MEMORANDUM

Agenda Item No. 8(J)(1)

TO:	Honorable Vice Chairwoman Audrey M. Edmonson and Members, Board of County Commissioners	**DATE:**	December 4, 2012
FROM:	R. A. Cuevas, Jr. County Attorney	**SUBJECT:**	Resolution approving Professional Services Agreement between Miami-Dade County and AECOM Technical Services, Inc. for Program Management Consultant in the amount of $5,500,000.00, Contract No. E11-SEA-03

The accompanying resolution was prepared by the Port of Miami Department and placed on the agenda at the request of Prime Sponsor Commissioner Rebeca Sosa.

R. A. Cuevas, Jr.
County Attorney

RAC/cp

Memorandum

MIAMI-DADE COUNTY

Date: December 4, 2012

To: Honorable Vice Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Contract Award Recommendation for Program Management Consultant – Contract No. E11-SEA-03 to AECOM Technical Services, Inc.

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached Professional Services Agreement (PSA) between AECOM Technical Services, Inc. and Miami-Dade County in an amount not to exceed $5,500,000.00. This PSA provides for program management consultant services for County projects. The initial term of this PSA is for five years, with two, one-year options to renew periods.

This recommendation is for one contract award resulting from a competitive selection process for program management consulting services. This contract award is assigned a 19% Community Business Enterprise goal.

SCOPE

The scope of work includes performing a range of planning, engineering, architectural, environmental, surveying, mapping, estimating, and construction management services to expeditiously and efficiently complete and deliver the Capital Development program in support of the 5-Year Capital Development program. The Program Management Consultant (PMC) will function as specialized professional services support staff to PortMiami.

FISCAL IMPACT/FUNDING SOURCE

The cost of services will be charged to PortMiami. No service orders will be issued under this PSA unless the user department identifies the appropriate funding source.

TRACK RECORD/MONITOR

This contract will be monitored by Dorian K. Valdes, P.E., Assistant Director for Capital Improvements Division in PortMiami. A review of the Capital Improvements Information System database reveals twenty-three performance evaluations for AECOM Technical Services, Inc. with an above average rating of 3.7 out of a possible 4.0 points.

DELEGATED AUTHORITY

The County Mayor or County Mayor's designee has the authority to execute, implement and exercise the two, one-year options to renew periods for this contract.

BACKGROUND

On February 14, 2012, a Notice to Professional Consultants (NTPC) was advertised and filed with the Clerk of the Board. On March 16, 2012, four proposals were submitted in response to this solicitation. AECOM Technical Services, Inc. was chosen as the top-rated firm and assigned a 19% Community Business Enterprise goal for this contract. Attachment 1 contains detailed information on the technical certifications requirements, results of the competitive process, and other information regarding this PSA.

The selected consultant's responsibilities include providing professional services in project programming and planning; design oversight (Criteria and Standards); oversight of architectural/engineering and engineering/inspection consultants; quality assurance oversight (QA/QC); value engineering (VE); project control; contract administration; estimating; utility relocations; configuration management and document control; claims administration; public outreach; and any supportive tasks ancillary to the primary scope of services.

Jack Osterholt
Deputy Mayor

ATTACHMENT 1

PROJECT NAME:	Program Management Consultant (PMC)
PROJECT NO:	2012-001
CONTRACT NO:	E11-SEA-03
PROJECT DESCRIPTION:	The Port of Miami has determined it desirable to have a Program Management Consultant (PMC) to assist the Capital Development staff in performing a range of planning, engineering, architectural, environmental, surveying, mapping, estimating, and construction management services to expeditiously and efficiently complete and deliver the Capital Development program in support of the 5-Year Capital Development program. The PMC will function as specialized professional services support staff to the Port of Miami. The PMC shall provide professional services in project programming and planning; design oversight (Criteria and Standards); oversight of architectural/engineering and engineering/inspection consultants; quality assurance oversight (QA/QC); value engineering (VE); project control; contract administration; estimating; utility relocations; configuration management and document control; claims administration; public outreach; and any supportive tasks ancillary to the primary scope of services.
PROJECT LOCATION:	Port of Miami

PROJECT SITES:

SITE #	LOCATION 1	DIST	ESTIMATE	T-S-R
#76967	1015 N AMERICA WY	5	$5,500,000.00	54-05-42

PRIMARY COMMISSION DISTRICT:	District 5	Bruno A. Barreiro
APPROVAL PATH:	Board of County Commissioners	
ISD A&E PROJECT NUMBER:	E11-SEA-03	
USING DEPARTMENT:	Port of Miami	
MANAGING DEPARTMENT:	Port of Miami	

Fiscal Impact / Funding Source

FUNDING SOURCE:

SOURCE	PROJECT NUM	SITE #	AMOUNT
Seaport Bonds/Loans	6430061	#76967	$5,500,000.00

OPERATIONS COST IMPACT / FUNDING: Not Applicable, this is a PSA for Program Management Consultant Services.

MAINTENANCE COST IMPACT / FUNDING:	Not Applicable, this is a PSA for Program Management Consultant Services.
LIFE EXPECTANCY OF ASSET:	Not Applicable, this is a PSA for Program Management Consultant Services.
PTP FUNDING:	No
GOB FUNDING:	No
ARRA FUNDING:	No

CAPITAL BUDGET PROJECTS:

CAPITAL BUDGET PROJECT # - DESCRIPTION	AWARD ESTIMATE
6430061- CONSTRUCTION SUPERVISION Book Page:53 Funding Year: Proposed Capital Budget Book as Adopted, for FY 12-13, FY 2016-17 Funds (Seaport Bonds/Loans)	$1,100,000.00
6430061- CONSTRUCTION SUPERVISION Book Page:53 Funding Year: Proposed Capital Budget Book as Adopted, for FY 12-13, FY 2012-13 Funds (Seaport Bonds/Loans)	$1,100,000.00
6430061- CONSTRUCTION SUPERVISION Book Page:53 Funding Year: Proposed Capital Budget Book as Adopted, for FY 12-13, FY 2013-14 Funds (Seaport Bonds/Loans)	$1,100,000.00
6430061- CONSTRUCTION SUPERVISION Book Page:53 Funding Year: Proposed Capital Budget Book as Adopted, for FY 12-13, FY 2014-15 Funds (Seaport Bonds/Loans)	$1,100,000.00
6430061- CONSTRUCTION SUPERVISION Book Page:53 Funding Year: Proposed Capital Budget Book as Adopted, for FY 12-13, FY 2015-16 Funds (Seaport Bonds/Loans)	$1,100,000.00
CAPITAL BUDGET PROJECTS TOTAL:	$5,500,000.00

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:

TYPE	CODE	DESCRIPTION
Prime	5.01	PORT AND WATERWAY SYSTEMS - ENGINEERING DESIGN
Prime	5.02	PORT AND WATERWAY SYSTEMS - ARCHITECTURAL DESIGN
Prime	17.00	ENGINEERING CONSTRUCTION MANAGEMENT
Prime	18.00	ARCHITECTURAL CONSTRUCTION MANAGEMENT

Other	1.04	TRANSPORTATION PLANNING - PORT AND WATERWAY SYSTEMS PLANNING
Other	3.01	HIGHWAY SYSTEMS - SITE DEVELOPMENT AND PARKING LOT DESIGN
Other	3.03	HIGHWAY SYSTEMS - BRIDGE DESIGN
Other	3.08	HIGHWAY SYSTEMS - INTELLIGENT TRANSPORTATION SYSTEMS ANALYSIS, DESIGN, AND IMPLEMENTATION
Other	3.09	HIGHWAY SYSTEMS - SIGNING, PAVEMENT MARKING, AND CHANNELIZATION
Other	5.03	PORT AND WATERWAY SYSTEMS - CRUISE TERMINAL DESIGN
Other	5.05.	PORT AND WATERWAY SYSTEMS - CARGO TERMINAL DESIGN
Other	5.07	PORT AND WATERWAY SYSTEMS - SECURITY SYSTEMS
Other	5.08	PORT AND WATERWAY SYSTEMS - MARINE ENGINEERING DESIGN
Other	5.09	PORT AND WATERWAY SYSTEMS - ENVIRONMENTAL DESIGN
Other	5.10	PORT AND WATERWAY SYSTEMS - TRANSPORTATION SYSTEMS DESIGN
Other	6.01	WATER AND SANITARY SEWER SYSTEMS - WATER DISTRIBUTION AND SANITARY SEWAGE COLLECTION AND TRANSMISSION SYSTEMS
Other	8.00	TELECOMMUNICATION SYSTEMS
Other	9.02	SOILS, FOUNDATIONS AND MATERIALS TESTING - GEOTECHNICAL AND MATERIALS ENGINEERING SERVICES
Other	9.05	SOILS, FOUNDATIONS AND MATERIALS TESTING - ROOF TESTING AND CONSULTING
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	14.00	ARCHITECTURE
Other	15.01	SURVEYING AND MAPPING - LAND SURVEYING
Other	16.00	GENERAL CIVIL ENGINEERING
Other	19.05	VALUE ANALYSIS AND LIFE-CYCLE COSTING - PORT AND WATERWAY SYSTEMS
Other	22.00	ADA TITLE II CONSULTANT
Other	26.00	CLAIMS ANALYSIS SERVICES

SUSTAINABLE BUILDINGS ORDINANCE: (I.O NO. 8-8)	Did the Notice to Professional Consultants contain Specific Language requiring compliance with the Sustainable Buildings Program? Not Applicable
NTPC'S DOWNLOADED:	181
PROPOSALS RECEIVED:	4
TOTAL CONTRACT PERIOD:	2555 Days. Excludes Warranty Administration Period
CONTINGENCY PERIOD:	182 Days. Based on the initial five (5) year term of the contract.
IG FEE INCLUDED IN BASE CONTRACT:	Yes
ART IN PUBLIC PLACES:	No
BASE ESTIMATE:	$5,000,000.00
BASE CONTRACT AMOUNT:	$5,000,000.00

OPTION TO EXTEND:

AMOUNT:	DAYS:	EXTENSION COMMENT:
$0.00	730	The County Mayor or County Mayor's designee has the authority to extend the PSA duration for two, one-year extension periods.

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

TYPE	PERCENT	AMOUNT	COMMENT
PSA	10%	$500,000.00	

TOTAL DEDICATED ALLOWANCE:	$0.00
TOTAL AMOUNT:	$5,500,000.00

Track Record / Monitor

SBD HISTORY OF VIOLATIONS:	None
EXPLANATION:	A Notice to Professional Consultants (NTPC) was advertised on February 14, 2012. Four proposals were submitted on March 16, 2012, in response to the NTPC. All four respondents were found in compliance with the Community Business Enterprise goal and Technical Certification requirements established for this solicitation. The Competitive Selection Committee (CSC) appointed by the Mayor conducted a First Tier Screening on June 29, 2012 to evaluate the proposals received. All four firms were evaluated in accordance with Section 2-10.4 of the Miami-Dade County Code and Implementing Order 3-34. The final qualitative ranking for the four firms were as follows: Firm No. 1, AECOM Technical Services, Inc. received 557 points; Firm No. 2,

Bermello, Ajamil & Partners, Inc. received 539 points; Firm No. 3, CH2M Hill, Inc. received 537 points; and Firm No. 4, Parsons Water & Infrastructure, Inc. received 527 points.

Based on the CSC's professional expertise, the information provided in the proposals was deemed 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 and recommended that negotiations be conducted with AECOM Technical Services, Inc. The County Mayor concurred with the CSC and on July 27, 2012, the first negotiation meeting was held.

After two negotiations, the Negotiation Committee arrived at a schedule of rates that was fair and reasonable for Program Management Consulting Services for PortMiami. There are twenty-three evaluations on record in the Capital Improvement Information System for AECOM Technical Services, Inc. with an above average rating of 3.7 points out of a total 4.0 possible points. Based on the above, it is recommended that this Agreement be awarded in the not to exceed amount of $5,500,000.00 to AECOM Technical Services, Inc.

