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Approves the execution of a contract award recommendation between Miami-Dade County and HDR Engineering, Inc. in the amount of $2,500,000 for the Wharves Strengthening Program, in substantially the form attached hereto and made part hereof.

Section 2. Authorizes the Mayor or designee to execute the contract after review and approval by the County Attorney's Office; and to exercise any cancellation and renewal provisions therein.

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

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of November, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.
Richard Seavey

MIAMI-DADE COUNTY

MEMORANDUM

DATE: June 15, 2009

TO: Johnny Martinez, P.E., Director
Office of Capital Improvements

FROM: Penelope Townsley, Director
Department of Small Business Development

SUBJECT: Compliance Review
Project No. E09-SEA-01
Wharves Strengthening Program

The Department of Small Business Development (SBD) has completed its review of the subject project for compliance with the Community Business Enterprise (CBE-A/E) Program for Architectural and Engineering Services. The contract measure established for this project is a 20% CBE sub-consultant goal.

The Professional Services Division of the Miami-Dade Office of Capital Improvements has submitted proposals from Berger Abam Engineers, Inc. (#2), CH2M Hill, Inc. (#3), and HDR Engineering, Inc. (#6) for compliance review.

Berger Abam Engineers, Inc. (#2) submitted the required Letters of Agreement listing C.H. Perez & Associates Consulting Engineers, Inc. to perform Surveying and Mapping-Land Surveying and Engineering Construction Management at 3%, Geosol, Inc. to perform Drilling Subsurface Investigations & Seismographic and Geotechnical & Materials Engineering Services at 7%, HP Consultants, Inc. to perform Drilling Subsurface Investigations & Seismographic, Geotechnical & Materials Engineering Services, and Engineering Construction Management at 5%, and Triangle Associates, Inc. to perform Highway Systems-Underwater Engineering Inspection, also at 5%. Berger Abam Engineers, Inc. is in compliance with the CBE Participation Provisions.

CH2M Hill, Inc. (#3) submitted the required Letters of Agreement listing HBC Engineering Company to perform Environmental Engineering-Stormwater Drainage Design Services, General Civil Engineering, and Engineering Construction Management at 8%, Robayna and Associates, Inc. to perform Surveying and Mapping-Land Surveying, General Civil Engineering, and Engineering Construction Management, also at 8%, and Kaderabek Company to perform Drilling Subsurface Investigations & Seismographic and Geotechnical & Materials Engineering Services at 4%. CH2M Hill, Inc. is in compliance with the CBE Participation Provisions.

HDR Engineering, Inc. (#6) submitted the required Letter of Agreement listing A.D.A. Engineering, Inc. to perform General Civil Engineering and Engineering Construction Management at 20%. HDR Engineering, Inc. is in compliance with the CBE Participation Provisions.

Please note, SBD staff only reviewed and addressed compliance with the CBE-A/E program. The Professional Services Division of the Miami-Dade Office of Capital Improvements is responsible for any other issues that may exist.

Should you have any questions or need any additional information, please do not hesitate to contact Vivian O. Walters, Jr. at (305) 375-3138.

PT: vow

cc: Luisa Millan-Donovan, OCI
Traci Adams-Parish, SBD
File

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Dept. of Small Business Development

Project Worksheet

Project/Contract Title:	EXCLUSIVE PROFESSIONAL SERVICES FOR WHARVES STRENGTHENING PROGRAM (SIC 871)	**RC Date:**	02/18/2009
Project/Contract No:	E09-SEA-01	**Funding Source:**	**Item No:** 1-03
Department:	SEAPORT	FDOT AND SEAPORT LOANS	
Estimated Cost of Project/Bid:	$2,500,000.00		**Resubmittal Date(s):**
Description of Project/Bid:	ENGINEERING SERVICES ARE REQUESTED TO STRENGTHEN THE EXISTING BULKHEADS ALONG GANTRY CRANE WHARVES I THROUGH VII TO ACCOMODATE THE MIAMI HARBOR DEEPENING PROJECT TO A DEPTH OF 50 FEET BELOW MEAN LOWER LOW WATER (MLLW), PLUS AN ADDITIONAL 2-FOOT OVER-DREDGE ALLOWANCE AT THE PORT OF MIAMI.		

Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	CBE	20.00%

Reasons for Recommendation

This project meets all the criteria set forth in A.O. 3-32, Section V.

Funding Sources: FDOT and Seaport Loans

SIC 871 - Architectural and Engineering Services

Analysis for Recommendation of a Goal

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
ENGINEERING CONSTRUCTION MANAGEMENT	CBE	$375,000.00	15.00%	78
SURVEYING AND MAPPING-LAND SURVEYING	CBE	$125,000.00	5.00%	14
	Total	$500,000.00	20.00%	

Living Wages: YES [ ] NO [X]

Responsible Wages: YES [ ] NO [X]

Ordinance 90-143 is applicable to all construction projects over $100,000 that do not utilize Federal Funds

REVIEW COMMITTE RECOMMENDATION

Tier 1 Set Aside

Set Aside ____ **Level 1** ____ **Level 2** ____ **Level 3** ____

Trade Set Aside (MCC) ____ **Goal** 20% **Bid Preference** ____

No Measure ____ **Deferred** ____ **Selection Factor** ____

2.18.09
Chairperson, Review Committee — Date

SBD Director — 2/19/09 Date

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WASTEWATER TRANSMISSION IMPROVEMENTS **PROJECT # 647160**

DESCRIPTION: Upgrade the Port's water and wastewater system to bring up to new standards

LOCATION: Dante B. Fascell Port of Miami-Dade
City of Miami
DISTRICT LOCATED: 5
ESTIMATED ANNUAL OPERATING IMPACT: Minimal
DISTRICT(s) SERVED: Countywide

REVENUE SCHEDULE:	PRIOR	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	FUTURE	TOTAL
Seaport Bonds/Loans	0	500	2,500	6,000	2,000	3,000	0	0	14,000
TOTAL REVENUE:	**0**	**500**	**2,500**	**6,000**	**2,000**	**3,000**	**0**	**0**	**14,000**

EXPENDITURE SCHEDULE:	PRIOR	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	FUTURE	TOTAL
Construction	0	500	2,500	6,000	2,000	3,000	0	0	14,000
TOTAL EXPENDITURES:	**0**	**500**	**2,500**	**6,000**	**2,000**	**3,000**	**0**	**0**	**14,000**

Seaport Dredging

DREDGE III **PROJECT # 649730**

DESCRIPTION: Dredge southern part of Lummus Island to a depth of 50 feet allowing port capacity for larger ships

LOCATION: Dante B. Fascell Port of Miami-Dade
City of Miami
DISTRICT LOCATED: 5
ESTIMATED ANNUAL OPERATING IMPACT: Minimal
DISTRICT(s) SERVED: Countywide

REVENUE SCHEDULE:	PRIOR	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	FUTURE	TOTAL
Army Corps of Engineers	2,800	0	2,142	16,372	16,372	17,598	17,597	0	72,881
FDOT Funds	550	0	0	0	0	1,840	1,840	0	4,230
Seaport Bonds/Loans	550	0	1,428	19,299	19,299	19,299	19,299	0	79,174
TOTAL REVENUE:	**3,900**	**0**	**3,570**	**35,671**	**35,671**	**38,737**	**38,736**	**0**	**156,285**

EXPENDITURE SCHEDULE:	PRIOR	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	FUTURE	TOTAL
Planning and Design	3,900	0	0	0	0	0	0	0	3,900
Construction	0	0	3,570	35,671	35,671	38,737	38,736	0	152,385
TOTAL EXPENDITURES:	**3,900**	**0**	**3,570**	**35,671**	**35,671**	**38,737**	**38,736**	**0**	**156,285**

DREDGE III BULKHEAD STRENGTHENING **PROJECT # 647710**

DESCRIPTION: Strengthen Port bulkhead areas for Dredge III project

LOCATION: Dante B. Fascell Port of Miami-Dade
City of Miami
DISTRICT LOCATED: 5
ESTIMATED ANNUAL OPERATING IMPACT: Minimal
DISTRICT(s) SERVED: Countywide

REVENUE SCHEDULE:	PRIOR	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	FUTURE	TOTAL
FDOT Funds	0	550	0	0	1,840	0	0	0	2,390
Seaport Bonds/Loans	0	1,250	0	12,100	10,100	0	0	0	23,450
TOTAL REVENUE:	**0**	**1,800**	**0**	**12,100**	**11,940**	**0**	**0**	**0**	**25,840**

EXPENDITURE SCHEDULE:	PRIOR	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	FUTURE	TOTAL
Construction	0	1,800	0	12,100	11,940	0	0	0	25,840
TOTAL EXPENDITURES:	**0**	**1,800**	**0**	**12,100**	**11,940**	**0**	**0**	**0**	**25,840**

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BUDGET PROJECT 649730 - (As per 2008-2009 Approved Budget)

Project Title: 649730-DREDGE III

Project Desc: Dredge southern part of Lummus Island to a depth of 50 feet allowing port capacity for larger ships

	Prior:	08-09:	09-10:	10-11:	11-12:	12-13:	13-14:	FUTURE:	Total:
CDP Revenue	0	6,910,000	0	0	0	0	74,298,000	75,310,000	156,518,000
CDP Expenditures	0	6,910,000	0	0	0	0	74,298,000	75,310,000	156,518,000

Project Type: Capital Update Type

CDP Project Revenue

CDP Revenue:	Prior:	08-09:	09-10:	10-11:	11-12:	12-13:	13-14:	FUTURE:	Total:
Army Corps of Enginee	0	2,670,000	0	0	0	0	32,744,000	35,195,000	70,609,000
FDOT Funds	0	1,220,000	0	0	0	0	1,439,000	0	2,659,000
Seaport Bonds/Loans	0	3,020,000	0	0	0	0	40,115,000	40,115,000	83,250,000

CDP Project Milestones

CDP Milestone:	Prior:	08-09:	09-10:	10-11:	11-12:	12-13:	13-14:	FUTURE:	Total:
Planning/Design	0	6,910,000	0	0	0	0	0	0	6,910,000
Construction	0	0	0	0	0	0	74,298,000	75,310,000	149,608,000

CIIS Site Funding Info

SITE / Location:	Prior:	08-09:	09-10:	10-11:	11-12:	12-13:	13-14:	FUTURE:	Total:
75672-1015 N AMERICA WY	0	13,820,000	0	0	0	0	148,596,000	0	313,036,000

Add GEO Coded Site | PROJECT SITES | SITE SCHEDULES REPORT 20

PROJECT REPORT 4

EXIT

Current Contracts for Project 649730

Dept	ContractNo	Contract Name	RTA / MCC Estimated Allocation	Award / MCC Award Allocation	CIIS Award
SP	E09-SEA-01	Wharves Strengthening Program	$790,000.00	$0.00	$2,500,000.00
SP	E09-SEA-01	Wharves Strengthening Program	$460,000.00	$0.00	$2,500,000.00
SP	E09-SEA-01	Wharves Strengthening Program	$1,250,000.00	$0.00	$2,500,000.00
SP	E09-SEA-01	Wharves Strengthening Program	$0.00	$460,000.00	$2,500,000.00
SP	E09-SEA-01	Wharves Strengthening Program	$0.00	$550,000.00	$2,500,000.00
		Total Allocated:	$2,500,000.00	$1,010,000.00	

Current Contracts for Sites of Project 649730

(Theses contracts are not necessarily funded from this project)

Dept	Site NO	ContractNo	Award Allocation
SP	#75672	E09-SEA-01	$1,010,000.00

BUDGET PROJECT 647710 - (As per 2008-2009 Approved Budget)

Project Title: 647710-DREDGE III BULKHEAD STRENGTHENING

Project Desc: Strengthen Port bulkhead areas for Dredge III project

	Prior:	08-09:	09-10:	10-11:	11-12:	12-13:	13-14:	FUTURE:	Total:
CDP Revenue	0	0	0	0	0	26,000,000	0	0	26,000,000
CDP Expenditures	0	0	0	0	0	26,000,000	0	0	26,000,000

Project Type: Capital Update Type

CDP Project Revenue

CDP Revenue:	Prior:	08-09:	09-10:	10-11:	11-12:	12-13:	13-14:	FUTURE:	Total:
Seaport Bonds/Loans	0	0	0	0	0	26,000,000	0	0	26,000,000

CDP Project Milestones

CDP Milestone:	Prior:	08-09:	09-10:	10-11:	11-12:	12-13:	13-14:	FUTURE:	Total:
Planning/Design	0	0	0	0	0	2,800,000	0	0	2,800,000
Construction	0	0	0	0	0	23,200,000	0	0	23,200,000

CIIS Site Funding Info

SITE / Location:	Prior:	08-09:	09-10:	10-11:	11-12:	12-13:	13-14:	FUTURE:	Total:
75628-1015 N AMERICA WY	0	0	1,480,000	1,020,000	0	26,000,000	0	0	28,500,000

Add GEO Coded Site | PROJECT SITES | SITE SCHEDULES REPORT 20

PROJECT REPORT 4

EXIT

Current Contracts for Project 647710

Dept	ContractNo	Contract Name	RTA / MCC Estimated Allocation	Award / MCC Award Allocation	CIIS Award
SP	E09-SEA-01	Wharves Strengthening Program	$0.00	$1,250,000.00	$2,500,000.00

Current Contracts for Sites of Project 647710

(Theses contracts are not necessarily funded from this project)

Dept	Site NO	ContractNo	Award Allocation
SP	#75628	E09-SEA-01	$1,250,000.00

FENDER REPLACEMENTS **PROJECT # 642380**

DESCRIPTION: Install replacement fenders to curb damage in gantry area

LOCATION: Dante B. Facell Port of Miami-Dade
City of Miami

DISTRICT LOCATED: 5
ESTIMATED ANNUAL OPERATING IMPACT: Minimal
DISTRICT(s) SERVED: Countywide

REVENUE SCHEDULE:	PRIOR	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	FUTURE	TOTAL
Seaport Bonds/Loans	474	220	0	0	0	0	0	0	694
TOTAL REVENUE:	**474**	**220**	**0**	**0**	**0**	**0**	**0**	**0**	**694**

EXPENDITURE SCHEDULE:	PRIOR	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	FUTURE	TOTAL
Construction	474	220	0	0	0	0	0	0	694
TOTAL EXPENDITURES:	**474**	**220**	**0**	**0**	**0**	**0**	**0**	**0**	**694**

INFRASTRUCTURE IMPROVEMENTS **PROJECT # 645430**

DESCRIPTION: Update and improve various infrastructure portions of the Port

LOCATION: Dante B. Fascell Port of Miami-Dade
City of Miami

DISTRICT LOCATED: 5
ESTIMATED ANNUAL OPERATING IMPACT: Minimal
DISTRICT(s) SERVED: Countywide

REVENUE SCHEDULE:	PRIOR	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	FUTURE	TOTAL
Seaport Bonds/Loans	21,190	2,500	1,000	1,000	1,000	1,000	1,000	0	28,690
TOTAL REVENUE:	**21,190**	**2,500**	**1,000**	**1,000**	**1,000**	**1,000**	**1,000**	**0**	**28,690**

EXPENDITURE SCHEDULE:	PRIOR	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	FUTURE	TOTAL
Construction	21,190	2,500	1,000	1,000	1,000	1,000	1,000	0	28,690
TOTAL EXPENDITURES:	**21,190**	**2,500**	**1,000**	**1,000**	**1,000**	**1,000**	**1,000**	**0**	**28,690**

PARKING GARAGE TERMINAL D **PROJECT # 643320**

DESCRIPTION: Construct parking garage for Terminal D as part of tenant agreement

LOCATION: Dante B. Fascell Port of Miami-Dade
City of Miami

DISTRICT LOCATED: 5
ESTIMATED ANNUAL OPERATING IMPACT: Minimal
DISTRICT(s) SERVED: Countywide

REVENUE SCHEDULE:	PRIOR	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	FUTURE	TOTAL
FDOT Funds	4,425	0	0	0	0	0	0	0	4,425
Seaport Bonds/Loans	7,195	1,538	0	0	0	0	0	0	8,733
TOTAL REVENUE:	**11,620**	**1,538**	**0**	**0**	**0**	**0**	**0**	**0**	**13,158**

EXPENDITURE SCHEDULE:	PRIOR	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	FUTURE	TOTAL
Planning and Design	190	0	0	0	0	0	0	0	190
Construction	11,430	1,382	0	0	0	0	0	0	12,812
Art Allowance	0	156	0	0	0	0	0	0	156
TOTAL EXPENDITURES:	**11,620**	**1,538**	**0**	**0**	**0**	**0**	**0**	**0**	**13,158**

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BUDGET PROJECT 645430 - (As per 2008-2009 Approved Budget)

Project Title: 645430-INFRASTRUCTURE IMPROVEMENTS

Project Desc: Update and improve various infrastructure portions of the Port

	Prior:	08-09:	09-10:	10-11:	11-12:	12-13:	13-14:	FUTURE:	Total:
CDP Revenue	13,623,000	1,500,000	0	0	2,000,000	200,000	0	0	17,323,000
CDP Expenditures	13,623,000	1,500,000	0	0	2,000,000	200,000	0	0	17,323,000

Project Type: Capital Update Type

CDP Project Revenue

CDP Revenue:	Prior:	08-09:	09-10:	10-11:	11-12:	12-13:	13-14:	FUTURE:	Total:
FDOT Funds	485,000	0	0	0	0	0	0	0	485,000
Seaport Bonds/Loans	11,989,000	1,500,000	0	0	2,000,000	200,000	0	0	15,689,000
Private Donations	90,000	0	0	0	0	0	0	0	90,000
US Department of Home	1,059,000	0	0	0	0	0	0	0	1,059,000

CDP Project Milestones

CDP Milestone:	Prior:	08-09:	09-10:	10-11:	11-12:	12-13:	13-14:	FUTURE:	Total:
Construction	13,623,000	1,500,000	0	0	2,000,000	200,000	0	0	17,323,000

CIIS Site Funding Info

SITE / Location:	Prior:	08-09:	09-10:	10-11:	11-12:	12-13:	13-14:	FUTURE:	Total:
75006-1015 N AMERICA WAY , 33132	13,623,000	1,500,000	0	0	2,000,000	200,000	0	0	17,323,000
75557-SW quadrant of the Port of Miami	13,623,000	2,086,725	146,681	0	2,000,000	200,000	0	0	18,056,406
75558-909 North Cruise Boulevard	13,623,000	1,500,000	0	0	2,000,000	200,000	0	0	17,323,000
75582-1055 & 1103 North Cruise Boulevard	13,623,000	1,500,000	0	0	2,000,000	200,000	0	0	17,323,000
75645-1015 N AMERICA WY	13,623,000	1,500,000	0	0	2,000,000	200,000	0	0	17,323,000
Total: Count 5	68,115,000	8,086,725	146,681	0	10,000,000	1,000,000	0	0	87,348,406

Add GEO Coded Site | PROJECT SITES | SITE SCHEDULES REPORT 20

PROJECT REPORT 4

EXIT

Current Contracts for Project 645430

Dept	ContractNo	Contract Name	RTA / MCC Estimated Allocation	Award / MCC Award Allocation	CIIS Award
SP	7360: 2006-030.01	Rip Rap Repairs at RCCL Building (Area 1) and Seaboard West (Area 2)	$1,544,341.00	$0.00	$733,406.20
SP	2007.013		$0.00	$100,000.00	

		Oleta River State Park Mitigation			$2,851,269.52
SP	2007.013	Oleta River State Park Mitigation	$0.00	$121,744.10	$2,851,269.52
SP	7040: 2008-101	Cruise Terminals F & G One Stop Shop Modifications	$338,174.00	$0.00	$275,660.00
SP	7040: 2008-102	Cruise Terminal G Third Floor HVAC Modifications	$282,931.00	$0.00	$323,896.16
SP	7360: 2009-028	Wharf I Emergency Repairs	$65,335.50	$0.00	$76,812.96
SP	E09-SEA-01	Wharves Strengthening Program	$0.00	$240,000.00	$2,500,000.00
		Total Allocated:	$2,230,781.50	$461,744.10	

Current Contracts for Sites of Project 645430

(Theses contracts are not necessarily funded from this project)

Dept	Site NO	ContractNo		Award Allocation
SP	#75006	E08-SEA-03		$1,265,000.00
SP	#75645	E09-SEA-01		$240,000.00
			Total Allocated:	$1,505,000.00

Exit

Miami-Dade Seaport Department

Contract Funding Sources

CONTRACT NO: E09-SEA-01

CURRENT CONTRACT E09-SEA-01 FUNDING SOURCE:

Action	Project No	Site No	Index Code	Funding Source	E09-SEA-01 Amount
None	647710	#75628		Seaport Bonds/Loans	$1,250,000.00
None	649730	#75672		Seaport Bonds/Loans	$550,000.00
None	649730	#75672		FDOT Funds	$460,000.00
None	645430	#75645		Seaport Bonds/Loans	$240,000.00

Contract Totals: $2,500,000.00

ADDITIONAL FUNDING SOURCE:

ACTION	Project No	Site No	FUNDING SOURCE	Index Code	SOURCE Total / Allocated		Amount
None	647710	#75628	Seaport Bonds/Loans		$26,000,000 / $1,250,000	0	
None	647710	#75628	Seaport Bonds/Loans		$2,040,000 / N/A	0	
None	647710	#75628	FDOT Funds		$460,000 / N/A	0	
None	645430	#75645	Seaport Bonds/Loans		$15,689,000 / $240,000	0	
None	645430	#75645	FDOT Funds		$485,000 / N/A	0	
None	645430	#75645	Private Donations		$90,000 / N/A	0	
None	645430	#75645	US Department of Homeland Security		$1,059,000 / N/A	0	
None	649730	#75672	Army Corps of Engineers		$70,609,000 / N/A	0	
None	649730	#75672	Seaport Bonds/Loans		$83,250,000 / $550,000	0	
None	649730	#75672	FDOT Funds		$2,659,000 / $460,000	0	
None	649730	#75672	Army Corps of Engineers		$70,609,000 / N/A	0	
None	649730	#75672	Seaport Bonds/Loans		$83,250,000 / N/A	0	
None	649730	#75672	FDOT Funds		$2,659,000 / N/A	0	

ACTION	FUNDING SOURCE	Index Code	Amount
None	Select New Funding..		0

Exit

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DBD
DEPARTMENT OF
BUSINESS DEVELOPMENT

MIAMI DADE COUNTY
Department of Small Business Development
A&E Firm History Report
From: 09/23/2004 **To:** 09/23/2009

FIRM NAME: HDR ENGINEERING, INC.
15450 New Barn Rd, Suite 304
Miami Lakes, FL 33014-2169

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
* EDP-MP-214F03	1	MP	NO MEASURE	12/07/2004	$30,000.00	$0.00	$0.00		
TRAFFIC STUDY									
					$30,000.00				
EDP-PW-20040596	1	PW	NO MEASURE	12/29/2004	$47,034.11	$0.00	$0.00		
FLASHING SCHOOL SIGNAL DESIGN GROUP 1									
					$47,034.11				
EDP-PR-220901-04-007	1	PR	NO MEASURE	03/30/2005	$30,000.00	$0.00	$0.00		
PARKING LOT RENOVATION									
					$30,000.00				
EDP-PW-CMPA 1	1	PW	NO MEASURE	06/02/2005	$48,425.00	$0.00	$0.00		* FLORIDA TRANSPORTATION ENGINEERING, INC. (FTE) - $0.00
CORRIDOR MASTER PLAN ANALYSIS SW 211 ST									
					$48,425.00				
EDP-SW-07S011	1	SW	NO MEASURE	06/05/2007	$37,200.00	$31,540.95	$0.00		
GREEN POWER LANDFILL GAS STUDY FOR FPL									
					$37,200.00				
EDP-WS-S-103	1	WS	NO MEASURE	09/06/2007	$98,256.50	$0.00	$0.00		
WATER USE AUDITS									
					$98,256.50				

N

* Indicates closed or expired contracts
Disclaimer: Payments shown may not reflect current information

Change Orders without dates are pending BCC approval

DBDR0212

Wednesday, September 23, 2009

Ver: 1

DBD
DEPARTMENT OF
BUSINESS DEVELOPMENT

MIAMI DADE COUNTY
Department of Small Business Development
A&E Firm History Report

From: 09/23/2004 **To:** 09/23/2009

FIRM NAME: HDR ENGINEERING, INC.
15450 New Barn Rd, Suite 304
Miami Lakes, FL 33014-2169

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
EDP-WS-S-103-2	1	WS	NO MEASURE	02/15/2008	$50,000.00	$0.00	$0.00		
WATER USE AUDITS									
					$50,000.00				
EDP-AV-0021A	1	AV	NO MEASURE	02/21/2008	$18,500.00	$0.00	$0.00		
TMB - TRAFFIC ENGINEERING STUDIES									
					$18,500.00				
EDP-SW-08F015	1	SW	NO MEASURE	07/02/2008	$40,000.00	$9,336.60	$0.00		
58TH STREET NEW ACCESS ROAD									
					$40,000.00				
EDP-AV-C-0021A-2	1	AV	NO MEASURE	07/16/2008	$0.00	$0.00	$0.00		
TMB - TRAFFIC ENGINEERING STUDIES									
					$0.00				
EDP-SW-08S024	1	SW	NO MEASURE	11/10/2008	$48,500.00	$20,199.38	$0.00		
RENEWAL OF SOUTH DADE LANDFILL TITLE V PERMIT									
					$48,500.00				

DBD
DEPARTMENT OF
BUSINESS DEVELOPMENT

MIAMI DADE COUNTY
Department of Small Business Development
A&E Firm History Report

From: 09/23/2004 **To:** 09/23/2009

FIRM NAME: HDR ENGINEERING, INC.
15450 New Barn Rd, Suite 304
Miami Lakes, FL 33014-2169

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
EDP-WS-S-128	1	WS	NO MEASURE	01/07/2009	$100,000.00	$0.00	$0.00		
WATER USE EVALUATIONS					$100,000.00				
E08-SWM-01	1	SW	NO MEASURE	05/19/2009	$1,455,000.00	$0.00 07/27/2009	$0.00		* A.D.A. ENGINEERING, INC. - $0.00 * HOLT COMMUNICATIONS, INC. - $0.00 * KESSLER CONSULTING, INC. - $0.00 * MEDIA RELATIONS GROUP, LLC - $0.00 * OLMEDILLO X 5, INC. - $0.00 * PLANNING AND ECONOMICS GROUP, INC. - $0.00 * WESTHORP & ASSOCIATES, INC. - $0.00
SOLID WASTE MANAGEMENT MASTERPLAN (SIC 871)					$1,455,000.00				
E08-WASD-03	1	WS	GOAL CBE 35%	06/02/2009	$4,400,000.00	$0.00	$0.00		* ARCHITECTS INTERNATIONAL, INC. - $0.00 * BCC ENGINEERING, INC. - $0.00 * BND ENGINEERS, INC. - $0.00 * HR ENGINEERING SERVICES, INC. - $0.00 * MEDIA RELATIONS GROUP, LLC - $0.00 * NOVA CONSULTING, INC. - $0.00 * TETRA TECH, INC - $0.00
ENG. SERVICES PROPOSED UPGRADES TO ALEXANDER ORR WATER TREATMENT PLANT & THE SOUTH MIAMI-DADE WATER SUPPLY SYSTEM - LEISURE CITY, NARANJA, & ELEVATED WATER TANK, EVERGLADES LABOR CAMP & NEWTON WATER TREATMENT PLANTS & APPURTENANT FACILITIES (SIC 871)					$4,400,000.00				
EDP-SP-SR-2009.028	1	SP	NO MEASURE	07/17/2009	$100,000.00	$0.00	$0.00		
WHARF 1 REPAIRS					$100,000.00				

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DBD
DEPARTMENT OF
BUSINESS DEVELOPMENT

MIAMI DADE COUNTY
Department of Small Business Development
A&E Firm History Report
From: 09/23/2004 **To:** 09/23/2009

FIRM NAME: HDR ENGINEERING, INC.
15450 New Barn Rd, Suite 304
Miami Lakes, FL 33014-2169

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
EDP-AV-S-EF-513	1	AV	NO MEASURE	08/19/2009	$150,000.00	$0.00	$0.00		* THE ARCHITECTURAL DESIGN CONSORTIUM, INC. - $0.00
COMMISSIONING OF MDAD FACILITIES									

$150,000.00

Total Award Amount	**$6,652,915.61**
Total Change Orders Approved by BCC	**$0.00**
	$6,652,915.61
Total Change Orders Approved After Requested Date Range	**$0.00**
Total Change Orders Pending	**$0.00**
	$6,652,915.61

N
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Find Contracts With Search String ==>

Projects

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OFFICE OF CAPITAL IMPROVEMENTS
CAPITAL IMPROVEMENTS INFORMATION SYSTEM
Tuesday, September 22, 2009

All Contracts for FEIN 470680568
HDR Engineering, Inc.

DST	DPT	Type	Contract	Name	Location / Contractor	Estimated Completion Date	Total Award	Last Status Date	% Complete / Status *
30	SW	PSA	E08-SWM-01	Solid Waste Management Master Plan	HDR Engineering, Inc.	6/7/2012	$1,455,000		0% / N/A
30	WS	PSA	E08-WASD-03	Engineering design services for upgrades to the	HDR Engineering, Inc.	N/A	$4,000,000		0% / N/A
5	SP	PSA	E09-SEA-01	Wharves Strengthening Program	HDR Engineering, Inc.	N/A	$2,272,728	6/8/2009	0% / Not Started
0	AV	EDP	EDP-AV-0021A	TMB - TRAFFIC ENGINEERING STUDIES	HDR ENGINEERING, INC.	N/A	$18,500		0% / On Schedule
0	AV	EDP	EDP-AV-0021A-2	TMB - TRAFFIC ENGINEERING STUDIES	HDR Engineering, Inc.	N/A	$3,500		0% / On Schedule
0	AV	EDP	EDP-AV-C-0021A-2	TMB - TRAFFIC ENGINEERING STUDIES	HDR ENGINEERING, INC.	N/A	$3,500		0% / On Schedule
0	MP	EDP	EDP-MP-214F03	TRAFFIC STUDY	HDR ENGINEERING, INC.	N/A	$30,000		100% / Complete
0	PR	EDP	EDP-PR-220901-04-007	PARKING LOT RENOVATION	HDR ENGINEERING, INC.	N/A	$30,000		0% / On Schedule
0	PR	EDP	EDP-PR-99999903003	GENERAL PLAN:BISCAYNE PARK,ROCK PIT 68,& SPANISH	HDR ENGINEERING, INC.	N/A	$47,321		100% / Complete
0	PW	EDP	EDP-PW-20030264	CARIBBEAN BOULEVARD TRAFFIC STUDY	HDR ENGINEERING, INC.	N/A	$35,460		0% / On Schedule
0	PW	EDP	EDP-PW-20040596	FLASHING SCHOOL SIGNAL DESIGN GROUP 1	HDR ENGINEERING, INC.	N/A	$47,034		0% / On Schedule
0	PW	EDP	EDP-PW-CMPA 1	CORRIDOR MASTER PLAN ANALYSIS SW 211 ST	HDR ENGINEERING, INC.	N/A	$48,425		0% / On Schedule
0	SP	EDP	EDP-SP-SR-2009.028	WHARF 1 REPAIRS	HDR ENGINEERING, INC.	N/A	$100,000		0% / On Schedule
0	SW	EDP	EDP-SW-07S011	GREEN POWER LANDFILL GAS STUDY FOR FPL	HDR ENGINEERING, INC.	N/A	$37,200		0% / On Schedule
0	SW	EDP	EDP-SW-08F015	58TH STREET NEW ACCESS ROAD	HDR ENGINEERING, INC.	N/A	$40,000		0% / On Schedule
0	SW	EDP	EDP-SW-08S024	RENEWAL OF SOUTH DADE LANDFILL TITLE V PERMIT	HDR ENGINEERING, INC.	N/A	$48,500		0% / On Schedule
0	WS	EDP	EDP-WS-S-103	WATER USE AUDITS	HDR ENGINEERING, INC.	N/A	$98,257	2/17/2009	0% / On Schedule
0	WS	EDP	EDP-WS-S-103-2	WATER USE AUDITS	HDR ENGINEERING, INC.	N/A	$50,000	2/17/2009	0% / On Schedule
0	WS	EDP	EDP-WS-S-128	WATER USE EVALUATIONS	HDR ENGINEERING, INC.	N/A	$100,000		0% / On Schedule
					Totals:	19	$8,465,425		

* Contracts with Green Name are PSA Agreements
Yellow Status=Inactive Contract

Contracts Status View

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Projects

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Capital Improvements Information System

Contractor Evaluations Report

Dept	Contract	Type	Contractor / Architect Name	Date	Rater	Period	Rate
PR	EDP-PR-220901-04-007	EDP	HDR Engineering, Inc.	2/22/2008	Karen Cheney	Completion of construction	3.3
WS	EDP-WS-S-103	EDP	HDR Engineering, Inc.	2/17/2009	Maribel Balbin	Project conclusion or closeout	4.0
WS	EDP-WS-S-103-2	EDP	HDR Engineering, Inc.	2/17/2009	Maribel Balbin	Project conclusion or closeout	4.0

Evaluation Count: 3 Contractors: 1 Average Evaluation: 3.8

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Memorandum

Date: June 26, 2009

To: George M. Burgess
County Manager

Thru: Ysela Llort
Assistant County Manager

From: Mike Ramos, A&E Consultant Selection Coordinator
Chairperson, Competitive Selection Committee

Subject: NEGOTIATION AUTHORIZATION
Miami Dade Seaport Department
Wharves Strengthening Program
OCI Project No. E09-SEA-01

The Competitive Selection Committee has completed the evaluation of proposals submitted in response to the above referenced OCI Project No. following the guidelines published in the Notice to Professional Consultants (NTPC).

OCI Project No.: E09-SEA-01

Project Title: Wharves Strengthening Program

Scope of Services: Engineering design services are required to strengthen the existing steel sheet pile bulkheads along Gantry Crane Wharves I through VII to accommodate the Miami Harbor Phase 3 deepening program to a depth of 50 feet below mean lower low water (MLLW), plus an additional 2-foot over-dredge allowance at the Port of Miami.

The consultant shall provide the necessary investigations, surveys and studies, structural and civil designs, construction documents, all environmental and building permitting (including infrastructure and utilities) and any supportive tasks ancillary to the primary scope of services to successfully complete all phases of the project.

Design development services are anticipated to include: geotechnical and subsurface investigations; sampling services; surveying; environmental permitting; bulkhead evaluation and analysis; and strengthening alternatives with cost estimates and any supportive tasks ancillary to the primary scope of services to successfully complete all phases of the project.

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Design services are anticipated to include: preparation of detailed design drawings, general and technical specifications; probable construction costs and scheduling; value engineering; and the preparation and submission of all permit applications and documents, along with the successful resolution of any regulatory agency comments for permit approval and any supportive tasks ancillary to the primary scope of services to successfully complete all phases of the project.

Post design services are anticipated to include: bidding assistance; reviewing bid package; responding to information requests; reviewing bid submissions; amending bid package as required; conducting site visits, inspections and attending meetings as requested; reviewing shop drawings, claims, proposed substitutions and change orders, contract schedules, schedule of values and as-built drawings; providing project close-out services as the Engineer of Record, and any supportive task ancillary to the primary scope of services.

The prime must demonstrate experience in completing the design and engineering construction assistance for a minimum of two (2) comparable deepwater, steel sheet pile or equivalent bulkhead design projects with a construction value of over $10,000,000 each, within the past ten (10) years. Deepwater shall constitute a minimum of 35 feet.

Term of contract: One qualified consultant will be retained under a non-exclusive PSA for an effective term of five (5) years plus two one-year options to extend for professional services requested during the initial term, which equals seven (7) years. These two (2) one-year options to extend are based solely on the approval of the County Mayor or County Mayor's designee.

Review Committee: The Review Committee recommended a 20% Community Business Enterprise (CBE) goal on February 18, 2009.

Date of County Manager's approval to advertise/initiate: April 06, 2009

Number of proposals received: Six (6)

Name of Proposers: Please refer to the attached List of Respondents (LOR).

First-Tier Results: See attached First-Tier Final Ranking Report

Second-Tier Results: See attached Second-Tier Final Ranking Report

Pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County, OCI hereby requests the following Negotiation Committee be approved by the County Manager, for the purpose of negotiating a non-exclusive professional service agreement with the top ranked firm, as listed below:

1. Art Tillberg, SEA
2. Leonor Ortega, SEA
3. Gaspar Miranda, PWD

Request for authorization to enter negotiations:
Pursuant to the above captioned code, it is hereby requested that the County Manager approve the selection of the following consulting firms, in the following order of preference, for negotiations:

RANKING OF RESPONDENTS
SELECTION FOR PSA NEGOTIATION
ONE (1) AGREEMENT with 20% CBE GOALS

1. HDR Engineering, Inc.

The following teams of firms are the alternates:

1. Berger Abam Engineering, Inc.

2. CH2M Hill, Inc.

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 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 thirty (30) days of the Selection Committee's recommendation.

- When the County Mayor or designee's recommendation to award or reject is not made within ninety (90) days from the date of the Selection recommendation.

If approved, the Negotiation Committee is to proceed with the agreement negotiations pursuant to Section 6 of the above-mentioned Code, and submit the signed agreement(s) ready to be presented to the County Commission for final approval to this office no later than 60 days from the date of this memorandum. Along with the signed agreement(s), transmit a cover memorandum from the Negotiation Committee to the County Manager to include the below listed information, for submission to the Board of County Commissioners as an attachment to the County Manager's memorandum to the Board:

1. A general description of the project(s).
2. The total cost of the project and source of funding.
3. A brief description of the selection process.
4. All consultant fees and how compensation amounts were computed.
5. Estimated project timetables, including the project completion date.

If a satisfactory agreement cannot be reached within the 60-day period, a report is required to be prepared fully explaining all problems resulting from the negotiations, including a request for authorization to begin negotiations with the next scheduled alternate. If negotiations are proceeding within a reasonable timeframe, then negotiations are to continue and the report is to be submitted upon completion. The final agreement(s) and report should be sent to this office.

Authorization to negotiate is:

Approved 7-10-09 Date

Not Approved Date

Attachments:

1. List of Respondents
2. First-Tier Final Ranking Report
3. Second-Tier Final Ranking Report

c: Clerk of the Board of County Commissioners
Ysela Llort, Assistant County Manager
Johnny Martinez, P.E., Director, OCI
Bill Johnson, Miami-Dade Seaport Department, Director
Luisa Millan, Chief, Professional Services Division, OCI
Competitive Selection Committee

MIAMI-DADE COUNTY

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

CLERK OF THE BOARD
2009 MAY 28 AM 8:55
CLERK, CIRCUIT & COUNTY COURTS
DADE COUNTY, FLA.
#1

LIST OF RESPONDENTS

OCI Project Name: WHARVES STRENGTHENING PROGRAM
OCI Project No.: E09-SEA-01
Measures: 20% Community Business Enterprises (CBE)
Number of Agreements: 1
Contract Type: PROJECT SPECIFIC
Submittal Date: 05/22/2009

Submittal No: 1 **Prime Local Preference:** No
Prime Name: MOFFAT & NICHOL, INC. **FEIN No.:** 951951343
Trade Name:

Subs Name	Trade Name	Subs FEIN No.
a. BERMELLO, AJAMIL & PARTNERS, INC.		591722486
b. HR ENGINEERING SERVICES, INC.		650849633
c. MANUEL G. VERA & ASSOCIATES, INC.		591741639
d. TRIANGLE ASSOCIATES, INC.		650671382
e. CYRIACKS ENVIRONMENTAL CONSULTING SERVICES INC		900106680

Submittal No: 2 **Prime Local Preference:** No
Prime Name: BERGER ABAM ENGINEERS, INC. **FEIN No.:** 911422812
Trade Name:

Subs Name	Trade Name	Subs FEIN No.
a. TRIANGLE ASSOCIATES, INC.		650671382
b. CONSULTING ENGINEERING & SCIENCE, INC.		592095013
c. GEOSOL, INC.		650997886
d. LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC		223167382
e. HP CONSULTANTS INC.		270014034
f. BERGER AVART, INC.		592128093
g. C.H. PEREZ & ASSOCIATES CONSULTING ENGINEERS, INC.		550866252

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

LIST OF RESPONDENTS

OCI Project No.: E09-SEA-01
Measures: 20% Community Business Enterprises (CBE)
Number of Agreements: 1
Contract Type: PROJECT SPECIFIC
Submittal Date: 05/22/2009

Submittal No: 3
Prime Name: CH2M HILL, INC.
Trade Name:
Prime Local Preference: Yes
FEIN No.: 590918189

Subs Name	Trade Name	Subs FEIN No.
a. HBC ENGINEERING COMPANY		223936061
b. ROBAYNA AND ASSOCIATES, INC.		592119073
c. KADERABEK COMPANY		820560149
d. MARLIN ENGINEERING, INC.		650279601

Submittal No: 4
Prime Name: PB AMERICAS, INC
Trade Name: PARSONS, BRINCKERHOFF, QUADE & DOUGLAS
Prime Local Preference: Yes
FEIN No.: 111531569

Subs Name	Trade Name	Subs FEIN No.
a. HR ENGINEERING SERVICES, INC.		650849633
b. C.A.P. ENGINEERING, INC.		204590441
c. HBC ENGINEERING COMPANY		223936061
d. MANUEL G. VERA & ASSOCIATES, INC.		591741639
e. PMM CONSULTING ENGINEERS, CORP.		592826347
f. MARLIN ENGINEERING, INC.		650279601

Submittal No: 5
Prime Name: THE RAUL PUIG GROUP, P. A.
Trade Name:
Prime Local Preference: Yes
FEIN No.: 650398664

Subs Name	Trade Name	Subs FEIN No.
a. BUREAU VERITAS NORTH AMERICA, INC.	INTERCOUNTY LABORATORIES - USL, INC.	061689244
b. A & P CONSULTING TRANSPORTATION ENGINEERS CORP.		650770583
c. KADERABEK COMPANY		820560149
d. TRIANGLE SURVEYING & MAPPING, INC.		202254156
e. CRJ & ASSOCIATES, INC.		650969527

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

LIST OF RESPONDENTS

OCI Project No.: E09-SEA-01
Measures: 20% Community Business Enterprises (CBE)
Number of Agreements: 1
Contract Type: PROJECT SPECIFIC
Submittal Date: 05/22/2009

Submittal No: 6
Prime Name: HDR ENGINEERING, INC.
Trade Name: HDR ACQUISITION SERVICES, INC.

