Memorandum

MIAMI-DADE COUNTY

Date: March 2, 2010

Agenda Item No. 8(Q)(1)(A)

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

From: George M. Burgess
County Manager

Subject: Contract Award Recommendation for Bond Engineering Services – Project No. 2009-023: Contract No. E09-SEA-02 to URS Corporation Southern

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Pursuant to the direction approved by motion passed by the Board of County Commissioners at the meeting of February 2, 2010 on Agenda Item 8Q1D, further negotiations were held between the Negotiation Committee and URS Corporation Southern ("Consultant"). During these negotiations, the Consultant agreed to decrease the Maximum Hourly Rate to $130 and the Principals Flat Rate to $110 in the recommended Professional Services Agreement, rates which are consistent with the rates charged in the 2005 contract between the Consultant and the County (see table below). The negotiated multiplier rates remained unchanged from 2005 to this current contract.

	2005 Bond Engineer PSA	**2009 Bond Engineer PSA**
Agreement Amount	$2 Million	$1.5 Million
Agreement Duration	3 years	3 years + one year option to extend
Office Multiplier	2.85	2.85
Field Multiplier	2.1	2.1
Maximum Hourly rate	$130*	$130*
	* $45.61 actual rate x multiplier	* $45.61 actual rate x multiplier
Principals Flat rate	$110 (not subject to multiplier)	$110 (not subject to multiplier)

Please find attached the February 2, 2010 memorandum and resolution recommending award to the Consultant, and the revised Professional Services Agreement.

Assistant County Manager

Memorandum

MIAMI-DADE COUNTY

Date: March 2, 2010

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

From: George M. Burgess
County Manager

Subject: Contract Award Recommendation for Bond Engineering Services - Project No: 2009-023; Contract No: E09-SEA-02, to URS Corporation Southern

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Recommendation

The attached Professional Services Agreement (PSA) between URS Corporation Southern 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 an option to extend the contract time for one year over the effective three year term at the discretion of the County Mayor or County Mayor's designee.

Scope

PROJECT NAME: Bond Engineering Services

PROJECT NO: 2009-023

CONTRACT NO: E09-SEA-02

PROJECT DESCRIPTION: Engineering services are requested to include, but not be limited to: inspection of Seaport facilities, as well as financial and budgetary records; preparation of the annual bond engineering report, which includes providing recommendations; approvals and certifications; rate and feasibility studies and financial forecasts as required under the Seaport Master Bond Ordinance No. 88-66; and 40-year certification reports; reviewing and setting forth recommendations as to any necessary revisions of rates and port tariff structures, to include review of port facility design by others for consistency with facility requirements; adherence to requirements of funding sources; property values for insurance coverage; facilities reserve for maintenance and any supportive tasks ancillary to the primary scope of services.

PROJECT LOCATION: Port of Miami

1A

PROJECT SITES:	SITE #	LOCATION 1	DIST	ESTIMATE	T-S-R
	#75843	1015 N AMERICA WY	5	$1,650,000.00	54-05-42

PRIMARY COMMISSION DISTRICT: District 5 Bruno A. Barreiro

APPROVAL PATH: Board of County Commissioners

OCI A&E PROJECT NUMBER: E09-SEA-02

USING DEPARTMENT: Miami-Dade Seaport Department

MANAGING DEPARTMENT: Miami-Dade Seaport Department

Fiscal Impact / Funding Source

FUNDING SOURCE: Seaport Revenues, pursuant to Master Bond Ordinance No. 88-66, from operations revenues.

OPERATIONS COST IMPACT / FUNDING: Not Applicable, this is a PSA for Bond Engineering Services.

MAINTENANCE COST IMPACT / FUNDING: Not Applicable, this is a PSA for Bond Engineering Services.

LIFE EXPECTANCY OF ASSET: Not Applicable, this is a PSA for Bond Engineering Services.

FUNDING SOURCE:	SOURCE	PROJECT NUM	SITE #	AMOUNT
	Seaport Revenues	N/A	N/A	$1,650,000.00

PTP FUNDING: No

GOB FUNDING: No

ARRA FUNDING: No

CAPITAL BUDGET PROJECT:

CAPITAL BUDGET PROJECT # - DESCRIPTION	AWARD ESTIMATE
999999999- Non Capital Project Book Page: Non-Capital Project Funding Year: 2009-2010	$1,650,000.00

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:

TYPE	CODE	DESCRIPTION
Prime	5.01	PORT AND WATERWAY SYSTEMS - ENGINEERING DESIGN
Prime	14.00	ARCHITECTURE

Other	3.12	HIGHWAY SYSTEMS - UNDERWATER ENGINEERING INSPECTION
Other	5.02	PORT AND WATERWAY SYSTEMS - ARCHITECTURAL DESIGN
Other	10.01	ENVIRONMENTAL ENGINEERING - STORMWATER DRAINAGE DESIGN ENGINEERING SERVICES
Other	11.00	GENERAL STRUCTURAL ENGINEERING
Other	12.00	GENERAL MECHANICAL ENGINEERING
Other	13.00	GENERAL ELECTRICAL ENGINEERING
Other	16.00	GENERAL CIVIL ENGINEERING

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: 91

PROPOSALS RECEIVED: 3

CONTRACT PERIOD: 1460 Days.
This contract period is for a total of three (3) years, plus a one-year option to extend for professional services requested during the initial term, which equals four (4) years. This one (1) year option to extend is based solely on the approval of the County Mayor or County Mayor's Designee.

CONTINGENCY PERIOD: 110 Days.

IG FEE INCLUDED IN BASE CONTRACT: Yes

ART IN PUBLIC PLACES: No

BASE ESTIMATE: $1,500,000.00

BASE CONTRACT AMOUNT: $1,500,000.00

OPTION TO EXTEND:

AMOUNT:	DAYS:	EXTENSION COMMENT:
$0.00	365	This one (1) year option to extend is 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%	$150,000.00	

TOTAL DEDICATED ALLOWANCE:	$0.00
TOTAL AMOUNT:	$1,650,000.00

Track Record / Monitor

SBD HISTORY OF VIOLATIONS:	None
EXPLANATION:	A Notice to Professional Consultants (NTPC) was advertised on September 15, 2009. Three proposals were submitted on October 19, 2009, in response to the NTPC. Two of the three proposers were found responsive in meeting the minimum requirements listed in the NTPC. TranSystems Corporation, the third proposer was found non-responsive due to a failure to meet the pre-qualification requirements as denoted on the NTPC. The Competitive Selection Committee (CSC) appointed by the County Manager conducted a First Tier Screening on October 29, 2009 to evaluate the proposals received. Both firms were evaluated in accordance with Administrative Order 3-39. The final ranking of the firms were as follows: Firm No. 1, URS Corporation Southern received 439 points and Firm No. 2, AECOM USA, Inc. received 426 points. Based on their professional expertise, the CSC determined that URS Corporation Southern was the most qualified team to perform the work. As a result of said determination and by a majority vote, the CSC decided to forego Second-Tier Screenings and recommended that negotiations be conducted with URS Corporation Southern. The County Manager concurred with the CSC and on November 19, 2009, the first and only negotiation meeting was held. These Professional Engineering services involve the Consulting Engineer (i) making an inspection of the Seaport Properties at least once every three Fiscal Years, and preparing a report setting forth the findings, whether the Seaport Properties have been maintained in good repair, working order and condition and whether they have been operated efficiently and economically; (ii) recommending the proper maintenance, repair and operation of the Seaport Properties during the ensuing three Fiscal Years and an estimate of the appropriations which should be made for such purposes; and (iii) making any necessary or advisable revisions of the rates, fees, rentals or charges for the services and facilities of the Seaport Properties. After negotiations, the Negotiation Committee arrived at a not to exceed amount that was fair and reasonable for bond engineering services. Based on the Office of Capital Improvements' CIIS database, the County has completed fifteen (15) evaluations for URS Corporation Southern with an average rating of 3.5 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 $1,650,000.00 to URS Corporation Southern.
SUBMITTAL DATE:	10/29/2009
ESTIMATED NOTICE TO PROCEED:	2/22/2010

PRIME CONSULTANT:	URS Corporation Southern
COMPANY PRINCIPAL:	Michael Nardone, P.E.
COMPANY QUALIFIERS:	Michael Nardone, P.E.
COMPANY EMAIL ADDRESS:	Michael_Nardone@URSCorp.com
COMPANY STREET ADDRESS:	7650 Corporate Center Drive, Suite 401
COMPANY CITY-STATE-ZIP:	Miami, Florida, 33126
YEARS IN BUSINESS:	28
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, URS Corporation Southern has received sixteen (16) Contracts, three (3) through the Equitable Distribution Program with a total value of $49,313,738.50, including Change Orders approved by the BCC of $14,979,083.00.
SUBCONSULTANTS:	Marlin Engineering, Inc. Network Engineering Services, Inc. dba Bolten Perez & Associates Planning and Economics Group, Inc. Youssef Hachem Consulting Engineering, Inc.
MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS:	No
REVIEW COMMITTEE:	**MEETING DATE:** 7/8/2009 **SIGNOFF DATE:** 7/8/2009
RESPONSIBLE WAGES:	No

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:

TYPE	GOAL	ESTIMATED VALUE	COMMENT
CBE	10.00%	$165,000.00	
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:	Fernando Mardones	(305) 347-4890	fnando@miamidade.gov

Background

BACKGROUND: The Port of Miami must conduct inspections of its facilities over a three-year period pursuant to Master Bond Ordinance No. 88-66.