SUBMITTAL DATE:	3/16/2012
ESTIMATED NOTICE TO PROCEED:	11/26/2012
PRIME CONSULTANT:	AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)
COMPANY PRINCIPAL:	Pedro H. Hernandez
COMPANY QUALIFIERS:	Kevin M. Cornish
COMPANY EMAIL ADDRESS:	Pedro.Hernandez@aecom.com
COMPANY STREET ADDRESS:	800 Douglas Entrance North Tower, 2nd Floor
COMPANY CITY-STATE-ZIP:	Coral Gables, Florida 33134
YEARS IN BUSINESS:	18
PREVIOUS EXPERIENCE WITH COUNTY IN THE LAST FIVE YEARS:	According to the Firm History Report, as provided by the Division of Small Business Development, within the last five years, AECOM Technical Services, Inc. has held thirteen (13) Contracts with a total value of $42,784,840.00, including Change Orders approved by the BCC for $0.00.
SUBCONSULTANTS:	Civil Works, Inc. Indigo Services Corporation Initial Engineers, P.A. Keith & Associates, Inc. Rodolfo Ibarra, P.E., P.A. Shaw Environmental, Inc. U.S. South Engineering and Testing Lab, Inc. Cunningham Group, Inc. Sharpton, Brunson & Co., P.A.

MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS:	Yes	The prime consultant must hold Technical Certifications 5.01–Port & Waterways Systems–Engineering Design, 5.02-Port & Waterways Systems-Architectural Design, 17.00–Engineering Construction Management, and 18.00-Architectural Construction Management. Interested Professional Consulting Firms must have 3 years experience for similar work as described above. This expertise can be met by any qualified individual(s) of the consulting team (prime or sub-consultant). PLEASE NOTE: the PMC will not be considered for any new Port Miami architectural and/or engineering design Professional Service Agreements during the term of this Contract, including any renewal terms. Port Miami shall assign work scope to the PMC at the Port's discretion to avoid potential conflicts of interest. The PMC shall provide full disclosure within its proposal of any contracts in which it is either (1) a Prime Contractor to the County at the Port, or (2) any contracts in which it is acting as subcontractor on any projects at the Port for architectural and/or engineering design projects that have not received a certificate of completion from the permitting agency.

REVIEW COMMITTEE: **MEETING DATE:** 1/11/2012 **SIGNOFF DATE:** 1/11/2012

APPLICABLE WAGES: (RESOLUTION No. R-54-10) No

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:

TYPE	GOAL	ESTIMATED VALUE	COMMENT
CBE	19.00%	$1,045,000.00	
CWP	0.00%	0	Not Applicable

MANDATORY CLEARING HOUSE: No

CONTRACT MANAGER NAME / PHONE / EMAIL:	Gyselle Pino	(305) 347-4833	gmf@miamidade.gov
PROJECT MANAGER NAME / PHONE / EMAIL:	Dorian K. Valdes, PE	305-347-4802	valded@miamidade.gov

Background

BACKGROUND: The Port of Miami has determined it desirable to have a Program Management Consultant (PMC) to assist the Capital Development staff in performing a range of planning, engineering, architectural, environmental, surveying, mapping, estimating, and construction management services to expeditiously and efficiently complete and deliver the Capital Development program in support of the 5-Year Capital Development program. The PMC will function as specialized professional services support staff to the Port of Miami.

BUDGET APPROVAL
FUNDS AVAILABLE: OMB DIRECTOR — DATE 10/23/12

APPROVED AS TO
LEGAL SUFFICIENCY: COUNTY ATTORNEY — DATE 10/26/12

MAYOR — DATE

CLERK DATE

DATE

MEMORANDUM

(Revised)

TO: Honorable Vice Chairwoman Audrey M. Edmonson and Members, Board of County Commissioners

DATE: December 4, 2012

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

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

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(J)(1)
12-4-12

RESOLUTION NO. _____

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND AECOM TECHNICAL SERVICES, INC. FOR PROGRAM MANAGEMENT CONSULTANT IN THE AMOUNT OF $5,500,000.00, CONTRACT NO. E11-SEA-03; 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 AECOM Technical Services, Inc. for Program Management Consultant in the amount of $5,500,000.00, in substantially the form attached hereto and made part hereof.

Section 2. Authorizes the Mayor or designee to execute the 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:

Audrey M. Edmonson, Vice Chairwoman

Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	Juan C. Zapata

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of December, 2012. 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

Port Facility Improvements

CARGO BULKHEAD REHABILITATION **PROJECT # 646300**

DESCRIPTION: Repair and improvements to port cargo area bulkheads

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

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

REVENUE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Seaport Bonds/Loans	1,000	7,703	8,438	2,147	5,483	0	0	0	24,771
TOTAL REVENUE:	**1,000**	**7,703**	**8,438**	**2,147**	**5,483**	**0**	**0**	**0**	**24,771**
EXPENDITURE SCHEDULE:	**PRIOR**	**2012-13**	**2013-14**	**2014-15**	**2015-16**	**2016-17**	**2017-18**	**FUTURE**	**TOTAL**
Construction	1,000	7,703	8,438	2,147	5,483	0	0	0	24,771
TOTAL EXPENDITURES:	**1,000**	**7,703**	**8,438**	**2,147**	**5,483**	**0**	**0**	**0**	**24,771**

CARGO GATEWAY SECURITY SYSTEMS **PROJECT # 644010**

DESCRIPTION: Purchase and install security systems for new gateway as required

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

DISTRICT LOCATED: 5
ESTIMATED ANNUAL OPERATING IMPACT: $100
DISTRICT(s) SERVED: Countywide

REVENUE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Seaport Bonds/Loans	250	2,011	724	2,709	3,375	0	0	0	9,069
TOTAL REVENUE:	**250**	**2,011**	**724**	**2,709**	**3,375**	**0**	**0**	**0**	**9,069**
EXPENDITURE SCHEDULE:	**PRIOR**	**2012-13**	**2013-14**	**2014-15**	**2015-16**	**2016-17**	**2017-18**	**FUTURE**	**TOTAL**
Construction	250	2,011	724	2,709	3,375	0	0	0	9,069
TOTAL EXPENDITURES:	**250**	**2,011**	**724**	**2,709**	**3,375**	**0**	**0**	**0**	**9,069**

CONSTRUCTION SUPERVISION **PROJECT # 6430061**

DESCRIPTION: Provide supervision of on-going construction projects at the Port

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

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

REVENUE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Seaport Bonds/Loans	10,750	4,900	4,900	4,900	4,900	4,900	0	0	35,250
TOTAL REVENUE:	**10,750**	**4,900**	**4,900**	**4,900**	**4,900**	**4,900**	**0**	**0**	**35,250**
EXPENDITURE SCHEDULE:	**PRIOR**	**2012-13**	**2013-14**	**2014-15**	**2015-16**	**2016-17**	**2017-18**	**FUTURE**	**TOTAL**
Construction Management	10,750	4,900	4,900	4,900	4,900	4,900	0	0	35,250
TOTAL EXPENDITURES:	**10,750**	**4,900**	**4,900**	**4,900**	**4,900**	**4,900**	**0**	**0**	**35,250**

Small Business Development Division

Project Worksheet

Project/Contract Title: PROGRAM MANAGEMENT CONSULTANT (PMC) (SIC 871)
Received Date: 11/28/2011
Project/Contract No: E11-SEA-03
Funding Source:
Department: SEAPORT
SEAPORT REVENUES
Estimated Cost of Project/Bid: $5,500,000.00
Resubmittal Date(s):
Description of Project/Bid: To support and supplement the Port's core staff, who will continue to be the Port's representatives that oversee the Capital Development Program. The PMC will support Port staff in program management functions necessary to ensure that Seaport projects are completed on time and within budget. PMC personnel will be available to the County based on specific work authorizations dictated by the amount of work required. The County will manage the PMC and all port projects. Port staff will be responsible for implementing all policy decisions made by the Board of County Commissioners (BCC) regarding the implementation of all Port projects and will supervise the PMC in their performance of specific duties.

Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	CBE	19.00%

Reasons for Recommendation

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

Sufficient CBE firms are certified in the following Technical Categories: 3.09, 5.03, 5.05, 5.07, 5.08, 5.09, 6.01, 8.00, 9.02, 9.05, 10.01, 11.00, 12.00, 13.00, 14.00, 15.01, 16.00, 19.05, 22.00, and 26.00.

SIC 871 - Architectural and Engineering Services

Analysis for Recommendation of a Goal

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
	CBE	$1,045,000.00	19.00%	225
Total		$1,045,000.00	19.00%	

Living Wages: YES [ ] NO [X]
Responsible Wages: YES [ ] NO [X]

Responsible Wages and Benefits applies to all construction projects over $100,000 that do not utilize federal fund. For federally funded projects, unless prohibited by federal or state law or disallowed by a governmental funding source, the HIGHER wage between Davis Bacon and Responsible Wages and Benefits shall apply.

REVIEW RECOMMENDATION

Tier 1 Set Aside _____ **Tier 2 Set Aside** _____

Set Aside _____ **Level 1** _____ **Level 2** _____ **Level 3** _____

Trade Set Aside (MCC) _____ **Goal** 19% **Bid Preference** _____

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

County Mayor / Designee — Date

DBD/R0090 v.20111103

Port Facility Improvements

CARGO BULKHEAD REHABILITATION PROJECT # 646300

DESCRIPTION: Repair and improvements to port cargo area bulkheads

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

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

REVENUE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Seaport Bonds/Loans	1,000	7,703	8,438	2,147	5,483	0	0	0	24,771
TOTAL REVENUE:	**1,000**	**7,703**	**8,438**	**2,147**	**5,483**	**0**	**0**	**0**	**24,771**
EXPENDITURE SCHEDULE:	**PRIOR**	**2012-13**	**2013-14**	**2014-15**	**2015-16**	**2016-17**	**2017-18**	**FUTURE**	**TOTAL**
Construction	1,000	7,703	8,438	2,147	5,483	0	0	0	24,771
TOTAL EXPENDITURES:	**1,000**	**7,703**	**8,438**	**2,147**	**5,483**	**0**	**0**	**0**	**24,771**

CARGO GATEWAY SECURITY SYSTEMS PROJECT # 644010

DESCRIPTION: Purchase and install security systems for new gateway as required

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

DISTRICT LOCATED: 5
ESTIMATED ANNUAL OPERATING IMPACT: $100
DISTRICT(s) SERVED: Countywide

REVENUE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Seaport Bonds/Loans	250	2,011	724	2,709	3,375	0	0	0	9,069
TOTAL REVENUE:	**250**	**2,011**	**724**	**2,709**	**3,375**	**0**	**0**	**0**	**9,069**
EXPENDITURE SCHEDULE:	**PRIOR**	**2012-13**	**2013-14**	**2014-15**	**2015-16**	**2016-17**	**2017-18**	**FUTURE**	**TOTAL**
Construction	250	2,011	724	2,709	3,375	0	0	0	9,069
TOTAL EXPENDITURES:	**250**	**2,011**	**724**	**2,709**	**3,375**	**0**	**0**	**0**	**9,069**

CONSTRUCTION SUPERVISION PROJECT # 6430061

DESCRIPTION: Provide supervision of on-going construction projects at the Port

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

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

REVENUE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Seaport Bonds/Loans	10,750	4,900	4,900	4,900	4,900	4,900	0	0	35,250
TOTAL REVENUE:	**10,750**	**4,900**	**4,900**	**4,900**	**4,900**	**4,900**	**0**	**0**	**35,250**
EXPENDITURE SCHEDULE:	**PRIOR**	**2012-13**	**2013-14**	**2014-15**	**2015-16**	**2016-17**	**2017-18**	**FUTURE**	**TOTAL**
Construction Management	10,750	4,900	4,900	4,900	4,900	4,900	0	0	35,250
TOTAL EXPENDITURES:	**10,750**	**4,900**	**4,900**	**4,900**	**4,900**	**4,900**	**0**	**0**	**35,250**