Prime Local Preference: Yes
FEIN No.: 470680568

Subs Name	Trade Name	Subs FEIN No.
a. HALCROW, INC.	HPA, INC.	201900891
b. A.D.A. ENGINEERING, INC.		592064498
c. MACTEC ENGINEERING AND CONSULTING, INC.		680146861

MIAMI-DADE COUNTY

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

FIRST TIER RANKING REPORT

OCI Project Name: WHARVES STRENGTHENING PROGRAM

OCI Project No: E09-SEA-01

Measures: 20% Community Business Enterprises (CBE)

Number of Agreements: 1

Project Type: PROJECT SPECIFIC

Submittal Date: 05/22/2009

Meeting Date: 06/10/2009

		Cr. 1A Points (Max. 50)	Cr. 2A Points (Max. 20)	Cr. 3A Points (Max. 20)	Cr. 4A Points (Max. 5)	Cr. 5A Points (Max. 5)	Total Points
GONZALEZ, JOSE							
MOFFAT & NICHOL, INC.		35	13	15	2	3	68
BERGER ABAM ENGINEERS, INC.		40	15	15	4	3	77
CH2M HILL, INC.	(LP)	43	17	17	1	5	83
PB AMERICAS, INC	(LP)	35	13	15	5	5	73
HDR ENGINEERING, INC.	(LP)	45	17	17	3	5	87
MIRANDA, GASPAR							
MOFFAT & NICHOL, INC.		48	19	18	3	3	91
BERGER ABAM ENGINEERS, INC.		48	18	18	3	3	90
CH2M HILL, INC.	(LP)	49	18	18	4	5	94
PB AMERICAS, INC	(LP)	48	17	18	4	5	92
HDR ENGINEERING, INC.	(LP)	49	19	19	5	5	97
ORTEGA, LEONOR							
MOFFAT & NICHOL, INC.		30	15	15	2	2	64
BERGER ABAM ENGINEERS, INC.		35	15	15	2	3	70
CH2M HILL, INC.	(LP)	30	15	15	1	3	64
PB AMERICAS, INC	(LP)	25	10	15	3	3	56
HDR ENGINEERING, INC.	(LP)	35	15	16	3	3	72
QUINTANA, ILEANA							
MOFFAT & NICHOL, INC.		47	17	16	1	3	84
BERGER ABAM ENGINEERS, INC.		47	17	17	3	4	88
CH2M HILL, INC.	(LP)	49	19	17	1	5	91
PB AMERICAS, INC	(LP)	44	15	15	4	4	82
HDR ENGINEERING, INC.	(LP)	49	19	18	2	5	93

MIAMI-DADE COUNTY

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

FIRST TIER RANKING REPORT

OCI Project No: E09-SEA-01

Measures: 20% Community Business Enterprises (CBE)

Number of Agreements: 1

Project Type: PROJECT SPECIFIC

Submittal Date: 05/22/2009

Meeting Date: 06/10/2009

		Cr. 1A Points (Max. 50)	Cr. 2A Points (Max. 20)	Cr. 3A Points (Max. 20)	Cr. 4A Points (Max. 5)	Cr. 5A Points (Max. 5)	Total Points
TILLBERG, ARTHUR							
MOFFAT & NICHOL, INC.		45	18	18	3	4	88
BERGER ABAM ENGINEERS, INC.		35	17	18	4	4	78
CH2M HILL, INC.	(LP)	30	15	17	2	4	68
PB AMERICAS, INC	(LP)	20	10	18	5	4	57
HDR ENGINEERING, INC.	(LP)	40	19	17	4	4	84

TOTALS AND FIRST TIER RANKING

FINAL RANKING

Prime Firm Name		Total Points	System Rank	LP Rank	Cr. 1A TBR	Cr. 2A TBR	Cr. 3A TBR	Cr. 4A TBR	Final Rank	OCI Final Rank
HDR ENGINEERING, INC.	(LP)	433	1	1					1	
CH2M HILL, INC.	(LP)	400	3	2					2	
BERGER ABAM ENGINEERS, INC.		403	2	3					3	
MOFFAT & NICHOL, INC.		395	4	4					4	
PB AMERICAS, INC	(LP)	360	5	5					5	

MIAMI-DADE COUNTY

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

FIRST TIER RANKING REPORT

Definitions

LP	Local Preferred Team
Cr.1A	Qualification of firms including the team members assigned to the Project.
Cr.2A	Knowledge and past experience of similar type projects.
Cr.3A	Past performance of the firms.
Cr.4A	Amount of work awarded and paid by the County.
Cr.5A	Ability of team members to interface with the County.
OCI	Office of Capital Improvements
TBR	Tie Breaker
SBD	Department of Small Business Development
OCI Final Rank	Only applicable if the Final Ranking changes as a result of the SBD Compliance Review.

MIAMI-DADE COUNTY

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

SECOND TIER RANKING REPORT

OCI Project Name: WHARVES STRENGTHENING PROGRAM

OCI Project No: E09-SEA-01

Measures: 20% Community Business Enterprises (CBE)

Number of Agreements: 1

Project Type: PROJECT SPECIFIC

Submittal Date: 05/22/2009

Meeting Date: 06/25/2009

		Cr. 1B Points	Cr. 2B Points	Cr. 3B Points	Total Points
GONZALEZ, JOSE					
BERGER ABAM ENGINEERS, INC.		40	35	7	82
CH2M HILL, INC.	(LP)	38	32	6	76
HDR ENGINEERING, INC.	(LP)	48	38	9	95
MIRANDA, GASPAR					
BERGER ABAM ENGINEERS, INC.		46	37	7	90
CH2M HILL, INC.	(LP)	48	38	8	94
HDR ENGINEERING, INC.	(LP)	49	39	9	97
ORTEGA, LEONOR					
BERGER ABAM ENGINEERS, INC.		43	33	7	83
CH2M HILL, INC.	(LP)	40	30	7	77
HDR ENGINEERING, INC.	(LP)	49	40	10	99
QUINTANA, ILEANA					
BERGER ABAM ENGINEERS, INC.		48	37	8	93
CH2M HILL, INC.	(LP)	48	38	8	94
HDR ENGINEERING, INC.	(LP)	49	38	9	96
TILLBERG, ARTHUR					
BERGER ABAM ENGINEERS, INC.		45	34	8	87
CH2M HILL, INC.	(LP)	35	25	6	66
HDR ENGINEERING, INC.	(LP)	50	39	9	98

Second Tier Ranking Report for each Selection Committee Member and Prime Firm

MIAMI-DADE COUNTY

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

SECOND TIER RANKING REPORT

OCI Project Name: WHARVES STRENGTHENING PROGRAM

OCI Project No: E09-SEA-01

Measures: 20% Community Business Enterprises (CBE)

Number of Agreements: 1

Project Type: PROJECT SPECIFIC

Submittal Date: 05/22/2009

Meeting Date: 06/25/2009

TOTALS AND SECOND TIER RANKING

Prime Firm Name		Total Points	System Rank	LP Rank	Total 1T2T TBR	Cr. 1B TBR	Cr. 1A TBR	Cr. 2B TBR	Cr. 2A TBR	Final Rank
HDR ENGINEERING, INC.	(LP)	485	1							1
BERGER ABAM ENGINEERS, INC.		435	2							2
CH2M HILL, INC.	(LP)	407	3							3

Definitions

LP	Local Preferred Team
Cr.1B	Knowledge of Project Scope.
Cr.2B	Qualifications of team members assigned to the project.
Cr.3B	Ability to provide required services within schedule and budget.
OCI	Office of Capital Improvements.
TBR	Tie Breaker

MIAMI-DADE COUNTY SEAPORT DEPARTMENT

NON-EXCLUSIVE PROFESSIONAL SERVICE AGREEMENT

WHARVES STRENGTHENING PROGRAM

SEAPORT PROJECT NO. E09-SEA-01

AUGUST 2009

Carlos Alvarez, Mayor

BOARD OF COUNTY COMMISSIONERS

Dennis C. Moss, Chairperson

Barbara J. Jordan
District 1
Dorrin D. Rolle
District 2
Audrey Edmonson
District 3
Sally A. Heyman
District 4
Bruno A. Barreiro
District 5
Rebeca Sosa
District 6
Carlos A. Gimenez
District 7

Katy Sorenson
District 8
Dennis C. Moss
District 9
Senator Javier D. Souto
District 10
Joe A Martinez
District 11
Jose "Pepe" Diaz
District 12
Natacha Seijas
District 13

Harvey Ruvin, Clerk of Courts
George M. Burgess, County Manager
R. A. Cuevas, Jr., County Attorney
Miami-Dade County provides equal access and equal opportunity
In employment and services and does not discriminate on the basis of handicap.

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MIAMI-DADE SEAPORT DEPARTMENT

NON-EXCLUSIVE PROFESSIONAL SERVICE AGREEMENT

WHARVES STRENGTHENING PROGRAM

PROJECT NO. E09-SEA-01

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NON-EXCLUSIVE PROFESSIONAL SERVICE AGREEMENT

THIS NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 20___ by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and HDR Engineering, Inc., a _____ corporation authorized to do business in the State of _____ with offices in _____, Florida, hereinafter referred to as the "CONSULTANT".

WITNESSETH:

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the CONSULTANT and the CONSULTANT hereby covenants to provide the professional services prescribed herein in connection with the Wharves Strengthening Program, Contract/Project No. E09-SEA-01, as more specifically described in SECTION II– PROFESSIONAL SERVICES of this Agreement for the Dante B. Fascell Port of Miami-Dade, hereinafter referred to as the "PROJECT".

SECTION I – COUNTY OBLIGATIONS

The COUNTY agrees that the Miami-Dade County Seaport Department, hereinafter referred to as the "Department", shall furnish to the CONSULTANT any plans and other data available in the COUNTY files pertaining to the work to be performed under this Agreement. Information shown on such plans or data shall be that which has been made available to the COUNTY, and shall be provided to the CONSULTANT without guarantee regarding its reliability and accuracy. The CONSULTANT shall be responsible for independently verifying such information if it shall be used by the CONSULTANT to accomplish the work undertaken pursuant to this Agreement.

The Director of the Miami-Dade County Seaport Department or his/her designee, hereinafter referred to as the "Director", reserves the right to guarantee the accuracy of information provided by the COUNTY to the CONSULTANT. When such guarantee is provided in writing, the CONSULTANT shall not be compensated for independent verification of said information.

The Director shall issue written authorization to proceed to the CONSULTANT for each section of the work to be performed hereunder. These authorizations are referred to as Work Orders. In case of emergency, the Director reserves the right to issue oral authorization to the CONSULTANT with the understanding that written confirmation shall follow immediately thereafter.

The CONSULTANT shall submit a proposal, in a form acceptable to the COUNTY, upon the Director's request prior to the issuance of a Work Order. No payment shall be made for the CONSULTANT's time or services in connection with the preparation of any such proposal.

The Director shall confer with the CONSULTANT before any Work Order is issued to discuss and agree upon the scope, time for completion, and fee for services to be rendered pursuant to this Agreement.

The Director reserves the right to assign the CONSULTANT's design work to another CONSULTANT, including but not limited to a CONSULTANT on a previous, successor or concurrent contract and further reserves the right to assign another CONSULTANT's design work to CONSULTANT. CONSULTANT shall not be responsible for the design work assigned to another CONSULTANT if the design work is not 100% completed by the CONSULTANT and submitted as final documents by the CONSULTANT and accepted by the COUNTY.

Performance evaluations of the services rendered under this Agreement shall be performed by the Department and shall be utilized by the COUNTY as evaluation criteria for future solicitations.

SECTION II – PROFESSIONAL SERVICES

Upon receipt of authorization to proceed from the Director, the CONSULTANT agrees to perform professional services associated with the requested work in accordance with the negotiated terms of the applicable Work Order. Said services may include:

- Design development services are anticipated to include, but are not limited to: geotechnical and subsurface investigations; sampling services; surveying; environmental permitting; bulkhead evaluation and analysis; and strengthening alternatives with cost estimates.
- Design services are anticipated to include, but are not limited to: preparation of detailed design drawings, general and technical specifications; probable construction costs and scheduling; value engineering; and the preparation and submission of all permit applications and documents, along with the successful resolution of any regulatory agency comments for permit approval.
- Post design services are anticipated to include, but are not limited to: bidding assistance; reviewing bid package; responding to information requests and field advise; reviewing bid submissions; amending bid package as required; conducting site visits, inspections and attending meetings as requested; reviewing shop drawings, payment requisitions, claims, proposed substitutions and change orders, contract schedules, schedule of values and as-built drawings; providing project close-out services as the Engineer of Record, and any supportive task ancillary to the primary scope of services.

For a more detailed description of the scope of work, please refer to Attachment "A", HDR Engineering, Inc. proposal dated August 28, 2009.

In connection with professional services to be rendered pursuant to this Agreement, the CONSULTANT further agrees to provide complete engineering services to: strengthen the existing bulkheads along Gantry Crane Wharves I through VII to accommodate the Miami Harbor deepening

project to a depth of 50 feet below mean lower low water (MLLW), plus an additional 2-foot over-dredge allowance at the Port of Miami.

The consultant shall provide the necessary investigations, surveys and studies, structural and civil designs, construction documents, all environmental and building permitting (including, but not limited to infrastructure and utilities) and any supportive tasks ancillary to the primary scope of services to successfully complete all phases of the project.

A. Maintain an adequate staff of qualified personnel on the project at all times to complete the scope in accordance with the terms specified in the applicable Work Order. The COUNTY has the right to approve and regulate the CONSULTANT's workforce and approve specific CONSULTANT employees. The COUNTY has the right to have any CONSULTANT employee removed from the work, if, in the COUNTY's sole judgment, such employee's conduct or performance is detrimental to the project. The CONSULTANT shall not replace any employee in the team initially proposed by the CONSULTANT without prior COUNTY approval. The CONSULTANT shall submit a list of employees intended to be engaged in the work under this Agreement, including their classification and salary rates, as reported to the Internal Revenue Service (I.R.S.), as Attachment "A" to this agreement and made a part hereof.

B. Comply with all federal, state and local laws, regulations, codes, ordinances, resolutions and administrative orders applicable to the work.

C. Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the work.

D. Report the status of the work to the Director upon request and hold pertinent data, calculations, field notes, records, sketches, and other products open to the inspection of the Director at any time. The CONSULTANT shall reference all correspondence and work with the Work Order Number.

E. Submit for COUNTY review, work schedules, cost estimates, design computations, drawings, sketches, and other data representative of the work's progress at the percentage stages of completion which may be stipulated in the applicable Work Order, as applicable. Submit for COUNTY approval the final work products upon incorporation of any modifications requested by the COUNTY during any previous review. Drawings shall be in AutoCAD format in a version acceptable to the Department. Upon finalization of work the CONSULTANT shall submit hard copy reproducible as well as editable final product disks to the COUNTY.

F. Confer with the COUNTY at any time during the further development and implementation of improvements for which the CONSULTANT has provided design or other services as to interpretation of plans and other documents, correction of errors and omissions and preparation of any necessary revisions thereof. The CONSULTANT shall not be compensated for the correction of CONSULTANT'S errors and omissions.

G. Prior to final approval of work by the Director, the CONSULTANT shall complete a preliminary check of any documents submitted for compliance with all county, city, state, and federal agencies as required.

H. Make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of this Agreement, without first notifying the COUNTY and securing its consent in writing. The CONSULTANT also agrees that it shall not publish, copyright, or patent any of the data furnished in compliance with this Agreement, that being understood that under SECTION X – OWNERSHIP OF DOCUMENTS hereof such data or information is the property of the COUNTY.

SECTION III – TIME FOR COMPLETION

The services to be rendered by the CONSULTANT for each section of the work shall commence upon receipt of a written Work Order from the Director subsequent to the execution of this Agreement, and shall be completed within the time stated in the Work Order.

A reasonable extension of time shall be granted in the event there is a delay on the part of the COUNTY in fulfilling its part of the Agreement or should a Force Majeure, as defined in Section IV hereof, render performance of the CONSULTANT's duties impossible. Such extensions of time shall not be cause for any claim by the CONSULTANT for extra compensation.

SECTION IV– FORCE MAJEURE

Force Majeure shall mean an act of God, epidemic, lightning, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights and obligations under this Agreement, and which, by the exercise of due diligence, such parties shall not have been able to avoid. Such acts or events DO NOT INCLUDE inclement weather (except as noted above) or the acts or omissions of sub-consultants/subcontractors, third-party consultants/contractors, material men, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations, but the obligation of the party or parties relying on such Force Majeure shall be suspended only during the continuance of any inability so caused and for no longer period of said unexpected or uncontrollable event, and such cause shall, so far as possible, be remedied with all reasonable dispatch.

It is further agreed and stipulated that the right of any party hereto to excuse its failure to perform by reason of Force Majeure shall be conditioned upon such party giving, to the other party or parties, written notice of its assertion that a Force Majeure delay has commenced within ten (10) working days after such commencement, unless there exists good cause for failure to give such notice, in which event, failure to give such notice shall not prejudice any party's right to justify any non-performance as caused by Force Majeure unless the failure to give timely notice causes material prejudice to the other party or parties.

SECTION V – COMPENSATION

The COUNTY agrees to pay and the CONSULTANT agrees to accept, for services rendered pursuant to this Agreement, fees and other compensation computed in accordance with one or a combination of the methods outlined below:

A. Fee as a Multiple of Direct Salary Cost and Fixed Hourly Rate

1. The fee for services rendered by the CONSULTANT's personnel, principals excluded, shall be computed based on the direct salary cost, as reported to the Internal Revenue Service, for the time of said personnel engaged directly in the work, times negotiated multipliers of **2.85** for Office Personnel, **2.1** for Field Personnel. Office Personnel shall mean personnel that are located in the home offices of the CONSULTANT and or Sub-consultant(s). Field Personnel shall mean personnel that is performing duties outside of the home offices of the CONSULTANT and or Sub-consultant(s), for more than 30 days, but not considered permanent. Also, the home office still provides office space. This fee shall constitute full compensation to the CONSULTANT for costs incurred in the performance of the work such as overhead, fringe benefits, operating margin and all other costs not covered by reimbursable expenses. In no case the maximum rate of compensation including multiples of direct salary shall exceed **180.00** per hour for the

CONSULTANT and Sub-consultant(s) except as specifically provided herein. The COUNTY has the right to verify these multipliers through an audit.

2. The CONSULTANT shall be compensated at the flat rate of **$140.00** per hour for the time of principals engaged directly in the work. This rate shall not be subject to the negotiated multiplier and shall be applied to the time spent on requested work by the following principal(s).

CHARLES T. SINCLAIR _____

The COUNTY reserves the right to substitute principals in its sole discretion upon request by the CONSULTANT.

3. Overtime work considered necessary and previously authorized by the Director in writing shall be compensated at time-and-a-half of the labor rate normally paid to the employee, for personnel below the level of project engineer or project architect, as defined by the Director. Overtime is defined as work in excess of 40 hours per week. Principals shall not receive additional compensation for performance of overtime work.

4. Labor rates shall be in accordance with the list of employees and rates supplied by the CONSULTANT and made a part hereof as Attachment "A" and consistent with prevailing local wage rates paid for similar work to similar employees classifications and subject to approval by the Director prior to starting work. Yearly wage rate increases for these employees shall be no higher than raises of other similar employees in the firm and subject to approval by the Director, which approval shall not be unreasonably withheld. The Director may approve higher raises in limited cases subject to the CONSULTANT documenting special circumstances. This provision is not meant to limit the hourly rate at which the CONSULTANT pays their employees, it only limits the hourly rate at which the COUNTY will reimburse and pay the CONSULTANT.

5. The CONSULTANT shall not invoice the COUNTY for charges for office, rent or overhead expenses of any kind, including but not limited to, insurance, local telephone (including cellular service) and utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, computer software/hardware, reproduction of drawings and/or specifications, mailing, stenographic, clerical, nor shall it invoice for other employee time or travel and substance not directly related to the work. The multiple factor set forth above shall cover all such costs pertinent to the work.

6. All payments to Sub-consultant(s) employed hereunder shall be the sole responsibility of the CONSULTANT unless otherwise provided for herein or within a Work Order. 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, in the opinion of the CONSULTANT, payable to such Sub-consultant(s). The CONSULTANT shall promptly make all payments to such Sub-consultant(s) following receipt by the CONSULTANT of corresponding payment from the COUNTY. Prior to any payments to Sub-consultant(s), the CONSULTANT shall, if requested by the Director, furnish to the COUNTY a copy of the agreement(s) providing for such payments. Compensation rate to Sub-consultant(s) authorized by the Director as services shall not exceed the CONSULTANT's rates above unless otherwise approved in advance by the Director.

B. Lump sum Fee

The fee for any requested portion of work may, at the option of the COUNTY, be a lump sum mutually agreed upon by the Director and the CONSULTANT and stated in the written Work Order. Lump sum fees may or may not include reimbursable expenses.

C. Reimbursable Expenses

The CONSULTANT shall be compensated on a direct reimbursement basis for certain work related expenditures not covered by fees for consulting services, provided such expenditures are reasonable and previously authorized by the Director. Reimbursable expenses may include:

1. Expenses for document reproduction (reproduction costs for internal coordination, reviews and other in-house uses will not be reimbursed), rental of specialized equipment, and purchase of special instruments necessary for the efficient performance of the work. Provided that such purchased instruments remain the property of the COUNTY upon work completion. These expenses shall be reimbursed on a direct cost basis. No separate additional payment shall be authorized for the use of CADD workstations (computers).

2. Expenses for travel (except commuting), transportation and subsistence by CONSULTANT's personnel in the furtherance of the work outside Miami-Dade County will be reimbursed according to the provisions of Florida Statutes Section 112.061 and Miami-Dade County Administrative Order 6-1, as presently written or hereafter amended. The CONSULTANT shall obtain prior authorization from the Director or his/her designee, for all travel expenses. Failure to obtain such prior authorization shall be grounds for nonpayment of travel expenses. To be compensated for travel within Miami-Dade County, the CONSULTANT shall maintain accurate mileage records, in ink, and submit them with their invoices.

D. Maximum Compensation

The maximum compensation for the services included shall be the lump sum amount of **$2,272,728.00** so long as the performance of additional services, as outlined in Section VI hereof, is not necessary and authorized by the Director. It is understood that any unspent portion of the contract ceiling is to remain with the COUNTY.

E. Compensation for Other Services – **Not Applicable**

The COUNTY shall compensate other services or goods provided by the CONSULTANT and others working in conjunction with the CONSULTANT as stipulated by the following:

1. Land and Engineering Field Survey

In the event supplementary field survey work is required during design of the project and such work is authorized by the Director, the CONSULTANT shall be compensated for performance of said work in accordance with the provisions of Section V(A) hereof, except for the time of survey parties which shall be compensated at the following fixed rates:

a) 3-Person survey party $***AMT*** per 8-hours day.

b) 4-Person survey party $***AMT*** per 8-hour day.

c) 5-Person survey party $***AMT*** per 8-hour day.

F. COUNTY Discretion to Negotiate

Notwithstanding and prevailing over any other provision of this section, the COUNTY reserves the right in its sole discretion, through the Seaport Director or his designee, to negotiate fees and rates with CONSULTANT, mutually acceptable to COUNTY and CONSULTANT, that are less than those set forth herein for particular projects, including but not limited to lower multiplier and hourly rates.

SECTION VI – ADDITIONAL SERVICES (ALLOWANCE ACCOUNT)

In the event that a contingency necessitates the performance of additional services by the CONSULTANT after the **$2,272,728.00** maximum compensation limit of the Agreement has been encumbered, the Director shall have the right to authorize performance of additional services provided that compensation for such services does not exceed ten percent (10%) of the Agreement's maximum

compensation limit or **$227,272.00**. It is understood that any unspent portion of the allowance account is to remain with the COUNTY.

SECTION VII – METHODS OF PAYMENT

The COUNTY agrees to make monthly or partial payments to the CONSULTANT, based on properly submitted invoices, for all authorized work performed during the previous calendar month or other mutually agreed invoicing period. The CONSULTANT agrees to provide with every invoice copies of any records necessary to substantiate payment requests to the COUNTY such as timesheets, detailing the task where the time has been spent, monthly progress reports and hours/cost expenditure reports, in a format acceptable to the COUNTY. The CONSULTANT shall submit duly certified invoices in triplicate to the Director in a form acceptable to the Director. Each invoice shall make reference to the particular Work Order which authorized the services performed and/or expenses incurred. The amount of invoices submitted shall be comprised of the amounts due for all services performed including timesheets and/or reimbursable expenses incurred to date in connection with authorized work, less previous payments.

Pursuant to Administrative Order (A.O.) 3-32 Community Business Enterprise (CBE-A&E) Program and/or A.O. 3-39 for the Resolution Repealing County Administrative Orders 3-33, 3-14 and 3-28 and establishing Administrative Order 3-39 Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders and Reporting, the CONSULTANT is required to file utilization reports with the Miami-Dade County contracting department monthly, unless designated otherwise. URs are required to accompany every invoice. The UR should indicate the amount of contract monies received and paid to the CONSULTANT, including payments to Sub-consultant(s) (if applicable). The UR format is attached hereto in Attachment "B". Invoices shall not be considered valid without said form.

Payments shall be made in accordance with the following methods, as identified in the work order:

A. Time and/or Material for Professional Fees and/or Reimbursable Expenses

The amounts due for professional services and/or reimbursable expenses shall be calculated in accordance with Subsections V-A and V-C hereof, respectively. Invoiced reimbursable expenses must be substantiated with copies of receipts and other documentation as necessary.

B. Lump Sum Fee

The amount due of invoices submitted shall be calculated by applying the percentage of the total work completed to date to the authorized lump sum, and subtracting any previous payments.

SECTION VIII – SCHEDULE OF WORK

The Director shall have the sole right to determine on which parts or phases of the work the CONSULTANT shall proceed and in what order. The Work Order(s) issued by the Director shall cover in detail the scope, specific deliverables, time for completion, method of payment and compensation for the professional services requested in connection with each part or phase of work.

SECTION IX – RIGHT OF DECISIONS AND DISPUTE RESOLUTION

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Director who shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof.

In the event the CONSULTANT and COUNTY are unable to resolve their differences concerning any determination made by staff or any dispute or claim arising under or relating to the Contract, either the CONSULTANT or COUNTY may initiate a dispute in accordance with the

procedure set forth in this Section. Exhaustion of these procedures shall be a precondition to any lawsuit permitted hereunder.

The parties to this contract hereby authorize the Seaport Director, functioning as the Contracting Officer or his/her designee, to decide all questions, disputes or claims of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Contract and this decision shall be conclusive, final and binding on the parties, subject only to the limited right of review specified below. The parties hereto further agree that, upon timely request under this Section, both the CONSULTANT and COUNTY are entitled to a hearing before the Contracting Officer, or his/her designee, at which both CONSULTANT and the COUNTY may present evidence and live testimony, in accordance with the Florida Rules of Evidence, and the right to cross-examine each other's witnesses.

If either party wishes to protest the determination of the Contracting Officer, such party may commence an appeal in a Court of competent jurisdiction no later than 30 calendar days from the issuance of the Contracting Officer's written decision, it being understood that the review of the Court shall be limited to the question of whether or not the Contracting Officer's determination was arbitrary and capricious, unsupported by any competent evidence, or so grossly erroneous to evidence bad faith.

Pending final decision of a dispute hereunder, the CONSULTANT shall proceed diligently with the performance of the Contract and in accordance with the COR's interpretation.

SECTION X – OWNERSHIP OF DOCUMENTS

All notes, correspondence, documents, designs, drawings, cost estimates, 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, except with respect to copyrighted standard details and designs owned by the CONSULTANT or owned by a third party

and licensed to the CONSULTANT for use and reproduction, shall become the property of the COUNTY without restrictions or limitations. However, the COUNTY may grant an exclusive license of the copyright to the CONSULTANT for reusing and reproducing copyrighted materials or portions thereof as authorized by the COUNTY 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 COUNTY. The CONSULTANT shall warrant to the COUNTY that he/she has been granted a license to use and reproduce any standard details and designs owned by a third party and used or reproduced by the CONSULTANT in the performance of this Agreement. All drawings shall be AutoCAD format in a version acceptable to the Department, produced by computer in files maintained on disks. When each individual section of work requested pursuant to this Agreement is completed and accepted, all of the above data shall be delivered to the Director. Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes.

SECTION XI – REUSE OF DOCUMENTS

The CONSULTANT may reuse data where appropriate from other sections of the work included in this Agreement provided irrelevant material is deleted. The COUNTY shall not be re-invoiced for such reused data. The Director shall not accept any reused data containing an excess of irrelevant material, which has no connection with the applicable portion of the work. The COUNTY shall not re-use design documents on other projects not contemplated under this Agreement. Any such re-use shall be at the COUNTY's sole risk without legal liability to the CONSULTANT.

SECTION XII – NOTICES

Any notices, reports or other written communications from the CONSULTANT shall be considered delivered when posted by certified mail, electronic media or delivered in person to the Director. Any notices, reports or other communications from the COUNTY to the CONSULTANT shall be considered delivered when posted by certified mail to the CONSULTANT at the last address

left on file with the COUNTY or delivered in person to said CONSULTANT or the CONSULTANT's authorized representative.

SECTION XIII – ABANDONMENT

In the event the COUNTY causes abandonment, cancellation, or suspension of the projects or parts thereof, the CONSULTANT shall be compensated for all services rendered consistent with the terms of this Agreement up to the time the CONSULTANT receives written notification of such abandonment, cancellation or suspension. This compensation shall be determined on the basis of the percentage of the total services which have been performed at the time of the CONSULTANT receives such notice. In the event partial payment has been made for professional services not performed, the CONSULTANT shall return such sums to the COUNTY within ten (10) days after receipt of written notice that such sums are due.

SECTION XIV – AUDIT RIGHTS

The COUNTY reserves the right to audit the records of the CONSULTANT related to this Agreement at any time during the prosecution of the work included herein and for a period of three (3) years after final payment is made. The CONSULTANT agrees to provide copies of any records necessary to substantiate payment requests to the COUNTY, including but not limited to audited financial statements, balance sheets and other financial records. In the event an audit undertaken pursuant to this section reveals improper, inadvertent, or mistaken payments to the CONSULTANT, the CONSULTANT shall remit such payments to the COUNTY. The COUNTY shall retain all legal and equitable rights with respect to recovery of payments.

SECTION XV – SUBCONTRACTING AND ASSIGNMENT

The CONSULTANT shall not assign or transfer any portion of the work under this Agreement other than as provided for herein without the prior written consent of the Director. When applicable and upon receipt of such consent in writing, the CONSULTANT shall cause the names of firms responsible for portions of each specialty of the work to be inserted in the pertinent documents or data. No assignment or transfer of work will be allowed. Nothing contained in this Agreement shall create any contractual relationship between the COUNTY and the Sub-consultant(s).

In addition, and as applicable, the CONSULTANT agrees to comply with the Miami-Dade COUNTY Ordinance 01-103 and Administrative Order 3-32 regarding the Community Business Enterprise (CBE) program. The COUNTY has established a participation goal of **20%** based on the total amount of compensation authorized under this Agreement.

A. Sub-consultant(s)

The compensation for services rendered by the Sub-consultant(s) shall be in accordance with this Section and Section V - COMPENSATION. The Sub-consultant(s) authorized to perform professional services associated with this Agreement are:

HALCROW, INC. **ADA ENGINEERING, INC.**

MACTEC ENGINEERING & CONSULTING, INC.

In no case the maximum rate of compensation including multiples of direct salary for services rendered by the Sub-consultant(s) personnel, principals excluded, shall exceed the rate stipulated in Section V of this agreement, except as specifically provided herein. The COUNTY has the right to verify this multiplier through an audit. This fee shall constitute full compensation to the CONSULTANT for costs incurred in the performance of the work such as

overhead, fringe benefits, operating margin and all other costs not covered by reimbursable expenses.

The Sub-consultant(s) shall be compensated at the flat rate of **$140.00** per hour for the time of principals engaged directly in the work. This rate shall not be subject to the negotiated multiplier and shall be applied to the time spent on requested work by the following principal(s).

MICHAEL TODD STOCKBERGER **ALBERTO ARGUDIN**

THOMAS MCDANIEL

The COUNTY reserves the right to substitute principals in its sole discretion upon request by the Sub-consultant(s).

Overtime work considered necessary and previously authorized by the Director in writing shall be compensated at time-and-a-half of the labor rate normally paid to the employee, for personnel below the level of project engineer, architect, or planner, as defined by the Director. Overtime is defined as work in excess of 40 hours per week. Principals shall not receive additional compensation for performance of overtime work.

Labor rates shall be in accordance with the list of employees and rates supplied by the Sub-consultant(s) and made a part hereof as Attachment "A" and consistent with prevailing local wage rates paid for similar work to similar employees classifications and subject to approval by the Director prior to starting work. Yearly wage rate increases for these employees shall be no higher than raises of other similar employees in the firm and subject to approval by the Director, which approval shall not be unreasonably withheld. The Director may approve higher raises in limited cases subject to the CONSULTANT documenting special circumstances. This provision is not meant to limit the hourly rate at which the Sub-consultant(s) pays their employees, it only limits the hourly rate at which the COUNTY will reimburse and pay the CONSULTANT.

The Sub-consultant(s) shall not invoice the COUNTY for charges for office, rent or overhead expenses of any kind, including but not limited to, insurance, local telephone (including cellular service) and utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, computer software/hardware, reproduction of drawings and/or specifications, mailing, stenographic, clerical, nor shall it invoice for other employee time or travel and substance not directly related to the work. The multiple factor set forth above shall cover all such costs pertinent to the work. Reimbursable expenses shall be compensated in accordance with Subsection V-C.

All services provided by the Sub-consultant(s) shall be pursuant to appropriate agreements between the CONSULTANT and the Sub-consultant(s) which shall contain provisions that preserve and protect the rights of the COUNTY under this Agreement, and indemnify and hold harmless the COUNTY.

Sub-consultant(s) other than those listed above may not be utilized on the work unless their utilization has been approved in advance by the COUNTY in writing. The COUNTY reserves the right at any time to withdraw the approval of a Sub-consultant, if it decides that the services performed by the Sub-consultant, are not acceptable to the COUNTY.

The CONSULTANT shall not change any Sub-consultant without prior approval of the COUNTY in response to a written request from the CONSULTANT stating the reasons for any proposed substitution.

SECTION XVI - CERTIFICATION

The CONSULTANT certifies that no companies or persons, other than bonafide employees working solely for the CONSULTANT or the CONSULTANT's COUNTY approved Sub-consultant(s), have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations

contingent upon or resulting from the award or making of this Agreement. The CONSULTANT also certifies that no COUNTY personnel, whether full-time or part-time employees, has or shall be retained or employed in any capacity, by the CONSULTANT or the CONSULTANT's COUNTY approved Sub-consultant(s), to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this Certification, the Director shall have the right to annul this Agreement without liability.

SECTION XVII – TERMINATION OF AGREEMENT

It is expressly understood and agreed that the Director may terminate this Agreement, in total or in part, without cause or penalty, by thirty (30) days prior written notification in writing from the Director or by declining to issue Work Orders, as provided in Section VIII; in which event the COUNTY's sole obligation to the CONSULTANT shall be payment, in accordance with Section V – Compensation, for those units or sections of work previously authorized. Such payment shall be determined on the basis of the hours or percentage of work performed by the CONSULTANT, found acceptable to the COUNTY, up to the time of termination. In the event partial payment has been made for professional services not performed, the CONSULTANT shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. Upon such termination, the COUNTY may, without penalty or other obligation to the CONSULTANT, elect to employ other persons to perform the same or similar services.

SECTION XVIII – DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of **five (5)** years effective term after its date of execution and upon issuance of Notice to Proceed to its first work order with an option to extend, at the discretion of the COUNTY Mayor or his designee, for **two additional one-year periods** provided that the maximum compensation set forth in Section V(D) is not reached by the completion of the initial effective term (although actual completion of the services hereunder may

extend beyond such term) or until depletion of the funds allocated to pay for the cost of said services, whichever occurs first, unless the contract is terminated by mutual consent of the parties hereto or as provided in Section XIII, Section XVI, Section XVII, Section XIX, Section XXIII, and Section XXV hereof. The performance of specifically and properly authorized services which may extend beyond the Agreement's effective term shall be compensated in accordance to Section V hereof.

This Contract contains a Contingency Allowance time extension not to exceed ten percent (10 %) of the original Contract Duration. Pursuant to a written request by the Contractor for a time extension for reasons exhibited in the last paragraph in this Section 11, that affects the critical path schedule of the Contract or any previously approved changes; written documentation that supports the justification of a time extension, review and concurrence by the department A/E, a Contract Contingency Allowance Expenditure Authorization will be created for execution by all parties. Once executed the time extension will adjust the scheduled completion date. The cumulative total of all Contingency Allowance time extensions shall not exceed ten percent (10 %) of the original Contract Duration rounded off to the next whole number.

SECTION XIX – DEFAULT

In the event the CONSULTANT fails to materially comply with the provisions of this Agreement, the Director may declare the CONSULTANT in default by thirty (30) days prior written notification. In such event, the CONSULTANT shall only be compensated for any professional services completed as of the date written notice of default is served.. In the event partial payment has been made for such professional services not completed, the CONSULTANT shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. The CONSULTANT shall not be compensated for professional services, which have been performed but not completed by the time the Director declares a default. In the event the COUNTY prevails in

litigation to enforce the provisions of the Agreement, the COUNTY shall be compensated by the CONSULTANT for reasonable attorney's fees and court costs.

SECTION XX – INDEMNIFICATION AND INSURANCE

The Consultant shall indemnify and hold harmless the County and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Consultant and other persons employed or utilized by the consultant in the performance of this Agreement, in accordance with Section 725.08 of the Florida Statutes.

The Consultant expressly understands and agrees that any insurance protection required by this contract or otherwise provided by Consultant shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the Owner or its officers, employees, agents, and instrumentalities as herein provided.

The Consultant agrees and recognizes that the Owner shall not be held liable or responsible for any claims, which may result from any negligent reckless, or intentionally wrongful actions, errors or omissions of the consultant in which the Owner participated either through review or concurrence of the Consultant's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Consultant , the Owner in no way assumes or shares any responsibility or liability of the Consultant or Sub-consultants, the registered professionals (architects and/or Consultant s) under this agreement.

The CONSULTANT shall not commence any work pursuant to this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the COUNTY's Risk Management Division.

The CONSULTANT shall furnish to the Miami-Dade County, c/o Miami-Dade Seaport Department, 1015 N. America Way, Second Floor, Miami, FL 33132 Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Workmen's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.

B. Commercial General Liability Insurance in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage.

D. Professional Liability Insurance in an amount not less than $1,000,000.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the CONSULTANT.

All insurance policies required above 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 "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida"

issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

Compliance with the foregoing requirements shall not relieve the CONSULTANT of the liabilities and obligations under this Section or under any other portion of this Agreement, and the COUNTY shall have the right to inspect the original insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required coverages.

SECTION XXI – TRUTH-IN-NEGOTIATION CERTIFICATION OF WAGE RATES

Pursuant to AO 3-39 and Florida State 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 fifty thousand dollars ($150,000; 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. The language below suffices as the Truth-In-Negotiation Certificate when included in a contract in which a fee will exceed the above-referenced amount:

In accordance with Florida Statute 287.055 5(a), the CONSULTANT hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided in Section V, 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 price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such compensation adjustments shall be made within three (3) years from the date of final billing or acceptance of the work by the COUNTY, whichever is later.