BUDGET APPROVAL FUNDS AVAILABLE:	DC **OSBM DIRECTOR**	12/24/09 **DATE**
APPROVED AS TO LEGAL SUFFICIENCY:	**COUNTY ATTORNEY**	6/4/10 **DATE**
	ASSISTANT COUNTY MANAGER	**DATE**
CLERK DATE	**DATE**	

MEMORANDUM
(Revised)

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

DATE: March 2, 2010

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

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

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**

7

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 8(Q)(1)(A)

3-2-10

RESOLUTION NO. _____

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND URS CORPORATION SOUTHERN FOR BOND ENGINEERING SERVICES IN THE NOT TO EXCEED AMOUNT OF $1,650,000, CONTRACT NO. E09-SEA-02; 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 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 Professional Services Agreement between Miami-Dade County and URS Corporation Southern in the not to exceed amount of $1,650,000 for Bond Engineering Services, in substantially the form attached hereto and made part hereof.

Section 2. Authorizes the Mayor or designee to execute the attached Professional Services Agreement 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 2nd day of March, 2010. 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

Exit

Miami-Dade Seaport Department

Contract Funding Sources

CONTRACT NO: E09-SEA-02

CURRENT CONTRACT E09-SEA-02 FUNDING SOURCE:

Action	Project No	Site No	Funding Source	E09-SEA-02 Estimated Amount	Actual Award Amount	Index Code
None	0	#0	Seaport Revenues	$1,650,000.00	$1,650,000.00	SP420ESTUDY

ADDITIONAL FUNDING SOURCE:

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

Exit

Exit

Miami-Dade Seaport Department

Contract Capital Projects

CONTRACT NO: - E09-SEA-02

CURRENT CONTRACT CDP AWARD PROJECTS:

ACTION	CAPITAL BUDGET PROJECT / DESCRIPTION	E09-SEA-02 Estimate
None	CDP - 999999999 -	$1,650,000.00
	Capital Budget Book Page: Non-Capital Project	Funding Year: 2009-2010

ADDITIONAL CDP PROJECTS: (BY PROJECT DESC)

ACTION	CDP PROJECT / DESCRIPTION	E09-SEA-02 Estimate
None	Select CDP Project...	0

ADDITIONAL CDP PROJECTS: (BY PROJECT NUMBER)

ACTION	CDP PROJECT / DESCRIPTION	E09-SEA-02 Estimate
None	Select CDP Project...	0

Exit

BUDGET PROJECT 999999999 - (As per 2008-2009 Approved Budget)

Project Title: 999999999-

Project Desc:

	Prior:	08-09:	09-10:	10-11:	11-12:	12-13:	13-14:	FUTURE:	Total:
CDP Funding	0	0	0	0	0	0	0	0	0
CDP Exp	0	0	0	0	0	0	0	0	0

CIIS Site Funding Info

SITE / Location:	Prior:	08-09:	09-10:	10-11:	11-12:	12-13:	13-14:	FUTURE:	Total:
75398-Miami International Airport	0	0	0	0	0	0	0	0	0
75843-1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Total: Count 2	0	0	0	0	0	0	0	0	0

	Recs:	05-06:	06-07:	07-08:	08-09:	09-10:	10-11:	11-12:	12-13:	13-14:	14-15:	15-16:	16-17:	17-18:	18-19:	Total:
09-10 Adopted RV:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
09-10 Adopted MS:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10-11 OSMB RV:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10-11 OSMB MS:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CIIS RV:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CIIS MS:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

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

PROJECT REPORT 4

EXIT

Current Contracts for Project 999999999

Dept	ContractNo	Contract Name	RTA / MCC Estimated Allocation	Award / MCC Award Allocation	CIIS Award
SP	06.002	Eastern Port Boulevard Extension	$758,000.00	$0.00	$5,024,742.43
SP	06.002	Eastern Port Boulevard Extension	$0.00	$3,111,439.60	$5,024,742.43
CA	7040: 079-SGR-ROOF	HOME Elderly Energy Conservation and House Rehabilitation Program	$19,500.00	$0.00	$14,900.00
CA	7040: 079CAHE08NR-GC	HOME Elderly Energy Conservation and House Rehabilitation Program	$95,000.00	$0.00	$0.00
HD	7040: 099170	LITTLE RIVER PLAZA	$1,958.00	$0.00	$0.00
HD	7040: 099370	Liberty Square Development - Kitchen Cabinet Installation	$20,000.00	$0.00	$0.00
HD	7040: 099672	Ward Towers Emergency Water Pipe Leak	$2,885.00	$0.00	$0.00
HD	7040: 099819	MODEL CITIES	$650.00	$0.00	$0.00
HD	7040: 099829	MODEL CITIES	$166.00	$0.00	$0.00
HD	7040: 099945	MODEL CITIES	$475.00	$0.00	$0.00
HD	7040: 099948	VICTORY HOMES	$900.00	$0.00	$0.00
HD	7040: 099951	VICTORY HOMES/HEAD START	$175.50	$0.00	$0.00
HD	7040: 099955	VICTORY HOMES	$266.00	$0.00	$0.00
HD	7040: 100045	CLAUDE PEPPER TOWER	$2,100.00	$0.00	$0.00
HD	7040: 100170	CLAUDE PEPPER TOWER	$1,160.00	$0.00	$0.00
PR	123203-02-001	Ives Estates Park Youth Ballfield Complex	$0.00	$0.00	$3,319,183.00
PR	123203-02-001	Ives Estates Park Youth Ballfield Complex	$0.00	$3,319,183.00	$3,319,183.00
PW	20030010	PTP STRIPING	$0.00	$0.00	$500,000.00
PW	20030010	PTP STRIPING	$0.00	$0.00	$500,000.00
DE	20030041A	South Miami-Dade Stormwater Treatment and Distribution Area (STDA)	$800,000.00	$0.00	$2,954,272.45

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Dept. of Small Business Development

Project Worksheet

Project/Contract Title: NON-EXCLUSIVE PROFESSIONAL SERVICES FOR BOND ENGINEERING SERVICES (SIC 871)

RC Date: 07/08/2009

Project/Contract No: E09-SEA-02

Funding Source: SEAPORT LOANS

Item No: 1-01

Department: SEAPORT

Estimated Cost of Project/Bid: $1,500,000.00

Resubmittal Date(s):

Description of Project/Bid: ENGINEERING SERVICES ARE REQUESTED TO INCLUDE, BUT NOT BE LIMITED TO : INSPECTION OF SEAPORT FACILITIES, AS WELL AS FINANCIAL AND BUDGETARY RECORDS; PREPARATION OF THE ANNUAL BOND ENGINEERING REPORT, WHICH INCLUDES PROVIDING RECOMMENDATIONS, APPROVALS AND CERTIFICATIONS; RATE AND FEASIBILITY STUDIES AND FINANCIAL FORECASTS AS REQUIRED UNDER THE SEAPORT MASTER BOND ORDINANCE NO. 88-66.

Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	CBE	10.00%

Reasons for Recommendation

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

The consultant or team of consultants selected to perform services under the bond engineering contract will not be able to perform design services at the Port of Miami during the duration of this contract. Any consultants currently providing design services under existing contracts must complete these services prior to the issuance of NTP.

SIC 871 - Architectural and Engineering Services

Analysis for Recommendation of a Goal

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
ENVIRONMENTAL ENG-STORMWATER DRAINAGE DESIGN SERV	CBE	$30,000.00	2.00%	5
GENERAL STRUCTURAL ENGINEERING	CBE	$30,000.00	2.00%	5
GENERAL CIVIL ENGINEERING	CBE	$30,000.00	2.00%	7
GENERAL ELECTRICAL ENGINEERING	CBE	$30,000.00	2.00%	4
GENERAL MECHANICAL ENGINEERING	CBE	$30,000.00	2.00%	4
	Total	$150,000.00	10.00%	

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** 10% **Bid Preference** _____

No Measure _____ **Deferred** _____ **Selection Factor** _____

Chairperson, Review Committee — Date 7-8-09

SBD Director — Date 7-8-09

DBDR0090 v 2005161

MIAMI-DADE COUNTY

MEMORANDUM

DATE: October 21, 2009

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

FROM: Veronica Clark for
Penelope Townsley, Director
Small Business Development

SUBJECT: Compliance Review
Project No. E09-SEA-02
Bond Engineering Services

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 10% CBE sub-consultant goal.

The Professional Services Division of the Miami-Dade Office of Capital Improvements has submitted proposals from AECOM USA, Inc. (#1), Transystems Corporation (#2), and URS Corporation Southern (#3) for compliance review. Following is the pre-award compliance status and summary.

STATUS:

1.	AECOM USA, Inc. (#1)	Compliant
2.	Transystems Corporation (#2)	Compliant
3.	URS Corporation Southern (#3)	Compliant

SUMMARY:

AECOM USA, Inc. (#1), submitted the required Letter of Agreement listing Civil Works, Inc. to perform Port & Waterway Systems-Engineering Design, Environmental Engineering-Stormwater Drainage Design, and General Civil Engineering at 10%. AECOM USA, Inc. is in compliance with the CBE Participation Provisions.

Transystems Corporation (#2), submitted the required Letters of Agreement listing Civil Works, Inc. to perform Port & Waterway Systems-Engineering Design at 5% and Architects International, Inc. to perform General Electrical Engineering and Architecture, also at 5%. Transystems Corporation is in compliance with the CBE Participation Provisions.

URS Corporation Southern (#3), submitted the required Letter of Agreement listing Network Engineering Services, Inc. to perform General Structural Engineering and General Civil Engineering at 10%. URS Corporation Southern is in compliance with the CBE Participation Provisions.

Please note that 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.