BUDGET PROJECT 6430061 - (As per 2010-2011 Approved Budget)

Project Title: 6430061-CONSTRUCTION SUPERVISION

Project Desc: Provide supervision of on-going construction projects at the Port

CDP Project Revenue

CDP Revenue:	Prior:	10-11:	11-12:	12-13:	13-14:	14-15:	15-16:	FUTURE:	Total:
Seaport Bonds/Loans	4,900,000	4,900,000	4,900,000	4,900,000	4,900,000	4,900,000	4,900,000	0	34,300,000

CIIS Site Funding Info

SITE Location/Desc:	Prior:	10-11:	11-12:	12-13:	13-14:	14-15:	15-16:	FUTURE:	Total:
68838 - Port of Miami	0	0	0	0	0	0	0	0	0
Desc: Supervise construction projects at the Port.									
72466 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Provide funding for supervision of construction projects at the Dante B. Fascell Port of Miami-Dade									
72467 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Provide funding for supervision of construction projects at the Dante B. Fascell Port of Miami-Dade									
72468 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Provide funding for supervision of construction projects at the Dante B. Fascell Port of Miami-Dade									
75924 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Provide supervision of on-going construction projects at the Port									
76135 - 1015 N AMERICA WY	0	5,750,000	5,000,000	4,900,000	4,900,000	4,900,000	4,900,000	4,900,000	35,250,000
Desc: Provide supervision of on-going construction projects at the Port									
76967 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Program Management Consultant									
Total: Count 7	0	5,750,000	5,000,000	4,900,000	4,900,000	4,900,000	4,900,000	4,900,000	35,250,000

	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:	19-20:	20-21:	21-22:	22-23:	23-24:	Total:
CIIS Proposed BV	7	0	0	0	0	4,900,000	4,900,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	0	0	0	0	0	0	0	0	39,800,000.00
CIIS Proposed	7	0	0	0	0	4,900,000	4,900,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	0	0	0	0	0	0	0	0	39,800,000.00

MSI

CIIS Proposed Book Report

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

PROJECT REPORT 4

EXIT

Current Contracts for Project 6430061

Dept	ContractNo	Contract Name	RTA / MCC Estimated Allocation	Award / MCC Award Allocation	CIIS Award
SP	E05-SEA-01	Program Management Contract	$0.00	$5,500,000.00	$5,500,000.00
SP	E05-SEA-01	Program Management Contract	$5,500,000.00	$0.00	$5,500,000.00
SP	E11-SEA-03	Program Management Consultant (PMC)	$1,100,000.00	$0.00	$5,500,000.00
SP	E11-SEA-03	Program Management Consultant (PMC)	$1,100,000.00	$0.00	$5,500,000.00
SP	E11-SEA-03	Program Management Consultant (PMC)	$1,100,000.00	$0.00	$5,500,000.00
SP	E11-SEA-03	Program Management Consultant (PMC)	$1,100,000.00	$0.00	$5,500,000.00
SP	E11-SEA-03	Program Management Consultant (PMC)	$1,100,000.00	$0.00	$5,500,000.00
SP	E11-SEA-03	Program Management Consultant (PMC)	$0.00	$1,100,000.00	$5,500,000.00
SP	E11-SEA-03	Program Management Consultant (PMC)	$0.00	$1,100,000.00	$5,500,000.00
SP	E11-SEA-03	Program Management Consultant (PMC)	$0.00	$1,100,000.00	$5,500,000.00
SP	E11-SEA-03	Program Management Consultant (PMC)	$0.00	$1,100,000.00	$5,500,000.00
		Total Allocated:	$11,000,000.00	$11,000,000.00	

Current Contracts for Sites of Project 6430061

(Theses contracts are not necessarily funded from this project)

Dept	Site NO	ContractNo	Award Allocation

SP	#68838	E03-SEA-03	$270,000.00
SP	#68838	E03-SEA-03	$100,000.00
SP	#68838	E03-SEA-03	$20,000.00
SP	#68838	E03-SEA-03	$0.00
SP	#72466	E05-SEA-01	$0.00
SP	#72467	E05-SEA-01	$0.00
SP	#72468	E05-SEA-01	$0.00
SP	#76967	E11-SEA-03	$5,500,000.00
		Total Allocated:	$5,890,000.00

DELETE

Search for Site Number
Search for Budget Project Number

Exit

Port of Miami

Contract Capital Projects

CONTRACT NO: - E11-SEA-03

CURRENT CONTRACT CDP AWARD PROJECTS:

ACTION	CAPITAL BUDGET PROJECT / DESCRIPTION	E11-SEA-03 Estimate
None	CDP - 6430061 - CONSTRUCTION SUPERVISION	$1,100,000.00
	Capital Budget Book Page: 53	Funding Year: Proposed Capital Budget Book as
None	CDP - 6430061 - CONSTRUCTION SUPERVISION	$1,100,000.00
	Capital Budget Book Page: 53	Funding Year: Proposed Capital Budget Book as
None	CDP - 6430061 - CONSTRUCTION SUPERVISION	$1,100,000.00
	Capital Budget Book Page: 53	Funding Year: Proposed Capital Budget Book as
None	CDP - 6430061 - CONSTRUCTION SUPERVISION	$1,100,000.00
	Capital Budget Book Page: 53	Funding Year: Proposed Capital Budget Book as
	CDP - 6430061 - CONSTRUCTION SUPERVISION	

None

$1,100,000.00

Capital Budget Book Page:

53

Funding Year:

Proposed Capital Budget Book as

Project Totals: $5,500,000.00

ADDITIONAL CDP PROJECTS (BY PROJECT DESC)

ACTION	CDP PROJECT / DESCRIPTION	E11-SEA-03 Estimate
None	Select CDP Project...	0

ADDITIONAL CDP PROJECTS (BY PROJECT NUMBER)

ACTION	CDP PROJECT / DESCRIPTION	E11-SEA-03 Estimate
None	Select CDP Project...	0

Exit

MIAMI-DADE COUNTY

MEMORANDUM

DATE: March 23, 2012

TO: Lester Sola, Director
Internal Services Department

FROM: Sherri McGriff, Division Director, Business Opportunity Support Services
Sustainability, Planning & Economic Enhancement Department
Small Business Development

SUBJECT: Compliance Review
Project No. E11-SEA-03
Program Management Consultant (PMC)

Small Business Development (SBD) a Division of The Sustainability, Planning, and Economic Enhancement Department 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 19% CBE sub-consultant goal.

The Professional Services Division of the Internal Services Department has submitted proposals from CH2M Hill, Inc. #1, AECOM Technical Services, Inc. #2, Bermello, Ajamil & Partners, Inc. #3, and Parsons Water & Infrastructure, Inc. #4 for compliance review. Following is the pre-award compliance status and summary.

STATUS:

1. CH2M Hill, Inc. #1 — Compliant
2. AECOM Technical Services, Inc. #2 — Compliant
3. Bermello, Ajamil & Partners, Inc. #3 — Compliant
4. Parsons Water & Infrastructure, Inc. #4 — Compliant

SUMMARY:

CH2M Hill, Inc. submitted the required Letters of Agreement (LOA) listing SRS Engineering, Inc. to perform Highway Systems-Site Development/Parking Lot Design, Highway Systems-Signing, Pavement Markings, Channelization, Port & Waterway Systems-Engineering Design, Port & Waterway Systems-Cruise Terminal Design, Port & Waterway Systems-Cargo Terminal Design, Port & Waterway Systems-Marine Engineering Design, W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, Environmental Engineering-Stormwater Drainage Design Services, General Structural Engineering, General Civil Engineering, and Engineering Construction Management at 10%, BC Architects AIA, Inc. to perform Port & Waterway Systems-Architectural Design, Port & Waterway Systems-Cruise Terminal Design, Architecture, Architectural Construction Management, and ADA Title II Consultant at 7%, Robayna and Associates, Inc. to perform Port & Waterway Systems-Engineering Design, W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, Environmental Engineering-Stormwater Drainage Design Services, Surveying and Mapping-Land Surveying, and General Civil Engineering at 5%, and Advance Consulting Engineering Services, Inc. to perform Geotechnical & Materials Engineering Services and Roof Testing and Consulting at 1%. CH2M Hill, Inc. is in compliance with the requirements of CBE program.

AECOM Technical Services, Inc. submitted the required Letters of Agreement listing Indigo Service Corporation to perform Port & Waterway Systems-Architectural Design, Port & Waterway Systems-Cruise Terminal Design, Port & Waterway Systems-Cargo Terminal Design, Architecture, Value Analysis/Life-Cycle Costing-Port & Waterway, ADA Title II Consultant, and Claims Analysis Services at 10%, Civil Works, Inc. to perform Transportation Planning-Port/Waterway Systems at 5%, Rodolfo Ibarra, P.E., P.A. to perform Highway

Systems-Site Development/Parking Lot Design and Port & Waterway Systems-Environmental Design at 4%, Keith and Associates, Inc. to perform Surveying and Mapping Land Surveying at 2%, and Initial Engineers, P.A. perform Port & Waterway Systems-Security Systems, also at 2%. AECOM Technical Services, Inc. is in compliance with the requirements of CBE program.

Bermello, Ajamil & Partners, Inc. submitted the required Letters of Agreement listing Manuel G. Vera & Associates, Inc. to perform Surveying and Mapping-Land Surveying at 1%, Advance Consulting Engineering Services, Inc. to perform Geotechnical & Materials Engineering Services and Roof Testing and Consulting, also at 1%, Louis J. Aguirre & Associates, P.A. to perform Telecommunications Systems, General Mechanical Engineering, General Electrical Engineering, and Engineering Construction Management at 6%, Nifah and Partners Consulting Engineers, Inc. to perform Highway Systems-Site Development/Parking Lot Design, Highway Systems-Bridge Design, Port & Waterway Systems-Engineering Design, W & S Systems-Water Distribution & Sanitary Sewage Collection, General Structural Engineering, General Civil Engineering, and Engineering Construction Management at 4%, and Nova Consulting, Inc. to perform Highway Systems-Site Development/Parking Lot Design, Highway Systems-Signing, Pavement Markings, Channelization, Port & Waterway Systems-Engineering Design, Port & Waterway Systems-Environmental Design, W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, Environmental Engineering-Stormwater Drainage Design Services, General Civil Engineering, Engineering Construction Management, and Value Analysis/Life-Cycle Costing-Port & Waterway at 8%. Bermello, Ajamil & Partners, Inc. is in compliance with the CBE Participation Provisions.

Parsons Water & Infrastructure, Inc. submitted the required Letters of Agreement listing Rodriguez and Quiroga Architects Chartered to perform Highway Systems-Site Development/Parking Lot Design, W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, Environmental Engineering-Stormwater Drainage Design Services, Architecture, General Civil Engineering, Engineering Construction Management, Architectural Construction Management, and ADA Title II at 15%, Advance Consulting Engineering Services, Inc. to perform Geotechnical & Materials Engineering Services and Roof Testing and Consulting at 3%, and Manuel G. Vera & Associates, Inc. to perform Surveying and Mapping-Land Surveying at 2%. Parsons Water & Infrastructure, Inc. 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 Internal Services Department 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.

