

# Memorandum



**Date:** June 4, 2013

**To:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor

**Subject:** Contract Award Recommendation for Geographic Information System Services -  
Contract No. E12-SEA-02 to WOOLPERT, Inc.

Agenda Item No. 8(J)(1)

## **Recommendation**

It is recommended that the Board of County Commissioners approve the attached Professional Service Agreement (PSA) between WOOLPERT, Inc. and Miami-Dade County for a total contract amount of \$999,979.55. The initial term of this PSA is for two years, with two, one-year options to extend.

## **Scope**

PortMiami is located within District 5 – Commissioner Bruno A. Barreiro. The impact of this agenda item is countywide as PortMiami (“Port”) is a regional asset and generates employment for residents throughout Miami-Dade County.

## **Fiscal Impact/Funding Source**

This project is within Commission District No. 5. The fiscal impact will be \$999,979.55, which includes a 10% contingency allowance account. There is no fiscal impact to operations or maintenance. This capital project is included in the Adopted Multi-Year Capital Improvement Plan for Fiscal Years 2012-2014 (Project 645430). The index code for this project is SP421GIS2T and the funding source is Seaport Bonds/Loans.

## **Track Record/Monitor**

A review of the Capital Improvement Information System for WOOLPERT, Inc., revealed that there are no evaluations on record for WOOLPERT, Inc. However, there are two (2) evaluations on record with the Department of Public Works & Waste Management for WOOLPERT, Inc., with an outstanding rating of 4.0 points out of a total 4.0 possible points.

This contract will be monitored by Hugo Hernandez, Computer Services Manager for the Capital Development Division in PortMiami.

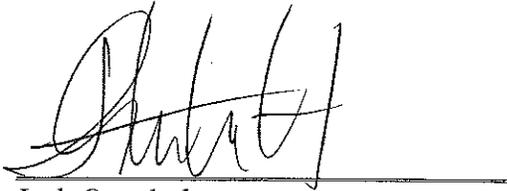
## **Delegation of Authority**

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 October 11, 2012, a Notice to Professional Consultants (NTPC) was advertised. On November 9, 2012, three proposals were submitted in response to the solicitation. WOOLPERT, Inc., was chosen as the top-rated firm and assigned a 20% 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 geographic information system services to PortMiami, which includes completing Quality Level B above-and-below-ground utility-data surveying, verification, mapping, pre-processing, and GIS-database uploading, for the portion of the Port's area where only Quality Level D has been updated to date.

A handwritten signature in black ink, appearing to read "Jack Osterholt", is written over a horizontal line.

Jack Osterholt,  
Deputy Mayor

ATTACHMENT 1

Scope

**PROJECT NAME:** Geographic Information System Services

**PROJECT NO:** 2010-040

**CONTRACT NO:** E12-SEA-02

**PROJECT DESCRIPTION:** Consultant shall provide a complete Quality Level B (QLB) GIS, which includes but is not limited to: above-and-below-ground utility data surveying; verification; mapping; pre-processing; and uploading for a portion of the Port's area where only quality level D (As-Built) was completed. These professional services shall accomplish the following high-level goals:

a. Have the verified QLB GIS data within the geographic project limits updated into Miami-Dade County's Spatial Database Engine (SDE) infrastructure, utilizing Miami-Dade County's ESRI's Enterprise License Agreement.

b. Provide PortMiami with a fully-functional local Data Pre-Processing Site (including both hardware and fully-licensed software) capable to maintain QLB for all areas of PortMiami that have already been completed as well as for all future modifications after this project is finalized.

c. Transfer all necessary data-preparation and upload knowledge to PortMiami GIS full time staff to maintain QLB for the Port in the future as utilities are added, demolished or modified (Surveying-knowledge and field-work knowledge transfer is excluded from this scope).

The primary scope of services includes, but is not limited to:

1. Accurately field-locate above and below ground utility assets according to nationally accepted methods and mapping standards;

2. Accurately field-locate Bollards and Bay Markers creating two separate layers dedicated to those two features;

3. Field locate and update PortMiami's ArcGIS utility data following the American Society of Civil Engineers' (ASCE) 38-02 QLB utility mapping guidelines, using PortMiami's ArcGIS Quality Level D Utility data; as-built information from PortMiami's most recent projects; and the partially created QLB data;

4. Provide professional surveying and mapping Subsurface Utility Engineering (SUE) services at PortMiami. The principle guidelines for this SUE service will be the ASCE Construction Institute/ASCE 38-02, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, 2003. All survey work will be performed in accordance to Chapter 5J-17.052, (Florida Minimum Technical

Standards), pursuant to Section 472 F.A.C. (Florida Administrative Code);

5. Update the existing PortMiami utility GIS geo-databases residing with Miami-Dade County Information Technology Department (ITD).

6. Create a fully-functional Data Pre-Processing Site (including both hardware and software) capable to maintain QLB for all the areas of PortMiami that have already been completed as well as for all the future modifications after this project is finalized. This site shall be the one used for the completion of all work, which implies that all data-preparation will happen at the POM rather than remotely at the consultant's premises. PortMiami GIS staff must be kept fully-aware of all work done in the site throughout the duration of this project; be granted read-only access to that site for the duration of the execution of the first seven (7) phases/zones; and full-access during the execution of the last two (2) phases when staff will do all the work under the consultant's supervision; and

7. Deliver a document delineating a Best Practice-based Standard Operating Procedure for the continued process to maintain the QLB GIS data including, but not limited to, a GIS-based data flow between the Capital Development, Facilities Maintenance, and ITD at PortMiami.