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

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

From: 11/20/2004 **To:** 11/20/2009

FIRM NAME: URS CORPORATION SOUTHERN
7650 Corporate Center Dr, Suite 400
Miami, FL 33126-1220

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
A04-PAC-01	1	PC	NO MEASURE	12/23/2004	$4,000,000.00
CONSTRUCTION CONSULTANT SERVICES FOR THE PERFORMING ARTS CENTER (SIC 871)					
Change Order # 1 JUN-06-06					$500,000.00
					$4,500,000.00
* E04-MDT-02,PTP (TR05-EHT-	1	MT	GOAL - DBE DBE 20%	03/03/2005	$17,929,994.00
MIC/EARLINGTON HEIGHTS CONNECTOR PRELIMINARY ENGINEERING (PE) PTP (SIC 87)					
Change Order # 1 SEP-04-07			1460 days		$3,555,083.00
Change Order # 2 OCT-07-08			346 days		$10,924,000.00
					$32,409,077.00
A04-DERM-01	1	DE	NO MEASURE	01/11/2006	$385,000.00
ENVIRONMENTALLY ENDANGERED LANDS PROGRAM MANAGEMENT PLANS (SIC 871)					
					$385,000.00
E04-DERM-01	4	DE	NO MEASURE	01/12/2006	$3,000,000.00
ENVIRONMENTAL CLEANUP, COMPLIANCE AND RELATED SERVICES					
					$3,000,000.00
E04-SEA-02	1	SP	NO MEASURE	03/07/2006	$2,000,000.00
BOND ENGINEERING SERVICES (SIC 871)					
					$2,000,000.00

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

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

From: 11/20/2004 **To:** 11/20/2009

FIRM NAME: URS CORPORATION SOUTHERN
7650 Corporate Center Dr, Suite 400
Miami, FL 33126-1220

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
* EDP-FN-SR-BP2 BALLPARK PROJECT	1	FN	NO MEASURE	05/10/2006	$250,000.00
					$250,000.00
E05-OCI-02 D NOTICE OF CONSULTANT SERVICES FOR CONSTRUCTION INSPECTION SERVICES (THREE (3) AGREEMENTS @ $750,000.00 EACH) (SIC 871)	2	CQ	GOAL CBE 15%	06/16/2006	$825,000.00
					$825,000.00
A05-PARK-03 GOB 44-70154, TRAIL GLADES RANGE, PHASES I AND II (SIC 871)	1	PR	NO MEASURE	11/02/2006	$804,026.00
					$804,026.00
A05-PARK-02 GOB 45-70155 AMELIA EARHART PARK IMPROVEMENTS, PHASE II. (SIC 871)	1	PR	NO MEASURE	12/28/2006	$1,377,616.50
					$1,377,616.50
E05-PARK-01, GOB PARK TRAIL IMPROVEMENTS (SIC 871)	1	PR	GOAL CBE 20%	10/02/2007	$1,444,751.00
					$1,444,751.00

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

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

From: 11/20/2004 **To:** 11/20/2009

FIRM NAME: URS CORPORATION SOUTHERN
7650 Corporate Center Dr, Suite 400
Miami, FL 33126-1220

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
E06-WASD-11	1	WS	GOAL CBE 35%	10/02/2007	$8,800,000.00
DESIGN OF UPGRADES TO MIAMI-DADE WATER AND SEWER DEPARTMENT'S WATER TREATMENT PLANTS (SIC 871)					
					$8,800,000.00
B703A5	1	AV	NO MEASURE	05/06/2008	$4,731,800.00
BAGGAGE HANDLING SYSTEM CONSULTANT AGREEMENT WITH URS CORPORATION SOUTHERN (SIC 871)					
					$4,731,800.00
E07-MDAD-01	2	AV	GOAL CBE 15%	07/17/2008	$750,000.00
AVIATION PLANNING CONSULTANT SERVICES (SIC 871)					
					$750,000.00
E08-DERM-01	1	DE	GOAL CBE 11%	03/03/2009	$3,000,000.00
PROFESSIONAL SERVICES AGREEMENTS FOR ENVIRONMENTAL CLEANUP, COMPLIANCE AND RELATED SERVICES FOR MIAMI-DADE COUNTY FACILITIES (SIC 871)					
					$3,000,000.00
EDP-DE-SR-001-DERM	1	DE	NO MEASURE	03/12/2009	$5,000.00
PINETREE DRIVE TREE REMOVAL PERMIT					
					$5,000.00

8

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

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

From: 11/20/2004 **To:** 11/20/2009

DEPARTMENT OF BUSINESS DEVELOPMENT

FIRM NAME: URS CORPORATION SOUTHERN
7650 Corporate Center Dr, Suite 400
Miami, FL 33126-1220

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
EDP-SP-SR-2009-025	1	SP	NO MEASURE	07/20/2009	$10,551.00
WHARVES 1 AND 2 STRUCTURAL INSPECTIONS					
					$10,551.00

Total Award Amount	**$49,313,738.50**
Total Change Orders Approved by BCC	**$14,979,083.00**

19

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

Exit

Capital Improvements Information System

Contractor Evaluations Report

Dept	Contract	Type	Contractor / Architect Name	Date	Rater	Period	Rate
DE	E01-DERM-03, EP-5	PSA	URS Corporation Southern	12/29/2005	Keith Ng	Project conclusion or closeout	3.8
DE	E01-DERM-03, EP-5	PSA	URS Corporation Southern	1/4/2006	Susel Ferrer	Project conclusion or closeout	4.0
DE	A04-DERM-01	PSA	URS Corporation Southern	1/9/2006	Christina Casado-Acorn	Interim	3.6
DE	E01-DERM-03, EP-5	PSA	URS Corporation Southern	5/30/2006	Keith Ng	Project conclusion or closeout	3.3
MT	TR05-EHT-PE	PSA	URS Corporation Southern	6/20/2007	Ahmed Rasheed	Interim	3.9
DE	E01-DERM-01-5	PSA	URS Corporation Southern	8/24/2007	Keith Ng	None	3.0
DE	E04-DERM-01-URS	PSA	URS Corporation	12/31/2007	Julie Balogh	Interim	3.5

			Southern				
DE	E04-DERM-01-URS	PSA	URS Corporation Southern	9/2/2008	Angela Padilla	Completion of construction	3.3
DE	E04-DERM-01-URS	PSA	URS Corporation Southern	9/2/2008	Angela Padilla	Completion of construction	3.3
DE	E04-DERM-01-URS	PSA	URS Corporation Southern	8/27/2008	Angela Padilla	Completion of study or design	3.3
DE	E04-DERM-01-URS	PSA	URS Corporation Southern	9/3/2008	Angela Padilla	Completion of study or design	3.3
SP	E04-SEA-02	PSA	URS Corporation Southern	2/26/2009	Leonor Ortega	Completion of study or design	3.3
PR	490601-05-003	PSA	URS Corporation Southern	3/4/2009	John Gouthro	Interim	3.8
AV	E02-MDAD-02.E	PSA	URS Corporation Southern	5/11/2009	Miriam Gerov	Project conclusion or closeout	3.8
FN	EDP-FN-SR-BP2	EDP	URS Corporation Southern	11/3/2009	Mohammed Taha	Project conclusion or closeout	3.7

Evaluation Count: 15 Contractors: 1 Average Evaluation: 3.5

Exit

Find Contracts With Search String ==> | Projects | Goto Bottom

Exit

OFFICE OF CAPITAL IMPROVEMENTS
CAPITAL IMPROVEMENTS INFORMATION SYSTEM
Tuesday, December 01, 2009

All Contracts for FEIN 592087895
URS Corporation Southern

DST	DPT	Type	Contract	Name	Location / Contractor	Estimated Completion Date	Total Award	Last Status Date	% Complete / Status *
0	PW	PSA	20030207-24	Soils, Foundations and Materials Testing Service	URS Corporation Southern	N/A	$780,000	6/10/2008	100% / Closed
13	PR	PSA	213001-05-003	Amelia Earhart Park, Phase II	URS Corporation Southern	12/26/2014	$1,001,000	1/10/2007	0% / On Schedule
12	PR	PSA	490601-05-003	Trail Glades Range	URS Corporation Southern	11/11/2012	$644,000	4/16/2009	0% / On Schedule
30	PR	PSA	999999-05-002-1	Park Trail Improvements	URS Corporation Southern	11/6/2015	$1,294,000	6/3/2008	0% / Not Started
30	DE	PSA	A04-DERM-01	Environmentally Endangered Lands Program	URS Corporation Southern	1/12/2008	$350,000	2/25/2005	0% / Not Started
3	PF	PSA	A04-PAC-01	Construction Management Services for the Perform	URS Corporation Southern	N/A	$4,500,000		0% / N/A
0	DE	PSA	E01-DERM-01-5	Environmental Engineering Consultants for Planni	URS Corporation Southern	11/2/2003	$1,500,000	3/9/2005	100% / Complete
0	DE	PSA	E01-DERM-03, EP-5	Consultants for Engineering Management to Act as	URS Corporation Southern	12/16/2004	$4,500,000	6/7/2005	100% / Complete
6	AV	PSA	E02-MDAD-02,E	MIA New Northside Runway Supplemental Services	URS Corporation Southern	N/A	$1,316,250	5/11/2009	100% / Closed
30	DE	PSA	E04-DERM-01-URS	Environmental Cleanup, Compliance and Related Se	URS Corporation Southern	1/11/2009	$3,000,000		0% / N/A
5	SP	PSA	E04-SEA-02	Bond Engineering Services	URS Corporation Southern	3/20/2009	$2,000,000	8/7/2009	85% / Work Order within Duration
30	CQ	PSA	E05-OCI-02, D-2	Consultant Services for Construction Inspection	URS Corporation Southern	6/13/2009	$750,000		0% / N/A
6	WS	PSA	E06-WASD-11	Design of Upgrades to MDWASD's John E. Preston W	URS Corporation Southern	2/9/2014	$8,000,000	5/5/2008	0% / On Schedule
30	DE	PSA	E08-DERM-01-URS	Environmental Cleanup, Compliance and Related Se	URS Corporation Southern	3/16/2014	$3,000,000		0% / N/A
0	DE	EDP	EDP-DE-SR-001-DERM	PINETREE DRIVE TREE REMOVAL PERMIT	URS CORPORATION SOUTHERN	N/A	$5,000		0% / N/A
0	FN	EDP	EDP-FN-SR-BP2	BALLPARK PROJECT	URS CORPORATION SOUTHERN	N/A	$250,000		100% / Complete