SECTION XXII – APPLICABLE LAWS

The CONSULTANT agrees to abide and be governed by all Applicable Laws. Applicable Laws shall mean, whether singular or plural, all federal, state, county and local statutes, codes, laws, rules, regulations, ordinances, orders and standards applicable to the Agreement, any other such law hereafter enacted, and any rules adopted pursuant thereto, as all such laws and rules may be amended from time to time. Applicable local laws and ordinances include but are not limited to the following, all as they may be amended from time to time:

A. Ordinance No. 72-82 (Conflict of Interest), as amended by Ordinances 00-01,00-46.

B. The CONSULTANT shall comply with the requirements of MDC Code Section 2-1076 – Office of the Miami-Dade County Inspector General (IG)

C. The CONSULTANT shall comply with the procedures contained in the FALSE CLAIMS Ordinance MDC Code Article XV Sections 21-255 through 21-266; prohibiting presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County; requiring forfeiture of any claim containing false or fraudulent allegations or statements; imposing penalties for submission of false or fraudulent claims; providing both county and private enforcement.

D. 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 this Agreement one of the following with the Supervisor of the Miami-Dade County Elections Department, P.O. Box 521550, Miami, FL 33152-1550:

(1) A source of income statement;

(2) A current certified financial statement;

(3) A copy of the CONSULTANT'S Current Federal Income Tax Return.

SECTION XXIII – OFFICE OF MIAMI-DADE COUNTY INSPECTOR GENERAL

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all County/Trust contracts. 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 Contractor under this contract will be assessed one quarter (1/4) of one (1) percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Special Conditions, this Contract is federally or state funded where federal or state law or regulations preclude such a charge. **The Contractor shall in stating its agreed process be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposal or bid form.** The audit cost shall also be included in all change orders and all contract renewals and extensions.

The Miami-Dade Office of Inspector General is authorized to investigate County affairs and empowered to review past, present and proposed County and Public Health Trust programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the (Contractor/ Vendor/ Consultant), its officers, agents and employees, lobbyists, County and Public Health Trust staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days written notice to the Contractor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall

have the right to inspect and copy all documents and records in the (Contractor/Vendor/Consultant's) possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

The Contractor 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 three (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 Contractor shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
2. The Contractor 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 provisions in this section shall apply to the (Contractor/Vendor/Consultant), its officers, agents, employees, subcontractors and suppliers. The (Contractor/Vendor/Consultant) shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the (Contractor/Vendor/Consultant) in connection with the performance of this contract.

Nothing in this section shall impair any independent right to the County to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the (Contractor/Vendor/Consultant) or third parties.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Trust; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Trust may authorize the inclusion of the fee assessment of one-quarter (1/4) of one percent in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all Trust contracts including, but not limited to, those contracts specifically exempted above.

INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL: The attention of the Contractor 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-sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the Contractor 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 Contractor, its officers, agents and employees, lobbyists, county staff and elected officials.

Upon (10) ten days written notice to Contractor from an IPSIG, the Contractor 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 Contractor'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 subcontractors 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.

SECTION XXIV – AFFIRMATIVE ACTION

The CONSULTANT'S Affirmative Action Plan submitted pursuant to Miami-Dade County Code Section 2-8.1.5, as approved by the Department of Small Business Development, and any approved update thereof, are hereby incorporated as contractual obligations of the CONSULTANT to Miami-Dade County hereunder. The CONSULTANT shall undertake and perform the affirmative actions specified herein. The Director may declare the CONSULTANT in default of this Agreement for failure of the CONSULTANT to comply with the requirements of this paragraph.

SECTION XXV – PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS

The CONSULTANT's attention is directed to Miami-Dade County Section 2-8.1.4, providing for expedited payments to small businesses by county agencies and the Public Health Trust; creating dispute resolution procedures for payment of county and Public Health Trust obligations; and requiring the prime contractor to issue prompt payments, and have the same dispute resolution procedures as the COUNTY, for all small business subcontractors. Failure to the prime contractor to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment, in accordance with the terms of the county contract or Public Health Trust contract and debarment procedures of the COUNTY.

SECTION XXVI - SANCTIONS FOR CONTRACTUAL VIOLATIONS

Proposal and contract documents shall provide that, notwithstanding any other penalties for firms that have discriminated in violation of Article VII of Chapter 11A of the Code, the COUNTY may terminate the contract or require the termination or cancellation of the sub-consultant contract. In addition, a violation by a respondent or sub-consultant to the respondent, 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.

SECTION XXVII – BUSINESS APPLICATION AND FORMS

The CONSULTANT shall be a registered vendor with the COUNTY – Department of Procurement Management, for the duration of this Agreement. It is the responsibility of the CONSULTANT to update and file the Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form) with the Department of Procurement Management (DPM), Vendor Assistance Unit for any changes for the duration of this Agreement, including any option years.

The Proposer is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the DPM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128.

Section 2-11.1(d) of Miami-Dade County Code, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the COUNTY's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency

acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

SECTION XXVIII – ERRORS AND OMISSIONS

The COUNTY shall maintain a record of all construction changes that shall be categorized according to the various types, causes, etc. that the COUNTY may determine are useful or necessary for its purposes. Among those categories are construction changes caused by design errors or omissions in the bid documents that were prepared by the CONSULTANT. For the purposes of this contract provision, errors and omissions shall be dealt with differently, as follows:

A. Errors

It is specifically agreed that any construction changes categorized by the COUNTY as an error in the bid documents that were prepared by the CONSULTANT will constitute an additional cost to the COUNTY that would not have been incurred without the error. The damages to the COUNTY for errors shall be calculated as one hundred percent (100%) of the total cost of the change.

B. Omissions

It is further specifically agreed for purposes of this agreement that any construction changes categorized by the COUNTY as an omission in the bid documents that were prepared by the CONSULTANT will constitute an additional cost to the COUNTY that would not have been incurred without the omission. The damages to the COUNTY for omissions shall be calculated as one hundred percent (100%) of the total direct cost of the change, not including betterment.

The CONSULTANT shall participate in all negotiations with the contractor related to this section. Such CONSULTANT participation shall be at no additional cost

to the COUNTY. Failure by the CONSULTANT to participate in the negotiations with the contractor shall constitute a waiver of CONSULTANT's rights to contest the appropriateness or amount of any settlements or change orders.

To obtain recovery for errors and/or omissions covered in paragraphs A and B above, the COUNTY shall deduct from funds due the CONSULTANT in this or any other contract the CONSULTANT may or will have with the COUNTY up to the amount of the CONSULTANT'S insurance deductible. Should the damages incurred by the COUNTY exceed the CONSULTANT'S insurance deductible, the COUNTY shall look to the CONSULTANT and the CONSULTANT'S insurer for the remaining amount of additional damages incurred by the COUNTY. In executing this agreement, the CONSULTANT and his insurer specifically agree to the reasonableness of these damage calculations and to the COUNTY'S right to recover same as stated above. The recovery of additional costs to the COUNTY under this Section shall not preclude or limit in any way the CONSULTANT'S indemnification obligations to the COUNTY pursuant to Section XX of this Agreement, or preclude or limit in any way recovery for other separate and/or additional damages that the COUNTY may otherwise incur."

SECTION XXIX – ENTIRETY OF AGREEMENT

This writing and its attachments embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.

No alteration, change, or modifications of the terms of this Agreement shall be valid unless made in writing, signed by both parties hereto, and approved by the Board of County Commissioners.

This Agreement, regardless of where executed, shall be governed by and constructed according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

IN WITNESS WHEREOF the parties hereto have executed these presents this _____ day of _____, 20___.

ATTEST:

HARVEY RUVIN, CLERK OF THE BOARD

By: _____

ATTEST

By: Louis J. Pachman
Corporate Secretary

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
County Manager

HDR ENGINEERING, INC.

By: _____
Senior Vice President
Charles T. Sinclair

(Corporate Seal)

Approved as to form
and legal sufficiency: _____
Assistant County Attorney

ATTACHMENT "A"

HDR ENGINEERING, INC. SCOPE OF WORK
DATED: AUGUST 28, 2009

HDR | ONE COMPANY | *Many Solutions*

Transmitted via Electronic Mail
ramosmi@miamidade.gov

August 28, 2009

Mike Ramos,
A&E Consultant Selection Coordinator
Miami-Dade County
Office of Capital Improvements (OCI)
111 NW 1 Street, Suite 2130
Miami, FL 33128

RE: Wharves Strengthening Program
Miami-Dade Seaport Department
E09-SEA-01; Proposal Revision 3

Dear Mr. Ramos:

As a result of our negotiation meeting on August 27, HDR is offering this *FINAL* Proposal for Professional Consulting Services for the Wharves Strengthening Program for the Miami-Dade Seaport Department. The revised document addresses comments received during our meeting and incorporates revisions into a revised scope of services, schedule, and fee estimate.

We are looking forward to discussing our Proposal with the Negotiating Committee and the staff from the Seaport Department.

If you have any questions, please do not hesitate to contact Chuck Sinclair at 305.728.7400 or at chuck.sinclair@hdrinc.com.

Sincerely,
HDR Engineering, Inc.

Charles T. Sinclair, P.E.
Senior Vice President
Project Principal

Wesley Dortch, P.E.
Project Manager

HDR Engineering Inc.
15450 New Barn Road
Suite 304
Miami Lakes, FL 33014
Office: (305) 728-7400
Fax: (305) 728-7447
www.hdrinc.com

E09-SEA-01 WHARVES STRENGTHENING PROGRAM
MIAMI-DADE SEAPORT DEPARTMENT
PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES

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This proposal is for providing professional consulting services to support the Seaport Department's need for evaluating existing structures and providing retrofit construction to allow for the planned harbor deepening. Services to be provided include Design Development, Design Services, and Post Design Services as further outlined in this document. The following sections outline our understanding of the project, the Seaport's primary goals and constraints, and the HDR team's approach to address these items. A description of proposed services, including assumptions and limitations, schedule, and fees are included. Initially, HDR primarily focused development of the scope, fee, and schedule for the initial phase, Design Development, as the scope and deliverables for this phase are known and readily quantifiable. The information collected during this phase, along with identification and selection of preferred construction alternatives will define the scope and duration of the work to be provided during the subsequent phases.

At the Seaport's request, HDR has revised the proposal to include a more detailed scope, fee, and schedule for Phases 2 and 3. In order to generate a specific fee and schedule, it is necessary to assume a specific design scenario, duration of construction, and various other conditions. Should Phase 1 ratify these assumptions and conditions, then HDR will commence with Phase 2 and 3 for the scope and fee specified herein. Should Phase 1 reveal that the preferred design, construction type and duration, or other conditions differ from those assumed, then the required engineering effort may similarly be affected. For these reasons, HDR would suggest that, following Phase 1, the Seaport and design team jointly evaluate Phase 1 findings and preferred alternatives relative to the scope proposed here, and that revisions be incorporated if necessary.

PROJECT UNDERSTANDING

The Consultant (HDR and Team) will provide necessary investigations, surveys and studies, design, preparation of complete structural and civil construction documents, environmental studies and permitting, building permitting (including infrastructure and utilities), post-design services including procurement and construction administration support, through all phases of the project, to support the Seaport Department in strengthening the existing Wharves I through VII to allow a depth of 50-ft, plus 2-foot over-dredge. The project will consist of three primary phases: design development; design services; and post design services. As described by the Seaport, in the draft PSA, these phases are to include the following services; these are defined further in the *Scope and Deliverables* section of this proposal.

- **Phase 1. Design Development**
  Geotechnical and subsurface investigations; sampling; surveying; environmental permitting; bulkhead evaluation and analysis; preparation of strengthening alternatives and preparation of opinions of probably cost; additional support tasks as defined in this scope of services.

- **Phase 2. Design Services**
  Preparation of detailed design drawings; general and technical specifications; probable construction costs and schedule; value engineering; preparation and submission of permit applications; resolution of regulatory agencies' comments; additional support tasks as defined in this scope of services.

- **Phase 3. Post Design Services**
  Bidding assistance and bid review; response to RFI's; amending bid package as necessary; conducting site visits and inspections; attending meetings as requested; reviewing shop drawings, claims, substitutions, change orders, contract schedules, schedule of values, and as-built drawings; providing project close-out; additional support tasks as defined in this scope of services.

It is understood that the Miami Harbor Phase 3 deepening program being implemented by the U.S. Army Corps of Engineers will include the deepening of the channel and the Port of Miami berthing area to a distance of 5 feet from the strengthened bulkhead. Therefore, work related to the dredging of the berthing area is not included in the scope of the strengthening of Wharves I through VII.

PROJECT TEAM

Team HDR consists of HDR Engineering, Inc., plus three professional services subconsultants. These include Halcrow, Inc.; MACTEC Engineering and Consulting, Inc.; and ADA Engineering, Inc. Team HDR will self perform services related to design development, engineering and design, and post design to complete the strengthening of Wharves I through VII. Though not anticipated, it is possible that specialty services, to be provided by others, might be identified during the work and may be recommended for inclusion to the scope. Inclusion of additional team members, at any time during this contract, would be done only with prior approval by the Seaport. To meet the Seaport's Community Business Enterprise (CBE) program goals, HDR has teamed with ADA Engineering; ADA will perform 20% or more of the total contract value of work.

During Phase 1, Design Development, the team members will provide the following services. Individual responsibilities for later phases will be determined at that time; however team responsibilities are discussed in the appropriate sections of this proposal.

HDR Engineering, Inc., as Prime Consultant, will serve as primary liaison with the Seaport, and will manage the overall project. Specific responsibilities:

- Project management and subconsultant coordination
- Primary communication with the Seaport
- Meteorological and oceanic (met-ocean) analysis
- Mooring and berthing analysis for future conditions
- Prepare Design Basis document
- Structural analysis and alternatives design
- Define environmental / permittability issues
- Prepare design alternatives deliverable
- Oversee and review subconsultant work
- Quality control

Halcrow, Inc., as Subconsultant, will provide the topside and diver structural assessments and support the marine structures engineering effort. Specific responsibilities:

- Topside inspection and assessment of structures / feature
- P.E. Diver inspection
- Analyze existing structures with regard to remaining capacity and life, specific to future loadings and prepare a structural assessment report.
- Provide engineering collaborative support for alternatives design.
- Provide independent technical reviews for Design Basis and alternatives design.
- Prepare opinions of cost and schedule for alternatives design.
- Oversee and review subconsultant work

MACTEC Engineering and Consulting, Inc., as Subconsultant, will provide site investigations, to include surveys and geotechnical testing and analysis. Specific responsibilities:

- Topographic survey
- Hydrographic survey
- Site geotechnical testing and sampling
- Obtaining samples for environmental testing
- Geotechnical engineering analysis and provision of recommendations and findings report
- Coordination with ADA for utilities location and verification

ADA Engineering, Inc., as Subconsultant, will provide utility investigations, support the environmental investigations and permittability process, and provide necessary civil engineering and utility design services. Specific responsibilities:

- Document research, interview, and ground reconnaissance to identify existing utilities and subsurface utilities.
- Coordinate with MACTEC to capture all utilities information into the surveys.
- Assist HDR in defining environmental concerns, providing local agency coordination, and for establishing permit requirements and issues.
- Coordinating the application for the Building Permit including resolution of agency comments.
- Perform all civil engineering necessary to support the alternatives design effort; to include pavement, drainage, utilities, grading, etc.

SCOPE AND DELIVERABLES

I. DESIGN DEVELOPMENT

To properly address the Seaport's needs, it is necessary to first fully understand existing conditions and the effects that are either a direct or indirect result of the planned harbor deepening. Based on this foundation, Team HDR will then be able to identify feasible construction alternatives that best meet these needs and to further distill these alternatives into preferred options for the Seaport's evaluation. To successfully complete this crucial phase, Team HDR proposes the following scope of services and deliverables.

1. Project Management (HDR Self Perform)

Throughout the project, HDR will provide project management and coordination services consisting of the following:

a. HDR will provide a primary point of contact (Wesley Dortch) and secondary point of contact (Chuck Sinclair). All primary communications between the Seaport and HDR, related to this contract and the work described therein, including but not limited to scope, schedule, deliverables, and project performance will be directed through HDR's point of contact and the Seaport's point of contact, to be denoted by the Seaport. All communication between HDR subconsultants and the Seaport shall be directed through HDR's primary point of contact, unless notified otherwise.

b. HDR will coordinate necessary scope definition or discovery meetings with the Seaport and will brief and make available the necessary design team staff for such meetings. Meeting will include interviews with necessary site operational staff, tenants, engineering staff, etc. in order to fully establish the parameters to be addressed during design. For the purpose of this proposal it is assumed that a maximum of 3 half-day interviews will be required.

c. HDR will attend progress review meetings at regularly scheduled intervals or when the Seaport and HDR determine it is necessary. It is assumed that will include an average of one two hour meeting per month (6 total) in addition

to the deliverables meetings. To avoid numerous unnecessary meetings, HDR and the Seaport will try to combine progress review meetings with other technical and deliverables meetings as appropriate. HDR will prepare and distribute a summary of all progress review meetings.

d. HDR will review Subconsultant Invoices and perform monthly project billing in accordance with the Seaport requirements. Necessary direct cost backup will be provided; man-hours will be provided for time and material work only. Each invoice will include a brief summary of work completed during the billing cycle as well as an estimate of contract percent complete. HDR will invoice and payment will be provided on a monthly basis. HDR will provide project completion milestones for the purpose of determining / defining completed work, as referenced in the PSA.

e. HDR will provide project oversight and controls, and will implement Quality Assurance and Quality Control procedures in accordance with our internal policy. A project work plan and schedule will be developed for the project and will be made available for the Seaport review.

f. Deliverables will be provided in Hardcopy and in Softcopy per the requirements of the Professional Service Agreement, or as directed by the Seaport's project manager. Except as modified in individual tasks below, it is assumed that no more than five (5) hardcopy deliverables will be required at the completion of each deliverable task. Review deliverables will be made available in Softcopy (Adobe PDF) and Hardcopy (11x17) (5 copies).

g. HDR will obtain security clearances (badges) as necessary for the Seaport entry and for TWIC federal clearance. It is assumed that the project manager, project principal, and up to four additional staff members will require badges. Subconsultants will provide badging for personnel requiring access to the site only.

h. HDR and Seaport staff will meet (planned for 1) with the USACE engineering staff that are managing / designing the planned harbor deepening to verify that the conceptual design effort for the wharves strengthening remains in sync with the USACE's own efforts; and that opportunities and constraints imposed by their effort are outlined for further consideration in later phases.

i. HDR will provide document review and site evaluation to verify the accurateness of provided As-Built drawings. On-site coordination will be provided as necessary during performance of site investigations (geotechnical, survey) to capture differences between recorded and actual conditions, and to provide guidance for needed data collection.

j. HDR will establish a web-based project site for the purpose of housing and transferring data and other information to and among the project team, including HDR staff, its subconsultants, and the Seaport Staff.

2. ***Project Kickoff Meeting and Site Walkthrough (Team HDR)***

   a. Upon Notice-to-proceed (NTP), HDR will schedule, with the Seaport's assistance, a joint kickoff meeting to include Team HDR, the Seaport, affected tenants, and other project stakeholders, as identified by the Seaport. The purpose of the meeting will be to discuss project goals and schedules, to identify conflicts and operational issues to be addressed during design, and to identify potential regulatory constraints and concerns. The meeting will be held on the Seaport premises.

   b. Following the kick-off meeting, the Seaport will facilitate an on-site walkthrough of the project area. In addition to the Seaport's Project Manager, The Seaport will also provide operations and facility staff, knowledgeable of vessel activities, operational requirements, and tenant requirements, to accompany the walkthrough and to identify issues and to answer Team HDR questions.

   c. It is assumed that security clearance for taking site photographs will be provided. It is further assumed that site access can be obtained for all eligible team members through a one day security badge by following the POM's posted procedures for acquiring this access.

   d. For the basis of schedule development, it has been assumed that at the kickoff meeting, the Seaport will have available for distribution, in digital, reproducible format, all pertinent and necessary as-built structural and civil plans, including subsequent repair projects, for the wharves in consideration. Additionally, it is assumed that detailed and comprehensive utilities drawings will be provided as well. Where available, original AutoCAD format files would simplify reconstruction of existing details.

3. ***Site Topographic and Hydrographic Surveys (MACTEC / ADA)***

   The site topographic and hydrographic surveys will be performed by MACTEC. ADA will provide necessary document review, Seaport staff interviews, and field reconnaissance to verify existing surface and subsurface utilities. MACTEC will coordinate ADA's effort to capture all above ground data in the topographic survey. Though not included here, it may be necessary during Phase 2 to perform additional subsurface utility survey, to include soft dig, utility designation, and survey to verify conditions prior to completion of detailed design and construction. Specific tasks to now be performed include:

   a. General

      1. Subconsultant to provide all labor, materials, tools, supplies, transportation, equipment, and any other items required for the specified work.

      2. The Subconsultant is responsible for obtaining all security badges and clearance for site personnel prior to scheduled site work; this

includes the cost and time associated with the Seaport badging and TWIC card badging.

3. The Subconsultant is responsible for obtaining all permits necessary for performing the indicated work.
4. Assumptions shall be based on Subconsultant's knowledge of existing local conditions.
5. All services and products will be performed in conformance with Florida Administrative Code Chapter Rule 61G17-6, Minimum Technical Standards, Pursuant to Chapter 472, Florida Statutes.
6. The survey work performed as described herein will require full access to the project site both landside and waterside. Therefore it is assumed that the on-site survey activities can be scheduled to be performed at times and in areas where there are no active berthing operations, and therefore there will be no standby time required for this activity.

b. Topographic Survey

1. Provide topographic survey of project area on existing wharves I-VII with 250' overlap at each end, a length of about 6,800'. The topographic survey is to extend +/- 200-ft back from the berth face of the wharf. The topographic survey will entail the following tasks.

    a. Establish horizontal control relative to NAD83/2007 and vertical control relative to NGVD 1929 based on existing nearby control monumentation to be furnished by the Seaport Department. Secondary control stations to be established and placed in locations not subject to construction and able to be verified/ utilized during construction.

    b. Locate all fixed above-ground improvements and evidence of subsurface improvements within project corridor to include bollards, fenders, power pits, bunkering pits, crane rail and cap, drainage and flow lines, etc. Provide indication of stormwater collection and flow paths and indicate treatment type and structures, where encountered.

    c. Determine ground/ pavement elevations by measuring cross sections along the corridor at 100-ft station intervals and at all breaks in grade. Elevations will be determined at 100-ft intervals along each cross section line and as necessary to delineate existing ground conditions.

    d. Prepare certified topographic survey drawing in AutoCAD format. Deliver a minimum of three (3) certified drawings.

e. Coordinate with ADA to locate and verify surface and subsurface utilities as may reasonably be determined through review of existing documentation provided by the Seaport, through discussions with Seaport, and by on-site surface evaluation. Utility locations to be marked by ADA while MACTEC is in the field. This task does not include excavation of utilities.

c. Hydrographic Survey

1. Prepare hydrographic survey of project area on existing wharves I-VII with 500' overlap at each end, a length of about 7,300'. The hydrographic survey is to extend from the berth face of the wharf outwards in the channel to the current or future limits of the maintained channel (whichever is further). The hydrographic survey will also define the bottom slope of the channel under the open wharf (Wharf I) from the edge of the wharf landward for 50-ft +/-. The hydrographic survey will entail the following tasks.

    a. Establish horizontal control relative to NAD83/2007 and vertical control relative to NGVD 1929 based on near-by existing control monumentation to be furnished by the Seaport Department. Control stations established for topographic survey will be utilized where ever possible.

    b. Determine bottom elevations of Fisherman's Channel within project limits by measuring transects along corridor at 50-ft intervals. Elevations to be determined at 20-ft intervals along each transect line. The survey will be made with a combination of single and multi-beam echo sounder technology.

    c. Provide mathematical relationship between vertical datum (NGVD 1929) and MHW, MHHW, MLW and MLLW.

    d. Prepare certified hydrographic survey drawing in AutoCAD format. Deliver a minimum of three (3) certified drawings.

    e. The proposed fee is based on the assumption that the survey activities can be coordinated with POM Operations staff so that there is no standby time due to vessel traffic.

d. Schedule

The hydrographic survey will be completed and delivered in four (4) weeks from Notice to Proceed (NTP). The topographic survey will be completed and delivered in ten (10) weeks from NTP.

4. Geotechnical Investigation, Engineering, and Reporting (MACTEC)

MACTEC will provide all services related to on-site geotechnical testing, sampling, analysis, and engineering. A findings and recommendations report will be generated for both the Seaport and Team HDR.

a. The purpose of the exploration is to obtain geotechnical information in support of strengthening the existing wharves at the Port of Miami. The strengthening is needed due to the planned increase in the dredge depth from 42 feet to 50 + 2 feet at the Port's facilities.

b. Based on MACTEC's experience in the area and the subsurface information gathered by others at the Port, the majority of the borings should extend to a depth of 90 feet from the existing water or land elevations. The final number and location of borings will be established based on collaboration with the Prime Consultant to reflect data requirements and fee constraints. Since local rock core recoveries are often below 50%, the most suitable method to determine rock strength is the Standard Penetration Test. The rock layer is often interspersed with sand layers; consequently, it is recommended that standard penetration testing be performed on 2.5 foot centers between a depth of 50 and 75 feet in ten of the borings.

c. Rock coring will be performed between approximate depths of 50 and 75 feet in at least four borings slightly offset from previously drilled standard penetration test borings. The coring will provide samples of intact rock for visual examination and laboratory strength testing. Shallow undisturbed samples for consolidation and strength testing will also be obtained from these offset borings.

d. To better characterize silt, clay, or loose sand deposits, flat plate dilatometer testing will be performed at locations to be determined in collaboration with the Prime Consultant. Dilatometer tests will generally be performed on one foot depth intervals between 20 and 50 feet.

e. Due to the presence of crushed limerock in the existing fill soils, and the likely refusal near the limestone surface, Cone Penetration Testing is not proposed for this project.

f. Laboratory testing will include index and classification tests, triaxial, and consolidation testing of soils. Rock cores will be selected for unconfined compression and splitting tensile testing. Bulk samples of near surface soils will be tested in the laboratory for their Limerock Bearing Ratio (LBR).

g. The over water drilling and possibly some of the land drilling will be performed by subcontract driller to MACTEC. An additional subcontract concrete coring firm will be required to core the existing Berth 1 to allow soil sampling beneath. MACTEC will have personnel observing subcontract crews whenever they are at the Port. Field personnel will be properly

badged for working at the Port. This proposal also assumes that the Port will inform the team of potential scheduling conflicts between field and water drill crews and the ongoing port operations, in order to minimize standby time, which is costly.

h. As available, existing geotechnical data will be reviewed to supplement the field findings. All data will be utilized to develop a design soil profile which will provide both drained and undrained engineering parameters for each stratum for use in lateral earth pressure analysis. This will also be used for slope stability analyses.

i. This proposal is based on the review of existing site data provided by the Seaport, from previous construction and planned dredging projects, to establish site characterization and that the testing regime described herein will serve to ground truth and verify that data.

j. Analysis will include axial and lateral pile analyses. Pile capacity vs. depth tables or charts will be presented to include both skin friction and end bearing. Recommendations will be provided for efficient foundation installation and field construction.

k. Settlement evaluation and recommendations to accelerate consolidation of cohesive soils will be considered.. In addition, MACTEC will provide subgrade parameters for the pavement design.

l. Findings will be presented at key times, during the course of the exploration, through geotechnical status reports. After all the field and laboratory data is obtained, MACTEC will provide a formal written report. AutoCAD and pdf copies of the report and appendix materials will be provided. The final report will be signed and sealed by a Professional Engineer registered in Florida.

m. Schedule: The site work and testing will be completed in approximately 12 weeks from NTP. The draft report deliverable will be completed approximately 16 weeks from NTP.

5. *Topside and Underwater Inspection and Structural Evaluation (Halcrow / ADA)*

The purpose of the inspection and evaluation efforts is to verify the existing structural and non-structural components and conditions, and to evaluate the existing load carrying capacity, remaining useful service life, and suitability for re-use into new construction in support of the wharf strengthening program. All work associated with the inspection and evaluation will be provided by Halcrow, though HDR will coordinate and provide an on-site marine engineer as needed to direct the investigations. Specific tasks include the following:

a. General

1. The above and underwater inspection work will be performed by a three-person team including a Professional Engineer-Diver experienced in the inspection and design of repairs to timber, concrete and steel marine structures, a Dive Supervisor, and an Engineer Diver. All Halcrow diving personnel are commercially trained and certified in conformance with OSHA (29 CFR Part 1910, Subpart T) and the Association of Diving Contractors (ADC) guidelines governing safe diving practices, and are trained and current Emergency First Responders and Emergency Oxygen Providers. Prior to the field work, a project specific Risk Assessment and a Health and Safety Plan will be prepared in support of the diving operations.

2. To assess the condition of the structures, the underwater inspection will be performed using surface-supplied diving equipment including Superlite 17 and 57 diving helmets and a four-part umbilical consisting of a communications cable to allow for continuous communication with surface team, a pneumo-fathometer hose, an air hose, and a strength member. Typical Halcrow diving operations include a primary and two emergency air sources for a diver. A compressor with a volume tank is used as the primary air source, a high-pressure air cylinder bank is used for emergency air, and a diver-carried air cylinder as a second emergency air supply.

3. A variety of inspection tools and measuring devices will be used during the inspection. Photographic documentation will be provided using a Canon S80 Digital Underwater Camera System, and augmented with an in-house designed, plexiglass, clear water box used to take high quality photographs even in turbid water conditions. The diving operations will be staged out of a 25-ft Halcrow dive vessels.

4. Halcrow respectfully requests access to all available civil, mechanical, and structural construction documents relevant to the wharves identified for inspection prior to commencement of the field work. This will be invaluable in both evaluating the structures as well as planning safe diving operations.

5. No fee allowance has been provided in the fee estimate for additional destructive and non-destructive testing beyond that discussed in part B below. Based on site assessment, it may later be recommended that additional specialty services be provided for more in-depth testing; these could include half-cell potential analysis; petrographic analysis of concrete; concrete coring; and ground penetrating radar, among others.

b. Underwater & Topside Inspection

1. The underwater inspection efforts will include a 100% Level I inspection and a 10% Level II and Level III inspection of all submerged structural elements as defined in the American Society of Civil Engineers (ASCE) Underwater Investigations Standard Practice Manual. The inspection methodology for these levels of effort is defined below.

2. A Level I inspection is a close visual examination or a full tactile examination often referred to as a "swim-by" inspection. The Level I inspection efforts will be detailed enough to detect obvious major damage or deterioration, undermining, or scour along the wharves. As part of the Level I inspection, soundings (water depths) will be collected and limited probing of the mudline will be performed every 100 ft to assess the general condition of the seabed material.

3. A Level II inspection is a more detailed examination than a Level I inspection and involves cleaning structural components to identify defects typically hidden by marine growth or corrosion by-product. The Level II inspection efforts at Wharves I through VII will be performed every 100 ft along the bulkhead structures (Wharves II through VII), and at 10% of the concrete piles supporting Wharf I. This typically involves removal of a 1-ft square area of marine growth on the steel sheet piles, and a - ft high band of marine growth on the concrete piles at a minimum of three locations; near the low water elevation, at mid-pile, and near the mudline. Additional locations within the water column will be cleaned, if necessary, to develop a general condition profile along the height of the exposed portions of the sheet piles, or to determine corrosion patterns. The level II inspection will also focus on typical areas of weakness such as interlocks and attachment points. The thoroughness of the marine growth removal will be governed by what is necessary to discern the condition of the underlying material.

4. A Level III inspection involves non-destructive testing (NDT) or destructive testing to detect hidden or interior damage, loss in cross-sectional area, and material homogeneity. The Level III inspection at Wharves II through VII will include NDT through ultrasonic thickness measurements collected every 100 ft along the bulkhead structures and at 10% of the concrete piles supporting Wharf I. A Level III examination usually requires prior cleaning; therefore, these measurements will be taken at the Level II locations.

5. The above-water inspection efforts will include a 100% Level I inspection of all fenders, bollards, cleats, curbing or railing, crane rails, cable trenches, and bunkering pits to catalog existing shore-side features associated with berthing, crane, and port operations.

c. Test pits and inspection of structural tie-backs

   1. ADA will perform (or direct by subconsultant) the exposure of existing tie-backs (test pits) for Halcrow's evaluation during the

topside investigation. One test pit will be provided at each of wharves II thru VII, to dimensions acceptable to the Seaport and Halcrow for the purpose described. For the basis of the fee proposal, it is assumed that approximately a 12-ft by 30-ft area will be affected during the performance of this work. All test pits will be backfilled, compacted, and paved to match existing at completion.

2. Prior to excavating the pits, Team HDR will conduct a pre-excavation meeting with the Port's staff in order to minimize disruption to the daily operations and discuss the duration of each evaluation. These pits will not commence until the Port has provided written authorization to proceed.

d. Structural condition analysis

1. Before alternatives analysis is undertaken, it is important to first understand the strength of the existing structures. Halcrow's Engineer divers will provide a comprehensive report on the conditions of structural components of each wharf that are visible and accessible. The resulting report will then enable Halcrow engineers to assess the corrosion of steel or the deterioration of concrete in locations of structural significance, including cross sectional areas of axially loaded members, thickness of flexible members, and locations of load transfer, such as joints or connections. Where the sectional area of concrete piles has been reduced, or the thickness of steel bulkhead corroded, structural analysis is able to determine the impact on the longevity and integrity of the structure.

   The purpose of this project is to deepen the existing wharves to 50 feet water depth (plus 2 feet overdredge) and structural improvements are necessary, but costs and schedules can be reduced if the residual strength and capabilities of the existing structures can be incorporated into the new structures. This approach reduces the need for demolition, potentially reduces the materials required for the project, and may also reduce the schedule.

   The wharf structures will be analyzed to determine their existing live load capabilities as well as the impact that wharf deepening and future resulting future vessels have on their structural stability. This understanding will allow study of viable alternatives to achieve the project goals.

e. Deliverables

Following the field efforts, Halcrow will develop a comprehensive inspection report that will provide a description of the observed conditions with supporting digital photographs and figures. The report will include the main structural and non-structural concerns, and provide repair, replacement, or

re-use recommendations. The following is the anticipated outline of the inspection report:

- Introduction
- Observed Conditions
- Appendices
  - Figures
  - Photographs
  - Calculations

In addition to inspection findings, Halcrow will include sections relating the findings of the structural evaluation. Each wharf will be evaluated in terms of findings, deficiencies, required emergency repairs (if any), remaining capacity, and suitability for re-use for the planned deepening or incorporation into future repairs.

The proposed fee provides an allowance for a single half-day presentation of findings and recommendations to the Seaport. Halcrow's PE diver, task manager for structural evaluation will attend, as will HDR's Project Manager and senior marine structures engineer.

f. Independent Technical Review (HDR)

HDR will provide an independent technical review of Halcrow's findings and recommendations report prior to issuing the deliverable to the Seaport. The purpose of the technical review is to confirm technical approach, assumptions, and findings, for consistency with available data and normal standards of practice.

g. Schedule

It is estimated that the structural analysis will require 8 weeks for completion. Actual completion date is contingent on completion dates for several preceding and concurrent tasks, including dive inspection and preparation of the Design Basis.

6. Design Basis (HDR)

Unlike many fields of engineering, marine structural design does not adhere to a single national standardized code. There are a number of advisory and technical memoranda available to the designer, and many differ to some degree in how they outline load determination, application, and required structural response. Furthermore, the marine environment is highly variable, as are the design and loading scenarios to be withstood by the structure.

To assist Team HDR with developing alternatives and designs consistent with the Seaport's needs, HDR will generate a Design Basis memorandum to outline the design parameters, loads and combination of loads, required structural response, factors of safety, design vessels and live loads, and required service life. The document will also

provide summary of all operational and construction restraints, as determined through discovery interviews (above), which impact the design. Once the design basis has been developed, the Seaport will formally review and approve prior to beginning structural analysis or alternatives review. Significant tasks include the following:

a. Meteorological and Oceanographic (MetOcean) Evaluation

1. Task Management: Provide task management for marine and coastal engineering, serve as a liaison to the HDR Project Manager, participate in periodic conference calls and internal project meetings, and coordinate schedule and deliverables, etc. over the life of the project.

2. Kickoff Meeting / Site Reconnaissance: Participation by up to one (1) team members in a kickoff meeting and site reconnaissance in Miami. Includes meeting preparation such as gathering and review of general project information, and review of meeting/site visit notes.

3. Metocean Characterization: Investigate sources of existing tide, wind, current, wave, storm surge, bathymetry, and other relevant meteorologic and oceanographic data. Readily-available data and reports will be obtained, reviewed, and summarized as applicable to the project. Potential data sources include the Miami Dade Seaport Department, U.S. Army Corps of Engineers, National Oceanic and Atmospheric Administration, Florida Department of Environmental Protection, Federal Emergency Management Agency (FEMA), and previous investigations by other private and public organizations. Results will be summarized in a data investigation memorandum in which recommendations for additional data collection, if any, as well as statistical summaries of existing data will be provided. The metocean characterization will serve as the basis for wave modeling (see below) as well as provide a summary of design parameters that will need to be included for design.

4. Wave Modeling: Analysis of waves is required for determination of loads on marine structures and design of shoreline protection. Wave loads are extremely sensitive to wave height and period. Parametric I-D modeling of waves will be performed for preliminary assessment of waves. The modeling will incorporate the results of the metocean characterization and consider both typical and storm conditions. Development of statistical probabilities for various design storms (in terms of return period and/or hurricane intensity) will be based on published results by others, such as FEMA and ASCE-7, and is not included. Results will be documented in a design basis memorandum.

5. Harbor Pilots / Vessel Captains / US Coast Guard Coordination: HDR will discuss berthing and de-berthing operations and recommended mooring arrangements with the local pilots, vessel captains and

United States Coast Guard (USCG) Marine Safety Office. HDR will also discuss and obtain background information from these personnel regarding harbor navigation and navigational concerns as related to the project, as well as typical vessel types, vessel response, impacts due to passing vessels while at berth, etc., to help define the existing vessel climate. Concurrence from these stakeholders on proposed, berthing and mooring elements and arrangements, as well as potential navigational or operational differences related to the planned construction will be solicited, and if obtained, will be documented via meeting notes. No other form of concurrence or validation will be solicited.

6. Vessel Wake and Surge Modeling: In coordination with the wave modeling, the wake and pressure-field ("surge") generated by representative passing vessels will be characterized as required for determination of loads on marine structures (including mooring loads) and design of shoreline protection. Both large ships and smaller, faster-moving boats will be considered. The shorter-period wake will be calculated with empirical methods and transformed to the site with a phase-resolving wave model such as BOUSS2D or CGWAVE. Pressure-field propagation will be analyzed with the ADH or other suitable hydrodynamic numerical model. Results will be documented in a design basis memorandum.

7. Analysis of Propeller Wash: The strong currents generated by the thrusters and main propellers from the tugs can cause severe scour along the bank and seafloor. Published methods for calculating propeller-induced flow will be applied for various vessel types and maneuvering patterns during berthing and deberthing. Preliminary estimates of the velocity at the seafloor and bank will be provided for evaluating the need for scour countermeasures.

8. Needs Assessment for Shoreline Protection and Scour Countermeasures: Based on the wave modeling, vessel wake/surge modeling, and propeller wash analysis, hydraulic loading criteria will be developed for estimating where additional scour countermeasures may be required. Depending on actual layout of the berth and shoreline configuration, a revetment may be required to prevent bank erosion from waves and vessel wake/surge on transition slopes beyond the limits of the planned deepening. Also, in coordination with bulkhead design, countermeasures for scour of the channel bottom and side slopes from propeller wash may be required.

b. Berthing and Mooring Analysis:

1. Based on the Metocean characterization, wave, vessel wake and surge modeling described above, and the design vessel parameters and general mooring arrangement provided by the Seaport, a berthing and mooring analysis will be performed for the design

vessel. It is assumed that an interim maximum (pre-deepening) and a post deepening maximum vessel will be considered. The mooring analysis will be performed with the assistance of OPTIMOOR. Passing vessel effects will also be considered within the limits of the capabilities of OPTIMOOR. A berthing and mooring analysis be prepared and submitted to Halcrow for independent technical review. Design loads for the mooring and breasting structures and a recommendation for layout of mooring and fender arrangements will be provided based on this analysis.

c. Deliverable

HDR will prepare a stand-alone memorandum document for submittal to the seaport that provides the basis of subsequent design and analysis. The document will include summary information for the items described in 6, 6a, and 6b, above. Seaport review and acceptance will be required for furthering any structural analysis or alternatives analysis.

d. Independent Technical Review (Halcrow)

Halcrow will provide an independent technical review of HDR' findings and recommendations report prior to issuing the deliverable to the Seaport. The purpose of the technical review is to confirm technical approach, assumptions, and findings, for consistency with available data and normal standards of practice.

e. Schedule

The initial design basis for review will be completed within 16 to 18 weeks of the kickoff meeting. Following a two-week Seaport review, HDR will incorporate necessary changes within one week.