The secondary scope of services includes, but is not limited to:

1. Complete assessments for the gravity sewer system, pump station, force main, water and storm water conditions, recording; documenting; and reporting current or potential problems that could affect flow and that the Port should address and/or resolve;

2. Create a mobile application to track electrical outlet and water usage at PortMiami to be wirelessly synchronized back to the host application; and refrigerated trailer electrical hookups to be wirelessly synchronized back to the host application;

3. Support and assist PortMiami's GIS staff in the implementation of a set of CAD and Building Information Modeling standards to facilitate populating the GIS in the future, with new as-built data to reduce Port data maintenance time and increase the quality of the GIS data created; the interface between Physical Security Information Management system and the required GIS Layers; and a building/land leasing application to manage the customer leasing process;

4. Support and assist PortMiami GIS staff to enhance the current PortMiami Berth Planning application with a dynamic GIS map (replacing the current static graphic);

5. Support and assist PortMiami GIS staff as well as the Port Miami Infor Enterprise Asset Management (EAM) System staff to integrate the GIS system with PortMiami's Infor EAM System to spatially show the location of assets (along with other available asset-related information);

6. Support and assist PortMiami GIS staff as well as PortMiami's Electronic Data Management System (EDMS) staff to integrate the GIS system with the Port's EDMS Documentum implementation; and any ancillary tasks primary to the scope of services.

**PROJECT LOCATION:** PortMiami

<b>PROJECT SITES:</b>	<u>SITE #</u>	<u>LOCATION 1</u>	<u>DIST</u>	<u>ESTIMATE</u>	<u>T-S-R</u>
	#77200	1015 N AMERICA WY	5	\$999,979.55	54-05-42

**PRIMARY COMMISSION DISTRICT:** District 5 Bruno A. Barreiro

**APPROVAL PATH:** Board of County Commissioners

**ISD A&E PROJECT NUMBER:** E12-SEA-02

**USING DEPARTMENT:** PortMiami

**MANAGING DEPARTMENT:** PortMiami

Fiscal Impact / Funding Source

<b>FUNDING SOURCE:</b>	<u>SOURCE</u>	<u>PROJECT NUM</u>	<u>SITE #</u>	<u>AMOUNT</u>
	Seaport Bonds/Loans	<u>645430</u>	<u>#77200</u>	<u>\$999,979.55</u>

**OPERATIONS COST IMPACT / FUNDING:** Not Applicable, this is a PSA for Geographic Information System services.

**MAINTENANCE COST IMPACT / FUNDING:** Not Applicable, this is a PSA for Geographic Information System services.

**LIFE EXPECTANCY OF ASSET:** Not Applicable, this is a PSA for Geographic Information System services.

**PTP FUNDING:** No

**GOB FUNDING:** No

**ARRA FUNDING:** No

<b>CAPITAL BUDGET PROJECTS:</b>	<b>CAPITAL BUDGET PROJECT # - DESCRIPTION</b>	<b><u>AWARD ESTIMATE</u></b>
	645430- INFRASTRUCTURE IMPROVEMENTS	\$499,989.77
	Book Page:52 Funding Year: Adopted Capital Budget	
	Book for FY 11-12, FY 2012-13 Funds	

645430- INFRASTRUCTURE IMPROVEMENTS \$499,989.78  
 Book Page:52 Funding Year: Adopted Capital Budget  
 Book for FY 11-12, FY 2013-14 Funds

CAPITAL BUDGET PROJECTS TOTAL: \$999,979.55

**PROJECT TECHNICAL  
 CERTIFICATION  
 REQUIREMENTS:**

**TYPE CODE DESCRIPTION**

- Prime 15.01 SURVEYING AND MAPPING - LAND SURVEYING
- Prime 15.03 UNDERGROUND UTILITY LOCATION
- Other 6.01 WATER AND SANITARY SEWER SYSTEMS - WATER DISTRIBUTION AND SANITARY SEWAGE COLLECTION AND TRANSMISSION SYSTEMS
- Other 10.01 ENVIRONMENTAL ENGINEERING - STORMWATER DRAINAGE DESIGN ENGINEERING SERVICES
- Other 12.00 GENERAL MECHANICAL ENGINEERING
- Other 13.00 GENERAL ELECTRICAL ENGINEERING
- Other 16.00 GENERAL CIVIL ENGINEERING

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

**NTPC'S DOWNLOADED:** 74

**PROPOSALS RECEIVED:** 3

**TOTAL CONTRACT PERIOD:** 1460 Days. Excludes Warranty Administration Period  
 The contract period consists of two (2) years plus two, one-year options to extend for professional services requested during the initial term, or until the money is depleted, whichever comes first, which equals four (4) years. These two (2) one-year options to extend are based solely on the approval of the County Mayor or County Mayor's designee.