0	SP	EDP	EDP-SP-SR-2009-025	WHARVES 1 AND 2 STRUCTURAL INSPECTIONS	URS CORPORATION SOUTHERN	N/A	$10,551		0% / N/A
30	MT	PSA	TR05-EHT-PE	MIC/Earlington Heights Connector Engineering Ser	URS Corporation Southern	3/13/2013	$29,494,324	6/22/2009	70% / On Schedule
					Totals:	18	$62,395,125		

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

Contracts Status View Exit Projects Goto Top

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Memorandum

MIAMI-DADE COUNTY

Date: October 30, 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

CLERK OF THE BOARD
2009 NOV -6 AM 8:46
CLERK, CIRCUIT & COUNTY COURTS
DADE COUNTY, FLA.
#1

Subject: NEGOTIATION AUTHORIZATION
Miami Dade Seaport Department
Bond Engineering Services
OCI Project No. E09-SEA-02

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-02

Project Title: Bond Engineering Services

Scope of Services: Engineering services are requested to include inspection of Seaport facilities, as well as financial and budgetary records; preparation of the annual bond engineering report, which includes providing recommendations; approvals and certifications; rates and feasibility studies and financial forecast as required under the Seaport Master Bond Ordinance No. 88-66; and 40-year certification reports; reviewing and setting forth recommendations as to any necessary revisions of rates and port tariff structures, to include review of port facility design by others for consistency with facility requirements; adherence to requirements of funding sources; property values for insurance coverage; facilities reserve for maintenance and any supportive tasks ancillary to the primary scope of services.

Prime and/or subconsultants with a current agreement or an open Work/Service Order with Miami-Dade County for design and/or construction management services for Miami-Dade Seaport Department will not be considered for award under this solicitation. In addition, the prime consultant and/or subconsultants selected for award of this solicitation will not be allowed to propose or be considered for any design projects for Miami-Dade Seaport Department advertised during the effective term of this Bond Engineering Services agreement.

The prime consultant must have experience in the field of port and waterway systems and performing bond consulting services for comparable sized revenue generating agencies.

Term of contract: One qualified consultant will be retained under a non-exclusive Professional Services Agreement for an effective term of three (3) years, plus one-year option to extend for professional services requested during the initial term, which equals four (4) years. This one (1) year option to extend is based solely on the approval of the County Mayor or County Mayor's designee. Maximum compensation is $1,500,000, plus contingency in accordance with Ordinance 00-65.

Review Committee: The Review Committee recommended a 10% Community Business Enterprise (CBE) goal on July 8, 2009.

Date of County Manager's approval to advertise/initiate: July 29, 2009.

Number of proposals received: Three (3).

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

Non-Compliance: One proposer, TranSystems Corporation FEIN #430839725, was not in compliance with the Pre-Qualification requirements as denoted on the Notice To Professional Consultants (NTPC) Section 1.4.

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

Second-Tier Results: Not applicable. Based on their professional expertise, the Competitive Selection Committee determined that the information provided in the proposals is sufficient to determine the qualifications of the teams. As a result of said determination and by a majority vote, the CSC decided to forego Second-Tier proceedings.

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. José M. Fernández, SEA
2. Fernando Mardones, SEA
3. Ileana Quintana, SBD

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 10% CBE GOALS

1. URS Corporation Southern

The following team of firms is the alternate:

1. AECOM USA, 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 Date

Not Approved Date

Attachments:
1. List of Respondents
2. First-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
OFFICE OF CAPITAL IMPROVEMENTS

LIST OF RESPONDENTS

OCI Project Name: BOND ENGINEERING SERVICES
OCI Project No.: E09-SEA-02
Measures: 10% Community Business Enterprises (CBE)
Number of Agreements: 1
Contract Type: PROJECT SPECIFIC
Submittal Date: 10/19/2009

Submittal No: 1
Prime Name: AECOM USA, INC.
Trade Name: DMJM+HARRIS, INC.
Prime Local Preference: Yes
FEIN No.: 135511947

Subs Name	Trade Name	Subs FEIN No.
a. CIVIL WORKS, INC.		650673629
b. MARLIN ENGINEERING, INC.		650279601

Submittal No: 2
Prime Name: TRANSYSTEMS CORPORATION
Trade Name:
Prime Local Preference: No
FEIN No.: 430839725

Subs Name	Trade Name	Subs FEIN No.
a. ARCHITECTS INTERNATIONAL, INC.		592032355
b. CIVIL WORKS, INC.		650673629
c. HBC ENGINEERING COMPANY		223936061
d. MARLIN ENGINEERING, INC.		650279601
e. THE BOSCH GROUP, INC.		650965283
f. MERCATOR INTERNATIONAL		263872170

Submittal No: 3
Prime Name: URS CORPORATION SOUTHERN
Trade Name: GREINER SOUTHERN, INC.
Prime Local Preference: Yes
FEIN No.: 592087895

Subs Name	Trade Name	Subs FEIN No.
a. NETWORK ENGINEERING SERVICES, INC.	BOLTON, PEREZ AND ASSOCIATES	650789352
b. MARLIN ENGINEERING, INC.		650279601
c. YOUSSEF HACHEM CONSULTING ENGINEERING, INC.		203225960
d. PLANNING AND ECONOMICS GROUP, INC.		650526212
e. MIAMI DIVERS		650704243

MIAMI-DADE COUNTY

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

FIRST TIER RANKING REPORT

OCI Project Name: BOND ENGINEERING SERVICES
OCI Project No: E09-SEA-02
Measures: 10% Community Business Enterprises (CBE)
Number of Agreements: 1
Project Type: PROJECT SPECIFIC
Submittal Date: 10/19/2009
Meeting Date: 10/29/2009

		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
FERNANDEZ, JOSE M							
AECOM USA, INC.	(LP)	39	16	17	5	4	81
URS CORPORATION SOUTHERN	(LP)	43	18	18	3	5	87
MARDONES, FERNANDO							
AECOM USA, INC.	(LP)	41	20	14	4	5	84
URS CORPORATION SOUTHERN	(LP)	44	20	15	2	5	86
MOOREY, LANA							
AECOM USA, INC.	(LP)	40	15	14	5	5	79
URS CORPORATION SOUTHERN	(LP)	48	17	17	1	5	88
QUINTANA, ILEANA							
AECOM USA, INC.	(LP)	47	18	17	2	5	89
URS CORPORATION SOUTHERN	(LP)	49	19	18	1	5	92
WILLIAMS, CURT							
AECOM USA, INC.	(LP)	48	19	18	4	4	93
URS CORPORATION SOUTHERN	(LP)	46	17	17	2	4	86

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
URS CORPORATION SOUTHERN	(LP)	439	1	1					1	
AECOM USA, INC.	(LP)	426	2	2					2	

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

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 SEAPORT DEPARTMENT

NON-EXCLUSIVE PROFESSIONAL SERVICE AGREEMENT

BOND ENGINEERING SERVICES

SEAPORT PROJECT NO. E09-SEA-02

SEPTEMBER 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

BOND ENGINEERING SERVICES

PROJECT NO. E09-SEA-02

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ATTACHMENT A - URS CORPORATION SOUTHERN'S SCOPE OF WORK
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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 URS Corporation Southern, a California corporation authorized to do business in the State of Florida with offices in Miami, 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 Bond Engineering Services, Contract/Project No. E09-SEA-02, 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: inspection of Seaport facilities, as well

as financial and budgetary records; preparation of the annual bond engineering report, which includes providing recommendations; approvals and certifications; rate and feasibility studies and financial forecasts as required under the Seaport Master Bond Ordinance No. 88-66; and 40-year certification reports; reviewing and setting forth recommendations as to any necessary revisions of rates and port tariff structures, to include review of port facility design by others for consistency with facility requirements; adherence to requirements of funding sources; property values for insurance coverage; facilities reserve for maintenance and any supportive tasks ancillary to the primary scope of services.

For a more detailed description of the scope of work, please refer to Attachment "A", URS Corporation Southern's proposal dated November 24, 2009.

A. In connection with professional services to be rendered pursuant to this Agreement, the CONSULTANT further agrees to provide complete engineering services to: 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 **$130** 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 **$110** 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 Nardone, P.E. _____ _____

   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 **$1,500,000.00** 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 **$1,500,000.00** 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 **$150,000.00**. 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 **10%** 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:

Marlin Engineering, Inc. **Planning and Economics Group, Inc.**

Network Engineering Services, Inc. **Youssef Hachem Consulting Engineering, 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 **$110** 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).