SM: vow

C: Luisa Millan, OCI
Patrice Hill, SBD
File

Capital Improvements Information System

MCC Contractor Evaluations Report

Dept	Contract	Type	Contractor / Architect Name	Date	Rater	Period	Rate
PE	E01-DERM-04, EP-40	PSA	AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)	2/25/2006		Project conclusion or closeout	3.0
PE	E01-DERM-01-4	PSA	AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)	3/1/2006		None	3.0
WS	E01-WASD-05, Project 2	PSA	AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)	7/21/2006	Rafael J. Ballesteros	Project conclusion or closeout	4.0
WS	E01-WASD-05, Project 2	PSA	AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)	8/9/2006	Sylvia Gonzalez	Project conclusion or closeout	4.0
WS	E04-WASD-05	PSA	AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)	10/15/2007	Sylvia Gonzalez	Project conclusion or closeout	2.9
WS	E04-WASD-05	PSA	AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)	3/27/2010	Daniel Edwards	Completion of study or design	4.0
WS	E07-WASD-09	PSA	AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)	10/15/2010	Lin Li	Completion of study or design	3.8
WS	E07-WASD-09	PSA	AECOM Technical Services, Inc. (f/k/a	10/15/2010	Lin Li	Completion of study or design	3.8

			Earth Tech, Inc.)					
WS	E07-WASD-09	PSA	AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)	3/2/2010	Lin Li	Interim	3.3	
WS	E07-WASD-09	PSA	AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)	10/21/2010	Lin Li	Interim	3.6	
WS	E07-WASD-09	PSA	AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)	1/11/2011	Lin Li	Interim	3.7	
WS	E07-WASD-09	PSA	AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)	1/11/2011	Lin Li	Interim	3.8	
WS	E07-WASD-09	PSA	AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)	1/12/2011	Lin Li	Interim	3.9	
WS	E07-WASD-05 (A)	PSA	AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)	1/31/2011	James Ferguson	Interim	3.7	
WS	E04-WASD-05	PSA	AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)	3/11/2011	Peter M Jelonek	Completion of study or design	3.8	
WS	E04-WASD-05	PSA	AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)	3/11/2011	Peter M Jelonek	Completion of study or design	3.9	
WS	E04-WASD-05	PSA	AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)	3/11/2011	Peter M Jelonek	Completion of study or design	3.9	
WS	E07-WASD-09	PSA	AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)	4/25/2011	Lin Li	Completion of study or design	3.8	
WS	E07-WASD-09	PSA	AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)	4/25/2011	Lin Li	Completion of study or design	3.8	

WS	E07-WASD-09	PSA	AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)	7/22/2011	Lin Li	Completion of study or design	3.8
WS	E04-WASD-05	PSA	AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)	8/25/2011	Peter M Jelonek	Project conclusion or closeout	3.9
WS	E07-WASD-09	PSA	AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)	11/30/2011	Lin Li	Completion of study or design	3.8
WS	E07-WASD-09	PSA	AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)	6/21/2012	Lin Li	Completion of study or design	3.9

Evaluation Count: 23 Contractors: 1 Average Evaluation: 3.7

Find Contracts With Search String -->

Projects | Goto Bottom

Exit

INTERNAL SERVICE DEPARTMENT
CAPITAL IMPROVEMENTS INFORMATION SYSTEM
Tuesday, October 16, 2012

All Contracts for FEIN 952661922
AECOM Technical Services, Inc. (f/k/a Earth Tech, Inc.)

DST	DPT	Type	Contract	Name	Location / Contractor	Estimated Completion Date	Total Award	Last Status Date	% Complete / Status *
0	PE	PSA	E01-DERM-01-4	Environmental Engineering Consultants for Planni	AECOM Technical Services, Inc.	11/2/2003	$1,500,000	3/9/2005	100% / Complete
0	PE	PSA	E01-DERM-04, EP-40	Consultants for Civil Engineering Consulting Ser	AECOM Technical Services, Inc.	12/18/2003	$500,000	6/7/2005	100% / Complete
0	WS	PSA	E01-WASD-05, Project 2	Program Management Services for Needs Assessment	AECOM Technical Services, Inc.	1/27/2013	$1,400,000	6/30/2009	100% / Complete
30	WS	PSA	E04-WASD-05	Hydraulics Computer Modeling	AECOM Technical Services, Inc.	8/1/2009	$2,500,000	4/29/2011	100% / Closed
8	WS	PSA	E07-WASD-05 (A)	Construction Engineering & Inspection Services f	AECOM Technical Services, Inc.	N/A	$5,500,000	4/22/2008	0% / On Schedule
30	WS	PSA	E07-WASD-09	Design criteria for the replacement of the 54-in	AECOM Technical Services, Inc.	2/21/2019	$6,500,000	9/30/2010	0% / On Schedule
					Totals:	6	$17,900,000		

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

Contracts Status View | Exit | Projects | Goto Top

Memorandum

MIAMI-DADE COUNTY

Date: July 11, 2012

To: Those Listed Below

From: Faith Samuels

Faith Samuels, Sr. A&E Consultant Selection Coordinator
Chairperson, Competitive Selection Committee

Subject: Consultant Selection Results for
ISD Project No.: E11-SEA-03
Program Management Consultant

Please be advised that the consultant evaluation process, for subject project, has been concluded in accordance with the requirements of Section 2-10.4 of the Miami-Dade County Code. Attached is the approval of the recommended team of firms that were selected to provide the desired professional services to Miami-Dade County.

On behalf of the County Mayor, I would like to thank you for your cooperation and participation in the consultant selection process.

Attachment

c: Clerk of the Board
Juan Kuryla, SEA
Dorian Valdes, SEA
Elizabeth Ogden, SEA
Li Gurau, PROS
Isabel Padron, MDT
Isaac Smith, WASD
Gaspar Miranda, PWWM

Memorandum

Date: July 2, 2012

To: Miriam Singer, CPPO, Assistant Director
Internal Services Department

Thru: Luisa Millan, Acting Division Director
Design and Construction Services Division
Internal Services Department

From: Faith Samuels

Faith Samuels, Sr. A&E Consultant Selection Coordinator
Chairperson, Competitive Selection Committee

Subject: NEGOTIATION AUTHORIZATION
Miami-Dade Seaport Department (SEA)
Program Management Consultant
ISD Project No. E11-SEA-03

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

ISD Project No.: E11-SEA-03

Project Title: Program Management Consultant (PMC)

Scope of Services Summary: The Port of Miami has determined it desirable to have a Program Management Consultant (PMC) to assist the Capital Development Staff in performing a range of planning, engineering, architectural, environmental, surveying, mapping, estimating, and construction management services to expeditiously and efficiently complete and deliver the Capital Development program in support of the 5-Year Capital Development program. The PMC will function as a specialized professional services support staff to the Port of Miami.

The PMC shall provide professional services in project programming and planning; design oversight (Criteria and Standards); oversight of architectural/engineering and engineering/inspection consultants; quality assurance oversight (QA/QC); value engineering (VE); project control; contract administration; estimating; utility relocations; configuration management and document control; claims administration; public outreach; and any supportive tasks ancillary to the primary scope of services.

The PMC will not be considered for any new Port of Miami architectural and/or engineering design Professional Service Agreement during the term of this contract, including any renewal terms. Port of Miami shall assign work scope to the PMC at the Port's discretion to avoid potential conflicts of interest. The PMC shall provide full disclosure within its proposal of any contracts in which it is either (1) a Prime Contractor to the County at the Port, or (2) any contracts in which it is acting as a subcontractor on any projects at the Port for architectural and/or engineering design projects that have not received a certificate of completion from the permitting agency.

Experience and Qualification:

The prime or sub consultant must have three (3) years experience for similar work as described above.

Term of Contract: The solicitation is for one (1) non-exclusive Professional Services Agreement (PSA) with a base estimate of $5,000,000. The effective term of the PSA is five (5) years plus two (2) one-year options to extend for professional services requested during the initial term, totaling seven (7) years. These two (2) one year options to extend are based solely on the approval of the County Mayor or County Mayor's designee.

Community Business Enterprise Goal/Measure: The Department of Sustainability, Planning and Economic Enhancement (SPEE) now a part of the Department of Regulatory and Economic Resources approved a nineteen (19) percent Community Business Enterprise (CBE) goal for this solicitation

Request to Advertise (RTA) Stamped by the Clerk of the Board (COB): February 7, 2012

Revision No. 1 to the RTA Stamped by the COB: March 23, 2012

Number of Proposals Received: Four

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

Non-Compliance: All four (4) respondents were found in compliance with the required Experience and Qualification stipulation denoted in the NTPC. In addition, the four (4) respondents were found in compliance with the CBE goal established for this solicitation.

First Tier Results: See attached First Tier Tabulation Sheet.

Second Tier Results: Not applicable. Based on the CSC's professional expertise the information provided in the proposals was deemed 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 evaluation process.

Request for Appointment of Negotiation Committee: Pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County, ISD hereby requests the County Mayor or his designee approve the following Negotiation Committee, for the purpose of negotiating a non-exclusive PSA for this solicitation with the top ranked firm:

Juan Kuryla, SEA
Dorian Valdes, SEA
Elizabeth Ogden, SEA

Request for Authorization to Enter Negotiations: Pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County, it is hereby requested that the County Mayor or his designee approve the selection of the following firms for negotiations, in the CSC's recommended order of preference.

TOTAL QUALITATIVE & ORDINAL SCORES
RANKING OF RESPONDENTS
SELECTION FOR PSA NEGOTIATION
ONE AGREEMENT WITH A
19% CBE GOAL

AECOM Technical Services, Inc.
Total Qualitative Points - 557
Total Ordinal Score – 5
Final Ranking - 1

The following firms will serve as the alternates:

Bermello, Ajamil & Partners, Inc.
Total Qualitative Points - 539
Total Ordinal Score – 8
Final Ranking - 2

CH2MHill, Inc.
Total Qualitative Points - 537
Total Ordinal Score - 12
Final Ranking - 3

Reporting to the Board of County Commissioners (BCC): 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 his designee will report to the BCC any of the following instances:

- When negotiations do not commence, or other affirmative action is not taken, within 30 days of the CSC's recommendation.
- When the County Mayor or his designee's recommendation to award or reject is not made within 90 days from the date of the CSC's recommendation.

If approved, the Negotiation Committee is to proceed with the contract negotiations pursuant to Section 6 of the above-mentioned Code, and submit the signed contract ready to be presented to the BCC for final approval no later than 60 days from the date of this memorandum.

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. If negotiations are proceeding within a reasonable timeframe, then negotiations are to continue and the report is to be submitted upon completion. The final contract and report should be sent to this office.