**CONTINGENCY PERIOD:** 73 Days.  
 Based on the initial two (2) year term of the contract.

**IG FEE INCLUDED IN BASE CONTRACT:** Yes

**ART IN PUBLIC PLACES:** No

**BASE ESTIMATE:** \$909,091.00

**BASE CONTRACT AMOUNT:** \$909,072.32

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

<b>CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):</b>	<b>TYPE</b>	<b>PERCENT</b>	<b>AMOUNT</b>	<b>COMMENT</b>
	PSA	10%	\$90,907.23	

**TOTAL DEDICATED ALLOWANCE:** \$0.00

**TOTAL AMOUNT:** \$999,979.55

Track Record / Monitor

**SBD HISTORY OF VIOLATIONS:** None

**EXPLANATION:** A Notice to Professional Consultants (NTPC) was advertised on October 11, 2012. Three proposals were submitted on November 9, 2012, in response to the NTPC. One (1) respondent, Inframap Corp. was found not in compliance with the technical certification requirements of the NTPC. The firm was not certified in Technical Certification Category 15.01, Surveying and Mapping, a requirement of the prime consultant. Additionally, the Department of Regulatory and Economic Resources found the firm non-responsive to the Community Business Enterprise (CBE) requirements. As such, Inframap Corp. was disqualified from the evaluation process. The remaining two (2) respondents were found in compliance with the technical certification requirements of the NTPC and the CBE requirements established for this solicitation.

The Competitive Selection Committee (CSC) appointed by the County Mayor conducted a First Tier Screening on December 19, 2012 to evaluate the proposals received. Both firms were evaluated in accordance with Section 2-10.4 of the Miami-Dade County Code and Implementing Order 3-34. The final qualitative rankings for the two (2) firms were as follows: Firm No. 1, WOOLPERT, Inc. received 441 points and Firm No. 2, TBE Group, Inc. dba Cardno TBE received 418 points. The final ordinal rankings for the two (2) firms were as follows: Firm No. 1, WOOLPERT, Inc. received 3 points and Firm No. 2, TBE Group, Inc. dba Cardno TBE received 6 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 WOOLPERT, Inc. The County Mayor concurred with the CSC and on January 29, 2013, the first negotiation meeting was held.

After two (2) negotiations, the Negotiation Committee arrived at a lump

sum amount that was fair and reasonable to provide a complete Quality Level B (QLB) Geographic Information System, which includes but is not limited to: above-and-below-ground utility data surveying; verification; mapping; pre-processing; and uploading for a portion of the Port's area where only quality level D (As-Built) was completed. There are no evaluations on record in the Capital Improvement Information System for WOOLPERT, Inc. However, there are two (2) evaluations on record with the Department of Public Works & Waste Management for WOOLPERT, Inc., with an outstanding rating of 4.0 points out of a total 4.0 possible points. Based on the above, it is recommended that this agreement be awarded in the amount of \$999,979.55 to WOOLPERT, Inc.

**SUBMITTAL DATE:** 11/9/2012

**ESTIMATED NOTICE TO PROCEED:** 5/13/2013

**PRIME CONSULTANT:** WOOLPERT, INC.

**COMPANY PRINCIPAL:** Scott Cattran, Senior VP

**COMPANY QUALIFIERS:** John Cestnick, PSM

**COMPANY EMAIL ADDRESS:** scott.cattran@woolpert.com

**COMPANY STREET ADDRESS:** 10900 NW 25 Street, Suite 100

**COMPANY CITY-STATE-ZIP:** Miami, FL 33172

**YEARS IN BUSINESS:** 8

**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, WOOLPERT, Inc. has held three (3) Contracts with a total value of \$3,400,000.00, including Change Orders approved by the BCC for \$0.00.

**SUBCONSULTANTS:** CDM Smith Inc.  
Manuel G. Vera & Associates, Inc.  
Westthorp & Associates, Inc.

**MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS:** Yes Interested Professional Engineering Firms must have the experience and qualifications listed below. This expertise must be met by qualified individual(s) of the prime consultant's team.

1. Three (3) or more years of relevant experience developing GIS projects of comparable scope;
2. NASSCO PACP/LACP/MACP certification for gravity sewer assessment (National Association of Sewer Service Companies' Pipeline, Lateral and Manhole Assessment Certification Programs);

3. ESRI business partner Gold Level or higher;
4. Demonstrated knowledge of utility networks, specifically water and sewer systems connectivity, and telecom, fiber, storm water, fuel and security network infrastructure architectures;
5. Demonstrated experience on creating building-information-modeling geo-databases; Geo-database XRAY and ArcDiagrammer; developing custom geometric network tracing using ArcGIS Server; utilizing Microsoft Visual Studio GIS tools and controls, Flex, and Silverlight Application Programming Interface within the ArcGIS Server framework to develop mid-to-high complexity level applications; ArcSDE version control; implementation of Infor EAM / GIS integration at the asset level; and use of ArcObjects within ArcGIS application development; and
6. Project Management Institute's Project Management certification (or equivalent) is desired along with experience working with National Association of GIS-centric solution.

**REVIEW COMMITTEE:** MEETING DATE: 8/23/2012 SIGNOFF DATE: 8/23/2012

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

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:	TYPE	GOAL	ESTIMATED VALUE	COMMENT
	CBE	20.00%	\$199,995.91	
	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:** Elizabeth Ogden, R.A. 305-347-5521 EOGDEN@miamidade.gov

**Background**

**BACKGROUND:** PortMiami requires to complete Quality Level B above-and-below-ground utility-data surveying, verification, mapping, pre-processing, and GIS-database uploading, for the portion of the Port's area where only Quality Level D has been updated to date. This will significantly increase efficiency and productivity by providing PortMiami's Capital Development and Facilities Maintenance Divisions with a reliable database (and graphical representation) of the data they need for their work.