7. Preliminary Engineering (HDR / Halcrow / ADA)

Upon approval of the project Design Basis and receipt of deliverables from the site investigation, HDR, Halcrow, and ADA will provide the preliminary engineering necessary for identifying potential construction scenarios to address site conditions and the operational needs and constraints. HDR and Halcrow will collaborate to identify alternatives and to provide necessary marine structures engineering. ADA will provide uplands site and civil evaluations and engineering as necessary. Specific tasks will include:

a. Analyze structures and generate alternatives

Design criteria established and agreed with the Seaport will be used to assess alternative designs for each of the wharves. To streamline the process and focus the schedule our proposal assumes that a maximum of three alternatives (for each structure) will be thoroughly evaluated for viability and constructability. These evaluations will include value

engineering and some basic design assessments, but will not be sufficiently detailed to be termed a conceptual design. The purpose of the evaluation will be to quickly identify the most cost effective and schedule efficient solutions to strengthening the wharves. Where possible, alternatives for the separate structures will be based on common premises, such as waterside repairs, landside repairs, etc.

b. Develop preferred alternatives

Once the design team has identified the preferred solutions, these will be shortlisted to a maximum of two alternatives for more detailed engineering examination to refine the concept and identify innovations, solutions or refinements to the concept. Considerations during the alternatives evaluation will include, but not necessarily be limited to:

1. Demolition

   The amount and type of demolition work is expected to vary from structure to structure. Minimizing demolition of existing structures has several benefits including:

   a. Reducing disruption to existing tenants
   b. Maintaining stability of structure and improving safety
   c. Existing structure can contribute to strength of new design, reducing cost
   d. May help reduce the construction schedule

2. Mooring and Berthing

   The fender system is a significant cost item and a major factor in the operational efficiency and facility maintenance. Our team will call on our extensive fender system planning and design experience to provide a sound basis for determining the most appropriate solution for these wharf upgrade projects. Our team will also check the existing bollards for the line loads from the new vessels using the OPTIMOOR mooring analysis program. This analysis will determine the mooring loads from the 50 ft draft vessels based on wind loads for various return periods and line configurations. Typically, the U.S. Coast Guard will direct ships to leave berth in storms and hurricanes, so it is not economic to design for all high wind events. This will be discussed with the Seaport and realistic design criteria will be established. Based on the analysis we will verify that the strengthened wharves are suitable for these loads.

3. Planning and phasing

   Each of the seven projects presents challenges to the design team, particularly since all seven areas are within terminals that will maintain waterside ship operations throughout the construction period. Our planning will be detailed with two purposes foremost in mind: to provide for an economical and cost-effective construction

plan and sequence, and for the uninterrupted continued operation of the terminals. The planning will consider not only the operation of the terminal from a cargo and operations flow perspective, but from the infrastructure perspective as well. Design will consider the power and other utilities that must remain fully capable to serve adjoining areas that will continue in operation. In some cases this means that major utility revisions must be considered early for the entire project to ensure that the greatest long term value is gained by any changes made necessary by the project. These projects must also be fully integrated with the designs for the backlands of the terminals, to ensure full integration of design, again leading to cost efficiencies.

Phasing will consider all impacts of the project, from waterside floating plant (derricks and barges) impacts to ship calls, to the impacts of mobilization and lay-down areas within the terminal areas.

4. Cost and Schedule

   For any alternative, relative construction cost and implementation schedule will be of particular concern. Chosen alternatives must be compatible with the Seaport's ability to finance the project and construction schedules must be compatible with the planned start of the harbor deepening project. It is important early in the process that the Seaport defines budgetary constraints for the purpose of helping define allowable construction scope; based on available or attainable funds, desired but non-essential project elements can either be included or removed from the scope.

5. Utilities Assessment and Design

   a. Crane Power Supply

      We understand some of the ship-to-shore cranes are cable powered. We will verify which cranes are cable powered and how the cables are routed. This will be important information when phasing construction to ensure that all cranes remain operation.

   b. Lighting and Backland Electrical

      Because the projects typically involve only a 200-ft wide strip behind the wharf face, lighting for the project will most likely only include the first row behind the back reach of the crane. It will be important to identify power sources to lights to allow safe waterfront operations without interruption during phased construction.

   c. Cathodic Protection

Based on the design life for the new structure, Team HDR will recommend a single solution for assessing project cost. Costs for sacrificial anodes or impressed current cathodic protection systems will be compared to sacrificial steel / maintenance costs and the Seaport will be consulted in determining the preferred solution. One method will be adopted and employed for all structures during Phase 2.

d. Consideration will be given to existing non-electrical utilities provided to the wharf face, only where directly impacted by the proposed construction. It is assumed that enhancement or improvement of existing utilities is beyond the scope of the current project, even though incorporation of such improvements during the construction may result in beneficial overall program savings.

c. Constructability and Support Services

Constructability is a proactive measure to provide a biddable and buildable project that can be achieved in an efficient manner without disruption to the Port and its tenants.

Constructability and support services will begin with the first design workshop. Team personnel will attend workshops and meetings to provide constructability input during formulation of concepts and will review the preferred design alternatives and provide input to mitigate potential construction issues.

d. Opinions of Cost and Schedule

Opinions of probable cost and construction schedules will be performed by our experience cost estimators and construction administrators, who are specialized in marine construction. Quantity take-offs will be calculated and used for the estimate at each phase. In Phase 1 our cost estimators will advise on comparative cost to help the engineers decide on the most cost effective solution and will provide opinions of construction cost and schedule for the preferred alternatives presented in the design report.

e. Deliverables

The deliverable for this task will be a Design Alternatives Report (DAR). The report will summarize the site conditions and evaluation of existing structures; reference the Design Basis; describe the initial alternatives and selection of the preferred alternatives; provide descriptive and comparative analysis of competing preferred alternatives based on common parameters to include but not limited to permittability, cost, schedule, tenant impact, and operational impact; include conceptual drawings; and summarize

opinions of cost and schedule. Draft deliverables for Seaport review will be provided as a 60% DAR and a 100% complete DAR.

f. Schedule

The preliminary engineering and completion of the 100% Design Alternatives Report will require approximately 20 weeks, exclusive of final port review. Actual completion date is contingent on completion of precedent site discovery and analysis as well as the design basis.

g. Independent Technical Review

Halcrow and HDR will share independent technical review responsibilities depending on the final negotiated split of the design tasks. In all instances, reviews will be performed by experienced senior technical staff, with experience related to the work that is not otherwise involved in the execution of the design.

8. Alternatives Design Selection & Value Engineering (Team HDR)

At the 60% DAR submittal, the Seaport and HDR will initiate the Seaport's Value Engineering process. The 60% DAR will be reviewed by Seaport Value Engineering professionals, and Team HDR will attend a single half-day Value Engineering workshop, at a mutually agreed date.

The results of the VE process will be reviewed and reconciled between the HDR Team and the Seaport. It is expected that, based on this discussion, a preferred alternative will be identified for furthering to completion as the recommended alternative for the 100% deliverable. Due to the partnering nature of this process, HDR presumes that an additional post deliverable presentation will not be required.

9. Environmental Investigation and Permittability (HDR / ADA)

a. Site Investigation

1. Kick-off Meeting and Site Visit – Environmental scientists will participate in the project kick-off meeting at the Seaport to discuss and evaluate the environmental elements of the project including Biscayne Bay estuary resources, project design concepts, construction processes, environmental agency and stakeholder issues, and permitting requirements and procedures. A site visit performed during this period will provide baseline information on existing wharf features which will be supplemented by review of scientific databases and other recently issued environmental permits in the area.
2. Interview Port Staff and Operations – Environmental scientists and engineers will discuss existing conditions and operations with Port

staff to understand and evaluate the types of environmental issues faced by the Seaport. These discussions will further develop the context of environmental issues and resources at the Port.

b. Preliminary Engineering

1. Environmental Permitting Feasibility – Environmental scientists will review and comment on the wharf strengthening concept plans as they are developed and as requested by the project engineers and the Seaport. Some issues that are raised may benefit from early coordination and discussion with environmental agencies to obtain information on practices, regulations and permitting procedures. All agency contacts will be summarized and recorded by memorandum and distributed to the project team and the Seaport.

2. The site environmental assessments including soil contamination sampling, water quality data, listed species sightings, and existing habitat types and quality will be reviewed and assessed to assist the engineering analysis being performed during this phase of the project. It is anticipated that much of this information will be available from previous and ongoing projects at the Seaport, and the effort to collect most of this data will be minimal.

3. Review Scope and Alternatives – Environmental scientists will review the project concept plans and proposed construction activities anticipated for each alternative with the project engineers and Seaport staff in order to understand all project features and the anticipated construction methods for each of the alternatives.

4. Identify Potential Hot-button Issues and Permit Requirements – Environmental scientists will evaluate and categorize each project concept for environmental effects, permitting constraints, and possible mitigation requirements, if any. The results of this review will be presented in narrative and tabular form for use by the Seaport and to support environmental agency discussions.

5. Initiate Pre-application Discussions – Environmental scientists will coordinate with the key environmental agencies involved in the permitting of the project including the Army Corps of Engineers in Miami, Florida Department of Environmental Protection in West Palm Beach, and Miami-Dade Department of Environmental Resources Management. Pre-application meetings will be conducted with these agencies to present the project objectives and concept plans developed at this stage in the analysis. It is anticipated that specific issues will be raised that require additional environmental and engineering analysis, and potential discussion with additional agencies such as the U.S. Fish and Wildlife Service and others. A summary of agency concerns and recommendations regarding permittability of each alternative will be provided to the design team and the Seaport.

6. HDR will assist the Seaport with identifying potential mitigation projects, and participate in the negotiation of the best mitigation solution.

7. Support Report Preparation – Environmental scientists will prepare written report elements for the overall engineering feasibility study to summarize existing environmental features and effects anticipated with the concepts developed by the project engineers and the Seaport. Potential construction protection measures and mitigation concepts will be presented, as necessary, based on the results of agency meetings. The bollard and fendering system is subject to permitting by DERM and will also need to be included as part of the permit submittal. As required and possible, a cost analysis of these environmental elements will be prepared for review.

II. ASSUMED BASIS OF PROPOSAL for PHASES 2 and 3

To quantify the fee and schedule for Phases 2 and 3 services, HDR has made a number of assumptions regarding the preferred alternative for design and the ensuing construction techniques and duration. These assumptions are based on limited knowledge of existing structural conditions and design, but reflect a very preliminary assessment of likely least-cost construction scenarios. Additional alternatives will be examined during Phase 1 and a preferred alternate will ultimately be recommended in partnership with the Port of Miami. Based on findings during Phase 1 and / or on Seaport budgetary constraints, actual conditions may vary or the preferred alternative change. If so, the engineering effort could similarly be more than assumed. HDR recommends that, following Phase 1, the Seaport and Team HDR review Phase 1 findings and the preferred alternative to determine what modifications, if any, are necessary to better align the Phase 2 and 3 services to the preferred design alternative.

As stated above, the assumed construction scenario is deemed the likely reasonable least-cost scenario to address deepening for all seven wharves. This does not imply that the assumed construction scenario will meet any pre-identified construction budget constraints indentified by the Seaport. It is the goal during Phases 1 and 2 to identify and align the Seaport's goals with performance criteria, site and operational constraints, and available construction funding.

Key assumptions, relevant to the fee and schedule proposed, include those described below. Refer to Appendix C for conceptual sketches for the different structures discussed.

1. Wharves VI and VII

- All construction will be performed waterside of the existing structure.

- It is assumed that construction will consist of a toe wall, consisting of drilled and socketed HZ king piling and AZ filler sheets. Predrilling will be required for driving the AZ sheet pile to adequate depth.

- The toe wall will be tied to the existing bulkhead wall by placement of a concrete cap at or near the mudline. No fill material will be required between the two structures.

- The existing sheet pile has sufficient section modulous that moments above the toe wall cap may be accommodated without additional strengthening. The new piling cut-off and cap elevation may be varied to extend the toe-wall to sufficient height to accommodate this assumption.

- Existing anchors may be re-used for close to their full design capacity; supplemental anchors will be drilled through the existing cap and will consist of pre-drilled rock anchors grouted into the limestone strata below (see Wharf 1 conceptual sketch for depiction of anchors). The existing cap is sufficient for new anchor loading and for future berthing and mooring loads.

- The fender line will have to be extended, by mounting brackets to the existing cap, to account for the toe-wall offset below.

- Existing mooring elements and fenders will be removed and re-used for the new wharf system.

2. ***Wharves II to V***

    - All construction will be performed waterside of the existing structure.

    - It is assumed that construction will consist of a full height waterside bulkhead, which will act in combination with the existing structure to provide necessary bending capacity. The new structure will provide additional embedment for wall stability and will solely provide required strength below the tips of the existing structure.

    - Construction will consist of drilled and socketed HZ king piling and AZ filler sheets. Predrilling will be required for driving the AZ sheet pile to adequate depth.

    - The new wall will be tied to the existing bulkhead wall by building out the existing cap to encapsulate the new sheet pile. Granular fill (self compacting gravel) will be placed between the two structures.

    - The system will consist of a single designed section and procedure, common to all structures. This system will conservatively be based on the most

conservative conclusions regarding remaining structural capacity and contribution for the four wharves.

- Existing anchors may be substantially re-used at all four walls – that is the tie back structures are located at a sufficient distance that they are minimally affected by the deepening; i.e., beyond the revised active wedge. Supplemental anchors will be drilled through the existing structure and be incorporated into the new cap. These will consist of pre-drilled rock anchors grouted into the limestone strata below (see Wharf 1 conceptual sketch for depiction of anchors).

- Existing mooring elements and fenders will be removed and re-used for the new wharf system.

3. *Wharf I*

- It is assumed that construction will consist of a full height waterside bulkhead, which will act independently of the existing structure. The new structure will provide sufficient embedment for wall stability and will solely provide required strength.

- Construction will consist of drilled and socketed HZ king piling and AZ filler sheets. Predrilling will be required for driving the AZ sheet pile to adequate depth.

- The existing substructure will be left in place. The superstructure will be removed as necessary to allow filling of the submerged lands beneath, but the remaining superstructure and piling beneath are sufficient for continuing in service for operational vertical live loading, once encapsulated in fill.

- Anchors will be drilled through the existing structure and be incorporated into the new cap. These will consist of pre-drilled rock anchors grouted into the limestone strata below.

- Existing mooring elements and fenders will be removed and re-used for the new wharf system.

4. ***General Design Assumptions and Considerations specific to the assumed scope***

- All structures will be evaluated for a single existing maximum vessel and a single future maximum vessel, common to all wharves.

- Mooring elements and fenders will be evaluated for future loading conditions, and the bulkhead structures will be designed for future vessels and provide additional anchor capacity as required. However, it is assumed that existing fenders and bollards will be re-used or replaced in-kind for this project. Design

documents will detail how the existing fendering system will be removed and then reattached to the new system. Analysis will be provided to assess adequacy of existing elements for future loading for the Port's own planning and reference; but actual design and detailing of new fenders and mooring elements are not included in this scope of work.

- Utilities, including drainage and electrical, will be addressed and considered only where existing services are disrupted by construction and require temporary relocation or other disturbance. It is assumed that existing services will be restored, but that no service upgrades are required for the project.
- It is assumed that the construction services can be procured under a single contract

III. DESIGN SERVICES

Services to be provided during Phase II, Design Services, include the following:

1. ***Detailed design of the selected alternative for each structure (Team HDR)***

   Based on the above assumptions outlined in the Basis of Proposal, Team HDR will perform the detailed design for seven wharf structures. All design will be in accordance with the Design Basis developed during Phase 1, and will be performed in industry accepted standards for structural performance (factors of safety for stability and stress) and serviceability.

   a. Independent Technical Review

      Halcrow and HDR will share independent technical review responsibilities depending on the final negotiated split of the design tasks. In all instances, reviews will be performed by experienced senior technical staff, with experience related to the work that is not otherwise involved in the execution of the design. Independent technical reviews will be performed before the 50% and 90% submittal dates.

   b. Opinions of Cost and Schedule

      Opinions of probable cost and construction schedules will be performed by our experience cost estimators and construction administrators, who are specialized in marine construction. Quantity take-offs will be calculated and used for the estimate for each deliverable.

   c. Preparation of Drawing and Specifications

      All drawings will be generated in conformance with a single, defined standard (HDR standard) using AutoCad of the most recent edition common to the Prime and all Subconsultants.

Technical specifications will be based on the MasterSpec format, and will include technical requirements for performance of the work described in the drawings. Specifications will be tailored to meet the specific requirements of the project.

Team HDR will support the Seaport in generating a lump sum bidform to include itemized line items for higher risk work for which contractor pricing should be evaluated during bid review. Beyond the bidform work, it is assumed that all general and special conditions of the contract will be provided by the Seaport. HDR will provide a "Summary of Work" technical specification that will define the scope of work, and special site and project specific working requirements to which the contractor must adhere.

d. Deliverables

1. 50% Design Deliverable for Review

   a. 50% drawings to include substantially detailed drawings sufficient for providing a 50% estimate of probable cost. Typically at this stage, the size of primary structural elements is identified, as are major phasing and site grading, utilities, drainage, and typical details. Structural reinforcing and connections may not be included, as may not be special details related to the site work and utilities.

   b. Draft Specifications for review.

   c. 50% opinion of cost and construction schedule – typically to a 20% level of contingency.

   d. HDR will continue working through the review period, but will respond to or incorporate all comments received by the specified date (two weeks following submittal unless otherwise agreed in writing).

2. 90% Design Deliverable for Review

   a. 90% drawings are considered substantially complete pending review comments or finalization of atypical details. The drawings will be sufficient for providing a 90% estimate of probable cost.

   b. Specifications substantially complete pending final review comments.

   c. 90% opinion of cost and construction schedule – typically to a 10% level of contingency.

   d. HDR will respond to or incorporate all comments received by the specified date (two weeks following submittal unless otherwise agreed in writing)

3. 100% Design Deliverable for Review

a. 100% drawings marked "Issue for Bid."

b. 100% technical specifications marked "issue for Bid."

c. 100% opinions of cost and construction, to 10% contingency amount.

d. Bid form

e. Schedule

Phase 2, Detailed Design, will be completed, through delivery of bid documents in approximately 21 weeks.

2. ***Application for permits, coordination with regulatory agencies, and addressing comments (HDR / ADA)***

Team HDR environmental scientists and engineers will use information obtained during the Phase 1 permitting feasibility and agency pre-application meetings to prepare permit applications for environmental and building permits:

a. Environmental Permits

The permit application preparation will be initiated based on the design plan selected by the Seaport at the end of Phase 1 services.

1. Class I Permit application for the Miami-Dade Department of Environmental Resources Management,

2. Environmental Resource Permit application for the Florida Department of Environmental Protection and Army Corps of Engineers.

Team HDR will include the following information in the permit applications:

- Application forms (with applicant and P.E. signatures)
- Environmental assessment, impact, mitigation, and construction narrative
- Project location and key maps
- Aerial images and site photographs
- Wharf design drawings (plans, cross-sections, profiles)
- Dredge and fill areas and quantities
- Bottom sampling and analysis results

- Construction methods and environmental protection description
- Compliance monitoring standards

Commenting agencies including the U.S. Fish and Wildlife Service, U.S. Environmental Protection Agency, U.S. Coast Guard, National Marine Fisheries Service, Florida Fish and Wildlife Conservation Commission, South Florida Water Management District, and other local government agencies and stakeholders may comment on the project. Team HDR will evaluate and prepare responses to these questions and concerns as necessary within the proposed schedule and fee, exclusive of any additional assessments and surveys requested.

b. Building Permits

Team HDR will prepare the permit application for a Building permit from the Miami-Dade County Building Department. The permit application preparation will be initiated based on the design plan selected by the Seaport at the end of Phase 1 services and contained in the 90% design drawings and specifications.

Team HDR will include the following information in the permit application:

- Application forms (with applicant and P.E. signatures)
- Narrative with environmental description, construction design and methods, and environmental protection measures
- Location and key maps with aerial photographs
- Drawings with plan, section, and profile views
- Attachment of 90% design plans

Upfront fees as well as Permit Review fees are anticipated at the time of permit application submittal. Said fees will be paid for by the Port of Miami. The typical review period for a submittal will be 30-45 days and at least 3 submittals have been accounted for under this scope and fee proposal.

Preparation of the permit applications will begin following the pre-application meetings and finalized with approval of the 90% design drawings by the POM.

It is assumed that there will be a pre-submittal meeting required with the Miami-Dade Building Department.

c. Permit Submittal, Coordination, and Issue Resolution

The applications will be submitted to the identified agencies and Team HDR will coordinate with their staff during the review and prepare responses to Requests for Additional Information. The agencies are expected to have two rounds of comments and questions during 30-day review periods, but up to three rounds of comments are provided for as in the proposed fee and schedule, exclusive of any additional soil or sediment testing or other environmental surveys necessary to complete agency application reviews.

An environmental scientist and/or engineer will participate in the weekly and monthly meetings as scheduled and requested by the Seaport. These meetings between the HDR Team and the Seaport will be used to update and discuss outstanding issues raised by the agencies throughout the permit application review process. The environmental scientists will inform and take direction from the Seaport and the overall team as necessary. A maximum of six such meetings have been assumed for the basis of the proposed fee.

Team HDR will coordinate and meet with the involved agencies and other commenting agencies and stakeholders to facilitate the review of the permit application information. This process is expected to require from four to eight months depending on the agency and extent of issues raised. The environmental and engineering staff will support and supplement the permit application information to address the issues.

Following permit application completion, Team HDR will negotiate with the agencies, in cooperation with the Seaport, to settle permit special conditions including environmental protection measures, endangered species monitoring, spoil deposition practices, if any, and project construction notices and compliance monitoring reports, as required.

d. Exclusions

1. Additional soil or sediment testing or other environmental surveys necessary to complete agency application reviews are not expected and not part of this scope of work. If required by the agencies and approved by the Seaport, Team HDR will perform this work for a scope and fee to be determined.

2. The permit applications prepared by Team HDR will be based on the design alternative selected by the Seaport. All drawings, figures, and calculations will be derived from the selected design plans. Any changes by the Seaport during the preparation or agency review of the permit applications will be subject to an additional scope and fee to be determined to the mutual satisfaction of both parties (Team HDR and the Seaport).

3. The environmental permitting timeline is reasonably expected to have a four- to nine-month duration and include up to three rounds of comments. Any application review that extends beyond nine months and/or has more than three rounds of comments, and is not

the cause of any omission or neglect of Team HDR will be subject to an additional scope and fee to be determined, to the mutual satisfaction of both parties.

4. One environmental permit for each agency is anticipated for this project based on the current design and schedule. If circumstances arise wherein the agency permitting schedule becomes staggered or sequential, or more than one permit is required from any agency, this will be subject to an additional scope and fee to be determined, to the mutual satisfaction of both parties.

5. The USFWS and FFWCC are expected to require standard construction protection measures for the listed species that are commonly found in Seaport waters. If additional wildlife surveys or scientific data analysis is required for the permit application review by these commenting agencies, this will be subject to an additional scope and fee to be determined, to the mutual satisfaction of both parties.

6. All permit application fees will be paid by the Seaport.

IV. POST DESIGN SERVICES

Post Design Services, include the following:

1. Bid Support (HDR / HALCROW / ADA)

a. Attend pre-bid conference and site visit. The HDR PM will attend as well as one additional representative from HDR plus one representative each from Halcrow and ADA.

b. HDR will assist the County in responding to requests for information (RFIs) received from prospective contractors, suppliers and vendors. HDR will provide a formal response to RFIs provided through the County's staff. Every effort will be made to provide a response within one (1) working day, unless there are circumstances beyond HDR's control that require a delay in a final response.

c. Amend bid package to address technical issues or questions. A single revised amendment package will be provided for drawings and specifications to be used as a conformance set.

d. Evaluate bids and provide analysis of results.

2. Construction Administration (HDR / HALCROW / ADA)

a. Attend progress meetings or project meetings, as requested. It is assumed that the Project Manager or Senior Engineer will attend the progress and scheduling update meeting once per month during construction, with the Project Manager on site at least once per quarter, and a representative from Halcrow will attend the kickoff meeting.

b. Respond to technical RFI's, review of shop drawings, claims, substitutions, change orders, contract schedule, schedule of values, and as-built drawings. It is assumed that this will require 416 hours total by Team HDR.

c. As required, technical staff will provide on-site representation for key construction events or to evaluate unexpected issues during construction. It is assumed six trips by an appropriate technical professional necessary for travel for expertise provided from out-of-town staff.

d. Project close-out.

   1. Attend site walkthrough.
   2. Provide punch list.
   3. Review Contractor's As-builts.

   This will include a minimal effort by Team HDR, including 80 hours from Team HDR.

3. On-site observation

HDR recommends that the designing firm be enlisted to provide daily construction observation, due to the need for on-site representation for the Owner by personnel well versed and experience in the types of work to be completed, as well as in identifying potential site problems that may be encountered due to the construction techniques employed and site conditions encountered. Resident inspection is not included in the current scope, however regular weekly site visits will be provided by local Team HDR staff to assess progress and to verify that construction procedures are in conformance with the requirements of the Contract Documents. It is assumed that 8 hours per month for a local HDR Engineer, and 40 hours per month for an engineer from ADA.

OWNER'S RESPONSIBILITIES

It is assumed that Miami Dade Seaport Department will provide the following information or services.

- Provide, in electronic media (AutoCAD if available) known extents of the existing maintained federal channel, including soundings and plans for the proposed deepening extents of the channel and berths. Provide updates as necessary, as the deepening project develops.
- Provide, in electronic media (AutoCAD if available) pertinent boundary survey information, tenant or utility easements, planning and usage documents, tenant lease descriptions, and submerged land leases, etc. which could impact project designs.
- Following the kick-off meeting, the Seaport will facilitate an on-site walkthrough of the project area. In addition to the Seaport's Project Manager, The Seaport will also provide operations and facility staff to accompany the walkthrough to identify issues and to answer Team HDR questions.

- It is assumed that, for the kickoff walkthrough, security clearance for taking site photographs will be provided. It is further assumed that site access will not require security badges; or that if badges are required, that the Seaport will notify HDR of security requirements a minimum of six weeks prior to the scheduled site visit.
- Provide, at the kickoff meeting, in digital, reproducible format, all pertinent and necessary as-built structural and civil plans, including subsequent repair projects, for the wharves in consideration. Provide detailed and comprehensive utilities drawings. Where available, provide original AutoCAD formatted files.
- The Seaport will provide documentation of all known site contamination, including prior testing, monitoring, and evaluation documents as necessary to support the environmental and permitting effort.
- The Seaport will facilitate interviews with all necessary operations staff, including the harbor-master and facilities director in order to determine operational requirements, crane travel and power requirements, berthing locations and arrangements, limitations to construction working hours or schedule, vessel type, frequency, and duration, berthing practices, maintenance problems, etc.. If necessary, IT staff and or security operations staff interviews will also be coordinated by the Seaport to address issues impacted by the work.
- The Seaport will provide all necessary deliverable reviews and comments in accordance with the proposed scope and schedule. Additional reviews, at the request of the Seaport, will require adjustment to both schedule and fee. Timely response by the Seaport will be required to meet the proposed schedule. Overruns to schedule due to late receipt of critical path Seaport reviews are beyond HDR's control; and the Seaport shall not seek contractual remedy for such overruns. Unless noted otherwise, it is assumed that all responses to Team HDR will be provided by two weeks from the submittal date. Comments received beyond the agreed deadline may result in unreasonable re-work and would be subject to a mutually acceptable supplement for additional services.
- Seaport reviews and comments are to be provided for the following submittals:
    - Design Basis
    - 60% and 100% Design Alternatives
    - 50% and 90% Detailed Design
    - Other informational requests or decision points identified by Team HDR as critical to the advancement of the project.
- The Seaport will coordinate with internal reviewers and provide a single, compiled and edited response for all deliverable reviews. Comments should be edited for contradiction and content through internal coordination and review prior to issuance to Team HDR.
- The Seaport will coordinate and facilitate the value engineering workshop following receipt and review of the 60% Alternatives Design deliverable. The value engineering workshop will be a

partnering effort to discuss value enhancing opportunities for the project and to select a preliminary preferred alternative for further development as the recommendation for the 100% deliverable.

ASSUMPTIONS / LIMITATIONS

In developing the scope and fee proposal a number of assumptions and limitations were identified. Due to the number of current unknowns regarding available information and site conditions, these assumptions and limitations are necessary in order to qualify the proposed fee and to identify and eliminate contingency from the fee amount. The individual detailed tasks and subconsultant scope descriptions provided in the *Scope and Deliverables* section of this document provide a number of the task specific assumptions and limitations reflected in the proposed fee. For convenience a number of more important issues are also reiterated below, though their listing here does not preclude consideration for other items discussed elsewhere and not restated below. Additional general items are also included herein.

- It is assumed that all permit fees will be paid by the Seaport.
- It may be necessary, based on Phase 1 findings, to perform additional subsurface utility surveys, to include soft dig; utility designations; sampling and testing; or geotechnical investigations to verify conditions or to fill gaps in existing data. Allowance for such needs has been omitted from the Phase 1 and 2 scope of work due to unknown quality and thoroughness of existing records and accessibility to utilities. It is assumed that, if such data is required, the work would be negotiated, to the satisfaction of both parties (Team HDR and the Seaport), for inclusion as a supplement to the original scope and fee.
- The fee estimate provides for consideration of two design vessels as will be identified and agreed to by the Seaport. It is anticipated that one interim maximum vessel and one post construction ultimate vessel will be evaluated for berthing and mooring forces. Consideration of additional design vessels would increase the level of effort beyond that considered for the proposed fee.
- Modification to or new aids to navigation (ATON) required of the owner by the USCG are not included in the scope.
- Design of mitigation requirements necessary for permit approval has not been included in the present scope. The need for mitigation will be identified, based on alternatives considered and agency review. If required, it is assumed that design services would be negotiated for inclusion as a supplement to the original scope and fee, to the satisfaction of both parties.
- An allowance has been provided for environmental sampling and testing for the purpose of the fee proposal. It might be necessary to negotiate additional services, to the mutual agreement of both parties, following review of initial findings and interviews with regulatory agencies.
- It is assumed that the Seaport can provide sufficient site, utilities, drainage, and geotechnical information to supplement the proposed investigation services to a level necessary for generating reasonable conclusions and for guiding decision-making. Additional work needed to

gather any additional information and / or re-design based on unknown or unprovided conditions would impact the effort and may require additional services to be negotiated to the mutual agreement of both parties.

- Security requirements, if any, will be determined during a scoping meeting with the Seaport security staff. No provision for security services or design has been included in the proposed scope and fee.
- The Professional Service Agreement provides a clause stating that the Seaport Department Director or his/her designee reserves the right to guarantee the accuracy of information provided by the County to the Consultant and to preclude payment for independent verification, by the Consultant, when said clause is invoked. Invocation of this clause could potentially unduly burden the Consultant should conditions warrant additional due diligence investigation by the responsible engineer. If the clause is to be invoked by the Seaport, then the Seaport agrees to accept all responsibility for subsequent claims, damages, and consequential damages directly attributed to erroneous information certified as accurate by the Seaport.
- HDR policy provides that a minimum of two HDR employees attend key scoping and discovery meetings. For the purpose of the scope it is assumed that a senior engineer and the project manager will attend; actual personnel may vary based on topic, schedule and potential conflict, though every effort will be maintained to provide staff continuity throughout the project.
- The fee proposed herein, is based on the assumption of continuous and uninterrupted performance and completion of on-site work during normal daily working hours with no standby time. Team HDR understands that port operations must be maintained and that prosecution of the work may require non-standard working hours or interruptions. Presentation of the enclosed fee proposal does not imply a guarantee that a design will be identified that satisfies all of the Seaport's goals for all seven wharves, for any specified construction budgetary cost. Team HDR will identify solutions deemed as the most feasible for satisfying a number of performance criteria, with cost control being a primary concern. HDR will work directly with the Seaport to identify and refine goals and performance criteria and to align with available construction funding.
- Test pits are requested for the project to verify existing anchor tie conditions. This work will be directed by ADA, and is shown as a direct expense to the total budget in their manhour estimate.
- It is our understanding that this contract is for the design and construction of the bulkhead and anchor systems only. Although careful consideration will be given to crane loading and crane rail beams, the design and construction of crane rail beams and foundations are not included in this scope.
- It is understood that all dredging will be performed under separate construction contracts separate from the strengthening work. No allowance has been provided in the proposed fee for dredging design or for supporting dredged material management consideration.

- We recognize that the Port of Miami is an operating port and therefore our field activities may conflict with port operations. We will make every effort to optimize our activities in the field around port operations, and will coordinate our efforts with the Port of Miami. We recognize the importance of safety of our staff and subconsultants, and, for example, underwater work cannot be performed on berths occupied by vessels, and topside work cannot be performed adjacent to operating cranes or yard equipment. If deemed necessary to stand down, standby time is not included in our fees.

FEE & SCHEDULE

HDR proposes to provide all described services for the Lump Sum amount of **$2,272,728.00** as described in Appendix A. Detailed man-hour estimate backups are provided in Appendix D.

Appendix B provides an estimated schedule to complete all three project phases.

The task durations in this schedule will be maintained unless approved in writing by the Seaport Department. The Task durations will be as set forth in this schedule. The actual start dates for each task will be determined upon issuance of Notice To Proceed and incorporated into a master project schedule.

In regards to the schedule, the Gant Chart contained in Exhibit B will take precedence in determining the delivery and milestone dates, except for duration of tasks that are extended beyond HDR's control.

CONCLUSION

HDR greatly appreciates the Miami Dade Seaport Department's consideration in requesting the attached proposal and for the opportunity for teaming on such a critical project. Our goal is to provide the Seaport with maximum value for our services based not only on fee and quality, but through our corporate commitment to identifying and providing value-added services. Specific to this project, HDR is cognizant of the Seaport's schedule constraint and need for economical solutions, and will seek opportunities for optimizing designs to address both needs. We look forward to discussing this proposal in detail at the Seaport's convenience.

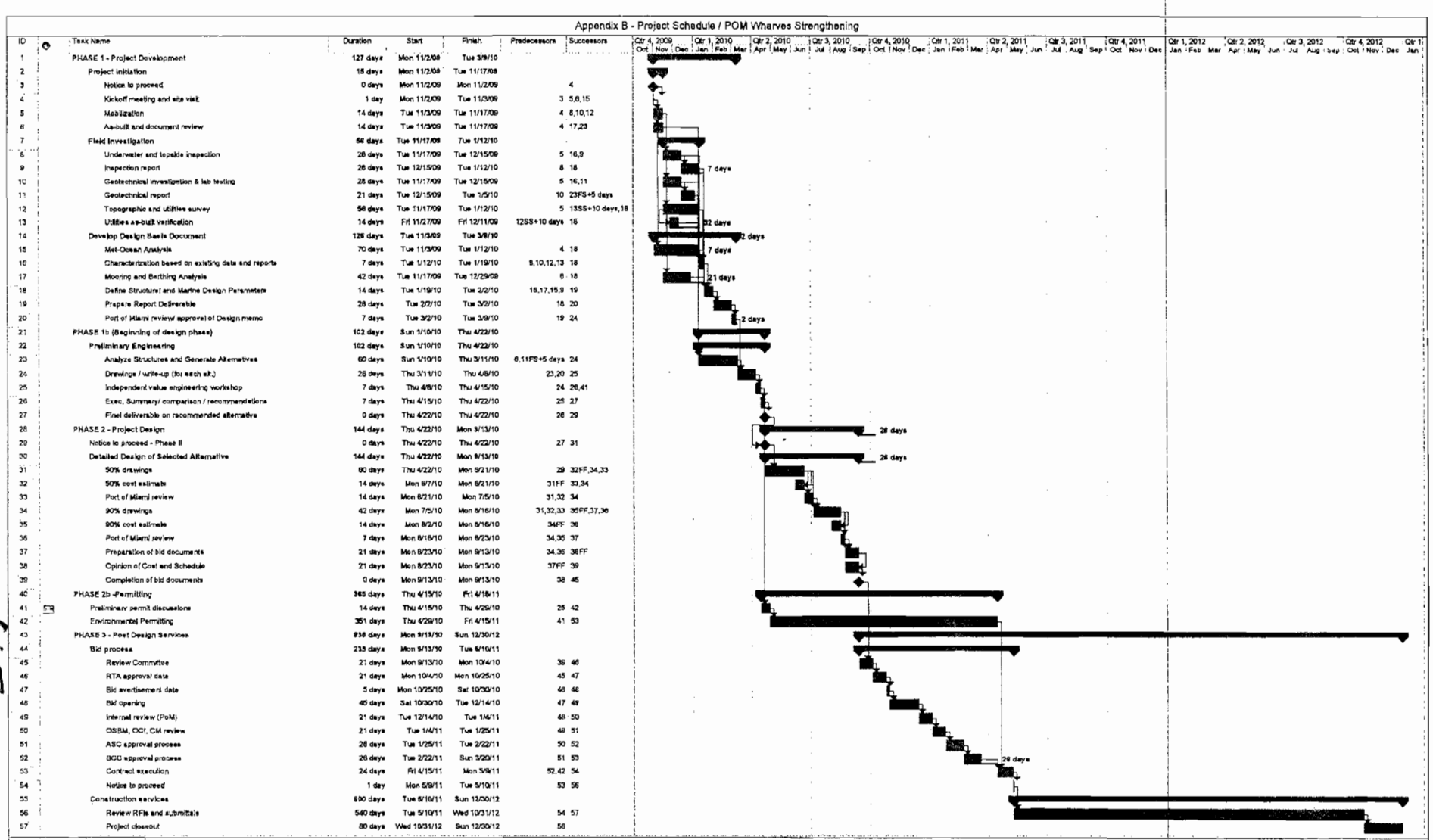
APPENDIX A
SUMMARY FEE BREAKDOWN

Final 8/30/09

	Lead	Total	HDR	Halcrow	Mactec	ADA
PHASE 1 - DESIGN DEVELOPMENT						
1 Project Management / Controls	HDR Primary	$64,177.72	$64,177.72			
2 Kickoff Meeting and Site Visit	All	$20,512.28	$10,509.84	$5,963.76		$4,038.68
3 Site Topographic and Hydrographic Surveys						
Topographic Survey	MACTEC	$50,687.37	$2,720.25		$47,967.12	
Hydrographic Survey	MACTEC	$19,570.10			$19,570.10	
Utilities location and survey	ADA	$12,260.70				$12,260.70
4 Geotechnical Investigation	MACTEC	$114,795.25	$2,720.25		$112,075.00	
5 Topside and underwater inspection & Structural Evaluation						
Topside and Underwater Inspection	Halcrow	$108,130.00	$8,446.00	$99,684.00		
Existing Structure Evaluation / Report & I.R.	Halcrow	$59,172.56	$2,492.00	$56,680.56		
Discovery Interviews / Document Research /	HDR	$19,891.68	$19,891.68			
Test Pits and Inspection of Structural Tiebacks	ADA	$78,500.00				$78,500.00
6 *Design Basis*						
Met-Ocean Study and Site Classification	HDR	$39,175.92	$39,175.92			
Mooring and Berthing Studies	HDR	$19,100.50	$19,100.50			
Report Preparation / Review	HDR	$19,148.60	$19,148.60			
Independent Review	Halcrow	$11,866.08		$11,866.08		
7 Preliminary Engineering						
Analyze Structure and Generate Alternatives	HDR / Halcrow	$57,788.36	$25,407.00	$32,381.36		
Generate an Alternatives Design Deliverable						
Marine Structures & Evaluation	HDR / Halcrow	$42,393.12	$31,354.44	$11,038.68		
Civil / Utilities / Drainage Design	ADA	$34,577.75				$34,577.75
Opinion of Cost / schedule(each alt.)	Halcrow	$11,038.68		$11,038.68		
Report Preparation	HDR	$11,573.00	$11,573.00			
Independent Review	Halcrow	$24,957.36		$24,957.36		
8 Attend Presentation / Selection Meeting /VE process	HDR / Halcrow	$21,234.40	$12,195.72	$5,000.00		$4,038.68
9 Environmental / Permit						
sampling / testing	Mactec	$9,774.63			$9,774.63	
Pre- application and report support	HDR / ADA	$53,278.80	$34,542.00			$18,736.80
Expenses		$63,607.00	$23,400.00	$31,707.00	$8,500.00	
SUBTOTAL - PHASE 1		**$967,211.86**	**$326,854.92**	**$290,317.48**	**$197,886.85**	**$152,152.61**
	Percentage toal	43%	34%	30%	20%	16%
PHASE 2 - DESIGN SERVICES (Based on Specific Design Assumptions from Scope of Services)						
1 Detailed Design						
Detailed Design of Selected Alternatives	HDR / Halcrow	$276,275.52	$123,887.00	$71,895.20	$25,580.00	$54,913.32
Construction Drawings and Specifications (4 deliverables - 30/60/90/100)	HDR / Halcrow	$380,192.40	$117,728.96	$181,631.44		$80,832.00
Opinion of Cost and Schedule (4 deliverables - 30/60/90/100)	Halcrow	$85,753.60		$85,753.60		
2 Secure Permits	HDR / ADA	$134,014.98	$76,722.00			$57,292.98
Project Management	HDR	$90,542.48	$90,542.48			
Expenses		$25,682.94	$21,075.44	$2,500.00	$1,107.50	$1,000.00
SUBTOTAL - PHASE 2		**$992,461.92**	**$429,955.88**	**$341,780.24**	**$26,687.50**	**$194,038.30**
	Percentage total	44%	43%	34%	3%	20%
PHASE 3- Post Design Services (Scope to be determined based design & construction schedule)						
1 Bid Support	All	$49,356.48	$35,653.44	$6,480.00		$7,223.04
2 Construction Administration	All	$214,657.68	$95,659.50	$25,033.68		$93,964.50
3 Project Closeout	HDR / ADA	$10,772.46	$6,881.64			$3,890.82
Project Mgmnt	HDR	$30,110.10	$30,110.10			
Expenses		$8,157.50	$5,157.50	$1,000.00		$2,000.00
SUBTOTAL - PHASE 3		$313,054.22	$173,462.18	$32,513.68	$0.00	$107,078.36
	Percentage total	14%	55%	10%	0%	34%
TOTAL - PROJECT		**$2,272,728.00**	$930,272.98	$664,611.40	$224,574.35	$453,269.27
	Percentage total		41%	29%	10%	20%