Authorization to negotiate is:

Approved 7/9/12 Date Not Approved Date

Attachments:
1. List of Respondents
2. First Tier Tabulation Sheet

c: Bill Johnson, Director, Port of Miami
Lester Sola, Director, ISD
Competitive Selection Committee
Clerk of the Board of County Commissioners

FIRST - TIER MEETING
JUNE 29, 2012

MIAMI DADE SEAPORT DEPARTMENT
PROGRAM MANAGEMENT CONSULTANT (PMC)
ISD PROJECT NO. E11-SEA-03

TABULATION SHEET

COMPETITIVE SELECTION COMMITTEE

NAME OF FIRM(S)	Juan Eiroa, SEA	Dorian Valdes, SEA	Elizabeth Ogden, SEA	Li Garen, PROS	Isabel Padron, MDT	Isaac Smith, WASD	SUB-TOTAL	Average	Low Disparity	High-Disparity	TOTAL QUALITATIVE POINTS	QUALITATIVE RANKING	TOTAL ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
CH2M HILL, INC. LP															
1A - Qualifications of firms including team members associated to the project (Max. 50 points)	45	46	44	49	42	46	272	46	31	61					
2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	18	17	17	18	16	17	103	17	11	23					
3A - Past Performance of the Firms (Max. 20 points)	18	20	18	19	18	16	109	18	12	24					
4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	4	3	2	5	4	4	22	4	3	5					
5A - Ability of team members to interface with the County (Max 5 points)	5	4	5	5	5	5	29	5	3	6					
	90	90	86	96	87	88					537	3	12	3	3
Ordinal Scores	3	3	3	1	4	3									
Tie-Breaker(TB) No. 1, 2, 3, 4, 5, & 6 / Criteria(CR) 1A, 2A, 3A, 4A, 5A, Total Qualitative Points for Criteria 1A.															
AECOM TECHNICAL SERVICES, INC. LP															
1A - Qualification of firms including team members associated to the project (Max. 50 points)	48	49	48	48	48	50	285	48	32	64					
2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	19	19	18	19	19	20	114	19	12	24					
3A - Past Performance of the Firms (Max. 20 points)	18	19	18	18	18	16	107	18	12	24					
4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	4	4	2	4	4	4	22	4	3	5					
5A - Ability of team members to interface with the County (Max 5 points)	5	5	5	5	5	5	30	5	3	7					
	94	96	92	94	87	94					557	1	5	1	1
Ordinal Scores	1	1	1	2	3	1									
Tie-Breaker(TB) No. 1, 2, 3, 4, 5, & 6 / Criteria(CR) 1A, 2A, 3A, 4A, 5A, Total Qualitative Points for Criteria 1A.															
BERMELLO, AJAMIL & PARTNERS, INC. LP															
1A - Qualification of firms including team members associated to the project (Max. 50 points)	48	48	47	46	46	46	281	47	31	63					
2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	18	18	18	19	20	19	112	19	12	26					
3A - Past Performance of the Firms (Max. 20 points)	18	18	19	16	18	20	109	18	12	24					
4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	1	2	1	3	1	1	9	2	1	2					
5A - Ability of team members to interface with the County (Max 5 points)	5	4	5	4	5	5	28	5	3	6					
	90	90	90	87	89	93					539	2	8	2	2
Ordinal Scores	2	2	2	4	1	2									
Tie-Breaker(TB) No. 1, 2, 3, 4, 5, & 6 / Criteria(CR) 1A, 2A, 3A, 4A, 5A, Total Qualitative Points for Criteria 1A.															
PARSONS WATER & INFRASTRUCTURE, INC. LP															
1A - Qualification of firms including team members associated to the project (Max. 50 points)	45	46	41	47	45	45	268	45	30	59					
2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	18	16	16	18	15	18	101	17	11	22					
3A - Past Performance of the Firms (Max. 20 points)	17	17	18	18	18	15	103	17	12	24					
4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	5	5	2	4	5	5	26	5	3	6					
5A - Ability of team members to interface with the County (Max 5 points)	5	4	5	5	5	5	29	5	3	6					
	90	86	83	92	88	88					527	4	15	4	4
Ordinal Scores	4	4	4	3	2	4									
Tie-Breaker(TB) No. 1, 2, 3, 4, 5, & 6 / Criteria(CR) 1A, 2A, 3A, 4A, 5A, Total Qualitative Points for Criteria 1A.															

Faith Samuels, Chairperson
Pursuant to Miami-Dade County Code 2-10.4 & EO. 3-34
Strikethrough denotes high and low ordinal scores dropped

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

LIST OF RESPONDENTS

OCI Project Name: Progam Management Consultant (PMC)
OCI Project No.: E11-SEA-03
Measures: 19%
Number of Agreements: 1
Contract Type: PROJECT SPECIFIC
Submittal Date: 03/16/2012

Submittal No: 1 **Prime Local Preference:** Yes
Prime Name: CH2M HILL, INC. **FEIN No.:** 590918189
Trade Name:

Subs Name	Trade Name	Subs FEIN No.
a. SRS ENGINEERING, INC.		650607552
b. BC ARCHITECTS A1A, INC.		650300981
c. ROBAYNA AND ASSOCIATES, INC.		592119073
d. ADVANCE CONSULTING ENGINEERING SERVICES, INC.		650532839
e. HILL INTERNATIONAL, INC.		200953973
f. F.R. ALEMAN AND ASSOCIATES, INC.		592751524
g. CUNNINGHAM GROUP, INC.		650818493

Submittal No: 2 **Prime Local Preference:** Yes
Prime Name: AECOM TECHNICAL SERVICES, INC. F/K/A EARTH TECH, INC. **FEIN No.:** 952661922
Trade Name:

Subs Name	Trade Name	Subs FEIN No.
a. CIVIL WORKS, INC.		650673629
b. INDIGO SERVICE CORPORATION		650057379
c. INITIAL ENGINEERS, P.A.		650705637
d. KEITH AND ASSOCIATES, INC.		650806421
e. RODOLFO IBARRA, P.E., P.A.		650738755
f. SHAW ENVIRONMENTAL, INC.	IT CORPORATION (ITC)	770589932
g. U.S. SOUTH ENGINEERING AND TESTING LAB, INC.		592769503
h. CUNNINGHAM GROUP, INC.		650818493
i. SHARPTON, BRUNSON & CO., P. A.		592471070

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

LIST OF RESPONDENTS

OCI Project No.: E11-SEA-03
Measures: 19%
Number of Agreements: 1
Contract Type: PROJECT SPECIFIC
Submittal Date: 03/16/2012

Submittal No: 3 **Prime Local Preference:** Yes
Prime Name: BERMELLO, AJAMIL & PARTNERS, INC. **FEIN No.:** 591722486
Trade Name:

Subs Name	Trade Name	Subs FEIN No.
a. URS CORPORATION SOUTHERN	GREINER SOUTHERN, INC.	592087895
b. NIFAH AND PARTNERS CONSULTING ENGINEERS, INC.		650604266
c. LOUIS J. AGUIRRE & ASSOCIATES, P.A.		650164013
d. NOVA CONSULTING, INC.		650577672
e. MANUEL G. VERA & ASSOCIATES, INC.		591741639
f. ADVANCE CONSULTING ENGINEERING SERVICES, INC.		650532839
g. U.S. COST INCORPORATED		581827672

Submittal No: 4 **Prime Local Preference:** Yes
Prime Name: PARSONS WATER & INFRASTRUCTURE INC. **FEIN No.:** 710920322
Trade Name:

Subs Name	Trade Name	Subs FEIN No.
a. MOFFAT & NICHOL, INC.		951951343
b. H.J. ROSS ASSOCIATES, INC.		650163389
c. RODRIGUEZ AND QUIROGA ARCHITECTS CHARTERED		592277900
d. MANUEL G. VERA & ASSOCIATES, INC.		591741639
e. ADVANCE CONSULTING ENGINEERING SERVICES, INC.		650532839
f. PARSONS TRANSPORTATION GROUP INC.		360982270
g. BEA ARCHITECTS, INC.		651020158
h. MEDIA RELATIONS GROUP, LLC		200118620

PORT MIAMI

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT

PROGRAM MANAGEMENT CONSULTANT

CONTRACT NO. E11-SEA-03

NOVEMBER 2012

MIAMI-DADE

Carlos A. Gimenez, Mayor

BOARD OF COUNTY COMMISSIONERS

Joe A. Martinez, Chairperson

Barbara J. Jordan
District 1
Jean Monestime
District 2
Audrey Edmonson
District 3
Sally A. Heyman
District 4
Bruno A. Barreiro
District 5
Rebeca Sosa
District 6
Xavier L. Suarez
District 7

Lynda Bell
District 8
Dennis C. Moss
District 9
Senator Javier D. Souto
District 10
Joe A Martinez
District 11
Jose "Pepe" Diaz
District 12
Esteban Bovo, Jr.
District 13

Harvey Ruvin, Clerk of Courts
Jack Osterholt, Deputy Mayor
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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PORTMIAMI

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT

PROGRAM MANAGEMENT CONSULTANT

CONTRACT NO. E11-SEA-03

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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 AECOM TECHNICAL SERVICES, INC., a CALIFORNIA corporation authorized to do business in the State of FLORIDA with offices in CORAL GABLES, Florida, hereinafter referred to as the "CONSULTANT".

W I T N E S S E T H:

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 Program Management Consultant, Contract No. E11-SEA-03 / Project No. 2012-001, 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:

The Port of Miami has determined it desirable to have a Program Management Consultant (PMC) to assist the Capital Development staff in performing a range of planning, engineering, architectural, environmental, surveying, mapping, estimating, and construction management services to expeditiously and efficiently complete and deliver the Capital Development program in support of the 5-Year Capital Development program. The PMC will function as specialized professional services support staff to the Port of Miami.

The PMC shall provide professional services in project programming and planning; design oversight (Criteria and Standards); oversight of architectural/engineering and engineering/inspection consultants; quality assurance oversight (QA/QC); value engineering (VE); project control; contract administration; estimating; utility relocations; configuration management and document control; claims administration; public outreach; and any supportive tasks ancillary to the primary scope of services.

PLEASE NOTE: the PMC will not be considered for any new Port Miami architectural and/or engineering design Professional Service Agreements during the term of this Contract, including any renewal terms. Port Miami shall assign work scope to the PMC at the Port's discretion to avoid potential conflicts of interest. The PMC shall provide full disclosure within its proposal of any contracts in which it is either (1) a Prime Contractor to the County at the Port, or (2) any contracts in which it is acting as subcontractor on any projects at the Port for architectural and/or engineering design projects that have not received a certificate of completion from the permitting agency.

For a list of the rates, please refer to Attachment "A", AECOM Technical Services, Inc.'s proposal dated August 13, 2012.

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, **2.25** 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), and at offices of the Miami-Dade County Seaport Department 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. Furthermore, the maximum raw hourly rates are capped and set not to exceed as follows:

Senior Program Manager	$75.00
Project Manager and Registered Technical Staff	$65.00
Non-Registered Technical Staff	$50.00
Administrative	$30.00

The COUNTY has the right to verify these multipliers through an audit.

2. The CONSULTANT and its Sub-consultants shall be compensated at the flat rate of **$130** 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):

Pedro G. Hernandez **Lorie Baer** **Mark S. Blanchard**

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 its sub-consultants, 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.

5. The CONSULTANT and its sub-consultants 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 total amount of **$5,000,000.00** 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 – **If 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. Surveying and Testing Services

In the event land and engineering surveying services, and soils, foundations and geotechnical testing services are 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. The rates shall

not exceed the negotiated rates under the latest Miami-Dade County Public Works contract.

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 **$5,000,000.00** 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 **$500,000.00**. 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 **19% 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:

CIVIL WORKS, INC.

INDIGO SERVICE CORPORATION

INITIAL ENGINEERS, P.A.

KEITH AND ASSOCIATES, INC.

RODOLFO IBARRA P.E., P.A.

SHAW ENVIRONMENTAL, INC.

CUNNINGHAM GROUP, INC.

SHARPTON BRUNSON & COMPANY, P.A.

U.S. SOUTH ENGINEERING AND TESTING LAB, 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.

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

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

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

SECTION XVI - CERTIFICATION

The CONSULTANT certifies that no companies or persons, other than bonafide employees working solely for the CONSULTANT or the CONSULTANT's COUNTY approved Sub-consultant(s), have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. The CONSULTANT also certifies that no COUNTY personnel, whether full-time or part-time employees, has or shall be retained or employed in any capacity, by the CONSULTANT or the CONSULTANT's COUNTY approved Sub-consultant(s), to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this Certification, the Director shall have the right to annul this Agreement without liability.

SECTION XVII – TERMINATION OF AGREEMENT

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

SECTION XVIII – DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of **five (5)** years effective term after its date of execution and upon issuance of Notice to Proceed to its first work order with an option to extend, at the discretion of the COUNTY Mayor or his designee, for **two (2) one-year options to extend** 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 Consultant for a time extension for reasons exhibited in Sections III and IV, 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.

Scrutinized Companies - By executing this Agreement through a duly authorized representative, the CONSULTANT certifies that the CONSULTANT is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. The County shall have the right to terminate this Agreement for default if the CONSULTANT is found to have submitted a false certification or to have been, or is subsequently during the term of the Agreement, placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

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 intentionally wrongful conduct of the design professional 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 shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable,

including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

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. Worker'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 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 Financial Services 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.

NOTE: MIAMI DADE COUNTY CONTRACT NUMBER AND TITLE OF CONTRACT MUST APPEAR ON EACH CERTIFICATE.

CERTIFICATE HOLDER MUST READ:

MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

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.