BUDGET APPROVAL  
FUNDS AVAILABLE:

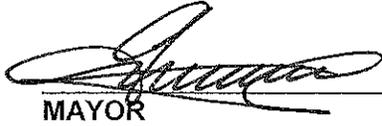
  
OMB DIRECTOR

3/19/13  
DATE

APPROVED AS TO  
LEGAL SUFFICIENCY:

  
COUNTY ATTORNEY

3/20/13  
DATE

  
MAYOR

DATE

CLERK DATE

4/3/13  
DATE



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**DATE:** June 4, 2013

**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 Mayor'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)  
6-4-13

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND WOOLPERT, INC. FOR GEOGRAPHIC INFORMATION SYSTEM SERVICES IN THE AMOUNT OF \$999,979.55, CONTRACT NO. E12-SEA-02; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY TERMINATION AND RENEWAL PROVISIONS THEREIN

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

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

Section 1. Approves the execution of a Professional Services Agreement between Miami-Dade County and WOOLPERT, Inc. for Geographic Information System Services in the amount of \$999,979.55, in substantially the form attached hereto and made part hereof; and

Section 2. Authorizes the County Mayor or County Mayor's 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:

Rebeca Sosa, Chairwoman  
Lynda Bell, Vice Chair

Bruno A. Barreiro  
Jose "Pepe" Diaz  
Sally A. Heyman  
Jean Monestime  
Sen. Javier D. Souto  
Juan C. Zapata

Esteban L. Bovo, Jr.  
Audrey M. Edmonson  
Barbara J. Jordan  
Dennis C. Moss  
Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 4<sup>th</sup> day of June, 2013. 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



**DATE:** November 21, 2012

**TO:** Lester Sola, Director  
Internal Services Department

**FROM:** Sherri McGriff, Division Director, Business Opportunity Support Services  
Department of Regulatory and Economic Resources  
Small Business Development

**SUBJECT:** Compliance Review  
Project No. E12-SEA-02  
Geographic Information System Services

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

The Professional Services Division of the Internal Services Department has submitted proposals from TBE Group, Inc. d/b/a Cardino TBE #1, InfraMap Corp. #2, and Woolpert, Inc. #3, for compliance review. Following is the pre-award compliance status and summary.

**STATUS:**

- |   |                |
|---|----------------|
| 1. TBE Group, Inc. d/b/a Cardino TBE #1 | Compliant      |
| 2. InfraMap Corp. #2                    | Non-Responsive |
| 3. Woolpert, Inc. #3                    | Compliant      |

**SUMMARY:**

**TBE Group, Inc. d/b/a Cardino TBE** submitted the required Letter of Agreement (LOA) listing A.D.A Engineering, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, Environmental Engineering-Stormwater Drainage Design Services, General Mechanical Engineering, General Electrical Engineering, and General Civil Engineering at 20%. TBE Group, Inc. d/b/a Cardino TBE is in compliance with the requirements of the CBE program.

**InfraMap Corp.** a non-CBE firm submitted a proposal, but failed to submit the required Letter of Agreement (LOA), identifying the CBE meeting the 20% CBE goal. The CBE Implementing Order #3-32, Section IX.A.1., states: *“Respondents must submit a completed Letter of Agreement form at the time of proposal submission identifying all first tier and/or second tier CBE-A/E to be utilized to meet the subconsultant goal, the professional designation of work each will perform, and the percentage such work.”* Additionally, Section IX.A.1.b. states: *“Respondents who fail to submit the required Letter of Agreement at the time of proposal submission shall be considered non-responsive”*. InfraMap Corp. has been found non-responsive.

**Woolpert, Inc.** submitted the required Letters of Agreement listing Manuel G. Vera & Associates, Inc. to perform Surveying and Mapping-Land Surveying at 10% and Westthorp & Associates, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, Environmental Engineering-Stormwater Drainage Design Services, and General Civil Engineering also at 10%. Woolpert, Inc. is in compliance with the requirements of the CBE program.

Compliance Memorandum  
Lester Sola  
E12-SEA-02  
November 21, 2012  
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Please note that SBD staff 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, ISD  
Traci Adams-Parish, SBD  
File



## Small Business Development Division Project Worksheet

**Project/Contract Title:** GEOGRAPHIC INFORMATION SYSTEM SERVICES **Received Date:** 07/30/2012  
**Project/Contract No:** E12-SEA-02 **Funding Source:**  
**Department:** SEAPORT **SEAPORT LOANS**  
**Estimated Cost of Project/Bid:** \$715,000.00 **Resubmittal Date(s):**  
**Description of Project/Bid:** To establish a Professional Services Agreement (PSA) to provide a complete Quality Level B (QLB) GIS, to include but not limited to: above-and-below-ground utility data surveying; verification; mapping; pre-processing; and uploading for a portion of the Port's area where only quality level D (As-Built) was completed.

Contract Measures Recommendation		
Measure	Program	Goal Percent
Goal	CBE	20.00%

**Reasons for Recommendation**

The prime is required to be certified in 15.01 and 15.03, which accounts for 80% of the scope of work; in an attempt to make this a CBE Tier 1 Set-Aside, the six (6) CBE firms certified in both Technical Categories were polled; one (1) responded in the affirmative. SBD concurs with the recommendation of a 20% CBE goal.