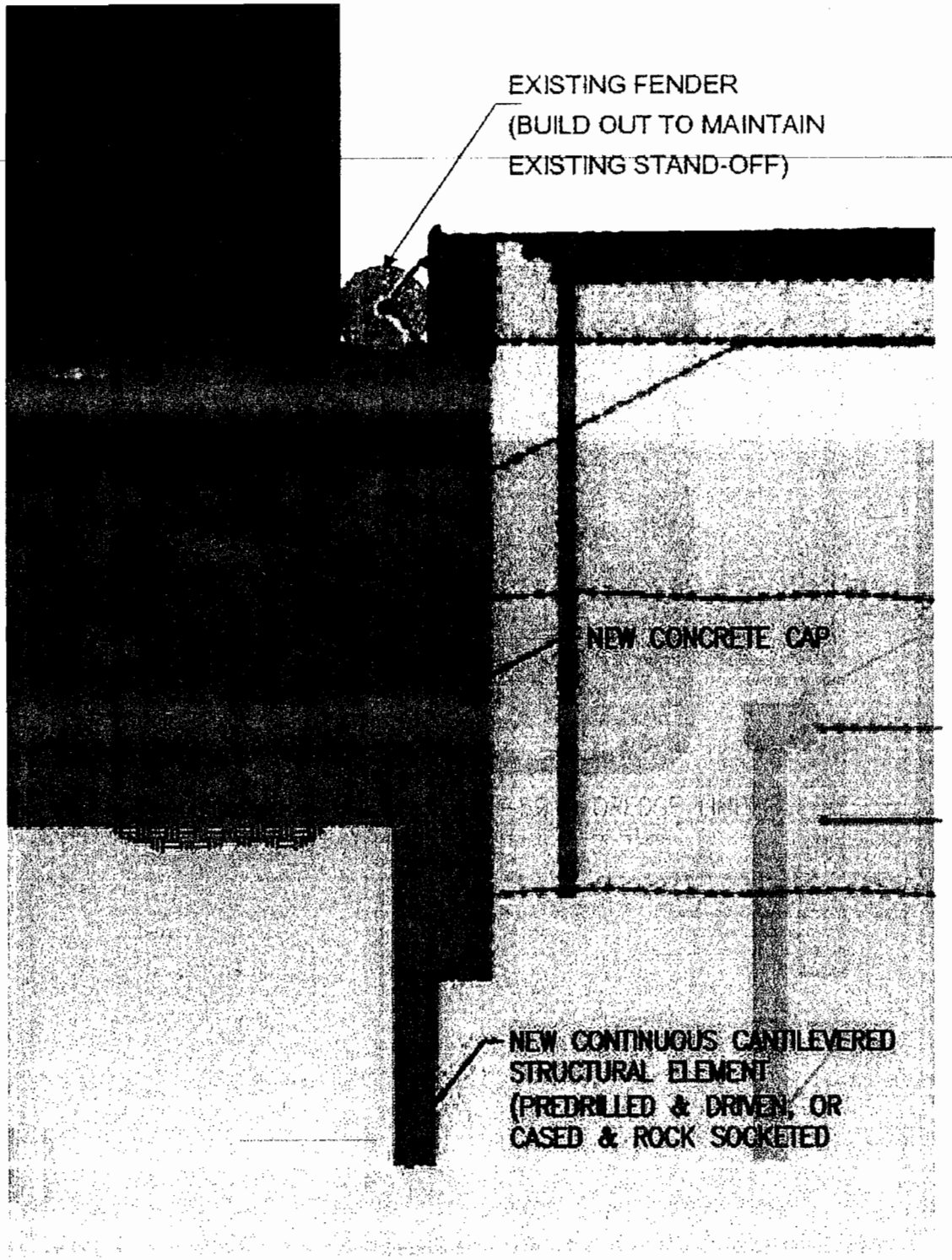
Appendix B - Project Schedule / POM Wharves Strengthening

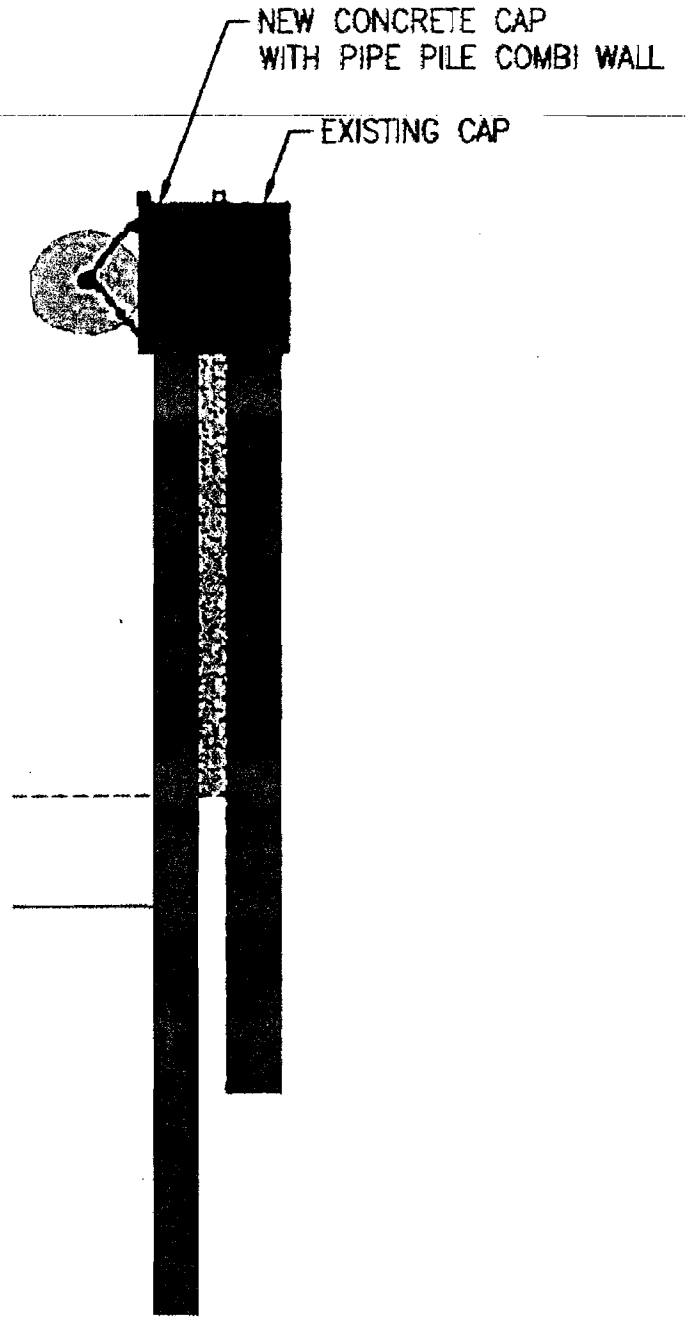
ID	Task Name	Duration	Start	Finish	Predecessors	Successors
1	PHASE 1 - Project Development	127 days	Mon 11/2/09	Tue 3/9/10		
2	Project initiation	15 days	Mon 11/2/09	Tue 11/17/09		
3	Notice to proceed	0 days	Mon 11/2/09	Mon 11/2/09		4
4	Kickoff meeting and site visit	1 day	Mon 11/2/09	Tue 11/3/09	3	5,6,15
5	Mobilization	14 days	Tue 11/3/09	Tue 11/17/09	4	8,10,12
6	As-built and document review	14 days	Tue 11/3/09	Tue 11/17/09	4	17,23
7	Field Investigation	56 days	Tue 11/17/09	Tue 1/12/10		
8	Underwater and topside inspection	28 days	Tue 11/17/09	Tue 12/15/09	5	16,9
9	Inspection report	28 days	Tue 12/15/09	Tue 1/12/10	8	18
10	Geotechnical investigation & lab testing	28 days	Tue 11/17/09	Tue 12/15/09	5	16,11
11	Geotechnical report	21 days	Tue 12/15/09	Tue 1/5/10	10	23FS+5 days
12	Topographic and utilities survey	56 days	Tue 11/17/09	Tue 1/12/10	5	13SS+10 days,18
13	Utilities as-built verification	14 days	Fri 11/27/09	Fri 12/11/09	12SS+10 days	16
14	Develop Design Basis Document	125 days	Tue 11/3/09	Tue 3/9/10		
15	Met-Ocean Analysis	70 days	Tue 11/3/09	Tue 1/12/10	4	18
16	Characterization based on existing data and reports	7 days	Tue 1/12/10	Tue 1/19/10	8,10,12,13	18
17	Mooring and Berthing Analysis	42 days	Tue 11/17/09	Tue 12/29/09	6	18
18	Define Structural and Marine Design Parameters	14 days	Tue 1/19/10	Tue 2/2/10	16,17,15,9	19
19	Prepare Report Deliverable	28 days	Tue 2/2/10	Tue 3/2/10	18	20
20	Port of Miami review/ approval of Design memo	7 days	Tue 3/2/10	Tue 3/9/10	19	24
21	PHASE 1b (Beginning of design phase)	102 days	Sun 1/10/10	Thu 4/22/10		
22	Preliminary Engineering	102 days	Sun 1/10/10	Thu 4/22/10		
23	Analyze Structures and Generate Alternatives	60 days	Sun 1/10/10	Thu 3/11/10	6,11FS+5 days	24
24	Drawings / write-up (for each alt.)	28 days	Thu 3/11/10	Thu 4/8/10	23,20	25
25	Independent value engineering workshop	7 days	Thu 4/8/10	Thu 4/15/10	24	26,41
26	Exec. Summary/ comparison / recommendations	7 days	Thu 4/15/10	Thu 4/22/10	25	27
27	Final deliverable on recommended alternative	0 days	Thu 4/22/10	Thu 4/22/10	26	29
28	PHASE 2 - Project Design	144 days	Thu 4/22/10	Mon 9/13/10		
29	Notice to proceed - Phase II	0 days	Thu 4/22/10	Thu 4/22/10	27	31
30	Detailed Design of Selected Alternative	144 days	Thu 4/22/10	Mon 9/13/10		
31	50% drawings	90 days	Thu 4/22/10	Mon 8/23/10	29	32FF,34,33
32	50% cost estimate	14 days	Mon 8/7/10	Mon 8/23/10	31FF	33,34
33	Port of Miami review	14 days	Mon 8/23/10	Mon 9/6/10	31,32	34
34	90% drawings	42 days	Mon 7/5/10	Mon 8/16/10	31,32,33	35FF,37,36
35	90% cost estimate	14 days	Mon 8/2/10	Mon 8/16/10	34FF	36
36	Port of Miami review	7 days	Mon 8/16/10	Mon 8/23/10	34,35	37
37	Preparation of bid documents	21 days	Mon 8/23/10	Mon 9/13/10	34,36	38FF
38	Opinion of Cost and Schedule	21 days	Mon 8/23/10	Mon 9/13/10	37FF	39
39	Completion of bid documents	0 days	Mon 9/13/10	Mon 9/13/10	38	45
40	PHASE 2b -Permitting	365 days	Thu 4/15/10	Fri 4/15/11		
41	Preliminary permit discussions	14 days	Thu 4/15/10	Thu 4/29/10	25	42
42	Environmental Permitting	351 days	Thu 4/29/10	Fri 4/15/11	41	53
43	PHASE 3 - Post Design Services	838 days	Mon 9/13/10	Sun 12/30/12		
44	Bid process	233 days	Mon 9/13/10	Tue 6/19/11		
45	Review Committee	21 days	Mon 9/13/10	Mon 10/4/10	39	46
46	RTA approval date	21 days	Mon 10/4/10	Mon 10/25/10	45	47
47	Bid advertisement date	5 days	Mon 10/25/10	Sat 10/30/10	46	48
48	Bid opening	45 days	Sat 10/30/10	Tue 12/14/10	47	49
49	Internal review (PoM)	21 days	Tue 12/14/10	Tue 1/4/11	48	50
50	OSBM, OCI, CM review	21 days	Tue 1/4/11	Tue 1/25/11	49	51
51	ASC approval process	28 days	Tue 1/25/11	Tue 2/22/11	50	52
52	BCC approval process	28 days	Tue 2/22/11	Sun 3/20/11	51	53
53	Contract execution	24 days	Fri 4/15/11	Mon 5/9/11	52,42	54
54	Notice to proceed	1 day	Mon 5/9/11	Tue 5/10/11	53	56
55	Construction services	600 days	Tue 5/10/11	Sun 12/30/12		
56	Review RFIs and submittals	540 days	Tue 5/10/11	Wed 10/31/12	54	57
57	Project closeout	60 days	Wed 10/31/12	Sun 12/30/12	56	



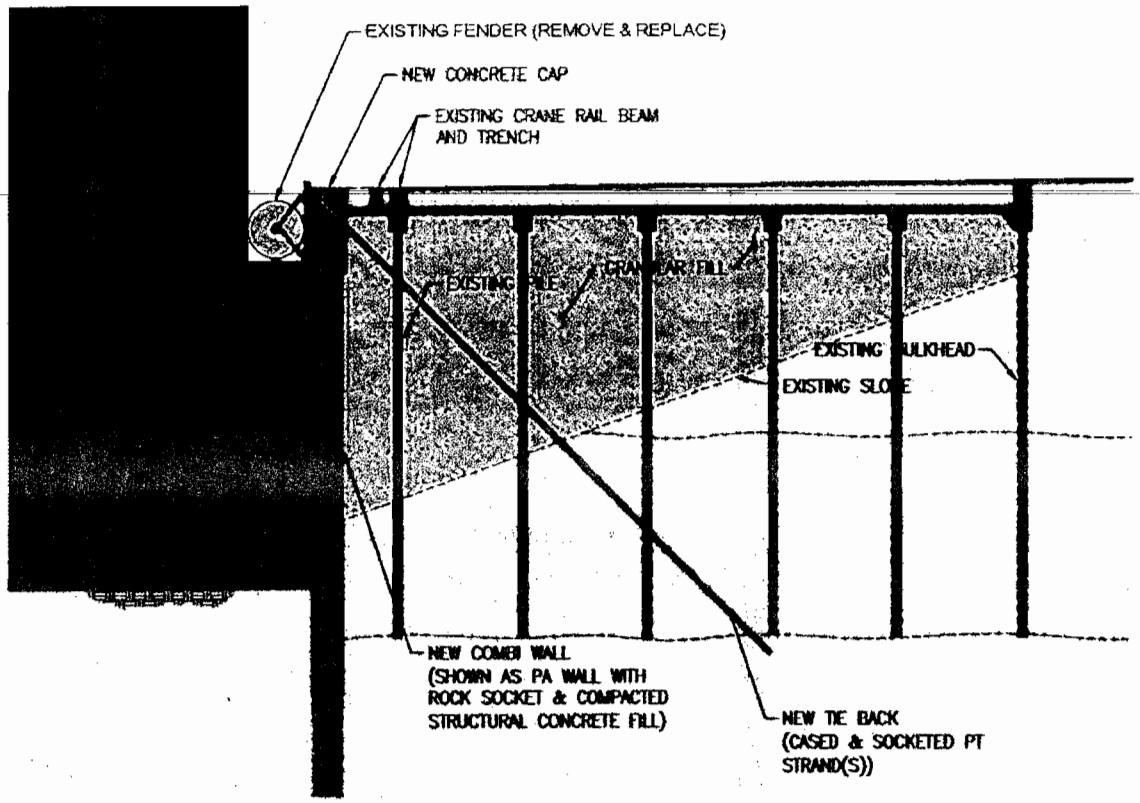
Project: Port of Miami rev. 8-27-09
Date: Thu 8/27/09

Critical | Split | Slack | Project Summary | External Tasks
Critical Split | Progress | Slippage | Rolled Up Critical | External Milestone
Task | Milestone | Summary | Rolled Up Critical Split | Deadline


EXISTING FENDER
(BUILD OUT TO MAINTAIN
EXISTING STAND-OFF)
NEW CONCRETE CAP
NEW CONTINUOUS CANTILEVERED
STRUCTURAL ELEMENT
(PREDRILLED & DRIVEN, OR
CASED & ROCK SOCKETED



ALTERNATE SECTION



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APPENDIX D - MANHOUR AND FEE ESTIMATE - PHASE 1
HDR ENGINEERING (MARINE STRUCTURES & PM)

	Principal (Chuck Sinclair)	Project Manager (Wes Dorich)	P&H National Director (Jeff Massengill)	Marine Struct. lead Engineer (Doug Hearn or equiv.)	Marine Struct. Senior Engineer (Will Bohlen or equiv.)	Marine/Struct. Engineer (Varun Gulati or equiv.)	Struct. Engineer (local) (John Horelski)	Structural Engineer (local) (Yelena Tyszyayeva)	Coastal Project Manager (Dan Hellmann)	Coastal Technical Lead Engr (J. Houska)	Coastal Sr. Engineer (ROB or equiv.)	Coastal Engr. (LMA or Equiv.)	Designer	Cadd Operator	Clerical / Secretary	SUBTOTAL
MH Rate (Salary)	91.35	84.85	97.00	82.10	67.70	36.71	80.10	56.36	49.93	73.08	37.86	30.70	30.76	28.00	28.00	
Overhead + Profit Multiplier	2.85	2.85	2.85	2.85	2.85	2.85	2.85	2.85	2.85	2.85	2.85	2.85	2.85	2.85	2.85	
Capped Billing Rate	140.00	155.75	180.00	180.00	164.46	101.77	171.29	100.75	142.30	180.00	107.87	87.50	87.72	74.10	74.10	
PHASE 1 - DESIGN DEVELOPMENT																
1 Project Management																
Establish project controls, management schedule, project guide, QC guide, and internal filing	8.0	56.0	8.0						8.0						8.0	$11,436.70
Negotiate and finalize Subcontractor Contracts	8.0	24.0	8.0													$6,296.00
Monthly project management and progress / budgetary performance / management project reviews (8 hrs x 9 mos)	18.0	72.0	9.0													$15,354.00
Monthly subconsultant invoice review and invoicing preparation (6 hrs x 6 mos)		36.0														$5,607.00
Project and subconsultant coordination (8 hours per week, for 6-month phase duration)	12.0	44.0														$8,533.00
Attend progress review meetings (assume 1 per month, @ 2 hours plus travel time, maximum 6)		44.0														$6,853.00
Apply for and obtain security badges	3.0	3.0			3.0		3.0	3.0	3.0							$2,623.62
Set up and maintain web-based project site for data mgt and transfer		8.0												24.0	60.0	$7,470.40
Maximum of 3 Scope Definition and Discovery meetings (2 attendees to all meetings) plus travel	8.0	42.0			36.0		12.0									$15,357.18
Document Review and trucking / Onsite coordination during Site Investigations (survey / geotech) (local EI or PE)								54.0								$5,440.50
Meet with the USACE regarding dredging project, timelines, designs, limits		6.0	20.0													$4,534.50
2 Project Kickoff Meeting and Site Walkthrough																
Preparation	2.0	6.0					8.0									$2,896.32
Attend Meeting	5.0	16.0			16.0		8.0									$7,813.52
3 Topside and Underwater Inspection and Structural Evaluation																
On site direction (PM)		16.0														$2,482.00
Independent Technical Review		8.0		40.0												$8,446.00
4 Develop Design Basis Document																
Met-Ocean study (HDR Sub-team; Coastal Engineering Division)		12.0	2.0													$2,229.00
Characterization based on existing data and reports									10.0			36.0			1.0	$4,647.10
Parametric 1-D modeling of local wind and waves / swell									4.0			36.0			1.0	$3,793.30
Numerical modeling of passing vessel wake and surge									4.0		72.0	24.0			1.0	$10,509.94
local pilots / vessel captains / USCG meeting and coordination		12.0		16.0			6.0		6.0							$6,630.54
Calculation of propeller wash (bank and scour)									4.0		12.0	36.0			1.0	$5,087.74
Needs assessment for shoreline / slope protection and scour countermeasures									8.0		20.0	12.0			1.0	$4,419.90
QC and provide report deliverable									8.0	4.0						$1,858.40
Berthing and Mooring Analysis and reporting		18.0	2.0	32.0		100.0										$19,100.50
Define Structural and Marine Design Parameters		12.0	2.0	12.0		32.0										$7,645.64
Prepare Report Deliverable		16.0	2.0			32.0										$6,108.64
QC		4.0	2.0	8.0		8.0										$3,237.16
Incorporate comments from Halcrow Review and Seaport Review		4.0		4.0		8.0										$2,157.16
18. Preliminary Engineering																
Analyze Structures and Generate Alternatives		40.0		50.0		100.0										$25,407.00
Generate an Alternatives Design Deliverable																
Design / Drawings / write-up (for each alt.)		36.0		20.0		72.0								200.0		$31,354.44
Exec. Summary/ comparison / recommendations		36.0														$5,607.00
QC	8.0	8.0	8.0	12.0												$5,968.00
Attend Presentation / Selection Meeting	8.0	20.0					8.0									$5,605.32
Value Engineering Process		20.0	4.0	4.0		20.0										$6,590.40
1.C. Environmental / Permit																
SEE ATTACHED SUBTASK SPREADSHEET																$0.00
																$0.00
																$0.00
SUBTOTAL	79.0	615.0	65.0	198.0	55.0	372.0	45.0	57.0	55.0	4.0	104.0	144.0	0.0	224.0	73.0	$268,812.52
II. Direct Expenses																$22,080.00
																$290,892.52

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APPENDIX D - MANHOUR AND FEE ESTIMATE - PHASES 2 & 3
HDR ENGINEERING (MARINE STRUCTURES AND PM)

	Principal (Chuck Abeles)	Project Manager (Wes Derrick)	P&M National Director (Jeff Merrenoght)	Marine Struct. Lead, Engineer (Doug Hearn or Steve)	Marine Struct. Senior Engineer (Will Bolton or open)	Marine Struct. Engineer (Kevin Colella or open)	Marine Struct. Engineer (Local) (John Kennett)	Structural Engineer (local) (Yelena Tyrsyayeva)	Coastal Project Manager (Dan Hellmann)	Coastal Technical Lead Engr (J. Natalie)	Coastal Sr. Engineer (Will or open)	Coastal Engr. (Lilli or Engin.)	Designer	Cadd Operator	Clerical / Secretary	SUBTOTAL
2021 Rate (Salary)	91.35	84.65	97.00	82.10	97.70	39.71	90.10	35.25	49.23	73.85	37.85	30.78	36.78	24.00	26.00	
Overhead + Profit Multiplier	2.85	2.85	2.85	2.85	2.85	2.85	2.85	2.85	2.85	2.85	2.85	2.85	2.85	2.85	2.85	
Capped Billing Rate	160.00	199.78	196.00	196.00	164.48	161.77	171.29	100.75	142.30	196.00	157.87	87.68	87.72	74.10	74.10	
PHASE 2 - DETAILED DESIGN																
1 Detailed Design of Selected Alternatives																
Wharves 2 thru 5		20.0		12.0	40.0	120.0										$24,065.40
Wharves 6 & 7		20.0		12.0	40.0	120.0			20.0		60.0			60.0		$37,629.60
Wharf 1		20.0		12.0	40.0	120.0			20.0		60.0			80.0		$37,629.60
Fender Analysis		8.0		8.0	20.0	60.0										$12,081.20
Meeting Comments		8.0		8.0	20.0	60.0										$12,081.20
2 Project Deliverables																
30%		16.0			16.0	64.0							20.0	220.0		$29,892.68
60%		16.0			16.0	64.0							20.0	220.0		$29,892.68
90%		16.0			8.0	32.0							20.0	160.0		$20,874.64
100%		16.0			8.0	24.0							20.0	100.0		$15,414.48
4 QC and Independent Technical Review (HDR for Hellcrow / vice versa)																
30%		8.0		16.0		16.0								16.0		$6,939.92
60%		8.0		16.0		16.0								16.0		$6,939.92
90%		8.0		4.0		16.0								8.0		$4,187.12
100%		8.0		4.0		16.0								8.0		$4,187.12
5 Project Management																
Negotiate and finalize Phase 2 subcontracts	2.0	40.0	4.0													$7,290.00
Monthly project management and progress / budgetary performance / management project reviews (8 hrs x 7 mos)	7.0	56.0														$5,702.00
Maximum of 3 follow-up stakeholder meetings (2 attendees to all meetings) plus travel		42.0					18.0									$6,624.72
Monthly subconsultant invoice review and invoicing preparation (6 hrs x 7 mos)		42.0													16.0	$7,727.10
Project and subconsultant coordination (5 hours per week, for 7-month phase duration)	40.0	170.0					54.0									$41,327.18
Attend progress review meetings (assume 1 per month, @ 2 hours plus travel time, maximum 7)		70.0														$12,902.50
Meet with the USACE to coordinate designs		12.0	12.0													$4,029.00
6 Environmental / Permit																
SEE ATTACHED SUB SPREADSHEET																$78,722.00
PHASE 2 SUBTOTAL	49.0	604.0	16.0	92.0	208.0	728.0	72.0	0.0	40.0	0.0	120.0	0.0	80.0	868.0	16.0	$426,880.44
PHASE 3 - POST DESIGN SERVICES																
1 Bid Support																
Attend pre-bid meeting (1/2 day + travel)		12.0					12.0									$3,924.48
Respond to bidder questions (Seaport to collect, edit and combine)		16.0		8.0	8.0	24.0										$7,690.08
Issue maximum of 1 set of addendum drawings and specifications		24.0			8.0	24.0	24.0						16.0	60.0		$17,450.56
Evaluate Bids	4.0	16.0	4.0	8.0			8.0									$6,562.32
2 Construction Administration																
Attend kickoff and monthly progress / schedule meeting (full day x 18 required)		72.0					72.0									$23,548.88
Allowance for on-site evaluation / observation of key elements (maximum 6 trips)		54.0														$8,410.50
Local site support (assume 8 hours per month for 18 months)								144.0								$14,504.00
Respond to RFI / Review submittals, change orders, shop drawings, submittals / schedule of values (12 hrs per month / 18 months)		108.0		24.0	24.0		108.0									$43,567.12
Review Contractor Payment Requests (4 hrs per month - 18 months)		36.0														$5,607.00
3 Project Management																
Negotiate and finalize Phase 3 subcontracts	2.0	24.0	4.0													$4,738.00
Monthly project management and progress / budgetary performance / management project reviews (4 hrs x 18 mos)	18.0	72.0														$13,734.00
Monthly subconsultant invoice review and invoicing preparation (2 hrs x 18 mos)		36.0													36.0	$8,274.60
Project and subconsultant coordination (1 hours per week, for 18-month phase duration)	4.0	18.0														$3,369.50
6 Project Closeout																
Attend site walkthrough and generate punchlist		16.0					8.0									$3,842.32
Review contractor as-built		8.0					8.0	4.0								$3,019.92
PHASE 3 SUBTOTAL	28.0	512.0	8.0	40.0	40.0	48.0	240.0	148.0	0.0	0.0	0.0	0.0	16.0	60.0	36.0	$168,304.68
PHASE 2 AND 3 TOTAL	77.0	1116.0	24.0	132.0	248.0	776.0	312.0	148.0	40.0	0.0	120.0	0.0	96.0	928.0	52.0	$577,185.12
B. Direct Expenses																$34,529.00
																$597,714.12

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APPENDIX D- MANHOUR AND FEE ESTIMATE - PHASE 1
HDR ENGINEERING (ENVIRONMENTAL & PERMIT)

	Principal (Name)	Senior Environmental Scientist (Barry Lenz)	Engineer (Stephanie Morse)	Cadd Operator (Paul Harkins)	SUBTOTAL
Base Salary	1.00	45.00	30.00	25.00	
Multiplier	1.00	2.85	2.85	2.85	
Capped Billing Rate	$1.00	$128.25	$85.50	$71.25	
PHASE 1 - DESIGN DEVELOPMENT					$0.00
1A. Site Investigation					$0.00
Kickoff Meeting and Site Visit		24.0			$3,078.00
Interview port staff and operations regarding functional needs / restraints:		24.0			$3,078.00
					$0.00
1B. Preliminary Engineering					$0.00
Design Basis Document					$0.00
Environmental / Permittability (each alt.)		40.0	40.0	12.0	$9,405.00
Attend Presentation / Selection Meeting		12.0			$1,539.00
					$0.00
1.C. Environmental / Permit					$0.00
Review scope and alternatives		16.0	4.0		$2,394.00
Identify potential hot-button issues / permit requirements		8.0	4.0		$1,368.00
Initiate pre-application discussions		40.0	10.0		$5,985.00
Support Report (above)		40.0	10.0	24.0	$7,695.00
					$0.00
1.D. Project Management / Controls					$0.00
					$0.00
SUBTOTAL	0.0	204.0	68.0	36.0	$34,542.00

II. Direct Expenses	$1,350.00
	$35,892.00

APPENDIX D- MANHOUR AND FEE ESTIMATE - PHASE 2&3
HDR ENGINEERING - (HDR ENVIRONMENTAL)

	Sr. Environmental Scientist (Barry Lenz)	Environmental Scientist (Stephanie Morse)	Cadd Operator (Paul Harkins)	Clerical / Secretary (name)	SUBTOTAL
Base Salary	**45.00**	**30.00**	**25.00**	**20.00**	
Multiplier	**2.85**	**2.85**	**2.85**	**2.85**	
Capped Billing Rate	**$128.25**	**$85.50**	**$71.25**	**$57.00**	
PHASE 2 - DETAILED DESIGN					$0.00
Application Preparation - 30 days	120.0	40.0	40.0	8.0	$22,116.00
					$0.00
Application Review - 240 days					$0.00
Coordination	80.0	20.0			$11,970.00
RAI's	80.0	20.0	20.0	4.0	$13,623.00
Negotiation	80.0				$10,260.00
Commenting Agencies	80.0	20.0	20.0	4.0	$13,623.00
					$0.00
Permit Issuance - 30 days					$0.00
Pre-bid Meeting	20.0				$2,565.00
Drawing	20.0				$2,565.00
					$0.00
					$0.00
SUBTOTAL	480.0	100.0	80.0	16.0	**$76,722.00**

II. Direct Expenses	**$2,800.00**
	$79,522.00

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APPENDIX D - MANHOUR AND FEE ESTIMATE - PHASE 1
HALCROW

	Principal (Todd Stockberger)	Project Manager/ Principal Engineer (Paul Starr)	Design Audits (Dennis Pedron)	PE Diver (Steve LoPonzaro)	Dive Supervisor (Joe Acosta)	Technical Diver (Sebastien Templeton)	Senior Struct. Engineer (Mauricio Posada)	Structural Engineer	Cost Estimator (Jack Hayes)	Cost Estimator (Jim Schoonmaker)	Draftsman (Cem Hangul)	Construction Advisor (John Boles)	Designer	Card Operator	Clerical / Secretary	SUBTOTAL
MH Rate (Salary):	109.00	96.84	164.60	52.76	50.83	29.76	47.50	45.00	61.80	61.80	24.37	96.00	40.00	25.00	20.00	
Overhead + Profit Multiplier	2.85	2.85	2.85	2.85	2.85	2.85	2.85	2.85	2.85	2.85	2.85	2.85	2.85	2.85	2.85	
Capped Billing Rate	140.00	180.00	180.00	150.34	144.87	84.79	135.38	128.25	176.13	176.13	69.45	180.00	114.00	71.25	57.00	
PHASE 1 - DESIGN DEVELOPMENT																$0.00
1. Project Management																$0.00
																$0.00
2. Project Kickoff Meeting and Site Walkthrough																$0.00
Preparation		8.0		8.0		8.0										$3,321.04
Attend Meeting		8.0		8.0												$2,842.72
																$0.00
3. Topside and Underwater Inspection and Structural Evaluation																$0.00
On site activities				176.0	176.0	176.0										$66,680.00
Inspection Report		8.0		160.0		40.0					40.0				20.0	$32,804.00
Structural Evaluation		72.0	24.0				72.0		40.0	40.0	104.0	40.0			20.0	$56,680.58
																$0.00
4. Develop Design Basis Document																$0.00
Met-Ocean study (HDR Sub-team; Coastal Engineering Division)																$0.00
Characterization based on existing data and reports																$0.00
Parametric i-D modeling of local wind and waves / swell																$0.00
Numerical modeling of passing vessel wake and surge																$0.00
local pilots / vessel captains / USCG meeting and coordination																$0.00
Calculation of propeller wash (bank and scour)																$0.00
Needs assessment for shoreline / slope protection and scour countermeasures																$0.00
QC and provide report deliverable																$0.00
Berthing and Mooring Analysis and reporting		8.0														$1,440.00
Define Structural and Marine Design Parameters		8.0														$1,440.00
Prepare Report Deliverable		8.0														$1,440.00
QC	5.0	16.0	8.0				16.0									$7,545.08
Incorporate comments from Halcrow Review and Seaport Review																$0.00
																$0.00
1B. Preliminary Engineering																$0.00
Analyze Structures and Generate Alternatives	16.0	40.0	22.0				72.0	72.0								$32,381.36
Generate an Alternatives Design Deliverable																$0.00
Design / Drawings / write-up (for each alt.)		24.0					36.0	24.0								$12,271.68
Exec. Summary/ comparison / recommendations		16.0					36.0	16.0								$9,805.68
QC		40.0	16.0				72.0	40.0								$24,957.36
Attend Presentation / Selection Meeting	10.0	10.0	10.0													$5,000.00
																$0.00
1.C. Environmental / Permit																$0.00
SEE ATTACHED SUBTASK SPREADSHEET																$0.00
																$0.00
																$0.00
SUBTOTAL	31.0	268.0	80.0	352.0	176.0	224.0	304.0	152.0	40.0	40.0	144.0	40.0	0.0	0.0	40.0	$256,610.48
Estimated actual hours	12	222	28	304	152	193	263	131	35	35	124	23	0	0	35	

II. Direct Expenses	$31,707.00
Consultant Total Phase 1	$290,317.48

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APPENDIX D - MANHOUR AND FEE ESTIMATE - PHASE 2
HALCROW

	Principal (Todd Stockberger)	Project Manager/ Principal Engineer (Paul Starr)	Design Audits (Dennis Padron)	PE Diver (Steve LoFrancaro)	Dive Supervisor (Joe Acosta)	Technical Diver (Sebastien Templeton)	Senior Struct. Engineer (Mauricio Posada)	Structural Engineer	Cost Estimator (Jack Hayes)	Cost Estimator (Jim Schoonmaker)	Draftsman (Cam Hangul)	Construction Advisor (John Boles)	Designer	Cadd Operator	Clerical / Secretary	SUBTOTAL
MH Rate (Salary)	108.00	96.54	154.50	62.76	60.83	29.76	47.50	45.00	91.90	91.90	24.37	96.00	40.00	25.00	20.00	
Overhead + Profit Multiplier	2.85	2.85	2.85	2.85	2.85	2.85	2.85	2.85	2.85	2.85	2.85	2.85	2.85	2.85	2.85	
Capped Billing Rate	140.00	180.00	180.00	150.34	144.97	84.79	135.38	128.25	176.13	176.13	69.45	180.00	114.00	71.25	57.00	
PHASE 2 - DETAILED DESIGN																
1 Detailed Design of Selected Alternative																
Wharves 2 thru 5	16.0	32.0	24.0				112.0					12.0			4.0	$29,870.56
Wharf 1	16.0	48.0	16.0				84.0					4.0			4.0	$23,372.32
Wharves 6 and 7	8.0	32.0	8.0				84.0					8.0			4.0	$18,652.32
																$0.00
2 Project Deliverables																
30%																
Plans		40.0	16.0				84.0				300.0				8.0	$40,035.32
Specs		48.0	16.0				120.0								8.0	$28,221.60
60%																
Plans		40.0	16.0				84.0				300.0				8.0	$40,035.32
Specs		48.0	16.0				120.0								8.0	$28,221.60
90%																
Plans		16.0	4.0				32.0				140.0				4.0	$17,883.16
Specs		16.0	4.0				40.0								4.0	$9,243.20
100%																
Plans		8.0	4.0				24.0				100.0				2.0	$12,468.12
Specs		8.0	4.0				24.0								2.0	$5,523.12
3 Opinion of Cost and Schedule																
30%	20.0	24.0							40.0	40.0					4.0	$21,438.40
60%	20.0	24.0							40.0	40.0					4.0	$21,438.40
90%	20.0	24.0							40.0	40.0					4.0	$21,438.40
100%	20.0	24.0							40.0	40.0					4.0	$21,438.40
																$0.00
																$0.00
SUBTOTAL	120.0	432.0	128.0	0.0	0.0	0.0	728.0	0.0	160.0	160.0	840.0	24.0	0.0	0.0	72.0	$339,280.24
Estimated actual hours	47	357	45	0	0	0	629	0	138	138	725	14	0	0	62	

II. Direct Expenses	$0.00
Consultant Total Phase 2	$339,280.24

APPENDIX D - MANHOUR AND FEE ESTIMATE - PHASE 3
HALCROW

	Principal (Todd Stockbenger)	Project Manager/ Principal Engineer (Paul Sarf)	Design Audits (Dennis Padron)	PE Diver (Steve LaPorcaro)	Dive Supervisor (Joe Acosta)	Technical Diver (Sebastien Templeton)	Senior Struct. Engineer (Mauricio Posada)	Structural Engineer	Cost Estimator (Jack Hayes)	Cost Estimator (Jim Schoonmaker)	Draftsman (Cem Hangul)	Construction Advisor (John Boles)	Designer	Cadd Operator	Clerical / Secretary	SUBTOTAL
MH Rate (Salary):	108.00	65.84	164.50	62.75	60.83	29.75	47.50	46.00	61.50	61.50	24.37	95.00	40.00	28.00	20.00	
Overhead + Profit Multiplier:	2.85	2.85	2.85	2.85	2.85	2.85	2.85	2.85	2.85	2.85	2.85	2.85	2.85	2.85	2.85	
Capped Billing Rate:	140.00	190.00	180.00	160.34	144.87	84.79	135.38	128.25	175.13	175.13	69.46	180.00	114.00	71.25	57.00	
PHASE 3 - POST DESIGN SERVICES																$0.00
1 Bid Support																$0.00
Attend pre-bid meeting (1/2 day + travel)		12.0														$2,160.00
Respond to bidder questions (Seaport to collect, edit and combine)		8.0														$1,440.00
Issue maximum of 1 set of addendum drawings and specifications																$0.00
Evaluate Bids		16.0														$2,880.00
																$0.00
2 Construction Administration																$0.00
Attend kickoff and monthly progress / schedule meeting (half day + travel x 18 required)		12.0														$2,160.00
Travel allowance for on-site evaluation / observation of key elements (maximum 6 trips)		64.0														$11,520.00
Local site support (assume 8 hours per month for 18 months)																$0.00
Respond to RFI / Review substitutions, change orders, shop drawings, submittals / schedule of values		36.0					36.0									$11,353.68
Review Contractor Payment Requests (4 hrs per month - 18 months)																$0.00
																$0.00
3 Project Management																$0.00
Negotiate and finalize Phase 2 subcontracts																$0.00
Monthly project management and progress / budgetary performance / management project reviews (6 hrs x 18 mos)																$0.00
Monthly subconsultant invoice review and invoicing preparation (2 hrs x 18 mos)																$0.00
Project and subconsultant coordination (1 hours per week, for 18-month phase duration)																$0.00
																$0.00
4 Project Closeout																$0.00
Attend site walkthrough and generate punchlist																$0.00
Review contractor as-builts																$0.00
Characterization based on existing data and reports																$0.00
Parametric 1-D modeling of local wind and waves / swell																$0.00
Numerical modeling of passing vessel wake and surge																$0.00
local pilots / vessel captains / USCG meeting and coordination																$0.00
Calculation of propeller wash (bank and scour)																$0.00
Needs assessment for shoreline / slope protection and scour countermeasures																$0.00
QC and provide report deliverable																$0.00
Berthing and Mooring Analysis and reporting																$0.00
Define Structural and Marine Design Parameters																$0.00
Prepare Report Deliverable																$0.00
QC																$0.00
Incorporate comments from Halcrow Review and Seaport Review																$0.00
																$0.00
																$0.00
SUBTOTAL:	0.0	148.0	0.0	0.0	0.0	0.0	36.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	$31,513.68
Estimated actual hours	0	122	0	0	0	0	31	0	0	0	0	0	0	0	0	
II. Direct Expenses																$3,600.00
															Consultant Total Phase 3	$35,013.68

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SURVEY FIELD WORK ESTIMATION CHART

E09-SEA-01 Wharves Strengthening Program

CONSULTANT: **MACTEC ENGINEERING AND CONSULTING,INC**

LIMITS: ALONG BERTHS I-VII TOPO SURVEY TO EXTEND 200' LANDWARD FROM BERTH FACE AND HYDRO SURVEY TO EXTEND +/- 600' WATERWARD TO JUST SOUTH OF EXISTING CHANNEL