E. Ordinance 07-65 (Sustainability Building Program) - The primary mechanism for determining compliance with the Sustainable Building Program shall be the U. S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Rating System. All construction projects are required to meet the standards delineated in Ordinance 07-65. Compliance shall be determined by completing a formal certification process with the U.S. Green Building Council, or as otherwise directed by the County's Sustainability Manager.

1. New Construction (NC): All new construction projects shall be required to attain "Silver" or higher level rating under the LEED-NC Rating System.

2. Major Renovations and Remodels: All major renovations and remodels shall

attain "Certified" or higher level rating under the LEED-NC Rating System.

3. Non-Major Renovations and Remodels: All non-major renovations and remodels shall attain "Certified" or higher level rating under the appropriate LEED Rating System such as LEED-NC, LEED-Existing Building (EB) or LEED-Commercial Interior (CI).

4. Renovations, remodels, and other building upgrades not meeting the above criteria are encouraged to incorporate the maximum number of LEED approved green building practices as are feasible from a practical and fiscal perspective; however, LEED certification will not be required.

F. Energy Efficient Building Tax Credit (IF APPLICABLE) – The Energy Policy Act (EP Act) of 2005 (Section 1331) as established IRS Section 179D, allows taxpayers to accelerate depreciation on the cost of qualified energy efficient commercial building property placed-in-service after December 31, 2005. This incentive was recently extended by the Emergency Economic Stabilization Act of 2008, to include improvements placed-in-service before January 1, 2014. The returns may be amended going back three tax years, so projects that come on line in 2007 or afterwards are eligible.

The Consultant is designated as the Designer/Construction Manager ("the Designer")for the energy efficient improvements incorporated in the Energy Consumption Reduction Project ("the Project") for:

1. The purposes of allocating accelerated depreciation benefits pursuant to Section 179D of the Internal Revenue Code of 1986, as amended (the "Code").

2. If County and the Internal Revenue Service (IRS) determine that the Consultant is eligible and shall receive accelerated depreciation benefits as a "Designer" for the purposes of Section 179D of the Code or that the Consultant shall otherwise

benefit financially from the monetization of the accelerated depreciation benefit, the Consultant herby agrees to discount its contract price or provide a cash rebate to County (the determination of rebate versus discount to be determined by County in its sole discretion) in an amount equal to the total financial benefit realized by the Consultant; at the time the financial benefit to the Consultant becomes ascertainable.

3. County reserves the right to retain a third party consultant (the "Consultant") –to manage and administer the process of obtaining and monetizing the accelerated depreciation benefit derived from the Project and to designate the "Consultant" as the "Designer" of the energy efficient improvements for the purposes of Section 179D of the Code.

4. The County agrees to cooperate in all reasonable respects with the Consultant's efforts to obtain and monetize any such benefits derived from the Project on behalf of County.

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/Consultant 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/Consultant 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/amendments 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 in order to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days written notice to the (Contractor/ Vendor/ Consultant) 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/ Vendor/ Consultant) shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this contract, for examination, audit, or reproduction, until 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/ Vendor/ Consultant) shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
2. The (Contractor/ Vendor/ Consultant) shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

The provisions in this section shall apply to the (Contractor/Vendor/Consultant), its officers, agents, employees, subcontractors/subconsultants 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/Consultant is hereby directed to the requirements of AO 3-20 and R-516-96; the County shall have the right but not the obligation to retain the services of an independent private-sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the Contractor/Consultant and County in connection with this contract/agreement. 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/Consultant, its officers, agents and employees, lobbyists, County staff and elected officials.

Upon (10) ten days written notice to Contractor/Consultant from an IPSIG, the Contractor/Consultant shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the Contractor's/Consultant's possession, custody or control which, in the IPSIG's sole judgment pertain to performance of the Contract, including but not limited to, original estimate files; change order estimate files; worksheets; proposals and agreements from and with successful and unsuccessful subcontractors/subconsultants 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.

The provisions in this Section shall apply to the Contractor/Consultant, its officers, agents and employees. The Contractor/Consultant shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Contractor/Consultant in connection with the performance of this agreement. Nothing in this contract shall impair any independent right of the County to conduct audit 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/Consultant or third parties.

SECTION XXIV – AFFIRMATIVE ACTION

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

SECTION XXV – PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS

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

suspension, termination, and debarment, in accordance with the terms of the county contract or Public Health Trust contract and debarment procedures of the COUNTY.

SECTION XXVI - SANCTIONS FOR CONTRACTUAL VIOLATIONS

Proposal and contract documents shall provide that, notwithstanding any other penalties for firms that have discriminated in violation of Article VII of Chapter 11A of the Code, the COUNTY may terminate the contract or require the termination or cancellation of the sub-consultant contract. In addition, a violation by a respondent or sub-consultant to the respondent, or failure to comply with the Administrative Order (A.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the A.O.

SECTION XXVII – BUSINESS APPLICATION AND FORMS

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

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

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

business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

SECTION XXVIII – ERRORS AND OMISSIONS

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

A. Errors

It is specifically agreed that any construction changes identified by the COUNTY as an error in the bid documents that were prepared by the CONSULTANT may constitute an additional cost to the COUNTY that would not have been incurred without the error. The CONSULTANT agrees to be responsible for direct damages to the COUNTY, to the extent such damages were caused by the CONSULTANT's negligence.

B. Omissions

It is further specifically agreed for purposes of this agreement that any construction changes identified by the COUNTY as an omission in the bid documents that were prepared by the CONSULTANT may constitute an additional cost to the COUNTY that would not have been incurred without the omission. The

CONSULTANT agrees to be responsible for direct damages to the COUNTY, to the extent such damages were caused by the CONSULTANT's negligence.

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 specifically agree to the reasonableness of these damage calculations and to the COUNTY'S right to recover same as stated above, provided, however, the Parties agree that in no event shall CONSULTANT be responsible for the cost of construction changes to the extent that such changes are determined to be a betterment to the COUNTY. The recovery of additional costs to the COUNTY under this Section shall not preclude or limit in any way the CONSULTANT'S indemnification obligations to the COUNTY pursuant to Section XX of this Agreement, or preclude or limit in any way recovery for other separate and/or additional damages that the COUNTY may otherwise incur.

SECTION XXIX – ENTIRETY OF AGREEMENT

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

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

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

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

ATTEST:

HARVEY RUVIN, CLERK OF THE BOARD

By: _____

ATTEST _____

By: _____
Asst. Corporate Secretary

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

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

By: _____
County Mayor

AECOM TECHNICAL SERVICES, INC.

By: _____
Senior Vice President
Kevin M. Cornish
(Corporate Seal)

AECOM

August 13th, 2012

Re: E11-SEA-03 - Program Management Consultant - Negotiation Meeting

Rate(s) and multipliers pursuant to Section V (A) (1) – Compensation, draft Professional Services Agreement (PSA);

Responsibility	Raw Hourly Rate
Senior Program Manager	$75
Project Manager and Registered Technical Staff	$65
Non-Registered Technical Staff	$50
Administrative	$30

Assignment	Multiplier
Office personnel working in AECOM offices	2.85
Field personnel	2.25

Flat rate and names of the Principals pursuant to Section V (A) (2) – Compensation, draft Professional Services Agreement;

Name	Responsibility	Flat Rate
Pedro G. "Pete" Hernandez	Principal in Charge	$130
Lori Baer	Principal in Charge	$130
Mark S. Blanchard	Principal in Charge	$130

Rates of the Prime and Sub-consultants key personnel, including job classifications;

Name	Responsibility	Company	Raw Hrly Rate
Scott McCoy, PE	Program Manager	AECOM	$75.00
Roger Williams, PE	Engineering Support	AECOM	$43.70
George Santos, EI	Construction Support	AECOM	$21.16
Keith Ng, CFM	Program Controls	Shaw Environmental Group	$63.74
Maricela Fuentes, EI	Procurement & Contracting	AECOM	$40.99
Linda Bell, PE	Transportation Planning	Civil Works	$58.30
Robert G. David	Architectural & Construction	AECOM	$65.00
Osvaldo Perez, RA	Design Services	Indigo Corporation	$46.35
Rudy Ibarra	Design Services	Rodolfo Ibarra PE, PA	$52.00
Alfonso Fernandez-Fraga, PE	Port Security	Initial Engineers	$52.50
Mike Mossey, PSM	Surveying	Keith & Associates	$43.27
Mahmood Rahmanparast	Material Testing	US South	$56.00
Jeffrey Suess	Cost Estimating	AECOM	$61.44
Karl Romesburg, RA	Construction Management	AECOM	$43.55
Karen Brandon, PE	Permitting / Environmental Management	AECOM	$59.91
Eddy Calero	CAD Support	AECOM	$30.71
Courtney Cunningham	Governmental and Public Outreach	The Cunningham Group	$48.00

AECOM

Brittany Sharpton	Financial Services	Sharpton, Brunson & Company, P.A.	$48.00
Nerlande Toureau	Scheduling	AECOM	$32.31
Melba Fernandez	Document Control	AECOM	$30.22

The following AECOM key personnel will be called upon as needed for specific areas of port expertise and their special project services will be negotiated lump sum at that time.

Name	Responsibility
James Netterwald, PE	Dredging Expert
John Carel, PE	Marine Structural / Construction Implementation
Mark Sisson, PE	Container Terminal Capacity Modelling
Rachel Vandenberg P.E.	Rail/Intermodal
Roger Heebner, PE	Rail/Intermodal
Ed Palacio, PE	Transportation (Road & Bridges)
Robert Johansen, PE	Port Planner
Jeff Khouri, PE	Port Development/Energy & Fuel

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
Subconsultant Goal 19%

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

January 2010

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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. The Contracting Participation Levels are as follows:

i. First Tier CBE-A/Es - 3 year average annual gross revenues of $0 to $2,000,000.

ii. Second Tier CBE-A/Es in the case of architectural services - 3 year average annual gross revenues above $2,000,000 to $4, 500,000.

iii. Second Tier CBE-A/Es in the case of landscape architectural services, engineering, or surveying and mapping services - 3 year average annual gross revenues above $2,000,000 to $6, 000,000.

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. Only 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

MIAMI-DADE COUNTY

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

From: AECOM Technical Services, Inc.
Name of Prime Proposer / Design-Builder

In response to Miami-Dade County's Project Number E11-SEA-03, the undersigned hereby agrees to utilize the Community Business Enterprise (CBE-A/E) firm listed below, performing the stated work at the stated percentage, if awarded the contract. The undersigned further certifies that the firm has been contacted and properly apprised of the projected work assignment(s) to be performed upon execution of the contract with Miami-Dade County. Further, by signing this Letter of Agreement the undersigned consents to be bound by all the Provisions of the CBE Ordinance No. 01-103 as amended.

*Name of Proposed CBE-A/E Firm: Indigo Service Corporation

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
Indigo Service Corporation	1190	01/31/2015	5.02; 5.03; 5.05; 14.00; 19.05; 22.00; 26.00	10%

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

Proposer's / Design Builder Signature | Pedro G. Hernandez, PE / Vice President — Proposer's / Design-Builder's Name/Title (Print) | 3/16/2012 (Date)

COMPLETE THIS SECTION ONLY FOR DESIGN/BUILD PROJECTS

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

Lead 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

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

CBE Subconsultant Signature | 03/12/12 Date

RICARDO J. FERNANDEZ, PRESIDENT
CBE Subconsultant Name (Print) | Title

INDIGO SERVICE CORPORATION
Name of CBE-A/E Firm

Letter of Agreement (LOA)

Community Business Enterprise Program

MIAMI-DADE COUNTY

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

From: AECOM Technical Services, Inc.
Name of Prime Proposer / Design-Builder

In response to Miami-Dade County's Project Number E11-SEA-03, the undersigned hereby agrees to utilize the Community Business Enterprise (CBE-A/E) firm listed below, performing the stated work at the stated percentage, if awarded the contract. The undersigned further certifies that the firm has been contacted and properly apprised of the projected work assignment(s) to be performed upon execution of the contract with Miami-Dade County. Further, by signing this Letter of Agreement the undersigned consents to be bound by all the Provisions of the CBE Ordinance No. 01-103 as amended.