Isabel B. Gonzalez–Jettinghoff **Joaquin (Jake) Perez, P.E.**

Youssef H. Hachem, PhD., P.E. **Ramon Solia, P.E.**

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 **three (3)** 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 **one additional one-year period** 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 – (NOT APPLICABLE)

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: _____

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

By: _____
County Manager

ATTEST _____

By: _____
Corporate Secretary

URS CORPORATION SOUTHERN

By: _____
Vice President

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

ATTACHMENT "A"

URS CORPORATION SOUTHERN SCOPE OF WORK DATED NOVEMBER 24, 2009

E09-SEA-02
Attachment A
Scope of Work

Services provided by the CONSULTANT may include: inspection of Seaport facilities, as well as financial and budgetary records; preparation of the annual bond engineering report, which includes providing recommendations; approvals and certifications; rate and feasibility studies and financial forecasts as required under the Seaport Master Bond Ordinance No. 88-66; which includes the provisions summarized in the following table:

Responsibilities of the Consulting Engineer under the Miami-Dade County Seaport Department Bond Ordinance 88-66		
Section Number	**Section Name**	**Consulting Engineer's Responsibility**
207(c)	Additional Bonds	For the issuance of Additional Bonds, prepare certificate showing estimate of Net Revenues for next 5 years.
404	Disposition of Construction Fund Balance	For projects constructed with proceeds from bonds issued for Additional Improvements, certify completion of construction.
501(c)	Rate Covenants	As necessary, make recommendations on revisions to rates, fees, rentals, and other charges to ensure that debt service coverage requirements cited in this section are met. If for any fiscal year the debt service requirements are not met, within 60 days of receiving request from the Seaport, make recommendations for revising rates, fees, rentals, and other charges.
502	Consulting Engineers' Report	Inspect Seaport properties at least every 3 years. Submit report on results of inspection, within 60 days of receiving Annual Audit report, stating whether or not Properties have been maintained in good repair, working order, and condition and whether the Properties have been operated efficiently and economically. Make recommendations on proper maintenance, repair and operation of Properties and the amount that should be appropriated for such purposes.
707	Use of Revenues	If and when the Seaport Department proposes to use Revenues for any purpose other than those stated in the Ordinance, certify that such use of Revenues will not adversely affect Revenues or impair operating efficiency of the Seaport Properties.
708	Records, Accounts and Audits	Receive report every three years on the operations of the Seaport Properties.
709	Sale or Disposal of Property	If and when the Seaport Department elects to sell Seaport Properties, certify that such Properties serve no useful purpose in connection with the maintenance and operation of the Seaport.

and 40-year certification reports, reviewing and setting forth recommendations as to any necessary revisions of rates and port tariff structures, to include review of port facility design by others for consistency with facility requirements; adherence to requirements of funding sources; property values for insurance coverage; facilities reserve for maintenance and any supportive tasks ancillary to the primary scope of services.

In order to fulfill the scope of services outlined in the Master Bond Ordinance and the Agreement, URS Corporation Southern will provide the following basic services. Additional services may be required during the term of the agreement to fulfill the provisions of the Master Bond Ordinance. The basic services include completion of the 2009, 2010 and 2011 Consulting Engineer's Report as required under Section 502 of the Master Bond Ordinance. The basic services will be provided under the following tasks:

Task 1 – 2009 Consulting Engineers' Report
Task 2 – 2010 Consulting Engineers' Report
Task 3 – 2011 Consulting Engineers' Report

Task 4 – Additional Services include the other requirements outlined in the Agreement and the Master Bond Ordinance on an as needed basis and as requested by the Seaport. It is understood that these services may include supportive tasks ancillary to the primary scope of services and may include the following but not be limited too:

- 40-Year Certification,
- Life Safety Studies and Analyses,
- Life Cycle Cost Studies,
- Rate and Feasibility Studies,
- Financial Forecasts,
- Approvals and Certifications,
- Review and Approval of Tenant Modifications,
- Change order management/review,
- Review of Port Facility Design by Others for Consistency with Facility Requirements,
- Adherence to Funding Sources
- Baseline schedule and schedule updates analysis,
- Construction claims analysis,
- Dispute resolution services,
- Expert witness testimony/reports,
- Preparation of demonstrative exhibits for trial,
- Pre-trial mediation, and
- Energy Management Services.

Attachment A – Task 1 Proposal

Dante B. Fascell – Port of Miami-Dade
Seaport Department
Scope of Work (SOW)
Fiscal Year 2009 – Consulting Engineers Report

Introduction

The Seaport Department (Seaport) has retained URS Corporation Southern (URS) together with their sub-consultant's Planning and Economics Group (PEG), Marlin Engineering, Network Engineering, and Youssef Hachem Consulting Engineers (YHCE) Inc., the Project Team, to serve as the Consulting Engineer in accordance with the Master Bond Ordinance (Ordinance) 88-66. The Consulting Engineers Report (Report) is prepared to fulfill the requirements of the Ordinance which states that the Consulting Engineer shall (i) make an inspection of the Seaport Properties at least once every three Fiscal Years, and prepare a report setting forth the findings, whether the Seaport Properties have been maintained in good repair, working order and condition and whether they have been operated efficiently and economically and (ii) recommend the proper maintenance, repair and operation of the Seaport Properties during the ensuing three Fiscal Years and an estimate of the appropriations which should be made for such purposes, and (iii) any necessary or advisable revisions of the rates, fees, rentals or charges for the services and facilities of the Seaport Properties.

The inspection services provided by the Consulting Engineer are visual in nature and do not include detailed structural, electrical, mechanical or geotechnical analysis. As such, the findings and recommendations that will be presented in the Consulting Engineer's Report should not be relied upon by the Seaport as a comprehensive assessment of the inspected facilities physical, mechanical, electrical and/or structural integrity. Further investigation and analysis may be required in order to develop design and construct improvements. The Consulting Engineer's Report presents deficiencies and their rough order of magnitude repair costs, identified as a result of a visual inspection, for budgetary purposes.

The Project Team shall satisfy the requirements of the Ordinance through completion of the following tasks and preparation of the Consulting Engineer's Report sections outlined below:

Task 1. Data Review - Introduction

The Project Team will review pertinent documents including commission agenda items, the Fiscal Year 2009 Comprehensive Annual Financial Report (CAFR), operating statistics, construction expenditures, warranties, leases, and the multi-year Capital Improvement Plan to understand the operations at the Seaport. Following the data review, the Introduction section of the Report will be drafted. The section will provide a background, an overview of Ordinance 88-66, the purpose of the Report, the role of the Consulting Engineer, operating data including cargo tonnage, cruise passengers, major

trading partners and any assumptions used during completion of the Report. No meetings with staff other than to collect data are anticipated as part of this task.

Task 2. Organization Overview – Seaport Department Organization and Management

We will document the organizational structure of the Seaport Department and present a functional table of organization including major areas of responsibility. This task includes preparation of section 2 of the Report. This section will also present the Seaport mission, authority and responsibility, the Seaport Department within the Miami-Dade County government structure and key staff. Meetings with staff are not anticipated during completion of this task.

Task 3. Staff Interviews – Highlights and Future Challenges

Interviews with Seaport senior management staff will be conducted to identify key accomplishments and challenges faced in Fiscal Year 2009. Future challenges to be addressed in Fiscal Year 2010 and beyond will also be identified during the interviews. The interview process will include questions to facilitate identification of major highlights and challenges associated with operations and maintenance, the capital program, regulatory requirements, revenues and any potential legal issues. It is anticipated that eight (8) interviews with senior management staff will be conducted as part of this task.

Task 4. Environmental Compliance

The Project Team will review the requirements for permits held by the Port and the compliance record of the Port Department to ascertain that all permit requirements are being met, all permits are current and notice of violation's (NOV's) were not issued during the Fiscal Year. Existing permits that will expire during the current or following fiscal year will be identified as well as the Port Departments plans or actions related to obtaining a new permit. Any correspondence related to NOV's, notice of non-compliance or requests for additional information issued by a regulatory agency to the Port Department will be reviewed and efforts by the Port to respond or fulfill the requirements will be documented in the Consulting Engineer's Report. One meeting with Port staff is planned under this task.

FACILITIES INSPECTION OVERVIEW

The Project Team will conduct inspection of the Seaport Properties in accordance with the schedule shown on Table 1. This inspection schedule was developed following our review of the previous three-year inspection cycle for Fiscal Years 2005 through 2007. The schedule identifies Seaport Properties will be inspected during the current three-year cycle beginning with the Fiscal Year 2008 Report through the Fiscal Year 2010 Report. The inspection team will inspect the facilities identified for the Fiscal Year 2009 report. The previous facility inspection findings will be compared to the current facility inspection findings and major open deficiencies will be highlighted.

Table 1. Historical and Proposed Facility Inspection Schedule +

Facility	Consulting Engineer's Report Year					
	2008	2009	2010	2011	2012	2013
457 Australia Way (FPL Vault and Restrooms)	X					
514 Australia Way (Shed E)	X			X		
641 Europe Way (Fire Department New)*			X			X
653 Australia Way (POM TOC Computer Room)	X			X		
655 Asia Way (Eller ITO)		X			X	
899 S. America Way (Cruise Terminal H,)			X			X
901 S. America Way (Cruise Terminal H,)			X			X
903 S. America Way (Cruise Terminal H,)			X			X
905 S. America Way (Cruise Terminal H,)			X			X
909 N. Cruise Blvd. (Cruise Terminal G)	X			X		
921 S. America Way (E) Parking Garage 5		X			X	
921 S. America Way (W) Parking Garage 6		X			X	
975 N. America Way (Centex Construction Trailer)	X			X		
1001 N. America Way (POM Admin)		X			X	
1007 N. America Way (POM Admin)		X			X	
1015 N. America Way (POM Admin)		X			X	
1040 Caribbean Way (RCCL Building)	X			X		
1050 Caribbean Way (RCCL Building)	X			X		
1055 N. Cruise Blvd. (Cruise Terminal G)	X			X		
1080 Caribbean Way (RCCL Building)	X			X		
1103 N. Cruise Blvd (Cruise Terminal F))	X			X		
1120 Caribbean Way (Cruise Terminal J)	X			X		
1122 Caribbean Way (Parking Garage 12)		X			X	
1124 Caribbean Way (Temporary Fire Station)	X			X		
1177 N. Cruise Blvd. (Cruise Terminal 2/Shed 2)	X			X		
1180 Florida Way (Amenities and Rest Rooms Only.)		X			X	
1265 N. Cruise Blvd (Cruise Terminal E)			X			X
1303 N. Cruise Blvd (Cruise Terminal 10)	X			X		
1306 Port Blvd (Seaboard Field Office)	X			X		
1435 N. Cruise Blvd. (Cruise Terminal D)			X			X