ESTIMATOR: R.M. JONES DATE: 8.05.09

	Primary Crew Days - **		COMMENTS
TOPOGRAPHIC SURVEY			
primary horz. & vertical control	5		use NAD 83/2007 and NGVD 1929
			based on furnished control
secondary site control	5		set up baseline control
			for permanence and verification
topo survey	30		locate all above grd and evidence
			of subsurface improvements, x-
			sections at 100'
HYDROGRAPHIC SURVEY			
survey control	2		supplement topo control
hydro survey of channel	11		transects at 50' intervals with
and under slope			elevations at 20' intervals along
			transect lines
			locate slope under wharves from
			berth face landward +/- 50'
Survey Crew Daily Rate= 905.04	53		
(3 man crew)			
TOTAL SURVEY COST	$47,967.12		

ATTACHMENT 1

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SURVEY SERVICES TABULATION SHEET

E09-SEA-01 Wharves Strengthening Program

CONSULTANT: **MACTEC ENGINEERING AND CONSULTING,INC.**

LIMITS: ALONG BERTHS I-VII TOPO SURVEY TO EXTEND 200'LANDWARD FROM BERTH FACE & HYDRO SURVEY
EXTEND +/- 600' WATERWARD TO JUST SOUTH OF EXISTING CHANNEL LENGTH: +/- 1.4 MILES

ESTIMATOR : R.M. JONES DATE: 8.05.09

	PRINCIPAL SURVEYOR	PRINCIPAL SURVEYOR RATE	COMPUTER-SURVEYOR	COMPUTER-SURVEYOR RATE	EFB/CADD PROCESSOR HOURS	EFB/CADD PROCESSOR RATE	CLERICAL HOURS	CLERICAL RATE	TOTAL
Office Support-Topo	20	$112.72	40	$79.27					
Office Support-hydro	20	$112.72	150	$79.27					
TOTAL (HOUR X RATE)	40	$4,508.80	190	$15,061.30	0	$0.00	0	$0.00	$19,570.10

TOTAL ACTIVITY SALARY COSTS	$19,570.10
A) DIRECT REIMBURSABLE	$500.00
B) SUBCONTRACT ITEMS	$0.00
C) LUMP SUM SURVEY	$0.00
D) OTHER LUMP SUM COSTS	$0.00
E) FIELD SURVEY COST	$47,967
TOTAL LUMP SUM FEE	$68,037

ATTACHMENT 2

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Phase I: Geotechnical Fee Schedule
Port of Miami Wharves Strengthening

Miami, FL

MACTEC Proposal No. PROP09MIAM.107

Field Explorations:

Number	Type	Depth (ft)	
4	A .Soil Test Borings	75	SPT 5' OC and rock coring from 50' to 75'
8	B. Soil Test Borings	90	with extra SPT tests at 52.5, 57.5,62.5,67.5, 72.5
3	C. Soil Test Borings	75	offset holes for undisturbed samples or coring 50 -75
3	D. Dilatometer Borings	50	dilatometer primarily each foot between 20 and 50 feet
3	E. Sediment Sampling		

	Quantity	Units	Rate	Subtotal
Mobilization (Land)	1	Each	$ 500.00	$ 500.00
Crew Badging (Land)	1	Each	$ 600.00	$ 600.00
Pavement Coring	15	Each	$ 150.00	$ 2,250.00
Moving On To Boring (Land)	18	Each	$ 250.00	$ 4,500.00
Landside Boring:				
Soil Test Borings - 0 to 25 feet, sampled 5' OC	300	Feet	$ 12.00	$ 3,600.00
Soil Test Borings - 25 to 50 feet, sampled 5' OC	300	Feet	$ 12.00	$ 3,600.00
Soil Test Borings - 50 to 75 feet, sampled 5' OC	300	Feet	$ 12.00	$ 3,600.00
Soil Test Borings - 75 to 100 feet, sampled.5' OC	120	Feet	$ 13.00	$ 1,560.00
Additional Split Spoon Sample, each	40	Each	$ 30.00	$ 1,200.00
Wash or Auger Boring - < 50 feet	150	Feet	$ 7.00	$ 1,050.00
Rock Coring, 4-inch, >50 Feet Deep	175	Feet	$ 48.00	$ 8,400.00
Casing, <=4"	720	Feet	$ 5.00	$ 3,600.00
Casing, 6"	525	Feet	$ 8.00	$ 4,200.00
Bulk samples	4	Each	$ 50.00	$ 200.00
Undisturbed Samples, per attempt	8	Each	$ 110.00	$ 880.00
Grouting Borehole	1305	Feet	$ 5.00	$ 6,525.00
Time Rate Drilling	30	Hour	$ 155.00	$ 4,650.00
Time Rate Sampling of Sediment	4	Hour	$ 155.00	$ 620.00
Field Explorations Subtotal:				***$ 51,535.00***
Laboratory Testing:				
Natural Moisture Content	50	Each	$ 15.00	$ 750.00
Grain Size, w/ wash -200 sieve	10	Each	$ 60.00	$ 600.00
Organic Content	3	Each	$ 40.00	$ 120.00
Plasticity Index	8	Each	$ 75.00	$ 600.00
Limerock Bearing Ratio	2	Each	$ 350.00	$ 700.00
Rock Splitting Tension	6	Each	$ 80.00	$ 480.00
Rock Unconfined Compression	6	Each	$ 100.00	$ 600.00
Consolidation	3	Each	$ 500.00	$ 1,500.00
Triaxial (CU w/ pore pressure), per circle	3	Each	$ 200.00	$ 600.00
PH, Resistivity, chloride, sulfate	3	Each	$ 200.00	$ 600.00
Laboratory Testing Subtotal:				***$ 6,550.00***
Engineering:				
Principal Engineer (PE)	8	Hours	$ 140.00	$ 1,120.00
Project Manager (PM)	52	Hours	$ 180.00	$ 9,360.00
Senior Engineer (PE)	33	Hours	$ 120.00	$ 3,960.00
Project Engineer	88	Hours	$ 100.00	$ 8,800.00
Staff Engineer	112	Hours	$ 80.00	$ 8,960.00
Staff Geologist	274	Hours	$ 70.00	$ 19,180.00
CAD Draft/Boring Logs	30	Hours	$ 60.00	$ 1,800.00
Clerical	18	Hours	$ 45.00	$ 810.00
Engineering Services Subtotal:				***$ 53,990.00***
PROJECT TOTAL:				**$ 112,075.00**

ATTACHMENT - MANHOUR AND FEE ESTIMATE - PHASE 1
Geotechnical Investigations (MACTEC ENGINEERING & CONSULTING)

	Principal (Thomas McDaniel)	Project Manager (Lawrence Goldfarb)	Sr. Geotechnical Engineer (Curtis Roos or equiv.)	Senior Engineer (Huntae Kim or equiv.)	Project Engineer	Staff Engineer	Staff Geologist	CADD Operator	Clerical / Secretary							SUBTOTAL
MH Rate (Salary)	1.00	53.00	65.00	42.60	38.00	28.00	25.00	21.00	18.00	1.00	1.00	1.00	1.00	1.00	1.00	
Overhead + Profit Multiplier	1.00	2.85	2.85	2.85	2.85	2.85	2.85	2.85	2.85	2.85	2.85	2.85	2.85	2.85	2.85	
Billing Rate	140.00	190	190	120	100	80	70	60	48	2.85	2.85	2.85	2.85	2.85	2.85	
PHASE 1 - DESIGN DEVELOPMENT																$0.00
																$0.00
1 Project Meetings and Site Walkthrough	4.0	16.0			20.0		24.0									$7,120.00
																$0.00
2 Field Explorations																$0.00
Project Setup and Status Check	2.0	4.0				8.0			8.0							$1,910.00
Badging					2.0	2.0	10.0									$1,060.00
Boring Staking and Coordination						2.0	20.0									$1,560.00
Field logging, Drilling Supervision, Field Coordination						12.0	220.0									$18,360.00
																$0.00
3 Data Preparation																$0.00
Review of Existing Soil Data		3.0			8.0	16.0										$2,620.00
Boring Log Preparation/gINT operation/Boring Location Plans						16.0		14.0								$2,120.00
Design Soil Profile Interpretation/Generation			1.0	3.0		4.0		16.0								$1,820.00
																$0.00
4 Engineering Analysis																$0.00
Determination of Drained and Undrained Soil Parameters		2.0	2.0			10.0										$1,520.00
Settlement Calculations/Consolidation Test Results Review		2.0	2.0	5.0		8.0										$1,960.00
Slope Stability Analysis			4.0	5.0	8.0											$2,120.00
Axial Pile Capacity Analysis		4.0	2.0	5.0		20.0										$3,280.00
Lateral Pile Capacity Analysis		2.0	2.0	7.0	24.0											$3,960.00
Pavement Recommendations			2.0	4.0	2.0	10.0										$1,840.00
																$0.00
5 Geotechnical Report																$0.00
Report Preparation	2.0	2.0	2.0	4.0	24.0											$3,880.00
Appendix Preparation/Binding and Coping/Distribution						4.0			12.0							$860.00
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SUBTOTAL	8.0	35.0	17.0	33.0	88.0	112.0	274.0	30.0	18.0	0.0	0.0	0.0	0.0	0.0	0.0	$53,990.00

II. Direct Expenses	$8,000.00
Labor and ODC Total Phase 1	$61,990.00

ATTACHMENT - MANHOUR AND FEE ESTIMATE - PHASE 2
Geotechnical Engineering Support (MACTEC ENGINEERING & CONSULTING)

	Principal (Thomas McDaniel)	Project Manager (Lawrence Goldfarb)	Sr. Geotechnical Engineer (Curtis Roos or equiv.)	Senior Engineer (Hantas Kim or equiv.)	Project Engineer	Staff Engineer	Staff Geologist	CADD Operator	Clerical / Secretary							SUBTOTAL
MH Rate (Salary)	1.00	63.00	63.00	42.50	35.00	28.00	25.00	21.00	16.00	1.00	1.00	1.00	1.00	1.00	1.00	
Overhead + Profit Multiplier	1.00	2.86	2.86	2.86	2.86	2.86	2.86	2.86	2.86	2.86	2.86	2.86	2.86	2.86	2.86	
Billing Rate	140.00	180	180	120	100	80	70	60	45	2.86	2.86	2.86	2.86	2.86	2.86	
PHASE 2 - DESIGN SERVICES (Exact scope to be determined based on Phase 1 findings)																$0.00
																$0.00
1 Project Meetings and Conference Calls	1.0	8.0	2.0	6.0		8.0										$3,300.00
																$0.00
2 Geotechnical Engineering Review/Support on Selected Alternatives	1.0	8.0	2.0	8.0	10.0	16.0										$5,180.00
																$0.00
3 Construction Drawings and Specifications Review	1.0	8.0	2.0	8.0	8.0	12.0										$4,660.00
																$0.00
4 Supportive Engineering Analysis																$0.00
Discussions/Clarifications on Soil Parameters	1.0	2.0	2.0	4.0												$1,340.00
Discussions/Clarifications on Foundation Analysis		4.0		8.0	10.0	16.0										$3,960.00
Discussions/Clarifications on Other Geotechnical Engineering Analyses		4.0	2.0	8.0	10.0	16.0										$4,320.00
																$0.00
5 Bid Support - Answer to Bidders' Questions and Clarifications on Geotechnical Issues	1.0	4.0	2.0	8.0		8.0										$2,820.00
																$0.00
																$0.00
																$0.00
SUBTOTAL	5.0	38.0	12.0	50.0	38.0	76.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	$25,580.00

II. Direct Expenses	$1,107.50
Labor and ODC Total Phase 2	$26,687.50

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APPENDIX D - MH ESTIMATE FOR SOIL SAMPLING AND CLASSIFICATION - MACTEC

	Name & (Company)	Labor Multiplier	Hourly Rate	Task 1														Total Labor (Sum 3-6)	Raw Costs (7 X 2)	Multiplied Costs (1 x 8)
			$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hours	$	$
Principal	Ricardo Fraxedas (MACTEC Engineering)	1.0	51.90	1	$ 51.90		$ -		$ -		$ -		$ -		$ -		$ -		$ -	1	$51.90	$51.90
Project Manager	Paul H. Thornbury (MACTEC Engineering)	2.85	38.60	3	$ 115.80		$ -		$ -		$ -		$ -		$ -		$ -		$ -	3	$115.80	$330.03
Project Engineer	Stephen Hanks (MACTEC Engineering)	2.85	27.80	6	$ 166.80		$ -		$ -		$ -		$ -		$ -		$ -		$ -	6	$166.80	$475.38
Field Scientist	Mark Kearns (MACTEC Engineering)	2.85	22.09	32	$ 706.88		$ -		$ -		$ -		$ -		$ -		$ -		$ -	32	$706.88	$2,014.61
Project Administrator	Linley Harding (MACTEC Engineering)	2.85	17.16	2	$ 34.32		$ -		$ -		$ -		$ -		$ -		$ -		$ -	2	$34.32	$97.81
	HDR Engineer, Inc. Sub-totals			0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	44	$1,075.70	$2,989.73
	Sub 1			0	$ -		$ -		$ -											0	$ -	$0.00
	Sub 2			0	$ -		$ -		$ -											0	$ -	$0.00
	Sub 3			0	$ -		$ -		$ -											0	$ -	$0.00
	Engineering Team Sub-Totals			0	$ -		$ -		$ -											44	$ -	$2,989.73

Summary of Direct Expenses Includes all Team Members

Units	No. of	$/Unit	Total
Air Travel		Coach class - from to	0.00
Lodging (by days)		See Attached "Maximum Daily Lodging Rates"	0.00
Car Rental (by days)		$35.00/day	0.00
Gas (for rental cars only)		$3.75/gallon	0.00
Food			
Breakfast		$7.00 (when travel begins before 8 a.m. and extends beyond 8 a.m.)	0.00
Lunch		$11.00 (when travel begins before 12 noon and extends beyond 2 p.m.)	0.00
Dinner		$18.00 (when travel begins before 6 p.m. and extends beyond 8 p.m.)	0.00
Mileage	100	0.4852/mile (for use of personal vehicle)	48.53
Copy and Printing			
Overnight Express, etc.			
		Subtotal Direct Expenses	$ 48.53
Total Labor and Direct Expenses = $	3,018.26	IG of .25% (if applicable) = $ 7.55	Labor, Direct Expense and I.G. $ 3,026.80

Notes 1.- For invoices billed on an hourly basis, receipts for all expenses must be submitted. Travel expenses must be accompanied by a statement explaining the purpose of the expense and the parties involved.

Summary of Reimbursable Expenses

Units	No. of	$/Unit	Total
Field Testing Vendor			
8 RCRA Metals by EPA Method 6020	24	$ 100.00	$ 2,400.00
Volatile Organic Compounds (VOCs) by EPA Method 8260	24	$ 100.00	$ 2,400.00
Polychlorinated Biphenyl (PCBs) by EPA Method 8082	21	$ 64.00	$ 1,344.00
Total Kjeldahl Nitrogen (TKN) by EPA Method 351.2	21	$ 28.00	$ 588.00
IG of .25% (if applicable) =	$ 16.83	Reimbursable Expense & I.G.	$ 6,748.83

Notes 2.- For invoices where Permit Fees are billed, receipts must be submitted.

Total of Labor, Direct Expenses, Reimbursable Expenses and I.G. $ 9,774.63

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APPENDIX D - MANHOUR AND FEE ESTIMATE - PHASE 1
ADA

	Principal (Alberto Agudin)	Senior Engineer (Alex Vazquez)	Senior Engineer (Richard Mendez)	Engineer (Cesar Borges)	Engineer (BM Rubel Siddique)	Cadd Operator (Misael Ramirez)	Clerical / Secretary (Wendy Gomez)	SUBTOTAL
Base Salary	125.00	78.00	63.10	42.00	38.00	27.00	22.00	
Multiplier	1.00	2.85	2.85	2.85	2.85	2.85	2.85	
Capped Billing Rate	$145.00	$180.00	$179.84	$119.70	$108.30	$76.95	$62.70	
PHASE 1 - DESIGN DEVELOPMENT								
1A. Site Investigation								
Met ocean Study								
Task 1 - Kick-off Meeting and Site Visit	8.0	8.0	8.0					$4,038.68
Task 2 - Utilities Location and Survey Coordination			12.0		32.0	40.0	16.0	$9,704.62
Task 3 - Interview Port Staff for Utilities Needs			8.0		8.0		4.0	$2,555.88
Interview port staff and operations regarding functional needs / restraints;								$0.00
1B. Preliminary Engineering								
Design Basis Document								$0.00
Task 1 - Design/Drawings/Write-up for Utilities, Drainage, & Paving	8.0	16.0	30.0	47.0	88.0	120.0	12.0	$34,577.75
Task 2 - Environmental/Permittability of Selected Alternative		8.0		32.0			8.0	$5,772.00
QC								$0.00
Analyze Structure and Generate Alternatives								
Task 1								$0.00
Task 2								$0.00
QC								$0.00
Generate an Alternatives Design Deliverable								
Design / Drawings / write-up (for each alt.)								$0.00
Environmental / Permittability (ADA will only look at the selected alternative as per W. Dortch)		8.0		16.0				$3,355.20
Exec. Summary/ comparison / recommendations								$0.00
QC								$0.00
Attend Presentation / Selection Meeting	8.0	8.0	8.0					$4,038.68
1C. Environmental / Permit								$0.00
Review scope and alternatives		4.0		4.0				$1,198.80
Identify potential hot-button issues / permit requirements		8.0		8.0				$2,397.60
Initiate pre-application discussions		8.0		20.0				$3,834.00
Support Report (above)		4.0		8.0			8.0	$2,179.20
								$0.00
1D. Project Management / Controls								$0.00
								$0.00
SUBTOTAL	24.0	72.0	66.0	135.0	128.0	160.0	48.0	$73,652.81

II. Direct Expenses	$78,500.00
Consultant Total Phase 1	$152,152.81

APPENDIX D- MANHOUR AND FEE ESTIMATE - PHASE 2 thru 3
ADA Engineering

	Principal (Alberto Argudin)	Senior Engineer (Alex Vazquez)	Senior Engineer (Richard Mendez)	Engineer (Cesar Borges)	Engineer (BM Rubel Siddique)	Cadd Operator (Misael Ramirez)	Clerical / Secretary (Wendy Gomez)	SUBTOTAL
Base Salary	125.00	78.00	63.10	42.00	38.00	27.00	22.00	
Multiplier	1.00	2.85	2.85	2.85	2.85	2.85	2.85	
Capped Billing Rate	$140.00	$180.00	$179.84	$119.70	$106.30	$76.95	$62.70	
PHASE 2 - DETAILED DESIGN								
Civil Engineering and Design								
Final Engineering		16.0	100.0		60.0	20.0	8.0	$29,402.10
Cost Estimating and Schedule Support		24.0	12.0		8.0			$7,344.42
QC		40.0	40.0		32.0	4.0		$18,166.80
30 % Review Sst		16.0	40.0		32.0	120.0	8.0	$23,274.80
60% Review Set		16.0	40.0		32.0	120.0	40.0	$25,281.00
90% Review Set		16.0	40.0		32.0	40.0	24.0	$18,121.80
100% Set		16.0	40.0		32.0	8.0		$14,154.60
Permit Applications								
Prepare Application			60.0		48.0	40.0		$19,066.50
RAI's			28.0		32.0	40.0		$11,578.98
Negotiation			40.0		40.0			$11,525.40
Commenting Agencies			60.0		40.0			$15,122.10
PHASE 3 - CONSTRUCTION ADMIN								
Bid Support								
Pre-bid			8.0		0.0			$1,438.68
Bidder Questions			8.0		8.0			$2,305.08
Addendum Set			8.0		16.0	4.0		$3,479.28
Construction Admin								
Kickoff Meeting			8.0		8.0			$2,305.08
Weekly Site visits (assume 18 month at 40 hrs per month)			36.0		720.0			$84,450.06
Respond to RFI's, submtitals, etc.			16.0		40.0			$7,209.36
Closeout								
Attend Walkthrough and punchlist			8.0		8.0			$2,305.08
Review As-builts			4.0		8.0			$1,585.74
SUBTOTAL	0.0	144.0	596.0	0.0	1196.0	396.0	80.0	$298,116.66

II. Direct Expenses	$3,000.00
Consultant Total Phase 2&3	$301,116.66

ATTACHMENT "B"

CBE PROVISIONS

MIAMI-DADE COUNTY
FLORIDA

DEPARTMENT OF SMALL BUSINESS DEVELOPMENT

COMMUNITY BUSINESS ENTERPRISE PROGRAM FOR ARCHITECTURAL, LANDSCAPE ARCHITECTURAL, ENGINEERING, SURVEYING AND MAPPING PROFESSIONAL SERVICES (CBE-A/E)

(ORDINANCE 01-103 as amended AND A.O. 3-32)

PARTICIPATION PROVISIONS

There are two (2) Contract Measures:
First Tier Set-Aside and Subconsultant Goal

THE CBE-A/E MEASURE(S) APPLICABLE TO THIS PROJECT:

Set-Aside	
Subcontractor Goal	20%

DEPARTMENT OF SMALL BUSINESS DEVELOPMENT
111 N.W. 1st Street, 19th FLOOR
MIAMI, FLORIDA 33128
PHONE: (305) 375-3111 FAX: (305) 375-3160

March 2009

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1. Forms

   a. Letter of Agreement (CBE 105)
   b. Certificate of Unavailability (CBE 103)
   c. Architecture & Engineering Utilization Report

Ordinance 01-103, as amended and Administrative Order 3-32 can be obtained from the Clerk of the Board located at the Stephen P. Clark Building, 111 N.W. 1 Street, Suite 17-202, Miami, Florida.

A. DEFINITIONS

The definitions in this section apply only to these Participation Provisions, hereinafter referred to as "Provisions".

1. Agreement means an agreement proposed by the County, Fire, or Public Health Trust staff, or approved by the County Commission, Fire or Public Health Trust for architectural, landscape architectural, engineering, or surveying and mapping professional services.

2. Available or Availability means to have, prior to proposal submission, the ability to provide professional services under an agreement or subconsultant agreement by having reasonably estimated, uncommitted capacity and expertise; all licenses, permits, registrations, insurances and certifications; that are reasonably required to perform the agreement or subconsultant agreement consistent with normal industry practice; and the ability to otherwise meet all the proposal specifications.

3. Bonding Assistance may include providing assistance in preparing and completing bond packages as well as providing funding to be used for bonding purposes.

4. Business Day means a regular weekday (Monday through Friday) normally starting at 8:00 a.m. and finishing at 5:00 p.m., excluding Saturdays and Sundays and excluding all legal holidays recognized by the Federal, State or Miami-Dade County governments.

5. Calendar Day means a twenty-four (24) hour period covering all days of the week (Monday through Sunday, including all holidays), starting at 12:00 a.m. and finishing at 11:59 p.m.

6. CBE-A/E Program is the Community Business Enterprise Program for architectural, engineering, landscape architectural, surveying and mapping professionals.

7. Commercially Useful Function means contractual responsibility for the execution of a distinct element of the work of an agreement by a firm and the carrying out of the contractual responsibilities by actually performing, managing, and supervising the work involved. Acting as a broker is not considered a commercially useful function. The determination of whether an activity is a commercially useful function shall include: the evaluation of the amount of work subconsulted; normal industry practices; the skills, qualifications, or expertise of the firm to perform the work; whether the firm's own personnel perform, manage, and/or supervise the work involved; and other relevant factors.

8. Community Business Enterprise (CBE-A/E) means a firm providing architectural,

landscape architectural, engineering, or surveying and mapping professional services, including a design-build firm, which has an actual place of business in Miami-Dade County and whose three (3) year average annual gross revenues do not exceed two million ($2,000,000) dollars for first tier CBE-A/Es, four million five hundred thousand ($4, 500,000) dollars for second tier CBE-A/Es in the case of architectural services, or six Million ($6,000,000) dollars for second tier CBE-A/Es in the case of landscape architectural services, engineering, or surveying and mapping services. A CBE-A/E will graduate out of the Program once it has exceeded these second tier CBE-A/E size limits based on its three-year average annual gross revenues. As part of the process, CBE-A/Es must go through a technical certification process, which will determine the technical certification categories. A firm's eligibility to participate in the CBE-A/E program shall be based on the cumulative adjusted gross revenues of the applicant firm in combination with that of all of the firm's affiliates as provided in Appendix A pursuant to the Miami-Dade County Ordinance number 01-103 (as amended). Representations as to gross revenues shall be subject to audit.

9. Completed Fiscal Year means a taxable year including any short period. Taxable year and short period have the meaning attributed to them by the IRS.

10. Construction means the building, renovating, retrofitting, rehabbing, restoration, painting, altering, or repairing of a public improvement.

11. SBD means Miami-Dade County Department of Small Business Development.

12. Debar means to exclude a consultant, its individual officers, its shareholders with significant interests, its qualifying agent or its affiliated businesses from County agreements, whether as a prime consultant or subconsultant, for a specified period of time, not to exceed five (5) years.

13. Design-Build Contract means a single contract with a design-build firm for the design and construction of a public construction project.

14. Design-Build Firm means a partnership, corporation, or other legal entity with the following characteristics:

    a. A partnership or joint venture, having at least one partner in compliance with either of the following two requirements:

        i. Is certified under Section 489.119, Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or

        ii. Is certified under Section 471.023, Florida Statutes, to practice engineering; certified under Section 481.219 to practice architecture; or certified under Section 481.319 to practice landscape architecture.

b. An individual or corporation in compliance with the following two requirements:

i. Is certified under Section 489.119, Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; and

ii. Is certified under Section 471.023, Florida Statutes, to practice engineering; certified under Section 481.219 to practice architecture; or certified under Section 481.319 to practice landscape architecture.

15. DPM means Miami-Dade County Department of Procurement Management.

16. Firm means any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, landscape architecture, design-build, and/or land surveying and mapping services.

17. Graduation means the CBE-A/E has exceeded the specific size limits stated for the Program and thus will no longer be eligible for participation in the Program.

18. Gross Revenues is defined to include all revenue in whatever form received or accrued from whatever source, including from the sales of products or services, interest, dividends, rents, royalties, fees, or commissions, reduced by returns and allowances. However, the term revenues excludes proceeds from sales of capital assets and investments, proceeds from transactions between a firm and its domestic and foreign affiliates, amounts collected for another by a travel agent or real estate agent, and taxes collected for remittance to a taxing authority.

19. Joint Venture means an association of two or more CBE-A/Es. Joint ventures shall be subject to the size limitations set forth in Ordinance 01-103 (as amended).

20. Multiple Projects Contract is a contract for a "project" which constitutes a grouping of minor or substantially similar study of activities or substantially similar construction, rehabilitation or renovation activities as defined in Sec. 2-10.4(1)(e)(I) and (2) of the Code of Miami-Dade County.

21. Net Worth for the purposes of the size limits is defined as total assets minus total liabilities, of owners.

22. Owned means having all the customary incidents of ownership, including the right of disposition, and the right or obligation to share in all risks and profits commensurate with the degree of ownership interest.

23. Pre-Qualification Certification is the certification process required of all firms providing architectural, engineering, landscape architectural, land surveying and mapping professional services. It consolidates technical certification, affirmative

action plan certification, and vendor registration and affidavit execution, into one application process.

24. Professional Services are those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

25. Project Specific Awards are contracts for professional services between Miami-Dade County and a firm whereby the firm provides professional services to the agency for work of a specified nature for a fixed capital study or planning activity.

26. Prompt Payment is the intent of the County that all firms providing professional services to the County shall receive payments promptly in order to maintain sufficient cash flow.

    a. Contracts with CBE-A/E set-asides or subconsultant goals shall require that billings from consultants under prime professional services agreements with Miami-Dade County, Fire or the Public Health Trust shall be promptly reviewed and payment made by the County, Fire or Trust on those amounts not in dispute within fourteen (14) calendar days of receipt of such billing by the County, Fire, or the Trust.

    b. The Department of Small Business Development may investigate reported instances of late payments to CBE-A/Es.

    c. The County Manager shall establish an administrative procedure for the resolution of written complaints pertaining to underpayment of professional services.

27. Proposal means a proposal, letter of interest, letter of participation or offer by any proposer in response to any kind of invitation, request or public announcement to submit such proposal, letter of interest, letter of participation or offer to perform the agreement.

28. Proposer means any firm that submits a proposal to provide professional services.

29. Qualifier means the individual who qualified the firm license holder as required by Florida Statute.

30. Review Committee or RC means the committee established by the County Manager to review proposed projects for the application of contract measures.

31. Review Committee Process involves the County Manager or his or her designee's establishment of an administrative procedure for the review of each proposed County

agreement to which Ordinance 01-103 (as amended), Administrative Order 3-32 and these Provisions apply, including the establishment of a committee to recommend whether CBE-A/E measures should be applied.

32. Set-aside means reservation for competition solely among first tier CBE-A/Es of given prime County agreements for architectural, landscape architectural, engineering, or surveying and mapping professional services.

33. Subconsultant Goal means a proportion of a prime agreement value stated as a percentage to be subconsulted to first and/or second tier CBE-A/Es to perform a commercially useful function.

34. Suspension means temporary debarment for a period not to exceed two (2) years.

35. Technical Certification means a certification approved by the Miami-Dade County Technical Certification Committee that allows a firm to submit proposals on, and receive award of, County agreements for architectural, engineering, landscape architecture, or surveying and mapping services.

B. GENERAL INFORMATION

Except where federal or state laws or regulations mandate to the contrary, these Provisions shall require the review of all project specific contracts, design-build contracts and multiple contracts for architecture, landscape architecture, engineering, and surveying and mapping professional services funded in whole or in part with County funds to determine the appropriateness of applying measures as set forth in Ordinance 01-103 (as amended) and Administrative Order 3-32.

These Provisions shall apply to all departments and agencies of the County, Fire and the Public Health Trust. These Provisions shall apply to every agreement to which a CBE-A/E set-aside or subconsultant goal is applied. The phrase "CBE-A/E contract measure(s)" means to apply the contract measure to this agreement as indicated on the cover sheet. Only the contract measure in the CBE-A/E program indicated on the cover sheet applies.

NOTE: THESE PROVISIONS ARE IN ADDITION TO FEDERAL REQUIREMENTS GOVERNING DISADVANTAGED BUISNESS ENTERPRISES.

1. The proposer shall fully comply with these Provisions which implement Miami-Dade County's Ordinance 01-103 (as amended) and Administrative Order 3-32, respectively.

2. Miami-Dade County shall not award an agreement to any proposer which it determines fails to comply with the applicable requirements of these Provisions.

3. Forms necessary for submittal of information pertaining to these Provisions are included in the appendix. Additional copies may be obtained by contacting the

Compliance Monitor at the Department of Small Business Development (SBD), 111 N.W. 1st Street, 19th Floor, Miami, Florida 33128 or by telephone (305) 375-3111, facsimile (305) 375-3160.

C. CERTIFICATION

1. SBD is the County agency responsible for certifying applicants, decertifying and recertifying CBE-A/Es, and maintaining the Certification List. SBD shall maintain and publish at least monthly an updated list of CBE-A/Es, identifying each listed CBE-A/E based on each SIC/NAICS category, and each Technical Certification Category.

2 Proposers must utilize the most current certification list in complying with these Provisions. A current certification list may be obtained by contacting the Miami-Dade County Department of Small Business Development at 111 N.W. 1st Street, 19th Floor, Miami, Florida 33128 or by telephone at (305) 375-3111, facsimile (305) 375-3160. A copy of the certification application and list are also available on SBD's Web Page through Miami-Dade County's Internet Portal at http://www.miamidade.gov/sba/.

3. A CBE-A/E must have a Pre-Qualification certification and a valid CBE-A/E certification in effect at the time of proposal submittal. For successful proposers, certification must be maintained from the time of proposal submittal throughout the duration of the agreement. With the exception of provisions described in the CBE-A/E Ordinance for graduation from the CBE-A/E program, loss of CBE-A/E certification may lead to removal of the firm from continued participation in the CBE-A/E program. CBE-A/Es shall allow site visits by SBD staff to determine continuing compliance with certification requirements.

D. JOINT VENTURES

Only joint ventures approved by SBD in accordance with Administrative Order 3-32 are eligible to participate as joint ventures in the CBE-A/E program. Joint ventures must be lawfully established. All members of the joint venture must be certified as CBE-A/Es before the joint venture can be approved. Joint ventures can participate under the CBE-A/E program on contracts with CBE-A/E set-asides or subconsultant goals.

Joint ventures must submit, prior to proposal submission, a Joint Venture Agreement containing the following information:

1. A description of the financial contribution of each member;

2. A list of the personnel and equipment used by each member;

3. A detailed breakdown of the responsibility of each member and the work to be performed by each member;

4. An explanation of how the profits and/or losses will be distributed;

5. The bonding capacity of each member;

6. A description of any management or incentive fees for any of the members;

7. A statement of the percentage of the joint venture that is owned and controlled by the qualifying member(s) and the basis for claiming such percentage; and

8. A copy of any required State certificates or registrations.

E. CONTRACT MEASURES

Project specific and multiple project agreements for the purchase of architectural, landscape architectural, engineering, or surveying and mapping services, shall be reviewed for the application of agreement set-asides or subconsultant goals on such purchases.

1. Set-Aside Agreements

   a. Respondent's Responsibilities for Agreement Set-Asides:

      i. In order to submit a proposal on a set-aside agreement, the proposer (and all sub-consultants) must be certified as first-tier CBE-A/Es prior to proposal submission date. A CBE-A/E awarded a set-aside agreement shall not transfer to a non-CBE-A/E or a second-tier CBE-A/E, through subconsulting or otherwise, any part of the actual work of the agreement unless the proposal documents expressly and specifically permit such transfer as consistent with normal industry practice or the CBE-A/E requests and receives prior to agreement award, an approval letter from SBD.

      ii. A first tier CBE-A/E that performs the work of a set-aside agreement with its own forces may count such work towards reducing the CBE-A/E set-aside applied to the agreement by a maximum of one hundred (100) percent.

      iii. Respondents on agreement set-asides must submit completed "Letter(s) of Agreement" (Form CBE 105) at the time of proposal submission. Respondents who fail to submit the required Letter(s) of Agreement shall be considered non-responsive.

      iv. Defective Letter(s) of Agreement that are incomplete or inaccurate upon notification by the Department of Small Business Development may be corrected within 48 hours from notification by the department. Examples of defects include, but are not limited to, improperly executed letters, the

listing of unidentifiable CBE-A/Es and percentage miscalculations that are not mere clerical errors apparent on the face of the Letter of Agreement.

b. The following shall constitute a violation of these Provisions as they relate to an agreement that is set-aside:

i. Submission of Letter(s) of Agreement of first-tier CBE-A/E subconsultants that the respondent knew or should have known is incomplete or inaccurate;

ii. After proposal submission due date, deviations from the Letter of Agreement without the written approval of the Compliance Monitor;

iii. The utilization of a non-certified or a second-tier CBE-A/E.

iv. A first-tier CBE-A/E serving as a conduit for set-aside CBE-A/E work awarded to a firm as a first-tier CBE-A/E but which is being performed by a non-CBE-A/E or a second-tier CBE-A/E firm;

v. Not obtaining or retaining first-tier CBE-A/E certification while performing work on a set-aside designated for first-tier CBE-A/E firms;

vi. Failure to submit "Architecture & Engineering Utilization Reports";

vii. Failure to comply with first-tier CBE-A/E certification requirements including not maintaining a place of business in Miami-Dade County, not reporting organizational and operational changes, providing inaccurate or false information, and other certification related violations;

viii. Modifications to the terms and/or prices of payment to a first-tier CBE-A/E without prior approval from SBD; or

ix. Unjustified failure to enter into a written subconsultant agreement with a first-tier CBE-A/E after listing the firm on a "Letter of Agreement."

2. Subconsultant Goals

The purpose of a subconsultant goal is to have portions of the work under the prime consultant performed by available subconsultants that are certified CBE-A/Es for agreement values totaling not less than the percentage of the prime agreement value set out in the proposal form.

a. Respondent's Responsibilities for Subconsultant Goals:

i. Respondents must submit a completed Letter of Agreement (Form CBE 105) at the time of proposal submission identifying all CBE-A/Es to

be utilized to meet the subconsultant goal, the professional service designation of work each will perform, and the percentage of such work. The Letter of Agreement constitutes a written representation by the respondent that, to the best of the respondent's knowledge, the CBE-A/E/s listed is/are qualified and available to perform as specified. The Letter of Agreement is a commitment by the respondent that, if awarded the agreement, it will enter into written subconsultant agreements with the identified CBE-A/Es for the scope of work at the percentage set forth in the Letter of Agreement.

ii. Respondents who fail to submit the required Letter of Agreement at the time of proposal submission shall be considered non-responsive.

iii. Defective Letters of Agreement that are incomplete or inaccurate upon notification by the Department of Small Business Development may be corrected within 48 hours from notification by the department. Examples of defects include, but are not limited to, improperly executed letters, the listing of unidentifiable CBE-A/Es and percentage miscalculations that are not mere clerical errors apparent on the face of the Letter of Agreement.

iv. A successful respondent that is a CBE-A/E or a CBE-A/E joint venture may perform up to one hundred percent (100%) of a CBE-A/E subconsultant goal with its own forces.

v. Expenditures to subconsulting CBE-A/Es shall be counted toward meeting specified subconsultant goals as follows:

(1) One hundred percent (100%) of the expenditures to a CBE-A/E that performs a commercially useful function in the supply of services required for the fulfillment of the agreement;

(2) One hundred percent (100%) of the expenditures to CBE-A/Es that subconsult work further to non-CBE-A/Es, only if the proposal documents expressly and specifically permit such subconsulting as consistent with normal industry practice, or if the respondent or CBE-A/E requests and receives prior to agreement award an approval letter from SBD;

(3) One hundred percent (100%) of the expenditures to CBE-A/Es that perform actual work with their own forces;

(4) None of the expenditures to a CBE-A/E that acts essentially as a conduit to transfer funds to a non-CBE-A/E unless the proposal documents expressly and specifically permit such transfers as consistent with normal industry practice or the respondent or CBE-A/E requests and receives prior to agreement award an approval

letter from SBD; and

(5) Only expenditures to CBE-A/Es made under a written subconsultant agreement executed by both the prime consultant and the CBE-A/E shall be counted towards meeting the subconsultant goal.

vi. Respondents whose proposals do not meet the specified goal, in order to remain eligible, must submit to the Contracting Officer no later than 4:00 p.m. on the second business day following proposal submission, evidence proving the lack of available CBE-A/Es to afford effective competition to provide the services to meet the goal. To prove lack of availability, respondents must submit the following:

(1) Unavailability Certificates (Form CBE 103) either completed and signed by all of the CBE-A/Es certified to perform the scopes of work or completed and signed by the respondent explaining the contacts with all of the CBE-A/Es certified to perform the scopes of work, statements or actions of the CBE-A/Es showing unavailability, and the reason(s) why the CBE-A/Es' signature could not be obtained;

(2) A listing of any proposals received from a CBE-A/E, the scope of work, percentage of work and the respondent's reasons for rejecting each proposal;

(3) A statement of the respondent's contacts with SBD for assistance in determining available CBE-A/Es;

(4) A description of the respondent's process for soliciting and evaluating proposals from CBE-A/Es, including copies of telephone logs detailing time, date and name of contacts with potential subconsultants;

(5) Respondents may establish a CBE-A/E as unavailable if its proposal is not reasonably competitive with comparable proposals of non-CBE-A/E s for the same scope of work. To establish a CBE-A/E as unavailable if its proposal is not considered reasonably competitive, the prime consultant must furnish SBD with copies of all proposals received from all firms, both CBE-A/Es and non-CBE-A/Es, for each specific scope of work for which they are claiming that the proposal is not reasonably competitive. A CBE-A/E's proposal will be considered reasonably competitive if its proposal, for the same scope of work, is within 25% of the proposal of comparably sized non-CBE-A/E firms;

b. Respondents whose proposals do not meet the specified goal, and who do not

prove lack of availability as indicated in 2. (a.) (vi.) above are not in compliance with these Provisions. The following shall constitute non-compliance with these Provisions as it relates to an agreement which has a CBE-A/E subconsultant goal:

i. The utilization of a non-certified CBE-A/E;

ii. A CBE-A/E serving as a conduit for CBE-A/E work awarded to a firm as a CBE-A/E but which is being performed by a non-CBE-A/E firm;

iii. A prime consultant not meeting CBE-A/E subconsultant goal requirements;

iv. Not obtaining or retaining CBE-A/E certification while performing work designated for CBE-A/E firms;

v. Failure to submit Architecture & Engineering Utilization Reports;

vi. Deviations from the Letter of Agreement without prior approval from SBD;

vii. Termination of the CBE-A/E's agreement without prior approval from SBD;

viii. Reduction of the scope of work of a CBE-A/E subconsultant without prior approval from SBD;

ix. Modifications to the terms and/or prices of payment to a CBE-A/E without prior approval from SBD; or

x. Unjustified failure to enter into a written subconsultant agreement with a CBE-A/E after listing the firm on a Letter of Agreement.

c. County Responsibilities for Agreements Set-Asides and Subconsultant Goals:

i. SBD shall review the Letter/s of Agreement, and Unavailability Certificates to determine compliance with the agreement set-aside, or subconsultant goal stated in the proposal documents. The Compliance Monitor may meet with a respondent before recommending that the Contracting Officer determine non-compliance. This written recommendation shall be forwarded to the respondent and the Contracting Officer.

ii. In the event that the Contracting Officer receives a recommendation of non-compliance from the Compliance Monitor, he or she may conduct a meeting or hearing at which the respondent shall be afforded an

opportunity to present data supporting its compliance with the goal. The Contracting Officer shall consider the evidence and make a determination as to compliance.