Technical Category: 0601-W & S Sewer Sys-Water Dist & Sanitary Sewage Coll; 1001-Environmental Eng-Stormwater Drainage Design Serv; 1200-General Mechanical Engineering; 1300-General Electrical Engineering; 1501-Surveying And Mapping-Land Surveying; 1503-Underground Utility Location; 1600-General Civil Engineering

Analysis for Recommendation of a Goal				
Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
W & S SEWER SYS-WATER DIST & SANITARY SEWAGE COLL	CBE	\$28,600.00	4.00%	60
ENVIRONMENTAL ENG-STORMWATER DRAINAGE DESIGN SERV	CBE	\$28,600.00	4.00%	49
GENERAL CIVIL ENGINEERING	CBE	\$28,600.00	4.00%	68
GENERAL ELECTRICAL ENGINEERING	CBE	\$28,600.00	4.00%	35
GENERAL MECHANICAL ENGINEERING	CBE	\$28,600.00	4.00%	33
<b>Total</b>		<b>\$143,000.00</b>	<b>20.00%</b>	

**Living Wages:** YES  NO   
**Responsible Wages:** YES  NO

*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 <u>20% CBE</u>	Bid Preference _____	
No Measure _____	Deferred _____	Selection Factor _____	
CWP _____	<u>V. Clark</u> SBD Director	<u>8/23/12</u> Date	

STRATEGIC AREA: Transportation  
 DEPARTMENT: Port of Miami

\*\*\*\*\* FUNDED PROJECTS \*\*\*\*\*  
 (dollars in thousands)

**INFRASTRUCTURE IMPROVEMENTS**

**PROJECT # 645430**

DESCRIPTION: Update and improve various infrastructure portions of the Port

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

DISTRICT LOCATED: 5  
 DISTRICT(s) SERVED: Countywide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
FDOT Funds	976	0	0	0	0	0	0	0	976
Seaport Bonds/Loans	9,899	12,280	7,300	5,500	12,000	4,369	0	0	51,348
<b>TOTAL REVENUE:</b>	<b>10,875</b>	<b>12,280</b>	<b>7,300</b>	<b>5,500</b>	<b>12,000</b>	<b>4,369</b>	<b>0</b>	<b>0</b>	<b>52,324</b>
EXPENDITURE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Construction	10,875	12,280	7,300	5,500	12,000	4,369	0	0	52,324
<b>TOTAL EXPENDITURES:</b>	<b>10,875</b>	<b>12,280</b>	<b>7,300</b>	<b>5,500</b>	<b>12,000</b>	<b>4,369</b>	<b>0</b>	<b>0</b>	<b>52,324</b>

**INTERMODAL AND RAIL RECONSTRUCTION**

**PROJECT # 642780**

DESCRIPTION: Utilize federal grants to refurbish rail line from the Port to transfer area

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

DISTRICT LOCATED: 5  
 DISTRICT(s) SERVED: Countywide

ESTIMATED ANNUAL OPERATING IMPACT: \$1,000

REVENUE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Federal Transportation Grant	8,989	13,778	0	0	0	0	0	0	22,767
Seaport Bonds/Loans	3,200	1,200	400	0	0	0	0	0	4,800
<b>TOTAL REVENUE:</b>	<b>12,189</b>	<b>14,978</b>	<b>400</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>27,567</b>
EXPENDITURE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Planning and Design	544	0	0	0	0	0	0	0	544
Construction	11,645	14,978	400	0	0	0	0	0	27,023
<b>TOTAL EXPENDITURES:</b>	<b>12,189</b>	<b>14,978</b>	<b>400</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>27,567</b>

Passenger Facilities Improvements

**CRUISE TERMINALS D AND E UPGRADES FOR NEW SERVICE**

**PROJECT # 644710**

DESCRIPTION: Upgrade terminals to berth new class of ship in order to meet future growth demands

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

DISTRICT LOCATED: 5  
 DISTRICT(s) SERVED: Countywide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
FDOT Funds	1,669	0	0	0	0	0	0	0	1,669
Seaport Bonds/Loans	12,067	1,940	0	0	0	0	0	0	14,007
<b>TOTAL REVENUE:</b>	<b>13,736</b>	<b>1,940</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>15,676</b>
EXPENDITURE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Planning and Design	1,167	0	0	0	0	0	0	0	1,167
Construction	12,569	1,940	0	0	0	0	0	0	14,509
<b>TOTAL EXPENDITURES:</b>	<b>13,736</b>	<b>1,940</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>15,676</b>

**BUDGET PROJECT 645430 - (As per 2012-2013 Approved Budget)**

645430-INFRASTRUCTURE IMPROVEMENTS

Update and improve various infrastructure portions of the Port

		CDP Project Revenue										
CDP Revenue:	Prior:	10-11:	11-12:	12-13:	13-14:	14-15:	15-16:	FUTURE:	Total:			
FDOT Funds	0	541,000	435,000	0	0	0	0	0	976,000			
FEMA Hazard Mitigatio	0	0	0	0	0	0	0	0	0			
FEMA Reimbursements	0	0	0	0	0	0	0	0	0			
Fire Rescue Taxing Di	0	0	0	0	0	0	0	0	0			
Seaport Bonds/Loans	0	1,851,000	8,048,000	12,280,000	7,300,000	5,500,000	12,000,000	4,369,000	51,348,000			
Seaport Revenues	0	0	0	0	0	0	0	0	0			
US Department of Home	0	0	0	0	0	0	0	0	0			