Table 1. Historical and Proposed Facility Inspection Schedule (Continued) +

Facility	Consulting Engineer's Report Year					
	2008	2009	2010	2011	2012	2013
1500 Bahama Drive (Cold Storage (CBP))		X		X	X	
1509 N. Cruise Blvd (Shed B)	X			X		
1580 N. Cruise Blvd (Maintenance Facility)**			X			X
1588 Bahama Drive (S.E. Fla Employee Port Assoc.)		X			X	
1600 Bahama Drive (Haskell Co. Field Office)		X			X	
1610 Bahama Drive (Int'l Longshoremen Assoc)		X			X	
1620 Bahama Drive (Seaboard Maintenance)		X			X	
1630 Bahama Drive (Seaboard Office)		X			X	
1640 N. Cruise Blvd. (FPL Vault)	X			X		
1648 N. Cruise Blvd. (Parking Garage 8&9)		X			X	
1720 Africa Way (Shed C)	X			X		
1741 N. Cruise Blvd (Cruise Terminal C, 8)		X			X	
1751 N. Cruise Blvd (Cruise Terminal B, 9)		X			X	
1790 Port Blvd (Interim Control Room)	X			X		
1901 Antarctica Way (E-4 Building)		X			X	
2110 Antarctic Way (Utility Vault)			X			X
2181 E. Port Blvd. (USDA Trailer & Alflex Trailer)***	X			X		
2191 Antarctica Way (Comfort Station CS1)			X			X
2315 Antarctica Way (Comfort Station CS 2)			X			X
2493 Antarctica Way (FPL Vault)	X			X		
2579 Antarctica Way (Comfort Station CS 3)			X			X
2575 Port Blvd. (Utility Vault)			X			X
2580 Port Blvd. (Utility Vault)			X			X
2857 Antarctica Way (Comfort Station CS 4)			X			X
2887 Port Blvd. (Port Crane Management)	X			X		
2911 Port Blvd. (Biscayne Bay Pilots Rip Rap only)	X			X		

Notes:

+ Property list to be finalized following review of leases as part of Task 1 services in conjunction with Port staff.

*** Alflex Trailer not owned by POM.

**** Pilots Facility not owned by POM only Rip-Rap to be inspected.

Facilities that are not being inspected include the following addresses: 630 Europe Way (Old Maintenance Facility), 907 N. Cruise Blvd (Sunshine Medical Center), 1020 Caribbean Way (MSRC), 1124 Caribbean Way (Temp. Fire Dept.), 1400 Port Blvd (Existing Security Gate), 2181 East Port Blvd (Alflex Trailer) ,2299 Port Blvd (Maersk Office Trailer), 2911 Port Blvd (Biscayne Bay Pilots).

The inspection team will utilize inspection sheets to record their field observations during the onsite inspection. In addition, a photographic record will be created to document deficiencies or maintenance needs identified during the inspection. A rough order of magnitude cost estimate to repair the deficiencies and maintenance needs identified during the inspections will be developed. The rough order of magnitude cost estimate will be used to develop the recommended maintenance reserve deposit. In addition to the 5 categories used to classify deficiencies, items will be sorted into minor, major and construction repairs based on criteria developed in conjunction with Port staff.

Task 5. Field Inspections – Seaport Properties

URS personnel will inspect Seaport Properties, as designated in Table 1 for the FY 2009 Consulting Engineer's Report, to identify needed maintenance and repair. In addition to inspecting the Seaport Properties, this task includes compiling the inspection findings, the photo log, and the inspection sheet for each property. It also includes compiling findings and recommended repairs, and preparation of rough order of magnitude cost estimates. An inspection kick-off meeting and two other meetings with Seaport staff are assumed under this task. One to present the preliminary inspection findings and a second meeting to present the rough order of magnitude cost estimate for the deficiency and maintenance repairs. The inspection team will also verify the completion of deficiencies previously identified in the FY 2006 Consulting Engineer's Report.

BRIDGE AND RAIL INSPECTION OVERVIEW

All Port owned bridges, roads and rails will be inspected. The over pass bridge was not inspected during the first three-year cycle because it was to be demolished during construction of the Port Tunnel. However, because the bridge will be used for the next few years, it has been added to the Fiscal Year 2009 inspections. Roadways will not be inspected as part of the FY 2009 Inspection. Instead, they will be inspected as part of the FY 2011 Inspections. The rail spur that serves the Seaboard area and refrigerated yard will also be inspected as part of the FY 2009 report because it may be reactivated in the next few years. The bascule bridges including the vehicle and rail spans will also be inspected during completion of the facilities assessment for the FY 2009 report.

A rough order of magnitude cost estimate to repair the deficiencies and maintenance needs identified during the inspections will be developed. The rough order of magnitude cost estimate will be used to develop the recommended maintenance reserve deposit. In addition to the 5 categories used to classify deficiencies, items will be sorted into minor, major, and construction repairs based on criteria developed in conjunction with Port staff.

Task 6. Port Boulevard Bridge, old Port of Miami Bridge and Rail Road Bridge with Bascule Span Inspections

URS personnel will assess the Port Boulevard Bridge, the old Port of Miami Bridge, and rail road bridge with bascule span. The inspections and load ratings of the bridges will be completed using the FDOT system and a Pontis Inspection Report will be provided. A LRFR load rating for the bridges will also be performed. In order to complete the analysis, As-Built drawings for each bridge must be provided by the Seaport. If As-Built drawings are not available, then construction drawings will be accepted in lieu of the As-Built drawings. The Port will also need to provide copies of the last inspection report for the old Port of Miami Bridge, and rail road bridge. This section includes preparation of the inspection report, completion of the structural analysis, and a rough order of magnitude cost estimate.

Task 7. Seaboard Rail Spur Inspection

The Seaboard Rail Spur will be inspected for visual defects and missing equipment. This inspection does not include Non-destructive testing of welds and rail. The focus of the inspection will identify visual deficiencies and to provide recommendations as to what equipment and rail improvements are needed and outline additional testing and certifications that are required prior to the Port returning the rail spur to service in the next one to five years. Applicable standards will be employed during the assessment of the rails to assess their readiness for use.

Task 8. Capital Improvement Plan (CIP)

The major capital projects to be constructed for the benefit of lease holders and other facility users including passengers and cargo operations will be reviewed. The project team will recommend major expenditures for maintenance and repair needs, identified during the inspections, to be added to the CIP. The available funding sources for the Capital Improvement Plan and the trends associated with the use of various funding sources will also be reviewed. The allocation and disposition of funds in the Construction Fund as well as the fund balance will also be reviewed. The 2010 and 2011 multi-year CIP will be presented as well as a status report on major projects completed during Fiscal Year 2009 and projects that are anticipated to be complete in Fiscal Year 2010. Any projects that are experiencing significant problems or delays due to lack of funding will also be discussed. Delays or deletions of planned capital projects will also be reviewed. One meeting to review the CIP and discuss the status of the projects with Seaport staff is anticipated.

Task 9. Reserve Maintenance Fund Deposit

The deposit to the Reserve Maintenance Fund will be determined from the results of the on-site inspections. As defined in the Master Bond Ordinance, "Moneys held in the Reserve Maintenance Fund can be used to pay the cost of unusual or extraordinary

maintenance or repairs, the cost of renewals and replacements and the cost of acquiring, installing or replacing equipment. . ." Should there be a funding short fall, or revenues are not sufficient to allow a deposit to the Reserve Maintenance Fund, a recommendation to increase tariffs or rates will be made so that future deposits can be increased to the level recommended by the Consulting Engineer.

Task 10. Financial and Business Conditions

The audited financial results for Fiscal Year 2009 will be reviewed and the actual results along with projections for Fiscal Year 2010 will also be presented. The Project Team will identify and obtain relevant financial information and operating results for review. The rates and tariffs will be reviewed to determine their adequacy to meet the projected expenses and revenue needs of the Seaport. The rates and tariffs of the Seaport will be compared to competitor ports in Florida and the Southeastern United States. A financial model will be constructed to test the financial results and allow for the preparation of financial projections or the testing of alternative financial scenarios and results.

The use of the Operating Revenues and the Operating Expenses will be reviewed including the basis/assumptions utilized to estimate revenues and expenses.

Outstanding debt and debt service will be assessed in order to determine debt service coverage and compliance with the requirements of the Master Bond Ordinance. Critical factors that affect debt service coverage will be identified. Where appropriate, suggestions for managing these factors or risks associated with the factors will be discussed.

The Seaport's insurance coverage will be reviewed to determine its adequacy. A schedule of values showing each property, its square footage and the current replacement cost will be provided by the Seaport for review.

Task 11. Report Preparation

This task includes preparation of the draft and final Consulting Engineer report. Ten copies of the draft report will be prepared and submitted to the Seaport for review and comment. A workshop will be held with Seaport staff within one month after the draft report is submitted to review the report and the major findings. Sixty days are allocated for review of the draft report by the Seaport staff. Following receipt of comments on the draft report, the final report will be prepared. Twenty copies of the final report will be submitted along with one electronic copy in PDF format.

Task 12. Project Coordination/Management

URS will provide project management services including subconsultant oversight and coordination under this task, as well as contract compliance activities.

Assumptions

This scope of work and the associated fee estimate have been prepared on the basis of the following assumptions noted below.