F. DESIGN-BUILD CONTRACTS

The design portion of the design-build contract is subject to the procedures outlined in these Provisions.

G. PROMPT PAYMENT

It is the County's intent that all firms, including CBE-A/Es providing professional services to the County, shall receive payments promptly in order to maintain sufficient cash flow.

1. Prime Consultant Responsibilities

   a. A prime consultant shall include in its billing to Miami-Dade County, Fire or the Public Health Trust copies of those portions of the billings from CBE-A/E subconsultants utilized to meet the subconsultant goal applicable to the agreement which the prime consultant approves and whose cost is included in the payment amount requested from Miami-Dade County, Fire or the Public Health Trust.

   b. Prime consultant agreements to which a CBE-A/E subconsultant goal has been applied shall require that billings from CBE-A/Es be promptly reviewed and payment made to such CBE-A/Es on those amounts not in dispute within two (2) business days of receipt of payment therefore. The foregoing notwithstanding, the prime consultant shall pay billings from CBE-A/E subconsultants with whom they are in direct privity that are not in dispute within the timeframe recommended by the CBE-A/E Advisory Board and implemented by Administrative Order 3-32 as approved by the Board of County Commissioners.

   c. The prime consultant on an agreement to which a CBE-A/E subconsultant goal has been applied shall inform SBD, the Contracting Officer, and the CBE-A/E subconsultant, in writing, of those amounts billed by the CBE-A/E which are in dispute, and the specific reasons why they are in dispute, within seven (7) calendar days of submittal of such billing by the CBE-A/E subconsultant to the prime consultant.

   d. Failure of the prime consultant to comply with the applicable requirements of Section (G)(1)(c) above shall result in the prime consultant's forfeiture of the right to use the dispute as justification for not paying the CBE-A/E subconsultant and payment shall be forthcoming from the prime consultant.

2. County Responsibilities

a. Proposal documents for agreements with CBE-A/E agreement set-asides, or subconsultant goals shall require that billings from subconsultants under prime consultant agreements with Miami-Dade County, Fire or the Public Health Trust that are a CBE-A/E agreement set-aside or which contain a subconsultant goal shall be promptly reviewed and payment made by the County, Fire or Trust on those amounts not in dispute within fourteen (14) calendar days of receipt of such billing by the County, Fire or the Trust.

b. SBD may investigate reported instances of late payment to CBE-A/Es.

3. Finance Department Responsibilities

The Finance Department shall review billings from prime consultants under prime consultant agreements with Miami-Dade County, Fire, or the Public Health Trust that are a CBE-A/E agreement set-aside or which contain a subconsultant goal and make payment on those amounts not in dispute within fourteen (14) calendar days of receipt of billing.

H. AGREEMENT COMPLIANCE AND MONITORING

1. Compliance Review

a. The Compliance Monitor shall review respondent's submission for compliance with these Provisions on every agreement to which a CBE-A/E agreement set-aside, or subconsultant goal has been applied. The purpose of this review shall be for the Compliance Monitor to consider whether to recommend the respondent's proposal is determined to be in compliance or non-compliance with the requirements of these Provisions. The Compliance Monitor may consider relevant information from any person in making this decision. The Compliance Monitor may require the respondent to produce information deemed pertinent and appropriate and may obtain further information from whatever sources the Compliance Monitor deems appropriate.

b. The Compliance Monitor shall notify the respondent in writing stating the facts and the reasons on which the non-compliance is based. The respondent may request a meeting within five (5) business days from the date of the notification of non-compliance. The respondent shall supply further relevant information as required by the Compliance Monitor. No new or altered Letter of Agreement will be accepted.

c. The Compliance Monitor shall make a written recommendation to the Contracting Officer, which shall include a statement of the facts and reasons for which the non-compliance is based.

d. Following receipt of a recommendation of non-compliance from the

Compliance Monitor, the Contracting Officer shall review the Compliance Monitor's recommendation of respondent's non-compliance with these Provisions. The Contracting Officer shall notify the respondent of such non-compliance. The respondent may request a meeting within five (5) business days from the date of notification of non-compliance with the Contracting Officer if the Contracting Officer was not present at the first meeting referenced in Subsection (1)(b) above. The respondent shall supply further relevant information as required by the Compliance Monitor. No new or altered Letter of Agreement will be accepted.

e. The Contracting Officer, in conjunction with the Compliance Monitor, may conduct an informal meeting with the respondent. Other parties may be invited to offer information relevant to the issue of the respondent's non-compliance.

f. The Contracting Officer shall provide a written determination of the respondent's compliance with these Provisions, along with a recommendation whether to award the agreement to the respondent, to the County Manager. A copy of such recommendation shall be sent to the respondent. Such recommendation shall not affect the power of the Board of County Commissioners to reject the respondent's bid for any other reason or to take such action on the recommendation of the Contracting Officer as the Board deems appropriate.

g. Consideration of other proposals. If the Contracting Officer or Compliance Monitor deems it advisable in the interest of expediting the award of the agreement, the procedures set forth in this subsection may be carried out with respect to the proposals of one or more additional respondents at the same or different time with each such proceeding to be separately conducted.

h. Failure of respondent to participate. The respondent will be bound by the proceedings under this subsection to which they have been given required notice without regard to their participation or lack of participation. A lack of participation upon receiving notices and requests pursuant to these Provisions shall not be grounds for reconsideration of any action taken in the proceedings.

i. Miami-Dade County shall not award an agreement to any respondent which, in its determination, fails to comply with the applicable requirements of these Provisions. Nothing herein shall relieve any respondent from any of the terms, conditions or requirements of the contract or modify Miami-Dade County's rights as reserved in the agreement document.

2. Post-Award Compliance and Monitoring

a. Approval of Subconsultant Agreements

The Successful Respondent shall submit to the Contracting Officer, for approval, written subconsultant agreements corresponding in all respects to the Successful Respondent's Letter of Agreement. The Successful Respondent shall enter into a written subconsultant agreement with each listed CBE-A/E subconsultant and shall thereafter neither terminate any such subconsultant agreement, nor reduce the scope of work to be performed by, or decrease the price to be paid to the first tier CBE-A/Es thereunder, without in each instance obtaining prior written approval of the Contracting Officer. The Contracting Officer shall not give a final written determination without a recommendation from the Compliance Monitor.

b. Access to Records

Successful respondents and CBE-A/Es shall permit the County to have access during normal business hours to books and records relating to the respondent's compliance with the agreement set-aside, or subconsultant goal applied to the agreement or relating to CBE-A/E compliance with certification requirements. Such books and records include but are not limited to corporate documents, charters, organizational filings, tax filings, registrations, licenses, stock registrations, partnership agreements, contracts, subcontracts, joint venture agreements, telephone logs, checking accounts, journals, ledgers, correspondence, pension and benefits documents, and documents and records between the respondent or the CBE-A/E and other entities. This right of access shall be granted for one year after completion of the work or full payment of the agreement obligation, whichever comes last, or for one year after the expiration of CBE-A/E certification.

c. Access to Job Site

Successful respondents and CBE-A/Es shall permit the County to have access to project locations during normal business hours in order to conduct visual inspections and employee interviews.

d. Monthly/Quarterly Reporting

The successful respondent on a project that is a CBE-A/E agreement set-aside or on a project with CBE-A/E subconsultant goals shall submit monthly a Architecture & Engineering Utilization Report to the Compliance Monitor through the Contracting Officer on or before the tenth working day following the end of the month the report covers. The Compliance Monitor shall give standard reporting forms to the successful respondent. The Architecture & Engineering Utilization Report is to be completed by the successful respondent. Where a subconsultant goal has been imposed, the Architecture & Engineering Utilization Report shall include information on CBE-A/Es utilized to meet such subconsultant goal. Failure to comply with the reporting requirements may result in the imposition of contractual sanctions or

administrative penalties by the County.

e. Deviations from the Letter of Agreement

i. In the event that, during the performance of an agreement, the CBE-A/E is not able to provide the services specified on the Letter of Agreement, the successful respondent must locate a CBE-A/E to substitute for the unavailable CBE-A/E, unless the respondent can prove the lack of an available CBE-A/E to provide the services to be provided by the prior CBE-A/E. The successful respondent must receive approval for substitution from SBD by submitting a request in writing addressed to the Director of SBD through the Contracting Officer. The request must include a revised Letter of Agreement to include the substitute CBE-A/E. The Compliance Monitor will review the request and make a recommendation regarding the substitution to the Contracting Officer. A successful respondent that cannot secure a substitute CBE-A/E must provide a written statement to the Compliance Monitor and Contracting Officer that includes a list of the names, addresses, and telephone numbers of all CBE-A/Es contacted, and the date of contact for each CBE-A/E. All certified CBE-A/Es certified in the appropriate professional service area under the technical certification categories must be contacted in order to prove lack of an available CBE-A/E.

ii. The Compliance Monitor shall be responsible for monitoring the performance of the successful respondent regarding compliance with agreement set-asides, or subconsultant goals applied to the agreements. The Compliance Monitor may, at his or her discretion, investigate deviations in the utilization of CBE-A/Es from that described on the Schedule of Participation, and make recommendations regarding compliance to the Contracting Officer. The Contracting Officer shall not make a final determination without a recommendation regarding compliance from the Compliance Monitor. Deviations from the goal stated in the agreement that shall be monitored include, but are not limited to:

(1) Termination of a CBE-A/E's subconsultant agreement;

(2) Reduction in the scope of work to be performed by a CBE-A/E;

(3) Modifications to the terms of payment or price to be paid to a CBE-A/E; or

(4) Failure to enter into a subconsultant agreement with a CBE-A/E being utilized to meet a subconsultant goal.

iii. Excuse from entering into subconsultant agreements:

If, prior to execution of a subconsultant agreement required by these Provisions, the successful respondent submits a written request to the Contracting Officer demonstrating to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond his/her control of which he/she was not aware and could not reasonably have been aware until subsequent to the date of the award of the agreement, a CBE-A/E who is to enter into such subconsultant agreement has unreasonably refused to execute the subconsultant agreement, or is not available, the successful respondent shall be excused from executing such subconsultant agreement. The procedures of paragraphs (v.) and (vi.) below shall apply to this paragraph.

iv. Termination of Subconsultant Agreements:

If, after execution of a subcontract required by these Provisions the successful respondent submits a written request to the Contracting Officer and demonstrates to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond his/her control of which he/she was not aware and could not be reasonably have been aware until subsequent to the date of execution of such subconsultant agreement, a CBE-A/E, who entered into such subconsultant agreement has committed a material breach of the subconsultant agreement, the successful respondent shall be entitled to exercise such rights as may be available to him/her to terminate the subconsultant agreement. The procedures of paragraphs (v.) and (vi.) below apply to this paragraph.

v. County's Determination of Respondent's Excuse or Termination:

If the successful respondent at any time submits a written request to the Contracting Officer under the prior two paragraphs, the Contracting Officer as soon as practicable, shall determine whether the Successful Respondent has made the requisite demonstration, and shall not determine that such a demonstration has not been made without first providing the successful respondent, upon notice, an opportunity to present pertinent information and arguments. The procedures of paragraph (vi.) below apply to this paragraph.

vi. Alternative Subconsultant Agreements:

(1) If the successful respondent is excused from entering into a subconsultant agreement or rightfully terminates a subconsultant agreement under this Administrative Order and without such subconsultant agreement, the Successful Respondent will not achieve the level of CBE-A/E participation upon which the agreement was awarded, the Successful Respondent shall make every reasonable effort to propose and enter into an alternative

subconsultant agreement or subconsultant agreements for the same work to be performed by another available CBE-A/E as appropriate, for a subconsultant agreement price or prices totaling not less than the subconsultant agreement price under the excused or terminated subconsultant agreement, less all amounts previously paid thereunder.

(2) The Successful Respondent must submit to the Compliance Officer a revised Letter of Agreement to include the substitute CBE-A/E.

(3) A successful respondent that cannot secure a substitute CBE-A/E must provide a written statement to the Compliance Monitor and Contracting Officer that includes a list of the names, addresses, telephone numbers, and the date of contact for each CBE-A/E. All CBE-A/Es certified within the appropriate professional service area under the technical certification categories must be contacted.

(4) The Compliance Monitor may require the successful respondent to produce such information as the Compliance Monitor deems appropriate and may obtain further information from other sources. The Compliance Monitor shall make his/her recommendation under this paragraph to the Contracting Officer and forward a copy to the respondent.

(5) The Contracting Officer will consider objections to the Compliance Monitor's recommendation only if such written objections are received by the Contracting Officer within five (5) calendar days from the successful respondent's receipt of the Compliance Monitor's recommendation. The Contracting Officer with or without a hearing, and as he/she in his/her discretion may determine, will reply to the successful respondent's written objection within ten (10) days of receipt of these objections.

I. SANCTIONS FOR AGREEMENT VIOLATIONS

Proposal and agreement documents shall provide that, notwithstanding any other penalties or sanctions provided by law, a respondent's violation of or failure to comply with the CBE-A/E Ordinance, Administrative Order and these Provisions may result in the imposition of one or more of the following sanctions:

1. The suspension of any payment or-part thereof until such time as the issues concerning compliance are resolved;

2. Work stoppage;

3. Issuance of fines of up to two (2%) percent of the contract amount, said fines to be deducted from invoices;

4. Termination, suspension, or cancellation of the agreement in whole or part;

5. In the event a respondent or CBE-A/E attempts to comply with the provisions of this ordinance through fraud, misrepresentation, or material misstatement, or is found after a hearing to have discriminated in violation of Article VII of Chapter II A of the Miami-Dade County Code, the County shall, whenever practicable, terminate the agreement or require the termination or cancellation of the subconsultant agreement for the project on which the respondent or CBE-A/E committed such acts. In addition, and as a further sanction, the County Manager or his or her designee may impose any of the above-stated sanctions on any other agreements or subconsultant agreements the respondent or CBE-A/E has on County projects. In each instance, the respondent or CBE-A/E shall be responsible for all direct and indirect costs associated with such termination or cancellation including attorney's fees and costs. The respondent or CBE-A/E may also be subject to debarment.

6. In the event that a respondent fails to achieve the CBE-A/E measures after the agreement completion, the respondent will be required to make up the CBE-A/E deficit for an amount equal to double the amount of the CBE-A/E measure deficiency. The procedures for making up the CBE-A/E deficit are as follows:

   a. Upon completion of a County agreement with CBE-A/E measures, the compliance monitor for SBD, in accordance with County Code governing the CBE-A/E program, will obtain the final Architecture & Engineering Utilization Report and determine if the respondent has met the CBE-A/E measures.

   b. If the respondent has not met the CBE-A/E measures, the compliance officer will notify the respondent in writing of the CBE-A/E deficit.

   c. If the respondent is found in non-compliance with the CBE-A/E measures, the compliance officer may issue a letter of non-compliance requesting that the respondent make up the CBE-A/E deficit on an existing or future County agreement for double the amount of the deficit on the agreement in question. The respondent will also be required to submit a plan indicating any current or future County agreements in which the CBE-A/E deficit will be remedied.

   d. The respondent must respond to SBD in writing within ten (10) business days from the date of the non-compliance letter. The respondent must acknowledge receipt of the non-compliance letter and provide a plan to make up the CBE-A/E measure.

   e. The compliance monitor will review the plan for approval.

   f. When an agreement is identified in which the CBE-A/E measure deficit will be

remedied, the respondent will provide Letter(s) of Agreement for the CBE-A/E firm(s) that will be utilized in making up the deficit.

g. The respondent will remain in a non-compliance status until the CBE-A/E make-up goal has been achieved.

h. Failure of the respondent to make up the CBE-A/E measure when opportunities are available on existing or future County agreements will result in the sanctions or the imposition of other penalties, or as referenced in Sections I. and J.

Some of the agreement violations that may result in the imposition of the sanctions listed in Section I. above include, but are not limited to, the following:

i. A CBE-A/E serving as a conduit for CBE-A/E work awarded to a final as a CBE-A/E but which is being performed by a non-CBE-A/E firm;

ii. A prime consultant not meeting CBE-A/E Program subconsultant goal requirements;

iii. Not obtaining or retaining CBE-A/E certification while performing work designated for CBE-A/E firms;

iv. Failure to submit Architecture & Engineering Utilization Reports;

v. Failure to comply with CBE-A/E certification requirements, including not-maintaining a place of business in Miami-Dade County, not reporting organizational and operational changes, providing inaccurate or false information, and other certification related violations;

vi. Failure to maintain certification;

vii. Deviations from the Letter of Agreement without prior approval from SBD;

viii. Termination of the CBE-A/E's agreement without prior approval from SBD;

ix. Reduction of the scope of work of a CBE-A/E subconsultant agreement without prior approval from SBD;

x. Modifications to the terms and/or prices of payment to a CBE-A/E without prior approval from SBD; or

xi. Unjustified failure to enter into a written subconsultant agreement with a

CBE-A/E after listing the firm on a Letter of Agreement to meet a subconsultant goal.

J. ADMINISTRATIVE PENALTIES

1. DEBARMENT

   a. The County may debar a CBE-A/E or a non-CBE-A/E for violation of, or non-compliance with, the provisions of the County Code governing the CBE-A/E Program and implementing proposal documents.

   b. Causes for debarment are as noted in Section 10-38 of the Code. These include but are not limited to, a preponderance of evidence that the CBE-A/E has forfeited a bond or defaulted on financial assistance, either of which was provided under the CBE-A/E program; or if any individual or corporation, partnership or other entity, or any individual officer, shareholder with a significant interest, director or partner of such entity, qualifying agent or affiliated business of such entity attempts to comply with these Provisions through fraud, misrepresentation, or material misstatement.

2. DECERTIFICATION

   Violations of certification requirements are addressed in Section II of this Administrative Order 3-32.

K. APPEALS PROCESS

1. This appeals process does not apply to appeals of decisions made pursuant to proposal documents implementing the CBE-A/E program when such proposal documents provide procedures for appeals of such decisions.

2. Upon a denial of certification, a decertification, a determination of non-compliance with the requirements of provisions of the County Code governing the CBE-A/E program, or implementing proposal documents, which decision will be final unless appealed, the Compliance Monitor shall notify the affected party, in writing, setting forth the reasons for the determination and advising of this appeals process.

3. The affected party may appeal the determination by filing a written appeal with the Director of SBD within thirty (30) days of receipt of the notice.

4. SBD shall forward all written appeals to the RC. The RC or a committee thereof appointed by the chairperson shall hear all appeals and forward recommendations regarding the appeal to the County Manager.

5. Decisions by the County Manager shall be final unless the County Commission agrees in its sole discretion upon request by the affected party to review the County

Manager's decision.

L. APPENDICES

1. Forms
   a. Letter of Agreement (CBE 105)
   b. Certificate of Unavailability (CBE 103)
   c. Architecture & Engineering Utilization Report

Letter of Agreement

Community Business Enterprise Program

From: HDR Engineering, Inc.
Name of Proposer / Design-Builder

In response to Miami-Dade County's Project Number E09-SEA-01, the undersigned hereby agrees to utilize the Community Business Enterprise (CBE) firm listed below, performing the stated work at the stated percentage, if awarded the contract. The undersigned further certifies that the firm has been contacted and properly apprised of the projected work assignment(s) to be performed upon execution of the contract with Miami-Dade County. Further, by signing this Letter of Agreement the undersigned consents to be bound by all the Provisions of the CBE Ordinance No. 01-103 as amended.

Name of Firm: A.D.A. Engineering, Inc.
(Proposed Community Business Enterprise Subconsultant)

Name of Proposer (CBE meeting the goal)	CBE-A/E Certification No.	CBE-A/E Certification Exp.	Type of Work to be Performed (Technical Certification Categories)	Percentage Amount of Design Fee

Name of Subconsultant	CBE-A/E Certification No.	CBE-A/E Certification Exp.	Type of Work to be Performed (Technical Certification Categories)	Percentage Amount of Design Fee
ADA Engineering, Inc.	48	05/31/09	16.00 & 17.00	20%

I certify that the representations contained in this form are to the best of my knowledge true and accurate

Proposer's / Design Builder Signature	Proposer's / Design-Builder's Name/Title (Print)	(Date)
	CHARLES T. SINCLAIR, SR VICE PRESIDENT	5/22/09

THIS SECTION MUST BE COMPLETED BY THE CBE SUBCONSULTANT

ACKNOWLEDGMENT BY THE PROPOSED COMMUNITY BUSINESS ENTERPRISE FIRM

The undersigned has reasonably uncommitted capacity sufficient to provide the required services, all licenses and technical certifications necessary to provide such services, the ability to provide such services consistent with normal industry practice, and the ability to otherwise meet the proposal specifications.

CBE Subconsultant Signature	Date
Ivette O. Argudin	May 18, 2009
CBE Subconsultant Name (Print)	**Title**
Ivette O. Argudin	Vice President

A.D.A. Engineering, Inc.
Name of CBE Firm

CERTIFICATE OF UNAVAILABILITY

I, _____, _____
Name Title

of _____ certify that on _____
Firm Name Date

I contacted the _____
CBE-A/E

to obtain a bid for work items to be performed on Miami-Dade County Contract No. _____

Work Items Sought	Form of proposal sought

_____
Signature

_____
Print Name

_____
Title

I, _____ was offered the above opportunity to submit a proposal.
CBE-A/E

I am unavailable to perform the above work at the above specified time due to:

_____
_____
_____
_____
_____

I am aware that Miami-Dade County Administrative Order provides that: "Any CBE-A/E that fails to bid at a minimum the lesser of three (3) or 50 percent of the available projects, in its primary certified service area, during the certification year may be decertified or denied recertification.

_____ _____
Signature CBE Certification Number

_____ _____
Print Name Expiration Date

_____
Title

CBE 103

ARCHITECTURE & ENGINEERING UTILIZATION REPORT

☐ MONTHLY REPORT (PARTS 1A & 1B) ☐ FINAL REPORT (PARTS 1A, 2 & 3) ☐ CBE MEASURE

DBD DEPARTMENT OF BUSINESS DEVELOPMENT

PARTS 1A & 1B This part is to be completed by the Prime Consultant and forwarded to the User Department

This report is required by Miami Dade County. Failure to comply may result in MDC commencing proceedings to impose sanctions on the successful bidder, in addition to pursuing any other available legal remedy. Sanctions may include the suspension of any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any further contracts awarded by MDC. Pursuant to Florida Statues (F.S.) 837.06, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of their official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in F.S. 755.082, F.S. 755.083 and F.S. 755.084.

A	REPORTING PERIOD		CONTRACT NAME			CONTRACT NO.	
	FROM:		PROJECT LOCATION			START DATE	
	TO:		USER DEPARTMENT				
	CBE MEASURE:		DEPT. PROJ. MGR/CONTACT PERSON		PHONE	FACSIMILE	

PRIME CONSULTANT		CONTRACT AWARD DATE	CONTRACT AWARD AGREEMENT AMOUNT	CHANGE ORDER MODIFICATION AMOUNT	ADDITIONAL SERVICES AMOUNT
NAME OF FIRM					
ADDRESS			SCHEDULED COMPLETION DATE		PERCENTAGE OF CONTRACT COMPLETED
TELEPHONE		FACSIMILE	EMAIL	PROJECT MANAGER (PRIME CONTR.)	

AMOUNT REQUISITIONED THIS PERIOD	$	DATE REQUISITIONED		DID LAST PMT EQUAL REQUISITION AMOUNT?	YES ☐
TOTAL AMOUNT REQUISITIONED TO DATE	$				NO ☐
LAST PAYMENT BY MIAMI DADE COUNTY (MDC)	$	DATE OF LAST PMT BY MDC		IF NO PLEASE EXPLAIN	
TOTAL AMOUNT PAID BY MDC	$	WAS LAST PMT WITHIN 14 DAYS OF PRIME REQUISITION?	YES ☐ NO ☐		

B SUBCONSULTANTS' DATA

NAME OF SUBCONSULTANT	GOAL % (IF APPLICABLE)	DESCRIPTION OF WORK	SIGNED AGREEMENT ✓	AGREEMENT AMOUNT	AMOUNT SUB REQUISITIONED THIS PERIOD	DATE OF REQUISITION (FROM SUB)	AMT REQUISITIONED TO DATE	LAST PAYMENT AMT	LAST PAYMENT DATE	Was last pmt. Within 2 days of MDC payment to Prime? Y/N	AMT PAID TO DATE

AUTHORIZED SIGNATURE OF PRIME CONSULTANT | PRINT NAME | TITLE | DATE

101

ARCHITECTURE & ENGINEERING UTILIZATION REPORT - FINAL ONLY

PART 2 This part is to be completed by the Subconsultants and forwarded to the Prime Consultant.

SUBCONSULTANTS

NAME OF SUBCONSULTANT / AUTHORIZED SIGNATURE OF SUBCONSULTANT	TOTAL AGREEMENT AMOUNT	FINAL SUB REQUISITION AMOUNT	TOTAL PAID TO DATE TO SUBCONSULTANT	TOTAL SUB REQUISITIONED TO DATE	PROMPT PAYMENT ISSUES (Y/N)	DATE OF WORK COMPLETION	GOAL (%) IF APPLICABLE

PART 3 This part is to be executed by the Prime Consultant and forwarded to the User Department.

Sworn before me:

SIGNATURE OF AFFIANT (PRIME CONSULTANT) _____ TITLE _____ This _____ day of _____, 2002

PRINTED NAME OF AFFIANT _____ DATE _____ NOTARY PUBLIC _____

COUNTY USE This part is to be completed by the User Department at the time of Final Requisition to DBD.

AUTHORIZED SIGNATURE OF PROJ MGR/CONTACT PERSON _____ PRINT NAME _____ DATE _____

ATTACHMENT "C"

SEAPORT SECURITY CREDENTIAL PACKAGE

Cruise

Cruise Terminals
Cruise Lines
Cruise Packages
Travel Tips

Cargo

Container Terminals
Shipping Schedules
Steamship Lines Directory
Identification Cards
Security Gate System
Pre-Paid Scale
Crane Management

Business

Business Permits
Berth Request
Port Tariff
Port Statistics
Annual Financial Report
Sister Seaports
Port Partners
Business Directory

Identification Cards

Obtaining a permit allows companies to obtain Port of Miami Identification Cards for its personnel working at the Port. Valid Identification Cards are required:

1. The issuance of Port of Miami Identification Cards will be handled on a first come and first served-basis, between the hours of 6:00 AM and 3:30 PM, Monday through Friday. The Port of Miami One Day Pass office is open on Saturday and Sundays between the hours of 6:00 AM and 2:00 PM. The Credentials Section is located at 1001 North America Way, Room #111, Miami, Florida 33132, telephone: (305) 347-4955 and fax: (305) 347-3245.
2. Individuals requesting a Port of Miami Identification Card must bring a valid Florida Driver License or Identification Card, and a Passport, an original Birth Certificate, or other documents showing country legal status. The fee for a new Port of Miami Identification Card is $79.00 payable by cash, credit card, cashier's check, company check, or money order. Checks and money orders are made payable to the Port of Miami. Renewal fees are $79.00. A POM ID with no restricted area access is $55.00. A Florida Seaport Reciprocity ID card is $55.00. The lost card fee is $55.00, and a change of company fee is $25.00 per card. One Day Pass fees are $9.00 per card.
3. Companies and organizations requesting Port of Miami Identification Cards for their employees must make their requests, in writing, on company letterhead.
4. Willfully and knowingly providing false information in an attempt to obtain a Port of Miami Identification Card is a felony of the third degree and

Identification

Required Documents to Obtain ID Card
ID Card Application
ID Card Application Renewal
Lost/Stolen, Damaged or Change Application
Authorization Letter - Suggested Language
ID Card Letter Request
Special Dock Permit Application
Red Badge- No Access to Restricted Area Application
TWIC Affidavit

Port Information

Port Director
Port Security
Press Releases
Photo Gallery
Calendar
Capital Improvements
Environmental Awareness
Customer Service
Employee Recognition
Directions & Parking
Contact Us

punishable by up to five (5) years in jail and subject to a $5,000.00 fine (s. 775.082 or s. 775.083).

It is imperative for all Port of Miami Identification Card holders to ensure that their card is renewed prior to its expiration date.

For questions regarding Port of Miami Identification Cards, please call the Credentials Section at (305) 347-4955.

For questions regarding Port of Miami Business Permits, please call the Permit Section at (305) 347-4841 or (305) 347-4964.

If you cannot view PDF files, you can download Acrobat Reader for free from Adobe Systems, Inc. In order to use PDF files, you must have Acrobat installed on your computer.

Identification Cards
305-347-4955

Security Gate "Technical" Questions
305-347-4845

Seaport Security Operations
305-347-4800

Gate Manual

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MIAMI-DADE COUNTY

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REQUIRED DOCUMENTS
PORT OF MIAMI
IDENTIFICATION CARD

In order to facilitate the issuance of your Port of Miami Identification Card, please ensure that you have the necessary documents required for the type of identification card for which you are applying.

POM GREEN ID CARD
(UNESCORTED ACCESS)

Individual must possess a TWIC card in order to obtain a green POM ID with unescorted access to restricted areas. This POM ID will have the same expiration as the TWIC card (up to 5 years). Applicants must fill out an application and sign an affidavit.

POM YELLOW ID CARD
(ESCORTED ACCESS)

Individual does not have a TWIC card and is permitted to access restricted areas only under escort from a POM ID / TWIC card holder. This POM ID is issued annually and no affidavit is required.

> Note: Any person conducting an escort of a non-TWIC card holder in a Restricted Access Area must have a valid POM ID and TWIC. Escorts must stay with a non-TWIC card holder at all times.

POM RED ID CARD
(NO ACCESS)

Individual does not have a TWIC card and does not require regular access to the restricted areas (i.e. tenants of POM Administration Building, etc). This POM ID will be issued annually.

NEW APPLICANT:

POM Green ID Card	$	79.00
POM Yellow ID Card	$	79.00
POM Red ID Card	$	55.00
Florida Seaport Reciprocity Card	$	55.00

1. New applicants requesting a Port of Miami Identification Card must present the documents listed below in order to be processed for an identification card.

REQUIRED DOCUMENTS
PORT OF MIAMI
IDENTIFICATION CARD

2. An original letter from the employer, written on company letterhead, stating the reason for requesting a Port of Miami Identification Card and the type of access being requested (restricted areas and/or cargo areas). The letter of request must also contain the following information:
    a. Employee's Full Name
    b. Date of Birth
    c. Driver License Number
    d. Employee's Title
3. Original Driver License
4. Proof of Legal Status and Employment Eligibility in the United States. A list of acceptable documents are as follows:
    - U.S. Passport (unexpired or expired)
    - Voter's registration card (also submit a government-issued photo ID)
    - Certificate of U.S. Citizenship (USCIS Form N-560 or N-561)
    - Certificate of Naturalization (USCIS Form N-550 or N-570)
    - Unexpired Foreign Passport with I-551 stamp or attached Form I-94 indicating unexpired employment authorization
    - Permanent Resident Card or Alien Registration Receipt Card with photograph (USCIS Form I-151 or I-551)
    - Unexpired Temporary Resident Card (USCIS Form I-688)
    - Unexpired Employment Authorization Card (USCIS Form I-688A)
    - Unexpired Reentry Permit (USCIS Form I-327)
    - Unexpired Refugee Travel Document (USIS Form I-571)
    - Unexpired Employment Authorization Document Issued By USCIS that contains a photograph (USCIS Form-I688B)
    - Original or Certified Copy of Birth Abroad issued by the Department of State (Form FS-545 or Form DS-1350)
    - Original or certified copy of a birth certificate issued by a State, county, municipal authority or outlying possession of the United States bearing an official seal
    - Native American tribal document
    - U.S. Citizen ID Card (USCIS Form I-197)
    - ID Card for use of Resident Citizen in the United States
5. Cash, Credit Card (MasterCard, Visa, or American Express), Cashier's Check, Money Order, or Company Check (exact amount only).

REQUIRED DOCUMENTS
PORT OF MIAMI
IDENTIFICATION CARD

RENEWAL APPLICANT:

POM Green ID Card	$	79.00
POM Yellow ID Card	$	79.00
POM Red ID Card	$	55.00
Florida Seaport Reciprocity Card	$	55.00

1. An original letter from the employer written on company letterhead stating the reason for requesting a Port of Miami Identification Card and the type of access being requested (restricted areas and/or cargo areas). The letter must also contain the following information:
    a. Employee's full name
    b. Date of birth
    c. Driver License Number
    d. Employee's title
2. Original Driver License
3. Cash, Credit Card (MasterCard, Visa, or American Express), Cashier's Check, Money Order, or Company Check (exact amount only).

Note: The identification card must be renewed on or before its expiration date.

LOST OR STOLEN CARD:

1. An original letter from the employer written on company stationary stating the reason for requesting a Port identification card and type of access being requested (restricted areas and/or cargo areas). The letter must also contain the following information:
    a. Employee's full name
    b. Date of birth
    c. Driver License Number
    d. Employee's title
2. Police Report (The Credentials Section will re-issue an Identification Card with a case number pending a copy of the police report. Within two weeks (10 business days), the employee must provide a copy of the police report to the Credentials Section. Failure to do so may result in the deactivation of the identification card).
3. Original Driver License

4. **$55.00** Cash, Credit Card (MasterCard, Visa, or American Express), Cashier's Check, Money Order, or Company Check (exact amount only).

   Note: A lost or stolen identification card must be immediately reported to the Port of Miami Credentials Section. This will prevent someone else from gaining access to restricted areas of the Port using your identification card.

CHANGE OF COMPANY:

1. An original letter from the employer written on company stationary stating the reason for requesting a Port of Miami Identification Card and the type of access being requested (restricted areas and/or cargo areas). The letter must also contain the following information:
   a. Employee's full name
   b. Date of birth
   c. Employee's title
2. Original Driver License
3. **$25.00** Cash, Credit Card (MasterCard, Visa, or American Express), Cashier's Check, Money Order, or Company Check (exact amount only).

ONE-DAY PASS:

1. This pass can only be issued five (5) times within a ninety-day (90) period.
2. An original letter from the employer written on company letterhead stating the reason for requesting a "One-Day Pass" and the type of access being requested (restricted areas and/or cargo areas). The letter must also contain the following information:
   a. Employee's full name
   b. Date of birth
   c. Driver License Number; or Passport Number and Country of Issuance
   d. Employee's title
3. Non-U.S. citizen applicants or non-permanent residents of the U.S. must provide a passport along with Form I-94 or the visa waiver.

REQUIRED DOCUMENTS
PORT OF MIAMI
IDENTIFICATION CARD

4. Original Driver License
5. **$9.00** Cash, Credit Card (MasterCard, Visa, or American Express), Cashier's Check, Money Order, or Company Check (exact amount only).

   Note: If you have applied for a permanent Port of Miami Identification Card, a "One-Day Pass" may be issued if the applicant has not exceeded five (5) entries in ninety (90) days.

*If you have any questions or require further clarification, please contact the Port of Miami Credentials Section at **(305) 347-4955**.*

AUTHORIZATION LETTER – SUGGESTED LANGUAGE

Date

Port of Miami
Credentials Section
1015 N. America Way, 2nd Floor
Miami, Florida 33132

To Whom It May Concern:

The names signed below are authorized signatures for seaport credentials (i.e., Port of Miami Identification Card, One-Day Pass, or Special Dock Permits) requests. No other signatures are to be honored. We will notify you immediately of any changes.

We acknowledge that in signing a seaport credential request, the authorized party is certifying that the applicant is employed by our company and that the applicant is being submitted for a seaport credential in accordance with Florida Statute, Chapter 311, Chapter 28A of the Code of Miami-Dade County, and 33 Code of Federal Regulations, Part 105. Additionally, we certify that we are knowledgeable of the Florida Department of Law Enforcement Criminal History Records Checks rules and agree to comply with all provisions of these rules prior to requesting seaport credentials for our employees.

We also agree that this applicant will use the seaport credential only to conduct official business for this company. Finally, we agree to return all seaport credentials immediately upon expiration or termination of the employee. We understand that failure to comply with the above may result in the suspension of seaport credential privileges to our company.

Sincerely,

Signature of Company Representative

_____

Print Name and Title

NOTE: A maximum of 3 authorized signatures are allowed and must be properly listed below. Any additional signatures will cause this document to be invalid.

NAME AND TITLE OF AUTHORIZED COMPANY REPRESENTATIVES:	SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVES:
1. _____	1. _____
2. _____	2. _____
3. _____	3. _____

Revised 10.01.2008

USING YOUR OWN COMPANY'S LETTERHEAD
PLEASE FOLLOW THE FORMAT BELOW

Date

Port of Miami
Credentials Section
1015 North America Way, 2nd Floor
Miami, Florida 33132

Re: Request for a Port of Miami Identification Card (POM ID)

To Whom It May Concern:

We acknowledge that in signing this letter for the request of a POM ID, the authorized party is employed by our company. Additionally, we agree that this applicant will use this POM ID only to conduct business for this company. Finally, we agree to return the POM ID immediately, upon expiration of card or termination of employment. We understand that failure to comply with the above may result in the suspension of POM ID privileges to our company.

1. Employee Information:

Last Name	First Name	Full Middle Name

*Note: Applicant's name must be printed as it appears in the Driver License or other Government Issued ID.