CIIS Site Funding Info

SITE Location/Desc:	Prior:	10-11:	11-12:	12-13:	13-14:	14-15:	15-16:	FUTURE:	Total:
75006 - 1015 N AMERICA WAY , 33132	0	0	0	0	0	0	0	0	0
Desc: Port of Miami 2035 Master Plan									
75557 - SW quadrant of the Port of Miami	0	0	0	0	0	0	0	0	0
Desc: Rip Rap repairs at RCCL (Area 1) & Seaboard West Area (Area 2)									
75558 - 909 North Cruise Boulevard	0	0	0	0	0	0	0	0	0
Desc: Cruise Terminal G - 3rd Floor HVAC Modification									
75582 - 1055 & 1103 North Cruise Boulevard	0	0	0	0	0	0	0	0	0
Desc: Cruise Terminals F & G CBP One Stop Shop Modifications									
75645 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Wharf I Emergency Repairs									

<u>75749</u> - 1015 N AMERICA WY	0	0	8,748,000	12,733,000	25,465,000	5,000,000	21,000,000	60,000,000	132,946,000
Desc: Wharves Strengthening Program									
<u>76606</u> - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Wharf I Emergency Bulkhead Repair Phase II									
<u>76656</u> - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: 1080 Building Re-Roofing									
<u>76665</u> - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Port of Miami Bridge Control House Re-roofing									
<u>76693</u> - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc:									
<u>76694</u> - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Terminal H Re-roofing									
<u>76886</u> - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Mooring Bollards Phase I									
<u>76901</u> - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Cruise Terminal J Improvements									
<u>76932</u> - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Cruise Terminal J Interior Upgrades and Overhead Door									
<u>76941</u> - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Parking Garage D Comm. & Access Control (includes Surface Lot E Plan Revisions									
<u>76946</u> - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Update and improve various infrastructure portions of the Port									
<u>76960</u> - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Parking Garage J Repairs									
<u>76980</u> - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: MDR Marine Unit at Cruise Terminal H									
<u>76998</u> - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Cruise Terminal J Building Upgrades									



<u>Dept</u>	<u>ContractNo</u>	<u>Contract Name</u>	<u>RTA / MCC Estimated Allocation</u>	<u>Award / MCC Award Allocation</u>	<u>CIIS Award</u>
SP	7360: <u>2006-019.03</u>	CCTV & Communications (Parking Garages D & G, Surface Lots E & H)	\$1,760,200.23	\$0.00	\$0.00
SP	7360: <u>2006-030.01</u>	Rip Rap Repairs at RCCL Building (Area 1) and Seaboard West (Area 2)	\$1,544,341.00	\$0.00	\$733,406.20
SP	7040: <u>2007-010</u>	MDFR Marine Unit at Cruise Terminal H	\$553,279.00	\$977,760.00	\$1,027,390.49
SP	<u>2007.013</u>	Oleta River State Park Mitigation	\$0.00	\$100,000.00	\$2,851,269.52
SP	<u>2007.013</u>	Oleta River State Park Mitigation	\$0.00	\$121,744.10	\$2,851,269.52
SP	7040: <u>2007.021</u>	Wharf Access Gates as per "Design and Implementation Support for Pedestrians and Vehicles	\$87,519.43	\$0.00	\$1,754,420.85
SP	7040: <u>2007.054</u>	New I.T. Telecommunications Room	\$2,060.00	\$0.00	\$58,008.00
SP	7040: <u>2008-101</u>	Cruise Terminals F & G One Stop Shop Modifications	\$338,174.00	\$0.00	\$458,111.17
SP	7040: <u>2008-102</u>	Cruise Terminal G Third Floor HVAC Modifications	\$282,931.00	\$0.00	\$323,896.16
SP	7040: <u>2008-122.05</u>	Parking Garage J Repairs	\$333,500.00	\$0.00	\$446,581.00
SP	7040: <u>2008-122.07</u>	Cruise Terminal J Interior Upgrades and Overhead Door	\$450,857.00	\$0.00	\$449,561.22
SP	7040: <u>2008-122.09</u>	Cruise Terminal J Building Upgrades	\$999,202.00	\$0.00	\$837,852.65
SP	7040: <u>2008-140R</u>	Port of Miami Bridge Control House Re-roofing	\$8,750.00	\$0.00	\$10,430.00
SP	7360: <u>2009-028</u>	Wharf I Emergency Repairs	\$65,335.50	\$0.00	\$76,812.96
SP	7040: <u>2010-026</u>	Terminal H Re-Roofing	\$850,360.00	\$0.00	\$543,893.98
SP	7040: <u>2010-027</u>	Admin Buildings 1001, 1015 and Annex Re-roof	\$776,749.00	\$0.00	\$489,680.00
SP	7040: <u>2010-032.03</u>	Envelope and Electrical Repairs (Buildings 1001, 1007, 1015 & Shed B)	\$1,112,313.00	\$0.00	\$1,067,679.10
SP	7040: <u>2010-044</u>	1080 Building Re-roofing	\$948,233.00	\$0.00	\$537,939.01
SP	A12-SEA-01	Architectural and Engineering Services for PortMiami Cruise Terminals and Central Examination Facilities	\$1,100,000.00	\$0.00	\$0.00
SP	A12-SEA-01	Architectural and Engineering Services for PortMiami Cruise Terminals and Central Examination Facilities	\$1,100,000.00	\$0.00	\$0.00
SP	A12-SEA-01	Architectural and Engineering Services for PortMiami Cruise Terminals and Central Examination Facilities	\$1,100,000.00	\$0.00	\$0.00