1. Requests for data, drawings, or reports will be fulfilled (provided or identified as not available) within 5 working days.
2. Data will be provided in electronic format whenever possible.
3. A formal data request will be prepared and forwarded to Seaport staff following issuance of a task authorization. The data request will address drawings, financial documents, permits, and any other information that will be required to prepare the report.
4. Project Team members will require one-year identification badges issued by the Port of Miami. Team leaders and key inspection team members will obtain badges that expire annually. However, one-day passes may be used by some members of the inspection team.
5. On-site inspections will be coordinated with seaport staff to allow teams to conduct inspections in during contiguous workdays whenever possible. One or more inspection teams may be onsite at the same time. URS assumes an adequate level of support from Seaport staff to accompany or escort teams as required.
6. Routine maintenance will be observed during inspections. However, a detailed review of Seaport Operations and Maintenance will not be completed.

Schedule

It is anticipated that this project will be completed within 150 days following receipt of an executed task order. The draft report will be issued within 90 days and comments from Seaport staff are expected within 120 days. Should there be a delay in receipt of comments from Seaport staff; the final report will be issued within 30 days following receipt of final comments.

Name	Firm	Job Title	Current Rate
Bough, Paul	URS Corporation Southern	Senior Project Manager	$ 70.84
Cabage, David	URS Corporation Southern	Project Estimator	$ 45.80
Cave-Hunt, Genevieve	URS Corporation Southern	Senior Mechanical Engineer	$ 48.60
Figueroa, Edgar	URS Corporation Southern	Senior Civil-Airport Engineer	$ 55.52
Foinquinos, Rafael	URS Corporation Southern	Sr. Structure/Facility/Foundation Engineer	$ 68.44
Green, Tom	URS Corporation Southern	Senior Civil Engineer	$ 31.26
Herdocia, Ramiro	URS Corporation Southern	Senior Mechanical Engineer	$ 41.24
Jimenez, Santiago	URS Corporation Southern	Project Architect/Designer	$ 38.48
Johnson, Greg	URS Corporation Southern	Senior Mechanical Engineer	$ 61.08
Lopez, Diana	URS Corporation Southern	Project Civil-Highway Engineer	$ 62.64
Lynch, Robert	URS Corporation Southern	Senior Architect/Designer	$ 57.52
Osborn, Todd	URS Corporation Southern	Project Architect/Designer	$ 76.16
Quiat, Ira/NYC	URS Corporation Southern	Vice President	$ 93.40
Roederer, Joanne	URS Corporation Southern	Senior Civil Engineer	$ 45.32
Soler, David	URS Corporation Southern	Senior Civil Engineer	$ 36.06
Vargas, Luis	URS Corporation Southern	Proj. Structure/Facility/Foundation Engineer	$ 84.40
Wegman, Charlie	URS Corporation Southern	Vice President	$ 88.72
Wiley, Dale	URS Corporation Southern	Project Mechanical Engineer	$ 49.32
Woehrle, Albert/NYC	URS Corporation Southern	Principal Transportation Planner	$ 51.08
Eduardo Vazquez	Marlin Engineering Inc	Underwater Bridge Inspector	$ 41.18
Omar Porras	Marlin Engineering Inc	Senior Underwater Bridge Inspector	$ 33.32
Isabel Gonzalez-Jettinghoff	Planning and Economics Group	Consultant 5	$ 50.53
William "Bill" Hutchinson	Planning and Economics Group	Consultant 5	$ 50.53
Youssef Hachem	Youssef Hachem Consulting Engineers, Inc.	Principal	$ 50.00
Joaquin Perez	Network Engineering Services, Inc.	Principal/Senior Bridge Engineer	$ 50.60
Maikel Gonzalez	Network Engineering Services, Inc.	Senior Roadway Engineer	$ 45.67

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	10%

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

September 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 second tier CBE-A/E or a second tier 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 (LOA)

Community Business Enterprise Program

THIS SECTION MUST BE COMPLETED BY PRIME PROPOSER/DESIGN-BUILDER

From: URS Corporation Southern
Name of Prime Proposer / Design-Builder

response to Miami-Dade County's Project Number E09-SEA-02, the undersigned hereby agrees to utilize the ommunity Business Enterprise (CBE-A/E) firm listed below, performing the stated work at the stated percentage, if awarded the ntract. The undersigned further certifies that the firm has been contacted and properly apprised of the projected work signment(s) to be performed upon execution of the contract with Miami-Dade County. Further, by signing this Letter of greement the undersigned consents to be bound by all the Provisions of the CBE Ordinance No. 01-103 as amended.

Name of Proposed CBE-A/E Firm: Network Engineering Services, Inc.
*Note: Certified 2nd tier CBE Prime may perform up to 100% of a CBE-A/E sub-consultant goal with its own forces

Name of Certified CBE-A/E *Prime/Sub (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
Network Engineering Services	4309	11/30/2009	11.00 and 16.00	10%

certify that the representations contained in this form are to the best of my knowledge true and accurate

oposer's / Design Builder Signature — Michael Nardone / Principal-in-Charge (Proposer's / Design-Builder's Name/Title (Print)) — 9/24/2009 (Date)

COMPLETE THIS SECTION ONLY FOR DESIGN/BUILD PROJECTS

certify that the representations contained in this form are to the best of my knowledge true and accurate

ead A/E Firm Signature — Lead A/E Firm Name/Title (Print) — (Date)

THIS SECTION MUST BE COMPLETED BY THE CBE SUBCONSULTANT

ACKNOWLEDGMENT BY THE PROPOSED COMMUNITY BUSINESS ENTERPRISE FIRM

ne undersigned has reasonably uncommitted capacity sufficient to provide the required services, all licenses and technical rtifications necessary to provide such services, the ability to provide such services consistent with normal industry practice, and e ability to otherwise meet the proposal specifications.

CBE Subconsultant Signature — 9/24/2009 Date

Joaquin Perez — President
CBE Subconsultant Name (Print) — Title

Network Engineering Services, Inc.
Name of CBE-A/E 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

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ | ADDRESS | OMB No.: 1215-0149 Expires: 03/31/2003

PAYROLL NO. | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRACT NO.

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE / HOURS WORKED EACH DAY							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O								0.00		$0.00						$0.00	$0.00
			S								0.00	/								
			O								0.00		$0.00						$0.00	$0.00
			S								0.00	/								
			O								0.00		$0.00						$0.00	$0.00
			S								0.00	/								
			O								0.00		$0.00						$0.00	$0.00
			S								0.00	/								
			O								0.00		$0.00						$0.00	$0.00
			S								0.00	/								
			O								0.00		$0.00						$0.00	$0.00
			S								0.00	/								
			O								0.00		$0.00						$0.00	$0.00
			S								0.00	/								
			O								0.00		$0.00						$0.00	$0.00
			S								0.00	/								

105

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

Date _____

I, _____, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, of if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

* U.S. G.P.O. 1997 519.861

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

Port Information

Port Director
Port Security
Press Releases
Photo Gallery
Calendar
Capital Improvements
Environmental Awareness
Customer Service
Employee Recognition
Directions & Parking
Contact Us

Print | E-mail Page | Contact Webmaster | SHARE

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 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.

New Port of Miami Secure Web User Registration Site
The Port of Miami is preparing to publish many new websites to enable its customers to conduct business over the internet 365 days a year 24 hours a day.

» View the user registration instructions

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

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

Identification Cards
305-347-4955

Security Gate "Technical" Questions
305-347-4845

Seaport Security Operations
305-347-4800

Gate Manual

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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

REQUIRED DOCUMENTS
PORT OF MIAMI
IDENTIFICATION CARD

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
SUBMIT ON COMPANY LETTERHEAD

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

PORT OF MIAMI IDENTIFICATION CARD APPLICATION
NEW

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)	
HEIGHT	WEIGHT	RACE
HAIR COLOR	EYE COLOR	GENDER MALE ☐ FEMALE ☐
SOCIAL SECURITY#	ALIEN REGISTRATION#	
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

- ☐ $ 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: / /

☐ 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:_____

PORT OF MIAMI IDENTIFICATION CARD APPLICATION
NEW

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

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:

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 IDENTIFICATION CARD APPLICATION
NEW

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		

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		
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)	
HEIGHT	WEIGHT	RACE
HAIR COLOR	EYE COLOR	GENDER MALE ☐ FEMALE ☐
SOCIAL SECURITY#	ALIEN REGISTRATION#	
DRIVER LICENSE#	STATE OF ISSUE	

SECURITY GUARD LICENSE

CLASS D#: _____ CLASS G#: _____

EXPIRATION: / / EXPIRATION: / /

HOME ADDRESS:

CITY: STATE: ZIP:

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

- ☐ $ 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: / /

☐ FINGERPRINTS COMPLETE

TCN#: _____

PROCESSED BY: _____

DATE: / /

SECTION 2: EMPLOYMENT INFORMATION		
EMPLOYER'S NAME		
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

OFFICIAL USE ONLY

BADGE TYPE

☐ RED ☐ GREEN ☐ GRAY

☐ YELLOW ☐ GRAY/RED

☐ LAW ENFORCEMENT

PORT ID EXPIRATION: / /

SPECIAL ACCESS

☐ MAINTENANCE ☐ IT

☐ ESSENTIAL ☐ PARKING

☐ PORT DIRECTOR

INITIALS:_____

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:**_____

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 NO**T 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
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:					
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		

INITIALS:_____

PORT OF MIAMI IDENTIFICATION CARD APPLICATION
RENEW

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
LOST/STOLEN, DAMAGED, OR CHANGE OF COMPANY