*Name of Proposed CBE-A/E Firm: Civil Works, Inc.

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
Civil Works, Inc.	530	10/31/2014	1.04	5%

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

Proposer's / Design Builder Signature | Pedro G. Hernandez, PE / Vice President (Proposer's / Design-Builder's Name/Title (Print)) | 3/16/2012 (Date)

COMPLETE THIS SECTION ONLY FOR DESIGN/BUILD PROJECTS

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

Lead 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

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

CBE Subconsultant Signature — Date: 3/7/12

LINDA BELL, PE — PRESIDENT
CBE Subconsultant Name (Print) — Title

CIVIL WORKS, INC.
Name of CBE-A/E Firm

Letter of Agreement (LOA)

Community Business Enterprise Program

MIAMI-DADE COUNTY

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

From: AECOM Technical Services, Inc.
Name of Prime Proposer / Design-Builder

In response to Miami-Dade County's Project Number E11-SEA-03, the undersigned hereby agrees to utilize the Community Business Enterprise (CBE-A/E) firm listed below, performing the stated work at the stated percentage, if awarded the contract. The undersigned further certifies that the firm has been contacted and properly apprised of the projected work assignment(s) to be performed upon execution of the contract with Miami-Dade County. Further, by signing this Letter of Agreement the undersigned consents to be bound by all the Provisions of the CBE Ordinance No. 01-103 as amended.

*Name of Proposed CBE-A/E Firm: Rodolfo Ibarra, PE, PA

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
Rodolfo Ibarra, PE, PA	2051	02/28/2015	3.01; 5.09	4%

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

Proposer's / Design Builder Signature	Pedro G. Hernandez, PE / Vice President Proposer's / Design-Builder's Name/Title (Print)	3/16/2012 (Date)

COMPLETE THIS SECTION ONLY FOR DESIGN/BUILD PROJECTS

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

Lead 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

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

CBE Subconsultant Signature	3/7/2012 Date
Rodolfo Ibarra CBE Subconsultant Name (Print)	President Title

Rodolfo Ibarra PE PA
Name of CBE-A/E Firm

Letter of Agreement (LOA)

Community Business Enterprise Program

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

From: AECOM Technical Services, Inc.
Name of Prime Proposer / Design-Builder

In response to Miami-Dade County's Project Number E11-SEA-03, the undersigned hereby agrees to utilize the Community Business Enterprise (CBE-A/E) firm listed below, performing the stated work at the stated percentage, if awarded the contract. The undersigned further certifies that the firm has been contacted and properly apprised of the projected work assignment(s) to be performed upon execution of the contract with Miami-Dade County. Further, by signing this Letter of Agreement the undersigned consents to be bound by all the Provisions of the CBE Ordinance No. 01-103 as amended.

*Name of Proposed CBE-A/E Firm: Keith and Associates, Inc.

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
Keith and Associates, Inc.	14017	11/30/2014	15.01	2%

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

Proposer's / Design Builder Signature | Pedro G. Hernandez, PE / Vice President — Proposer's / Design-Builder's Name/Title (Print) | 3/16/2012 (Date)

COMPLETE THIS SECTION ONLY FOR DESIGN/BUILD PROJECTS

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

Lead 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

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

Eliot Lazowick — CBE Subconsultant Signature | 3-08-12 — Date

Eliot Lazowick — CBE Subconsultant Name (Print) | Exec VP — Title

Keith and Associates, Inc — Name of CBE-A/E Firm

Letter of Agreement (LOA)

Community Business Enterprise Program

MIAMI-DADE COUNTY

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

From: AECOM Technical Services, Inc.
Name of Prime Proposer / Design-Builder

In response to Miami-Dade County's Project Number E11-SEA-03, the undersigned hereby agrees to utilize the Community Business Enterprise (CBE-A/E) firm listed below, performing the stated work at the stated percentage, if awarded the contract. The undersigned further certifies that the firm has been contacted and properly apprised of the projected work assignment(s) to be performed upon execution of the contract with Miami-Dade County. Further, by signing this Letter of Agreement the undersigned consents to be bound by all the Provisions of the CBE Ordinance No. 01-103 as amended.

*Name of Proposed CBE-A/E Firm: Initial Engineers, P.A.

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
Initial Engineers, P.A.	1197	8/31/2012	5.07	2%

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

Proposer's / Design Builder Signature | Pedro G. Hernandez, PE / Vice President (Proposer's / Design-Builder's Name/Title (Print)) | 3/16/2012 (Date)

COMPLETE THIS SECTION ONLY FOR DESIGN/BUILD PROJECTS

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

Lead 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

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

CBE Subconsultant Signature | 07MAR12 (Date)

Alfonso Fernandez-Fraga | President
CBE Subconsultant Name (Print) | Title

Initial Engineers, P.A.
Name of CBE-A/E Firm

Department of Small Business Development

RECEIVED
MAR - 7 2012
INITIAL ENGINEERS, P.A.

CBE FORM 105

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.

OMB No.: 1215-0149
Expires: 03/31/2003

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ | ADDRESS

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	/								

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, or 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 519.891

Cruise
- Cruise Terminals
- Cruise Lines
- Cruise Packages
- Ground Transportation
- Travel Tips

Cargo
- Container Terminals
- Steamship Lines Directory
- Identification Cards
- Security Gate System
- Pre-Paid Scale
- Crane Management

Business
- Business Permits
- Berth Request
- Account Replenishment
- Port ID Renewals
- Port Tariff
- Port Statistics
- Annual Financial Report
- Sister Seaports
- Port Partners
- Business Directory

Customer Service
- Customer Service Survey
- Frequently Asked Questions
- Employee Recognition
- Jobs
- Contact Us

Port Information
- Port Director
- Port Security
- Directions & Parking
- News Releases
- Photo Gallery
- Calendar
- Capital Improvements
- Deep Dredge
- Environmental Awareness
- Operation Port of Call Miami

Contact Webmaster

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. 1. The issuance of Port of Miami Identification Cards will be handled on a first come and first served basis, between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday. 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.
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
- View the ID Card renewal 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
- Port of Miami ID Application
- Company Authorization Signature Letter
- Letter of Request
- Special Dock Permit Application

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/ secured areas.

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.

> 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.

NEW APPLICANT:

POM Green ID Card	$ No Charge
POM Yellow ID Card	$ No Charge

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.

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 (cruise 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

LOST OR STOLEN CARD:

1. An original letter from the employer written on company stationery stating the reason for requesting a Port identification card and type of access being requested (cruise 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. **$25.00** 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 stationery stating the reason for requesting a Port of Miami Identification Card and the type of access being requested (cruise 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).

*If you have any questions or require further clarification, please contact the Port of Miami Credentials Section at **(305) 347-4955**.*

COMPANY AUTHORIZATION SIGNATURE LETTER
SUBMIT ON COMPANY LETTERHEAD

Date

Port of Miami
Credentials Section
1015 North America Way, 2nd Floor
Miami, Florida 33132

To Whom It May Concern:

The names signed below are authorized signatures for POM ID and Credentials (Port of Miami Identification Cards, Special Dock Permits, etc) requests. No other signatures are to be honored. We will notify you immediately of any changes.

We acknowledge that in signing a POM ID and Credential letter of request, the authorized party is certifying that the applicant is employed by our company and that the applicant is being submitted for a POM ID and Credential in accordance with Miami-Dade County, Florida, Code of Ordinances, Chapter 28A, and the Code of Federal Regulations (33CFR105).

We also agree that this applicant will use the POM ID and Credential only to conduct official business for this company. Finally, we agree to return all POM ID and Credentials immediately upon expiration or termination of the employee. We understand that failure to comply with the above may result in the suspension of POM ID and 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 07.18.2011

LETTER OF REQUEST
SUBMIT ON COMPANY LETTERHEAD

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 on 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:

☐ Cargo Area ☐ Cruise Area

Sincerely,

_____
Authorized Signature of Company Representative

_____
Authorized Company Representative Name

_____
Title

_____
Contact Phone Number

Revised 07.18.2011

PORT OF MIAMI IDENTIFICATION CARD APPLICATION

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)	
DRIVER LICENSE#		STATE OF ISSUE
HOME ADDRESS		
CITY	STATE	ZIP

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

- ☐ NO CHARGE IDENTIFICATION CARD
- ☐ NO CHARGE CHANGE OF COMPANY
- ☐ $ 25.00 LOST OR STOLEN

RECEIPT#: _____

☐ CASH ☐ COMPANY CHECK

☐ CREDIT ☐ OTHER _____

PROCESSED BY: _____

DATE: / /

SECTION 2: EMPLOYMENT INFORMATION

EMPLOYER'S NAME		
EMPLOYER'S ADDRESS		
CITY	STATE	ZIP
EMPLOYER'S PHONE	EMPLOYER'S FAX	

CERTIFICATION OF THE APPLICANT WITH RESPECT TO THIS APPLICATION PROCESS REQUIRING FULL DISCLOSURE OF INFORMATION

I have read and agree to abide by the responsibilities set forth in this identification card request. I understand that 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. I understand that the Seaport Director reserves the right to revoke authorization to possess an ID card.

OFFICIAL USE ONLY

BADGE TYPE

☐ YELLOW ☐ GREEN

☐ LAW ENFORCEMENT

PORT ID EXPIRATION: / /

SPECIAL ACCESS

☐ MAINTENANCE ☐ IT

☐ ESSENTIAL ☐ PARKING

☐ PORT DIRECTOR

APPLICATION VERIFIED BY:

_____

DATE: / /

APPLICANT FULL NAME	APPLICANT TITLE
APPLICANT SIGNATURE	DATE

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 US Coast Guard to regulate seaport security, and the Code of Federal Regulations (33CFR105), requires each seaport to have an approved facility security plan. I further understand that the Seaport 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:_____

The undersigned applicant acknowledges and consents to the Port of Miami Credentials Section providing the information contained in this application 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 information 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:_____

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 US Coast Guard approved Port of Miami Facility Security Plan.
	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 Miami-Dade County, Florida, Code of Ordinances, Chapter 28A.
	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 $25.00 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 officer 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 US Coast Guard and the US Customs and Border Protection, 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 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.

PORTMIAMI

PORT OF MIAMI
SPECIAL DOCK PERMIT APPLICATION

MIAMI-DADE COUNTY

NEW APPLICATION ☐	RENEWAL APPLICATION ☐	CHANGE OF COMPANY ☐

DATE: _____

ID#: _____ EXPIRATION DATE: _____

NAME OF APPLICANT: _____

SIGNATURE OF APPLICANT: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____ EMAIL: _____

NAME OF AUTHORIZED COMPANY REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____

CRUISE ☐	CARGO ☐

VEHICLE MAKE: _____ MODEL: _____ YEAR: _____ TAG NO: _____

COLOR: _____ VIN NO: _____ INSURANCE EXPIRATION: _____

REGISTERED OWNER: _____

EACH APPLICATION MUST BE ACCOMPANIED BY A LETTER OF REQUEST ON COMPANY LETTERHEAD, SIGNED BY AN OFFICAL COMPANY REPRESENTATIVE, JUSTIFYING THE NEED FOR WATERSIDE VEHICLE ACCESS.