	Cruise Terminals and Central Examination Facilities			
SP	<u>A12-SEA-01</u>	Architectural and Engineering Services for PortMiami	\$1,100,000.00	\$0.00
SP	<u>E09-SEA-01</u>	Cruise Terminals and Central Examination Facilities		\$0.00
SP	<u>E12-SEA-01</u>	Wharves Strengthening Program	\$0.00	\$240,000.00
SP	<u>E12-SEA-02</u>	Cargo Gate Modifications and Process Improvements	\$2,475,000.00	\$0.00
SP	<u>E12-SEA-02</u>	Geographic Information System Services	\$500,000.00	\$0.00
SP	<u>E12-SEA-02</u>	Geographic Information System Services	\$500,000.00	\$0.00
SP	<u>E12-SEA-02</u>	Geographic Information System Services	\$0.00	\$499,989.77
SP	<u>E12-SEA-02</u>	Geographic Information System Services	\$0.00	\$499,989.78

Total Allocated: \$17,988,804.16 \$2,439,483.65

## Current Contracts for Sites of Project 645430

(These contracts are not necessarily funded from this project)

Dept	Site NO	ContractNo	Award Allocation
SP	#75006	E08-SEA-03	\$1,265,000.00
SP	#75645	E09-SEA-01	\$240,000.00
SP	#75557	2006-030.01	\$733,406.20
SP	#75558	2008-102	\$323,896.16
SP	#75582	2008-101	\$275,660.00
SP	#75645	2009-028	\$76,812.96
SP	#76656	2010-044	\$1,120,474.00
SP	#76665	2008-140R	\$8,750.00
SP	#76693	2010-027	\$776,749.00
SP	#76932	2008-122.07	\$450,857.00
SP	#76960	2008-122.05	\$300,000.00
SP	#76980	2007-010	\$977,760.00
SP	#76998	2008-122.09	\$999,202.00
SP	#77130	E12-SEA-01	\$2,475,000.00
SP	#77186	2007.021	\$1,666,901.42

SP	#77200	E12-SEA-02	\$999,979.55
SP	#77210	2010-032.03	\$1,112,313.00
SP	#77218	A12-SEA-01	\$4,400,000.00
SP	#77225	<u>2006-019.03</u>	<u>\$1,760,200.23</u>
Total Allocated:			\$19,962,961.52

**DELETE**

Search for Site Number  
Search for Budget Project Number

Exit

Port of Miami

Contract Capital Projects

CONTRACT NO: - E12-SEA-02

CURRENT CONTRACT CDP AWARD PROJECTS:

<b>ACTION</b>	<b>CAPITAL BUDGET PROJECT / DESCRIPTION</b>	<b>E12-SEA-02 Estimate</b>
---------------	---	----------------------------

None	CDP - 645430 - INFRASTRUCTURE IMPROVEMENTS	\$499,989.77
------	--	--------------

Capital Budget Book Page: 52

Funding Year: Adopted Capital Budget Book for

None	CDP - 645430 - INFRASTRUCTURE IMPROVEMENTS	\$499,989.78
------	--	--------------

Capital Budget Book Page: 52

Funding Year: Adopted Capital Budget Book for

Project Totals: \$999,979.55

ADDITIONAL CDP PROJECTS: (BY PROJECT DESC)

<b>ACTION</b>	<b>CDP PROJECT / DESCRIPTION</b>	<b>E12-SEA-02 Estimate</b>
---------------	----------------------------------	----------------------------

None Select CDP Project...

0

ADDITIONAL CDP PROJECTS: (BY PROJECT NUMBER)

E12-SEA-02

Estimate

ACTION CDP PROJECT / DESCRIPTION

None	Select CDP Project...	0
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Exit



**MIAMI DADE COUNTY**  
 Department of Small Business Development  
 Firm History Report

**FIRM NAME: WOOLPERT, INC.**  
 4454 Idea Center Blvd  
 Dayton, OH 45430-0000

From: 02/20/2008 To: 02/20/2013

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
* EPP-RFP546-1(1)	1	WS	NO MEASURE	08/01/2009	\$400,000.00
GEODATABASE MIGRATION & PROPOSED PROJECT CONVERSION					
* RFP511-1(2)	1	WS	NO MEASURE	06/07/2010	\$1,500,000.00
EAMS IMPLEMENTATION SERVICES					
* RFP511-2(2)	1	WS	NO MEASURE	06/07/2011	\$1,500,000.00
EAMS IMPLEMENTATION SERVICES					
Total Award Amount					\$3,400,000.00
Total Change Orders Approved by BCC					\$0.00
					\$3,400,000.00

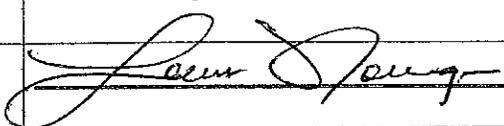
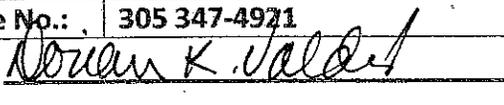
26