Date of Birth	Driver License #	Exp. Date	State of Issuance

2. Reason to Obtain POM ID Card:

☐ New ☐ Renewal ☐ Add Company ☐ Change of Company

☐ Damage / Mutilated ☐ Name Change ☐ Other _____

☐ Lost / Stolen Police Report # _____

3. Type of POM ID Card Being Requested:

☐ Non-Restricted Access ☐ Cargo Areas ☐ Cruise Areas

Sincerely,

_____
Authorized Signature of Company Representative

_____
Authorized Company Representative Name

_____
Title

_____
Contact Phone Number

Revised 10.01.2008

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PORT OF MIAMI IDENTIFICATION CARD APPLICATION
NEW

SECTION 1: APPLICANT INFORMATION			OFFICIAL USE ONLY
APPLICATION DATE / /	ID#		**REQUIRED DOCUMENTS** ☐ TWIC CARD *EXPIRATION:* / /
LAST NAME	FIRST NAME		☐ US PASSPORT
MIDDLE NAME	ALIAS OR NICKNAME		☐ US BIRTH CERTIFICATE
HOME PHONE	MOBILE PHONE	WORK PHONE	☐ NATURALIZATION CERTIFICATE ☐ COMPANY LETTER
DATE OF BIRTH / /	PLACE OF BIRTH (IF NOT US BORN, PROVIDE PROOF OF WORK ELIGIBILITY)		☐ DRIVER LICENSE ☐ UNION CARD
HEIGHT	WEIGHT	RACE	☐ WORK AUTHORIZATION *EXPIRATION:* / /
HAIR COLOR	EYE COLOR	GENDER MALE ☐ FEMALE ☐	**PAYMENTS** ☐ $ 79.00 NEW IDENTIFICATION CARD
SOCIAL SECURITY#	ALIEN REGISTRATION#		☐ $ 79.00 RENEWAL ☐ $ 25.00 CHANGE OF COMPANY
DRIVER LICENSE#	STATE OF ISSUE		☐ $ 55.00 LOST OR STOLEN ☐ $ 55.00 RECIPROCITY
SECURITY GUARD LICENSE CLASS D#: _____ CLASS G#: _____ EXPIRATION: / / EXPIRATION: / /			*RECEIPT#:* _____ ☐ CASH ☐ PRE-PAID ☐ COMPANY CHECK ☐ CREDIT ☐ MONEY ORDER *PROCESSED BY:* _____ *DATE:* / /
			☐ FINGERPRINTS COMPLETE *TCN#:* _____ *PROCESSED BY:* _____ *DATE:* / /

PLEASE PROVIDE RESIDENTIAL HISTORY FOR THE PAST FIVE (5) YEARS, START WITH CURRENT ADDRESS

START DATE: / / END DATE: / /

HOME ADDRESS:

CITY: STATE: ZIP:

START DATE: / / END DATE: / /

HOME ADDRESS:

CITY: STATE: ZIP:

START DATE: / / END DATE: / /

HOME ADDRESS:

CITY: STATE: ZIP:

INITIALS:_____

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PORT OF MIAMI IDENTIFICATION CARD APPLICATION
NEW

SECTION 2: EMPLOYMENT INFORMATION			OFFICIAL USE ONLY
EMPLOYER'S NAME			
EMPLOYER'S ADDRESS			
CITY	STATE	ZIP	
EMPLOYER'S PHONE	EMPLOYER'S FAX		
APPLICANT'S TITLE	APPLICANT'S DEPARTMENT		

BADGE TYPE

☐ RED ☐ GREEN ☐ GRAY
☐ YELLOW ☐ GRAY/RED
☐ LAW ENFORCEMENT

PORT ID EXPIRATION: / /

RESTRICTED ACCESS AREAS (RAA)

☐ CARGO TERMINAL ☐ CRUISE TERMINAL ☐ CRUISE WATERSIDE
☐ SHED B ☐ PORT BRIDGE PARKING

PUBLIC ACCESS AREAS

☐ POM ADMINISTRATION OFFICES ☐ ROYAL CARIBBEAN OFFICES

SPECIAL ACCESS

☐ MAINTENANCE ☐ IT
☐ ESSENTIAL ☐ PARKING
☐ PORT DIRECTOR

PLEASE PROVIDE EMPLOYEMENT HISTORY FOR THE PAST FIVE (5) YEARS, START WITH CURRENT EMPLOYER

START DATE: / / END DATE: / / TITLE:
COMPANY NAME:
COMPANY ADDRESS:
CITY: STATE: ZIP:

START DATE: / / END DATE: / / TITLE:
COMPANY NAME:
COMPANY ADDRESS:
CITY: STATE: ZIP:

START DATE: / / END DATE: / / TITLE:
COMPANY NAME:
COMPANY ADDRESS:
CITY: STATE: ZIP:

START DATE: / / END DATE: / / TITLE:
COMPANY NAME:
COMPANY ADDRESS:
CITY: STATE: ZIP:

START DATE: / / END DATE: / / TITLE:
COMPANY NAME:
COMPANY ADDRESS:
CITY: STATE: ZIP:

Port Miami

PORT OF MIAMI IDENTIFICATION CARD APPLICATION
NEW

MIAMI-DADE COUNTY

SECTION 3: APPLICANT CRIMINAL BACKGROUND HISTORY DISCLOSURE

Persons seeking unescorted access to Restricted Access Areas (RAA) at the Port of Miami on a regular basis are subject to the requirements of the Maritime Transportation Security Act that authorizes the United States Coast Guard to regulate seaport security, and Title 33, Code of Federal Regulations, Part 105, requires each seaport to have an approved facility security plan. I further understand that compliance with Florida Statute Section 311.12 is part of the Port of Miami's approved Facility Security Plan and that Florida Statute Section 311.12 includes access control provisions requiring criminal background checks for individuals seeking access to the Port of Miami RAA on a regular basis. I further understand that the Port Director may deny my application for access to the Port. **INITIALS:**_____

Any person who has in his or her possession a concealed weapon, or who operates or has possession or control of a vehicle in or upon which a concealed weapon is placed or stored, while in a designated restricted area on seaport property commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083. **INITIALS:**_____

I hereby authorize any representative of the Port of Miami Credentials Section to obtain any records or information pertaining to my arrest record or criminal history, and I direct any representative of any law enforcement or criminal justice agency to release such information upon request of the bearer. ☐ **I AGREE** ☐ **I DECLINE** **INITIALS:**_____

The undersigned applicant acknowledges and consents to the Port of Miami Credentials Section providing the information contained in this application including the applicant's social security number to the U.S. Department of Homeland Security (DHS), Federal Bureau of Investigation, U.S. Customs and Border Protection, Florida Department of Law Enforcement and U.S. Immigration and Customs Enforcement pursuant to applicable federal laws, rules or regulations as may be amended. The information will be disclosed to DHS personnel and contractors or other agents who need information to assist in activities related to port security threat assessments. Applicants who elect to decline authorization for the Port of Miami Credentials Section to transmit their social security number to DHS shall check the "I decline" box below with the understanding that such action may result in delays or make it impossible to complete the assessment.
☐ **I AGREE** ☐ **I DECLINE** **INITIALS:**_____

☐ **I HAVE** or ☐ **I HAVE NOT** used illegal drugs within the three (3) years immediately preceding the date of this statement. Florida Statute 311.12 (3) (e). **INITIALS:**_____

Have you been at any time incarcerated, convicted or had withhold adjudication of any crime listed below? Please be advised that additional information may be requested for the purpose of verifying criminal history information.

☐ **YES** or ☐ **NO** *If yes, provide date:* / / *Probation/Supervision/Parole end date:* / /

Port of Miami

PORT OF MIAMI IDENTIFICATION CARD APPLICATION
NEW

MIAMI-DADE COUNTY

INDICATE BELOW IF YOU HAVE BEEN CONVICTED, REGARDLESS OF WHETHER OR NOT ADJUDICATION WAS WITHHELD, FOR ANY OF THE FOLLOWING DENIABLE OFFENSES WITHIN THE PAST SEVEN (7) YEARS:					
OFFENSE	**YES**	**NO**	**OFFENSE**	**YES**	**NO**
Treason			Aircraft Piracy		
Murder			Unlawful throwing, placing, or discharging of a destructive device or bomb		
Manslaughter			Any felony which involves the use or threat of physical force or violence against any individual		
Felony involving theft			Forcing, compelling, or coercing another to become a prostitute		
Planting a hoax bomb			Abuse and neglect of an elderly person or disabled adult, penalties		
Sexual Battery			Abuse and neglect of a child, penalties		
Carjacking			Offenses against police dogs, fire dogs, SAR dogs, or police horses		
Home Invasion Robbery			Subversive activities unlawful, penalty		
Robbery			Terrorism, including any offense against computer users		
Burglary			Any violation involving the manufacture, possession, sale, delivery, display, use, or attempted use of a weapon of mass destruction or hoax weapon of mass destruction		
Arson			Dealing in stolen property		
Kidnapping			Any violation involving the importation, sale, manufacturing, delivery, or possession with intent to sell, manufacture, or deliver a controlled substance		
Aggravated Assault			Commission or attempted commission of a felony while displaying, using, threatening, or attempting to use a firearm or weapon		
Aggravated Battery			Any crime with an element of which include use or possession of a firearm		
Aggravated Stalking			Use of commercial transportation in the commission of a felony		
Racketeering			Criminal use of personal identification		
Money Laundering			Violation relating to the transportation of hazardous materials		
Bribery			Criminal anarchy or inciting insurrection		
			Conspiracy to commit any of the above listed offenses		

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INITIALS:_____

PORT OF MIAMI IDENTIFICATION CARD APPLICATION
NEW

PLEASE INDICATE THAT YOU HAVE READ AND UNDERSTAND EACH STATEMENT BY PROVIDING YOUR INITIALS IN THE BOX TO THE LEFT OF THE STATEMENT.	
	ID Card Holders must maintain a valid identification card. A valid identification card has a current expiration date and has been issued in accordance with the U.S. Coast Guard approved Port of Miami Facility Security Plan. ID Card Holders with expired ID cards are considered new applicants applying for clearance in accordance with Florida Department of Law Enforcement requirements.
	ID Card Holders must comply with all port access control procedures.
	All ID cards are the property of the Port of Miami and shall be surrendered upon termination of employment to your former employer or the Port of Miami Credentials Section. Failure to do so shall constitute a violation of Chapter 28A of Miami-Dade County.
	ID cards are not transferable and must be visibly displayed, above the waist, at all times while on the Port of Miami as well as while visiting and/or working within the restricted areas of the Port.
	In the event of a loss or theft of an ID card, ID Card Holders must immediately notify his/her employer or the Port of Miami Credentials Section. A police report must be prepared for such an occurrence. A replacement fee of $50.00 will be assessed and collected by the Port of Miami Credentials Section before a replacement ID card is issued. At the time of the replacement card request, a new verification of employment may be required.
	The Seaport Director reserves the right to revoke authorization to possess an ID card.
	ID Card Holders working in an area of cargo operations or other restricted areas are responsible for notifying a law enforcement officer, security officer, private security guard or seaport employee of any individual(s) not visibly displaying or producing upon request an ID card, in violation of Chapter 28A. All ID Card Holders are required to immediately report suspicious activity and suspected violations of federal, state or local laws and ordinance violations. This shall include suspected violations of United States Coast Guard, U.S. Customs and Border Protection and Florida Department of Law Enforcement Compliance Regulations and Standards, to the Seaport Director, any member of the Port of Miami, the Miami-Dade Police Department or any member of agencies charged with securing the security of the Port of Miami.
	ID Card Holders shall within ten (10) days report in writing to the Port of Miami Credentials Section, 1001 N. America Way, Suite 111, Miami, FL, 33132, any felony arrest, conviction, or finding of guilt. Failure to notify the Port of Miami Credentials Section of this information will result in immediate deactivation of the ID card and may subject the individual to permanent revocation of the ID card.
	ID Card Holders shall within ten (10) days notify the Port of Miami Credentials Section of any change in employment or personal data information such as changes in legal name, contact information such as address and telephone number. A replacement fee of $25.00 will be assessed and collected by the Port of Miami Credentials Section before a replacement ID card is issued.

CERTIFICATION OF THE APPLICANT WITH RESPECT TO THIS
APPLICATION PROCESS REQUIRING FULL DISCLOSURE OF INFORMATION

I have read and agree to abide by the responsibilities set forth in this identification card request. I understand that a knowing and willful false statement on this application can be punished by fine or imprisonment or both. I understand that knowingly providing false information on this application or any portion of the ID application process may subject me to criminal prosecution and will minimally result in the permanent denial or revocation of my Port of Miami ID card. I understand that upon termination of my official employment at the Port of Miami, in any capacity where I am required to have the issued Port of Miami ID card, I will immediately return my ID card to my former employer or directly to the Port of Miami Credentials Section and that failure to do so will constitute a violation of Miami-Dade County Ordinance.

APPLICANT FULL NAME	APPLICANT TITLE
APPLICANT SIGNATURE	DATE

OFFICIAL USE ONLY	
APPLICATION VERIFIED BY	DATE
COMMENTS	

PORT OF MIAMI IDENTIFICATION CARD APPLICATION
RENEW

SECTION 1: APPLICANT INFORMATION			OFFICIAL USE ONLY
APPLICATION DATE / /	ID#		**REQUIRED DOCUMENTS** ☐ TWIC CARD *EXPIRATION:* / / ☐ US PASSPORT ☐ US BIRTH CERTIFICATE ☐ NATURALIZATION CERTIFICATE ☐ COMPANY LETTER ☐ DRIVER LICENSE ☐ UNION CARD ☐ WORK AUTHORIZATION *EXPIRATION:* / /
LAST NAME	FIRST NAME		
MIDDLE NAME	ALIAS OR NICKNAME		
HOME PHONE	MOBILE PHONE	WORK PHONE	
DATE OF BIRTH / /	PLACE OF BIRTH (IF NOT US BORN, PROVIDE PROOF OF WORK ELIGIBILITY)		
HEIGHT	WEIGHT	RACE	
HAIR COLOR	EYE COLOR	GENDER MALE ☐ FEMALE ☐	
SOCIAL SECURITY#	ALIEN REGISTRATION#		**PAYMENTS** ☐ $ 79.00 NEW IDENTIFICATION CARD ☐ $ 79.00 RENEWAL ☐ $ 25.00 CHANGE OF COMPANY ☐ $ 55.00 LOST OR STOLEN ☐ $ 55.00 RECIPROCITY *RECEIPT#:* _____ ☐ CASH ☐ PRE-PAID ☐ COMPANY CHECK ☐ CREDIT ☐ MONEY ORDER *PROCESSED BY:* _____ *DATE:* / /
DRIVER LICENSE#	STATE OF ISSUE		
SECURITY GUARD LICENSE CLASS D#: _____ CLASS G#: _____ EXPIRATION: / / EXPIRATION: / /			
HOME ADDRESS: CITY: STATE: ZIP:			☐ FINGERPRINTS COMPLETE *TCN#:* _____ *PROCESSED BY:* _____ *DATE:* / /

SECTION 2: EMPLOYMENT INFORMATION			OFFICIAL USE ONLY
EMPLOYER'S NAME			**BADGE TYPE** ☐ RED ☐ GREEN ☐ GRAY ☐ YELLOW ☐ GRAY/RED ☐ LAW ENFORCEMENT PORT ID EXPIRATION: / /
EMPLOYER'S ADDRESS			
CITY	STATE	ZIP	
EMPLOYER'S PHONE	EMPLOYER'S FAX		
APPLICANT'S TITLE	APPLICANT'S DEPARTMENT		
RESTRICTED ACCESS AREAS (RAA) ☐ CARGO TERMINAL ☐ CRUISE TERMINAL ☐ CRUISE WATERSIDE ☐ SHED B ☐ PORT BRIDGE PARKING **PUBLIC ACCESS AREAS** ☐ POM ADMINISTRATION OFFICES ☐ ROYAL CARIBBEAN OFFICES			**SPECIAL ACCESS** ☐ MAINTENANCE ☐ IT ☐ ESSENTIAL ☐ PARKING ☐ PORT DIRECTOR

PORT OF MIAMI IDENTIFICATION CARD APPLICATION
RENEW

SECTION 3: APPLICANT CRIMINAL BACKGROUND HISTORY DISCLOSURE

Persons seeking unescorted access to Restricted Access Areas (RAA) at the Port of Miami on a regular basis are subject to the requirements of the Maritime Transportation Security Act that authorizes the United States Coast Guard to regulate seaport security, and Title 33, Code of Federal Regulations, Part 105, requires each seaport to have an approved facility security plan. I further understand that compliance with Florida Statute Section 311.12 is part of the Port of Miami's approved Facility Security Plan and that Florida Statute Section 311.12 includes access control provisions requiring criminal background checks for individuals seeking access to the Port of Miami RAA on a regular basis. I further understand that the Port Director may deny my application for access to the Port. **INITIALS:**_____

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Have you been at any time incarcerated, convicted or had withhold adjudication of any crime listed below? Please be advised that additional information may be requested for the purpose of verifying criminal history information.

☐ **YES** or ☐ **NO** *If yes, provide date:* / / *Probation/Supervision/Parole end date:* / /

Port Miami

PORT OF MIAMI IDENTIFICATION CARD APPLICATION
RENEW

MIAMI-DADE COUNTY

INDICATE BELOW IF YOU HAVE BEEN CONVICTED, REGARDLESS OF WHETHER OR NOT ADJUDICATION WAS WITHHELD, FOR ANY OF THE FOLLOWING DENIABLE OFFENSES WITHIN THE PAST SEVEN (7) YEARS:					
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Murder			Unlawful throwing, placing, or discharging of a destructive device or bomb		
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Robbery			Terrorism, including any offense against computer users		
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Aggravated Stalking			Use of commercial transportation in the commission of a felony		
Racketeering			Criminal use of personal identification		
Money Laundering			Violation relating to the transportation of hazardous materials		
Bribery			Criminal anarchy or inciting insurrection		
			Conspiracy to commit any of the above listed offenses		

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INITIALS:_____

PORT OF MIAMI IDENTIFICATION CARD APPLICATION
RENEW

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CERTIFICATION OF THE APPLICANT WITH RESPECT TO THIS
APPLICATION PROCESS REQUIRING FULL DISCLOSURE OF INFORMATION

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APPLICANT FULL NAME	**APPLICANT TITLE**
APPLICANT SIGNATURE	**DATE**

OFFICIAL USE ONLY	
APPLICATION VERIFIED BY	DATE
COMMENTS	

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INITIALS:_____

PORT OF MIAMI IDENTIFICATION CARD APPLICATION
LOST/STOLEN, DAMAGED, OR CHANGE OF COMPANY

SECTION 1: APPLICANT INFORMATION

APPLICATION DATE / /	ID#	
LAST NAME	FIRST NAME	
MIDDLE NAME	ALIAS OR NICKNAME	
HOME PHONE	MOBILE PHONE	WORK PHONE
DATE OF BIRTH / /	PLACE OF BIRTH (IF NOT US BORN, PROVIDE PROOF OF WORK ELIGIBILITY)	
SOCIAL SECURITY#		
DRIVER LICENSE#	STATE OF ISSUE	

SECURITY GUARD LICENSE

CLASS D#: _____ CLASS G#: _____

EXPIRATION: / / EXPIRATION: / /

OFFICIAL USE ONLY

REQUIRED DOCUMENTS

- ☐ TWIC CARD
  EXPIRATION: / /
- ☐ US PASSPORT
- ☐ US BIRTH CERTIFICATE
- ☐ NATURALIZATION CERTIFICATE
- ☐ COMPANY LETTER
- ☐ DRIVER LICENSE
- ☐ UNION CARD
- ☐ WORK AUTHORIZATION
  EXPIRATION: / /

PAYMENTS

- ☐ $ 25.00 CHANGE OF COMPANY
- ☐ $ 55.00 LOST OR STOLEN
- ☐ DAMAGED (NO CHARGE)

RECEIPT#: _____

☐ CASH ☐ PRE-PAID ☐ COMPANY CHECK

☐ CREDIT ☐ MONEY ORDER

PROCESSED BY: _____

DATE: / /

SECTION 2: EMPLOYMENT INFORMATION

EMPLOYER'S NAME		
EMPLOYER'S ADDRESS		
CITY	STATE	ZIP
EMPLOYER'S PHONE	EMPLOYER'S FAX	

CERTIFICATION OF THE APPLICANT WITH RESPECT TO THIS APPLICATION PROCESS REQUIRING FULL DISCLOSURE OF INFORMATION

I have read and agree to abide by the responsibilities set forth in this identification card request. I understand that a knowing and willful false statement on this application can be punished by fine or imprisonment or both. I understand that knowingly providing false information on this application or any portion of the ID application process may subject me to criminal prosecution and will minimally result in the permanent denial or revocation of my Port of Miami ID card. I understand that upon termination of my official employment at the Port of Miami, in any capacity where I am required to have the issued Port of Miami ID card, I will immediately return my ID card to my former employer or directly to the Port of Miami Credentials Section and that failure to do so will constitute a violation of Miami-Dade County Ordinance.

OFFICIAL USE ONLY

BADGE TYPE

☐ RED ☐ GREEN ☐ GRAY

☐ YELLOW ☐ GRAY/RED

☐ LAW ENFORCEMENT

PORT ID EXPIRATION: / /

SPECIAL ACCESS

☐ MAINTENANCE ☐ IT

☐ ESSENTIAL ☐ PARKING

☐ PORT DIRECTOR

APPLICATION VERIFIED BY:

_____

DATE: / /

APPLICANT FULL NAME	**APPLICANT TITLE**
APPLICANT SIGNATURE	**DATE**

182 INITIALS:_____

PORT OF MIAMI IDENTIFICATION CARD APPLICATION
NO ACCESS TO RESTRICTED AREA (RED BADGE)

SECTION 1: APPLICANT INFORMATION			OFFICIAL USE ONLY
APPLICATION DATE / /	ID#		**REQUIRED DOCUMENTS** ☐ TWIC CARD *EXPIRATION:* / / ☐ US PASSPORT ☐ US BIRTH CERTIFICATE ☐ NATURALIZATION CERTIFICATE ☐ COMPANY LETTER ☐ DRIVER LICENSE ☐ UNION CARD ☐ WORK AUTHORIZATION *EXPIRATION:* / /
LAST NAME	FIRST NAME		
MIDDLE NAME	ALIAS OR NICKNAME		
HOME PHONE	MOBILE PHONE	WORK PHONE	
DATE OF BIRTH / /	PLACE OF BIRTH (IF NOT US BORN, PROVIDE PROOF OF WORK ELIGIBILITY)		
SOCIAL SECURITY#			
DRIVER LICENSE#	STATE OF ISSUE		
SECURITY GUARD LICENSE CLASS D#: _____ CLASS G#: _____ EXPIRATION: / / EXPIRATION: / /			**PAYMENTS** ☐ $ 55.00 NO ACCESS TO RESTRICTED AREA (RED BADGE) *RECEIPT#:* _____ ☐ CASH ☐ PRE-PAID ☐ COMPANY CHECK ☐ CREDIT ☐ MONEY ORDER *PROCESSED BY:* _____ *DATE:* / /

SECTION 2: EMPLOYMENT INFORMATION			OFFICIAL USE ONLY
EMPLOYER'S NAME			**BADGE TYPE** ☐ RED ☐ GREEN ☐ GRAY ☐ YELLOW ☐ GRAY/RED ☐ LAW ENFORCEMENT PORT ID EXPIRATION: / /
EMPLOYER'S ADDRESS			
CITY	STATE	ZIP	
EMPLOYER'S PHONE	EMPLOYER'S FAX		
CERTIFICATION OF THE APPLICANT WITH RESPECT TO THIS APPLICATION PROCESS REQUIRING FULL DISCLOSURE OF INFORMATION **I have read and agree to abide by the responsibilities set forth in this identification card request. I understand that a knowing and willful false statement on this application can be punished by fine or imprisonment or both. I understand that knowingly providing false information on this application or any portion of the ID application process may subject me to criminal prosecution and will minimally result in the permanent denial or revocation of my Port of Miami ID card. I understand that upon termination of my official employment at the Port of Miami, in any capacity where I am required to have the issued Port of Miami ID card, I will immediately return my ID card to my former employer or directly to the Port of Miami Credentials Section and that failure to do so will constitute a violation of Miami-Dade County Ordinance.**			**SPECIAL ACCESS** ☐ MAINTENANCE ☐ IT ☐ ESSENTIAL ☐ PARKING ☐ PORT DIRECTOR **APPLICATION VERIFIED BY:** _____ **DATE:** / /

APPLICANT FULL NAME	APPLICANT TITLE
APPLICANT SIGNATURE	DATE

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INITIALS:_____

Transportation Worker Identification Credential (TWIC)

Approved Identity Verification Documents

TWIC applicants are required to provide documentation that verifies their identity during the enrollment process. Acceptable forms of identification are listed below -- applicants can furnish either one document from List A *or* two documents from List B (with one of the two being a government-issued photo ID.) Applicants are also required to present the appropriate documentation in order to verify their immigration status if they are not U.S. citizens or nationals or in cases where they are a U.S. citizen, but were born abroad.

List A (one document)

- Unexpired U. S. passport book or passport card
- Unexpired Permanent Resident Card
- Unexpired Alien Registration Receipt Card with photograph
- Unexpired foreign passport
- Unexpired Employment Authorization Document (I-766)
- Unexpired Free and Secure Trade (FAST) Card
- Unexpired NEXUS Card
- Unexpired Secure Electronic Network for Travelers Rapid Inspection (SENTRI) Card
- Unexpired Merchant Mariner Document (MMD)

List B (need two and one must be a government-issued photo ID)

- U. S. Certificate of Citizenship (N-560, 561)
- U. S. Certificate of Naturalization (N-550 or 570)
- Driver's license issued by a State or outlying possession of the United States (this includes an Enhanced Driver's License)
- ID card issued by a State or outlying possession of the United States
    - Must include a State or State agency seal or logo (such as state port authority ID or State University ID)
- Original or certified copy of birth certificate issued by a State, county, municipal authority, or outlying possession of the United States bearing an official seal
- Voter's registration card
- U. S. military ID card *or* U. S. retired military ID
- U. S. military dependent's card
- Consular Report of Birth Abroad
- Expired U. S. passport
- Native American tribal document

- U. S. Social Security card
- U. S. Citizen card I-197
- U. S. Military discharge papers DD-214
- Department of Transportation (DOT) medical card
- Civil marriage certificate
- MML (Merchant Mariner License) bearing an official raised seal, or a certified copy

AFFIDAVIT OF

_____

Print Full Name

SUBMISSION OF FALSE INFORMATION ON THIS AFFIDAVIT IS A FELONY UNDER FLORIDA LAW AND WILL, UPON CONVICTION, RESULT IN DISQUALIFICATION FOR ACCESS TO A SECURE OR RESTRICTED AREA OF A SEAPORT.

STATE OF FLORIDA)
)ss.
COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned individual personally appeared _____, who, having been first duly sworn by me, deposes and says that:

1. He/she has personal knowledge of all matters set forth in this Affidavit.
2. My Federal Transportation Worker Identification Credential (TWIC) is currently valid and in full force and effect.
3. My TWIC was not received through the waiver process for disqualifying criminal history allowed by Federal Law.
4. I have not, in any jurisdiction, civilian or military, been convicted of, entered a plea of guilty or nolo contendere to, regardless of adjudication, or been found not guilty by reason of insanity, or any disqualifying felony as set forth on the reverse side of this Affidavit, or any crime that includes the use or possession of a firearm.
5. I understand that the submission of false information on this Affidavit is a felony of the third degree, punishable as provided in Section 775.082, Section 775.087, Section of 775.084 of the Florida Statutes.

FURTHER AFFIANT SAYETH NAUGHT.

_____

Affiant Signature

The foregoing instrument was acknowledged by me this ____ day of _____,

20___ by: _____ who is personally known

by me or who has produced: _____ as identification and who did

take an oath.

_____

Notary Public, State of Florida
My Commision Expires:

A person is disqualified from employment or unescorted access if the person:

1. Was convicted of, or entered a plea of guilty or nolo contendere to, regardless of adjudication, any of the offenses listed below in any jurisdiction, civilian or military, including courts-martial conducted by the Armed Forces of the United States, during the 7 years before the date of the person's application for access; or
2. Was released from incarceration, or any supervision imposed as a result of sentencing, for committing any of the disqualifying crimes listed below in any jurisdiction, civilian or military, during the 5 years before the date of the person's application for access.

Disqualifying offenses include:

1. An act of terrorism as defined in S. 775.30, Florida Statutes.
2. A violation involving a weapon of mass destruction or a hoax weapon of mass destruction as provided in S. 790.166, Florida Statutes.
3. Planting of a hoax bomb as provided in S. 790.165, Florida Statutes.
4. A violation of S. 876.02, criminal anarchy, communism and other specified doctrines or S. 876.36, inciting insurrection, Florida Statutes.
5. A violation of S. 860.065, Florida Statutes.
6. Trafficking as provided in S. 893.135, Florida Statutes.
7. Racketeering activity as provided in S. 895.03, Florida Statutes.
8. Dealing in stolen property as provided in S. 812.019, Florida Statutes.
9. Money laundering as provided in S. 896.101, Florida Statutes.
10. Criminal use of personal identification as provided in S. 817.568, Florida Statutes.
11. Bribery as provided in S. 838.015, Florida Statutes.
12. A violation of S. 316.302, Florida Statutes, relating to the transport of hazardous materials.
13. A forcible felony as defined in S. 776.08, Florida Statutes.
14. A violation of S. 790.07, criminal offense, having weapons, Florida Statutes.
15. Any crime that includes that includes the use or possession of firearm.
16. A felony violation for theft as provided in S. 812.014, Florida Statutes.
17. Robbery as provided in S. 812.13, Florida Statutes.
18. Burglary as provided in S. 810.02, Florida Statutes.
19. Any violation involving the sale, manufacture, or deliver a controlled substance.
20. Any offense under the laws of another jurisdiction that is similar to an offense listed in this paragraph.
21. Conspiracy or attempt to commit any of the offenses listed in this paragraph.

PORT OF MIAMI
SPECIAL DOCK PERMIT APPLICATION

NEW APPLICATION ☐ **RENEWAL APPLICATION** ☐ **CHANGE OF COMPANY** ☐

DATE: _____

ID#: _____ EXPIRATION DATE: _____

NAME OF APPLICANT: _____

SIGNATURE OF APPLICANT: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____ EMAIL: _____

NAME OF AUTHORIZED COMPANY REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____

CRUISE ☐ **CARGO** ☐

VEHICLE MAKE: _____ MODEL: _____ YEAR: _____ TAG NO: _____

COLOR: _____ VIN NO: _____ INSURANCE EXPIRATION: _____

REGISTERED OWNER: _____

EACH APPLICATION MUST BE ACCOMPANIED BY A LETTER OF REQUEST ON COMPANY LETTERHEAD, SIGNED BY AN OFFICAL COMPANY REPRESENTATIVE, JUSTIFYING THE NEED FOR WATERSIDE VEHICLE ACCESS.

OFFICIAL USE ONLY

CRUISE
APPROVED ☐
DISAPPROVED ☐

CARGO
APPROVED ☐
DISAPPROVED ☐

ASSISTANT PORT DIRECTOR, SAFETY AND SECURITY **DATE**

CRUISE
APPROVED ☐
DISAPPROVED ☐

CARGO
APPROVED ☐
DISAPPROVED ☐

ASSISTANT PORT DIRECTOR, MARITIME SERVICES **DATE**

CRUISE
APPROVED ☐
DISAPPROVED ☐

CARGO
APPROVED ☐
DISAPPROVED ☐

PORT DIRECTOR **DATE**

PAYMENTS

☐ $200.00 EACH SPECIAL DOCK PERMIT

☐ $200.00 RENEWAL

☐ $55.00 LOST/STOLEN

☐ $25.00 CHANGE OF COMPANY

TOTAL PERMITS ISSUED TO THIS COMPANY

CARGO _____

CRUISE _____

COMMENTS:

ISSUED BY: _____ EXPIRATION DATE: _____ Revised 08.18.2009

Port of Miami

ALL PORT USERS ADVISORY NOTICE

NOTIFER: JOCELYNE BARJON-RAMOS

DATE: JANUARY 14, 2009

TO: **ALL PORT USERS**

SUBJECT: ONE DAY PASS REQUESTS FOR NON-TWIC CARD HOLDERS

THE POM IDENTIFICATION AND CREDENTIALS OFFICE REMINDS ALL INDIVDUALS AND COMPANIES REQUESTING ONE DAY PASSES THAT ONE DAY PASS FEES ARE NON-REFUNDABLE.

IT IS THE RESPONSIBILITY OF THE INDIVIDUAL OR THE COMPANY MAKING THE ONE DAY PASS REQUEST TO PROVIDE AN ESCORT INTO RESTRICTED AREAS AT THE PORT OF MIAMI.

ONLY VALID TWIC CARD HOLDERS ARE APPROVED TO PROVIDE AN ESCORT FOR NON-TWIC CARD HOLDERS.

Port of Miami

OFFICE OF THE DIRECTOR ~ 1015 NORTH AMERICA WAY, 2ND FLOOR ~ MIAMI, FLORIDA 33132-2081 ~ PHONE (305) 371-PORT (371-7678) ~ FAX (305) 347-4843

Annex to Seaport Identification Card Application

I acknowledge that I have received my Seaport Identification Card and a copy of the *"Security Awareness and Regulations Booklet"* upon receipt of my Seaport Identification Card. I understand it is my responsibility to read the booklet and familiarize myself with security requirements and regulations.

Applicant Name: _____
(Print)

Applicant Signature: _____ _____
Date

ID Processor Name: _____
(Print)

ID Processor Signature: _____ _____
Date

portofmiami@co.miami-dade.fl.us
MIAMI-DADE COUNTY FLORIDA SEAPORT DEPARTMENT
www.miami-dade.com/portofmiami

Port of Miami

SEAPORT Security – Why is it important?

What you need to know about Seaport Security requirements.

Why are you important to SECURITY?

We will attempt in this booklet to explain why the success of the Port of Miami Identification (ID) Card Program and compliance with the Port of Miami (POM) Facility Security Plan (FSP) is directly dependent upon you, the ID card holder.

In order for the Port of Miami (POM) to operate as a seaport, it must meet certain criteria established by the federal, state and local government. Therefore, knowing and understanding these regulations and ensuring compliance with these regulations is critical to the success of the port's security plan.

Access to the Restricted Access Areas (RAA) of the port is a privilege which can be revoked, suspended, or denied anytime an individual or company is found to be in noncompliance with federal, state, or local rules and regulations.

Therefore, it is of the utmost importance that you read this booklet very carefully. In it you will find:

- What constitutes a restricted access area and what you need be aware of while in these areas.
- Employees' Responsibilities.
- Enforcement of Violations.
- Procedures for reinstating a Confiscated ID badge.

The Restricted Access Areas (RAA):
It is any area identified by the Port as an area in which each person is required to continuously display a valid POM ID card. POM RAAs, and restricted area warning signage is clearly posted to indicate that access to the area is restricted and unauthorized presence within the area constitutes a breach of security. The RAAs are cargo storage or staging areas, docks and berths, fuel storage or transfer yards, cruise terminals when in use for cruise operation, the areas underneath the Main Port Bridge and/or any other area designated by the Port as needed.

To identify and maintain accountability of those employees allowed to be in the RAA, controlled areas of the Port, and/or on the Port on a regular basis for work purposes and to maintain port security as required by the Department of Homeland Security (DHS), U.S. Coast Guard, the Florida Department of Law Enforcement (FDLE), and Miami-Dade County, the Port of Miami has developed an Identification Card Program.

The Port issues an ID card to individuals permanently employed contingent upon the successful completion of a fingerprint based criminal history background check. In addition, the ID card is color-coded based on the company or agency the individuals work for and the type of access required for the performance of their duties.

GREEN BARS:
The ID card with green bars is issued to Miami-Dade Seaport Department employees with access to the RAAs.

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YELLOW BARS:
The ID card with yellow bars is issued to POM employees without access to the RAAs.

RED BARS:
The ID card with red bars is issued to non-POM employees with access to the RAAs.

GRAY BARS:
The ID card with gray bars is issued to longshoremen, with access to the RAAs.

BLUE BARS:
The ID card with blue bars is issued to non-POM employees without access to the RAA.

GRAY AND RED BARS:
The ID card with gray and red bars is issued to longshoremen working for a second company, with access to RAAs.

Employees' Responsibility:
As a POM ID card holder, it is the employee's responsibility to ensure that he/she complies with the following requirements:

- Employees must maintain a valid (issued or approved by the Port of Miami) and current (not expired) identification card at all times. Identification cards shall be worn conspicuously on the outer garment of the bearer, in plain view above the waist. If an employee allows their ID card to expire they will have to reapply for authorization, similar to a new applicant, in order to renew the ID card.
- Employees must comply with all port access control and ID card media systems.
- Employees must maintain their ID card in good condition at all times. This means that the card may not be damaged or mutilated.
- Employees must be aware that an ID card may not be transferable at any time for any purpose.
- Employees must be aware that ID cards are the property of the Miami-Dade County Seaport Department and shall be surrendered upon termination of employment or expiration.
- Employees must immediately notify their company and the Miami-Dade County Seaport Credentials Section in the event of a loss or theft of the ID card. A replacement fee of $50.00, subject to Code, will be assessed and collected by the Miami-Dade County Seaport Credentials Section before a replacement ID card is issued. A police report documenting the loss or theft of the ID card must also be submitted to the Credentials Section.
- Employees must, when working in a cargo operations area or other restricted area, notify a law enforcement officer, seaport security officer, or other designated security entity whenever he/she observes any individual not wearing an ID card, or any violation of Chapter 28A, or Section 311.12, Florida Statutes.
- Employees must immediately report in writing to the Miami-Dade County Seaport Credentials Section any felony arrest, conviction, or finding of guilt, any misdemeanor arrest, conviction, or finding of guilt involving a firearm and within ten (10) days, any changes in the data submitted on the initial application for the ID card, or any change in employment.

- Employees, who operate a for- hire vehicle, other than a taxi cab, shall maintain a manifest or trip sheet on a form approved by the Consumer Services Department. The trip sheet or manifest shall include, but not be limited to, the following information on each trip: Name of chauffeur, vehicle number, date, time, origin, destination, names and number of passengers, and rate of fare.
- No employee, who operates a for-hire vehicle, other than a taxi cab, shall solicit passengers or drive his or her vehicle back and forth in front of any terminal here at the port.
- No employee, who operates a for-hire vehicle, shall use abusive language or be discourteous to other employees, passengers, and/or enforcement personnel.
- No employee shall commit the offense of trespassing. An employee commits trespassing when, without being fully authorized, licensed or invited, willfully enters or remains at a port facility or property, or a portion thereof, is warned or ordered by authorized Department personnel or a law enforcement officer to depart, and the employee refuses to do so.
- No employee shall enter an area of cargo operations or other restricted area unless clearly displaying an identification card allowing for such access.
- No employee entering or attempting to enter, being within, or departing from or attempting to depart the area of cargo operations or restricted area of the port shall refuse to produce for inspection at the request of the Director or Department employee or any Law Enforcement Officer a Department identification badge.
- No employee shall operate any vehicle or motor vehicle within the area of cargo operations or other restricted area without a vehicle or motor vehicle identification decal.
- No employee shall leave their vehicle unattended.
- No employee shall disclose any information regarding the Port of Miami Facility Security Plan (FSP) or any port tenant's Facility Security Plan.
- No employee shall forge, counterfeit, alter, erase, obliterate or transfer any ID card, permit, pass, lease, record, form, badge or other instrument or document, issued or maintained by the County Manager or Director, pursuant to Chapter 28A.
- No employee shall have in his/her possession any forged, counterfeit, altered, erased, obliterated or transferred ID card, permit, pass, lease, record, form, badge or other instrument or document issued or maintained by the County Manager or Director.
- No employee shall have in his/her possession the ID card of another individual.
- No employee shall allow or provide access to the restricted areas to a non-credentialed individual.
- No employee shall access the port and/or the cargo areas when "off-duty". Employees without a company operational need to be on the port and/or in the restricted and/or cargo areas will be challenged.

Note: The ID card rules and regulations apply to everyone without exception, regardless of duties, affiliation, position, or past practices. The Port Director or his designee reserves the right to revoke

authorization to possess an identification card when such action is warranted.

Providing False Information to Obtain a Seaport Security Identification card is a Felony under Section 817.021, F.S.

Any person who willfully and knowingly provides false information in obtaining or attempting to obtain a seaport security identification card commits a felony of the third degree, punishable by 5 years in jail and a $5000 fine in s. 775.082 or s. 775.083.

You are hereby notified that any false information found upon review of your background check and ID card application will be reported to the appropriate authority for investigation and subsequent prosecution.

Security Violations and Enforcement Procedures:

Employees are required to abide by all federal, state and local security regulations, policies, and procedures. Failure to comply with these regulations may result in the confiscation of the ID card.

In addition, it is important to remember that if any of these security violations occur in the presence of or is found by a Miami-Dade Police Officer you may be issued a Promise to Appear (PTA), which is a misdemeanor arrest, a fine not to exceed five hundred dollars ($500.00), or imprisonment for a period of not more than sixty (60) days, or both; provided, however, that parking and pedestrian violations shall be punished by fine not to exceed the maximum allowable fine prescribed by the Laws of the State of Florida and/or the Code of Miami-Dade County, Florida.

All the rules and regulations listed in this pamphlet are pursuant to either Florida Statute 311. 12, Miami-Dade County Ordinance Chapter 28A, any other Florida statutes or Miami-Dade County ordinances referred to therein, and our Port Facility Security Plan. For further reference or to gain more information regarding these laws you may feel free to access either the Florida Statutes or the Miami-Dade County ordinances which are all public records.

Procedures for Retrieving a Confiscated ID Card:

To retrieve a confiscated ID card, the employee shall contact the Credentials Section at (305) 347-4955/56 to schedule an appointment to discuss confiscation of the ID card and appropriate rules and regulations. The employee's supervisor will also be required to attend the meeting in order to discuss the violation and to review security procedures.

Following the meeting the employer will be required to submit within fourteen (14) days a written document explaining the actions taken to raise the level of security awareness among its employees.

It should be noted that the Port reserves the right to revoke the individual's ID card privileges if the individual is found to pose a threat to the security of the Port or is a habitual violator.

Important Reminder: Everyone is a critical part of the security team.

Port of Miami
1015 North America Way, 2nd Floor
Miami, Florida 33132-2081
T 305-371-7678 F 305-347-4843
www.miamidade.gov/portofmiami

miamidade.gov

WORKZONE AUTHORIZATION APPLICATION

PRIMARY CONTACT: _____

TELEPHONE: _____
Main *Alternate*

DATE OF WORK: _____

LOCATION: _____

COMPANY NAME: _____

DRIVER #1: _____
First Name *Last Name* *Port ID #*

DRIVER #2: _____
First Name *Last Name* *Port ID #*

DRIVER #3: _____
First Name *Last Name* *Port ID #*

VEHICLE #1: _____
Year *Make* *Model* *Tag #*

VEHICLE #2: _____
Year *Make* *Model* *Tag #*

VEHICLE #3: _____
Year *Make* *Model* *Tag #*

Pursuant to security procedures, this application requests temporary commercial/construction vehicle access and parking to areas adjacent to a cruise terminal or wharf areas for the purposes of construction and other critical maintenance or repair work. Fax completed application to:

PORT OF MIAMI SECURITY
1001 North America Way, Suite 104

FAX (305) 347-4894

TEL (305) 347-4966 or
(305) 371-7678

VERSION 2.0
REVISED 12/14/2007

Port of Miami

305-347-4800

Advance Notification Of Vessel Stores Delivery

PHN: 305-347-4880
FAX: 305-347-4894

Cruise-Cargo Line Name _____ Date Of Delivery _____ Ship Name _____

					Vehicle Registration Information			
Vendor Name	Trucking Company	Driver's Name	Date of Birth	Driver's License Number	YEAR	MAKE	Tag	Description of Stores / Provisions

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NOTICE:

Pursuant to Maritime Security Regulations-33CFR 105.270 (b2), which states: That the Facility owner or operator (Port of Miami) must receive advance notification of vessel stores or bunkers delivery, including a list of stores, delivery driver information, and vehicle registration information. This list must be faxed to the Miami-Dade Police Department (MDPD) in advance of the delivery. E-mails will not be accepted. All delivery vehicles must be screened at an MDPD Commercial Vehicle Inspection Station. Deliveries not on an advance notification list will not be authorized to complete delivery.

Any discrepancies are the responsibility of the cruise line.

Maywick Form/2005