SECTION 1: APPLICANT INFORMATION			OFFICIAL USE ONLY
APPLICATION DATE / /	ID#		**REQUIRED DOCUMENTS**
LAST NAME	FIRST NAME		☐ TWIC CARD *EXPIRATION:* / /
MIDDLE NAME	ALIAS OR NICKNAME		☐ US PASSPORT ☐ US BIRTH CERTIFICATE ☐ NATURALIZATION CERTIFICATE
HOME PHONE	MOBILE PHONE	WORK PHONE	☐ COMPANY LETTER ☐ DRIVER LICENSE ☐ UNION CARD
DATE OF BIRTH / /	PLACE OF BIRTH (IF NOT US BORN, PROVIDE PROOF OF WORK ELIGIBILITY)		☐ WORK AUTHORIZATION *EXPIRATION:* / /
SOCIAL SECURITY#			**PAYMENTS**
DRIVER LICENSE#	STATE OF ISSUE		☐ $ 25.00 CHANGE OF COMPANY ☐ $ 55.00 LOST OR STOLEN ☐ DAMAGED (NO CHARGE)
SECURITY GUARD LICENSE CLASS D#: _____ CLASS G#: _____ EXPIRATION: / / EXPIRATION: / /			*RECEIPT#:* _____ ☐ CASH ☐ PRE-PAID ☐ COMPANY CHECK ☐ CREDIT ☐ MONEY ORDER *PROCESSED BY:* _____ *DATE:* / /

SECTION 2: EMPLOYMENT INFORMATION			OFFICIAL USE ONLY
EMPLOYER'S NAME			**BADGE TYPE**
EMPLOYER'S ADDRESS			☐ RED ☐ GREEN ☐ GRAY ☐ YELLOW ☐ GRAY/RED ☐ LAW ENFORCEMENT
CITY	STATE	ZIP	PORT ID EXPIRATION: / /
EMPLOYER'S PHONE	EMPLOYER'S FAX		**SPECIAL ACCESS**
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.**			☐ MAINTENANCE ☐ IT ☐ ESSENTIAL ☐ PARKING ☐ PORT DIRECTOR **APPLICATION VERIFIED BY:** _____ **DATE:** / /

APPLICANT FULL NAME	**APPLICANT TITLE**
APPLICANT SIGNATURE	**DATE**

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

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
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	CARGO
APPROVED ☐	**APPROVED** ☐
DISAPPROVED ☐	**DISAPPROVED** ☐

ASSISTANT PORT DIRECTOR, SAFETY AND SECURITY **DATE**

CRUISE	CARGO
APPROVED ☐	**APPROVED** ☐
DISAPPROVED ☐	**DISAPPROVED** ☐

ASSISTANT PORT DIRECTOR, MARITIME SERVICES **DATE**

CRUISE	CARGO
APPROVED ☐	**APPROVED** ☐
DISAPPROVED ☐	**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 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		**PAYMENTS** ☐ $ 55.00 NO ACCESS TO RESTRICTED AREA (RED BADGE) *RECEIPT#:* _____ ☐ CASH ☐ PRE-PAID ☐ COMPANY CHECK ☐ CREDIT ☐ MONEY ORDER *PROCESSED BY:* _____ *DATE:* / /
SECURITY GUARD LICENSE CLASS D#: _____ CLASS G#: _____ EXPIRATION: / / EXPIRATION: / /			

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**

INITIALS:_____

SEAPORT SECURITY

WHY IS IT IMPORTANT?

WHAT YOU NEED TO KNOW?

WHY ARE YOU IMPORTANT?

We will attempt in this booklet to explain why the success of the Port of Miami Identification Card (POM ID) 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 to operate as a seaport, it must meet certain criteria established by Federal, State and Local Authorities. Therefore, knowing and understanding these regulations and ensuring compliance with these regulations is critical to the success of the Port's FSP.

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 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 POM ID.

RESTRICTED ACCESS AREA (RAA):

It is any area identified by the Port, which an individual 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 these areas 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 U.S. 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 type of access required for the performance of their duties.

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.

EMPLOYEE'S RESPONSIBILTY:

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 POM ID card to expire they will have to reapply for authorization, similar to a new applicant, in order to renew the POM ID card.
- Employees must comply with all Port access control and POM ID card media systems.
- Employees must maintain their POM ID card in good condition at all times. This means that the card may not be damaged or mutilated.
- Employees must be aware that a POM ID card may not be transferable at any time for any purpose.
- Employees must be aware that POM 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 POM ID card. A replacement fee of $55.00, subject to Code, will be assessed and collected by the Miami-Dade County Seaport Credentials Section before a replacement POM ID card is issued. A police report documenting the loss or theft of the POM 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 a POM 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 POM 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 at the Port of Miami.
- 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 Seaport 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 Port Director or Seaport Department employee or any Law Enforcement Officer a POM Identification card.
- 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 POM ID card, permit, pass, lease, record, form, badge or other instrument or document, issued or maintained by the County Manager or Port Director, pursuant to Chapter 28A.
- No employee shall have in his/her possession any forged, counterfeit, altered, erased, obliterated or transferred POM ID card, permit, pass, lease, record, form, badge or other instrument or document issued or maintained by the County Manager or Port Director.
- No employee shall have in his/her possession the POM 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: POM 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 FLORIDA STATUE 817.021:

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 POM 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 POM 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 POM ID CARD:

To retrieve a confiscated POM ID card, the employee shall contact the Credentials Section at (305) 347-4955/56 to schedule an appointment to discuss confiscation of the POM 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 POM 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 _____

Vendor Name	Trucking Company	Driver's Name	Date of Birth	Driver's License Number	Vehicle Registration Information YEAR	MAKE	Tag	Description of Stores / Provisions

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.

Maynick Form/2005

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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 (last name, first name, middle initial)

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.

(Section 311.12(6)(d)-(e), Florida Statutes (2009))

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned Affiant, _____, personally appeared and, having been first duly sworn by me, says:

1. I, the Affiant, have personal knowledge of all matters set forth in this Affidavit.
2. I understand that, at my own expense, I may consult with an attorney of my choice prior to signing this Affidavit.
3. My federal Transportation Worker Identification Credential (TWIC) is currently valid and in full force and effect.
4. My TWIC expires on _____ (day) _____ (month) _____ (year).
5. I did not receive my TWIC through the TWIC waiver process for disqualifying criminal history under federal law.
6. I have read and understand the information on the reverse side/page 2 of this Affidavit.
7. During the seven (7) years before the date of this Affidavit, 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 for, any offense which is disqualifying under Section 311.12(7), Florida Statutes (2009) (as listed on the reverse side/page 2 of this Affidavit).
8. During the five (5) years before the date of this Affidavit, I was not released from incarceration and have not been under any supervision imposed as a result of sentencing, for committing any offense which is disqualifying under Section 311.12(7), Florida Statutes (as listed on the reverse side/page 2 of this Affidavit), in any jurisdiction, civilian or military.
9. 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 775.083, or Section 775.084 of the Florida Statutes, and that, upon conviction of this felony, I will forfeit all privilege of access to secure or restricted areas of a seaport and will be disqualified from future approval for access to such areas.

_____
AFFIANT SIGNATURE

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____(month), _____(year),

by _____.

_____
NOTARY SEAL (STAMP): Signature of Notary Public – State of Florida

_____
Print/Type/Stamp Commissioned Name of Notary

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

Reverse Side/Page 2 of Affidavit for _____ ***(NAME)***

You are disqualified from employment within or unescorted access to secure or restricted areas of Florida public seaports,

if, during the 7 years before the date of this Affidavit,

- you were convicted of, or entered a plea of guilty or nolo contendere to, regardless of adjudication, or were found not guilty by reason of insanity for
- any of the offenses listed below,
- in any jurisdiction, civilian or military, including courts-martial conducted by the Armed Forces of the United States;

OR

if, during the 5 years before the date of this Affidavit,

- you were released from incarceration or were under any supervision imposed as a result of sentencing,
- for committing any of the disqualifying crimes listed below,
- in any jurisdiction, civilian or military.

Disqualifying offenses: (Most of the offenses are felonies; some are misdemeanors.) **(Offenses added as of July 1, 2009 are in bold type.)**

1. An act of terrorism as defined in s. 775.30.
2. A violation involving a weapon of mass destruction or a hoax weapon of mass destruction as provided in s. 790.166.
3. Planting of a hoax bomb as provided in s. 790.165.
4. **A violation of s. 876.02 [criminal anarchy, communism and other specified doctrines] or s. 876.36 [inciting insurrection].**
5. **A violation of s. 860.065 [obtain public or commercial transportation or conveyance with intent to use it to commit or facilitate a felony; includes attempt or solicitation].**
6. Trafficking as provided in s. 893.135.
7. **Racketeering activity as provided in s. 895.03.**
8. Dealing in stolen property as provided in s. 812.019.
9. **Money laundering as provided in s. 896.101.**
10. **Criminal use of personal identification as provided in s. 817.568.**
11. **Bribery as provided in s. 838.015.**
12. **A violation of s. 316.302, relating to the transport of hazardous materials.**
13. A forcible felony as defined in s. 776.08.
14. A violation of s. 790.07, criminal offense, having weapons.
15. Any crime that includes the use or possession of a firearm.
16. A felony violation for theft as provided in s. 812.014.
17. Robbery as provided in s. 812.13.
18. Burglary as provided in s. 810.02.
19. Any violation involving the sale, manufacture, delivery, or possession with intent to sell, manufacture, or deliver a controlled substance.
20. Any offense under the laws of another jurisdiction that is similar to an offense in this list.
21. Conspiracy or **attempt** to commit any of the offenses in this list.

Initials of Affiant _____

NOTE: Statutory references for disqualifications: s. 311.12(6)(a) and (7)(a)-(b), FS (2009). "Florida public seaports" are those designated in s. 311.09, FS. All section references are to Florida Statutes.