OFFICIAL USE ONLY

CRUISE
APPROVED ☐
DISAPPROVED ☐

CARGO
APPROVED ☐
DISAPPROVED ☐

DEPUTY ASSISTANT DIRECTOR, SAFETY AND SECURITY DATE

CRUISE
APPROVED ☐
DISAPPROVED ☐

CARGO
APPROVED ☐
DISAPPROVED ☐

DEPUTY PORT DIRECTOR DATE

CRUISE
APPROVED ☐
DISAPPROVED ☐

CARGO
APPROVED ☐
DISAPPROVED ☐

PORT DIRECTOR DATE

PAYMENTS

☐	$200.00	CRUISE
☐	$200.00	CARGO
☐	$200.00	CRUISE & CARGO
☐	$25.00	LOST/STOLEN
☐	NO CHARGE	CHANGE OF COMPANY

TOTAL PERMITS ISSUED TO THIS COMPANY

CARGO _____

CRUISE _____

COMMENTS:

ISSUED BY: _____ EXPIRATION DATE: _____

Revised 04/2012

Port of Miami
1015 North America Way, 2nd Floor
Miami, Florida 33132-2081
T (305) 371-2678 | 305-347-4843
www.miamidade.gov/portmiami

miamidade.gov

WORKZONE AUTHORIZATION APPLICATION

TODAY'S DATE: _____

PORT OF MIAMI CONTACT OR SPONSOR: _____

TELEPHONE: _____

REASON FOR REQUEST: _____

_____

_____

COMPANY NAME: _____

COMPANY CONTACT: _____

DATE OF WORK: _____

LOCATION OF WORK: _____

DRIVER #1: _____
FIRST LAST POM ID#

VEHICLE #1: _____
YEAR MAKE MODEL TAG#

DRIVER #2: _____
FIRST LAST POM ID#

VEHICLE #2: _____
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 along with a copy of the vehicle registration and insurance policy to:

PORT OF MIAMI CREDENTIALS SECTION
1001 NORTH AMERICA WAY, STE 111
FAX: (305) 347-4960 - TEL: (305) 347-4955

REVISED MARCH 2011

Port of Miami

Please fill out the Form and fax to: 305- 347-4894

NO LATER THAT NOON THE DAY PRIOR TO THE SCHEDULED DELIVERY

MIAMI-DADE COUNTY

Cruise Line _____

VENDOR NAME	TRUCKING COMPANY (as seen on side of truck)	DRIVERS NAME	DRIVER DATE OF BIRTH	DRIVER'S LICENSE #	STATE/TRUCK LICENSE PLATE #	COMMODITY	SHIP NAME	DELIVERY DATE	24 HS. CONTACT PHONE #

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.

PORT MIAMI

ANNEX TO POM CREDENTIAL APPLICATION

I acknowledge that I have received a copy of the ***Security Awareness and Regulations*** packet. I understand that it is my responsibility to read the packet and familiarize myself with POM's security requirements and regulations.

POM ID Number: _____

Printed Name: _____

Signature: _____

Company Name: _____

Date: _____

PORT MIAMI

SECURITY AWARENESS AND REGULATIONS

WHY IS IT IMPORTANT?

WHAT YOU NEED TO KNOW?

WHY ARE YOU IMPORTANT?

The following information set forth will explain why the success of the Port of Miami (POM) credential program and compliance with the POM Facility Security Plan (FSP) is directly dependent upon you, the ID card holder.

In order for the POM to operate as a seaport, it must meet certain criteria established by Federal, State and Local Authorities. Therefore, knowing and ensuring compliance with these regulations is critical to the success of maintaining the facility safe and secure.

Access to the Restricted/Secure Areas 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 important that you carefully read and understand this information. In it you will find:

- What constitutes a Restricted Area (RA) and what you need be aware of while in these areas;
- What constitutes a Secure Area (SA) and what you need to be aware of while in these areas;
- Definition of TWIC;
- Escorting rules;
- Person(s) exempt from being an escort;
- Employees' Responsibilities;
- Enforcement of Violations.
- Procedures for reinstating a confiscated POM ID.

RESTRICTED AREA (RA):

It is any area identified by the POM, which an individual is required to continuously display a valid POM credential. Warning signage is clearly posted to indicate that access to these areas is restricted and unauthorized presence within the RA constitutes a breach of security. The RAs include cargo storage, staging areas, docks, berths, transfer yards, and cruise terminals when in use for cruise operation.

SECURE AREA (SA):

It is the area at a facility over which the owner/operator has implemented security measures for access control in accordance with an approved security plan.

To identify and maintain accountability of employees and visitors allowed in the restricted/secure areas of the Port, and/or on the POM, the Port of Miami has developed an Identification Card Program.

POM GREEN ID CARD (UNESCORTED ACCESS)

Individual must possess a valid TWIC card in order to obtain a green POM ID with unescorted access to restricted/secure areas. This POM ID is issued annually.

POM YELLOW ID CARD (ESCORTED ACCESS)

Individual does not have a TWIC card and is permitted to access restricted/secure areas only under escort from an approved POM ID / TWIC card holder. This POM ID is issued annually.

POM RED ID CARD (NO ACCESS)

Individual does not have a TWIC card and does not require regular access to the restricted/secure areas (i.e. tenants of POM Administration Building, etc). This POM ID is issued annually.

PORTMIAMI

SECURITY AWARENESS AND REGULATIONS

TRANSPORTATION WORKER IDENTIFICATION CREDENTIAL (TWIC):

TWIC is a common identification credential required by Federal regulations for all personnel requiring unescorted access to designated restricted/secure areas of facilities and vessels.

ESCORTING RULES:

The escorting requirement in secure areas is met through side-by-side accompaniment of not more than ten (10) non-TWIC holders to a single authorized TWIC escort. The authorized escort must ensure that the individual under escort is not engaged in activities other than those for which access was granted.

The escorting requirement in restricted areas is met through side-by-side accompaniment of not more than five (5) non-TWIC holders to a single authorized TWIC escort. The authorized escort must by near and able to see the escorted individual(s) at all times he/she is in the restricted area. The authorized escort must ensure that the individual under escort is not engaged in activities other than those for which access was granted.

In all cases, there must be an ability to communicate a breach of security to the POM.

PERSON(S) EXEMPT FROM BEING AN ESCORT:

Longshoreman may not conduct escorts as per the U.S. Coast Guard Navigation & Vessel Inspection Circular 03-07. The only exception will be given to the ILA President, Vice President, and Business Agent when escorting for the purposes other than labor;

Security personnel performing security duties must have a POM credential and TWIC, and may not be escorted.

CARD HOLDER'S RESPONSIBILTY:

As a POM credential holder, you are responsible to ensure that you comply with the following requirements:

- Card holder must maintain a valid POM credential at all times. The POM credential shall be worn conspicuously on the outer garment of the bearer, in plain view above the waist. If a card holder allows his/her POM credential to expire he/she will have to reapply for authorization, similar to a new applicant, in order to renew the POM credential.
- Card holder must comply with all POM access controls and POM credential requirements.
- Card holder must maintain their POM credential in good condition at all times. This means that the card may not be damaged or mutilated.
- Card holder must be aware that a POM credential is not transferable at any time for any purpose.
- Card holder must be aware that POM credentials are the property of the Miami-Dade County Seaport Department and shall be surrendered upon termination of employment or expiration.
- Card holder must immediately notify their company and the Miami-Dade County Seaport Credentials Section in the event of a loss or theft of the POM credential. A replacement fee subject to the Port of Miami Tariff No. 010 will be assessed and collected by the Miami-Dade County Seaport Credentials Section before a replacement POM credential is issued. A police report documenting the loss or theft of the POM credential must also be submitted to the Credentials Section.
- Card holder 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 credential.

SECURITY AWARENESS AND REGULATIONS

- Card holder must report any changes in the data submitted on the application for the POM credential, or any change in employment.
- Card holder who operates 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 card holder, who operates a for-hire vehicle, other than a taxi cab, shall solicit passengers.
- No card holder shall use abusive language or be discourteous to other employees, passengers, and/or law enforcement personnel.
- No card holder shall commit the offense of trespassing. A card holder 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 card holder refuses to do so.
- No card holder shall enter an area of cargo operations or other restricted/secure area unless clearly displaying proper identification card(s) allowing for such access.
- While on the facility, no card holder shall refuse to produce for inspection at the request of the Director, Law Enforcement Officer, or port security officer a POM credential and/or the contents of any vehicle, bag, case, parcel, box or container or any kind in his/her possession. No card holder shall refuse to produce at the request of the Director, Law Enforcement Officer, or port security officer any document in his/her possession relating to the ownership or possession of freight within the facility.
- No card holder shall leave their vehicle unattended.
- No card holder shall forge, counterfeit, alter, erase, obliterate or transfer any POM credential, permit, pass, lease, record, form, badge or other instrument or document, issued or maintained by the Port Director, pursuant to Chapter 28A.
- No card holder shall have in his/her possession any forged, counterfeit, altered, erased, obliterated or transferred POM credential, permit, pass, lease, record, form, badge or other instrument or document issued or maintained by the Port Director.
- No card holder shall utilize a POM credential of another individual.
- No card holder shall allow or provide access to the restricted/secure areas to a non-credentialed individual.
- No card holder shall aid nor participate in "piggybacking".
- "**Piggybacking**" is when an individual(s) follows another person through a card reader access point and does not swipe his/her POM credential.
- "**Challenging**" is the responsibility of all POM credential holders with access to restricted/secure areas. Although you are expected to challenge any individual(s) in the restricted/secure areas without the proper credential, you are not expected to put yourself, and those around you, in a dangerous situation. If you perceive the possibility of any confrontation, contact Seaport Security or Law Enforcement immediately.
- No card holder shall access the POM and/or the cargo areas when "off-duty".

Note: POM credential 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 POM CREDENTIAL 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 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.

SECURITY VIOLATIONS AND ENFORCEMENT PROCEDURES:

POM card holders 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 revocation of the POM credential.

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 Chapter 28A, Code of Miami-Dade County, and the POM FSP. For further reference or to gain more information regarding these laws, feel free to access the Miami-Dade County Code of Ordinances, which are public records.

PROCEDURES FOR RETRIEVING A CONFISCATED POM CREDENTIAL:

To retrieve a confiscated POM credential, the card holder shall contact the Credentials Section at (305) 347-4955/4956 to schedule an appointment to discuss confiscation of the POM credential 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.

It should be noted that the Port reserves the right to revoke the individual's POM credential privileges.

SECURITY AWARENESS AND REGULATIONS

EVERYONE IS A CRITICAL PART OF THE SECURITY TEAM. SECURITY IS EVERYONE'S BUSINESS

Be aware that individuals can circumvent security measures by jumping over fences, cutting fences, providing false identification, hiding, etc. Any persons acting suspicious such as hiding, refusing to identify themselves, dressed inappropriately for the climate, displaying unnatural behaviors, etc. shall be reported to POM security forces.

All port users shall be cognizant of dangerous devices such as Improvised Explosive Devices (IED), car bombs, contraband, and suspicious packages. This may include any items exposing unusual wires, leaking fluids, unusual odors, ticking noises, etc. In any event, such incident shall be immediately reported to POM security forces. Do not disturb item(s).

Police Emergency 9-1-1

Police Non Emergency
305-4POLICE (476523)

Customs & Border Protection
1-800-BE-ALERT

POM Command & Control Center
305-329-4050

MARSEC level means the level set to reflect the prevailing threat environment to the maritime elements of the national transportation system, including ports, vessels, facilities, and critical assets and infrastructures located on or adjacent to waters subject to the jurisdiction of the US.

The POM operates at **MARSEC Level 1** which is the level for which appropriate security measures shall be maintained at all times. **MARSEC Level 2** means level for which appropriate security measures shall be maintained for a period of time as a result of heightened risk of a Transportation Security Incident. **MARSEC Level 3** means level for which further specific protective security measures shall be maintained for a limited period of time when Transportation Security Incident is probable or imminent, although it may not be possible to identify the specific target.

The POM FSP provides guidance in the event of an emergency at the POM. All port users to include contractors, visitors, clergy and new hires must report unlawful, criminal and terrorist activities to law enforcement agencies. In the event of an actual emergency, contact 9-1-1 then seek and follow direction from seaport security forces and police.