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



# MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT

## Project Evaluation

<b>Consultant Name :</b>		Woolpert, Inc.		<b>Date:</b> 2/21/2011	
<b>Contract Name</b>		General Land and Engineering Surveying Services		<b>Work Order No.</b> 01-WLP	
<b>Amount of Work Order:</b>		\$115,000		<b>PWD Assignment #:</b>	
<b>User Department:</b>		Seaport			
<b>User Dept. Project Manager:</b>		Louis Noriega		<b>Phone Number:</b> 305 347-4921	
<b>Project Description:</b>		SUE Quality Level D			
<b>Rating</b>					
	4	3	2	1	N/A
1	x				
Adherence to schedule- Minimizing delay to project.					
2	x				
Cost effectiveness- Compliance with proposal cost					
3	x				
Adherence to scope of work					
4	x				
Cooperation- Team Work & relationship with owner					
5	x				
Technical Skills- field work accuracy and procedures					
6	x				
Submittals- On time, drawings show all information requested					
7	x				
Responsiveness- Timely response to revisions and comments					
8	x				
Personnel- Quality and dedication of project staff					
9	x				
Quality- Work performed correctly the first time					
<b>Overall performance average:</b>		4	<b>Raters Name:</b>		Louis Noriega
			<b>Raters Signature</b>		
Documentation that supports this evaluation and Consultant comments can be obtained by contacting:					
<b>Name:</b>		Louis Noriega		<b>Phone No.:</b> 305 347-4921	
<b>Evaluation Reviewed by:</b>		Dorian Valdes, P.E.		<b>Reviewers Signature:</b> 	
<b>Supervisor</b>		<b>Division Chief</b>		<b>Assistant Director</b>	x <b>Director</b>
<b>Rating Key</b>					
4 Superior performance - Exemplary quality, no intervention required - project completed on time or early at or below budget with No change orders or amendments other than owner requested changes.					
3 Satisfactory performance - Minor errors noted, addressed with timely corrective action. No serious errors noted or corrective action Needed.					
2 Guarded performance Errors and Omissions documented in writing with timely corrective action.					
1 Unresponsive performance documented in writing without timely corrective action.					
N/A. No Information					



# MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT

## Project Evaluation

Consultant Name :	Woolpert	Date:	112612
Contract Name	General Land and Engineering Surveying Services	Work Order No.	02-WCP
Amount of Work Order:	426,520 / 421,188.50	PWD Assignment #:	2010-040
User Department:	Seaboard		
User Dept. Project Manager:	Jose L. Connel	Phone Number:	305-347-4056
Project Description:			

Rating						
	4	3	2	1	N/A	
1	<input checked="" type="checkbox"/>					Adherence to schedule- Minimizing delay to project.
2	<input checked="" type="checkbox"/>					Cost effectiveness- Compliance with proposal cost
3	<input checked="" type="checkbox"/>					Adherence to scope of work <i>See * below</i>
4	<input checked="" type="checkbox"/>					Cooperation- Team Work & relationship with owner
5	<input checked="" type="checkbox"/>					Technical Skills- field work accuracy and procedures
6	<input checked="" type="checkbox"/>					Submittals- On time, drawings show all information requested
7	<input checked="" type="checkbox"/>					Responsiveness- Timely response to revisions and comments
8	<input checked="" type="checkbox"/>					Personnel- Quality and dedication of project staff
9	<input checked="" type="checkbox"/>					Quality- Work performed correctly the first time

Overall performance average:	4	Raters Name:	Hugo A. Hernandez
		Raters Signature	

Documentation that supports this evaluation and Consultant comments can be obtained by contacting:

Name: Hugo Hernandez	Phone No: 305-347-4807
Evaluation Reviewed by:	Reviewers Signature:
Supervisor <input checked="" type="checkbox"/>	Division Chief <input type="checkbox"/>
Assistant Director <input type="checkbox"/>	Director <input type="checkbox"/>

- Rating Key**
- 4 Superior performance - Exemplary quality, no intervention required - project completed on time or early at or below budget with No change orders or amendments other than owner requested changes.
  - 3 Satisfactory performance - Minor errors noted, addressed with timely corrective action. No serious errors noted or corrective action Needed.
  - 2 Guarded performance Errors and Omissions documented in writing with timely corrective action.
  - 1 Unresponsive performance documented in writing without timely corrective action.
- N/A. No Information

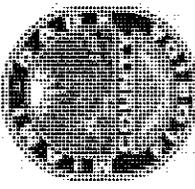
\* A portion of Area 8 could not be completed because of Tunnel-related work. #H

Find Contracts With Search String

Projects

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# INTERNAL SERVICE DEPARTMENT CAPITAL IMPROVEMENTS INFORMATION SYSTEM

Wednesday, February 20, 2013

All Contracts for FEIN 201391406  
**WOOLPERT, INC.**

DST	DPT	Type	Contract	Name	Location / Contractor	Estimated Completion Date	Last Total Status Award Date	% Complete / Status
30	PW	PSA	20060089-WOOLPERT INC.	General Land and Engineering Surveying Services	WOOLPERT, INC.	1/22/2010	\$571,429 2/18/2010	100% / Closed
Totals:							1	\$571,429

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

Exit

Projects

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Contracts Status View

# Memorandum



**Date:** December 20, 2012

**To:** Lester Sola, Director  
Internal Services Department

**Through:** Miriam Singer, CPPO, Assistant Director  
Internal Services Department *M. Singer*

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

**Subject:** NEGOTIATION AUTHORIZATION  
PortMiami  
Geographic Information System Services  
ISD Project No. E12-SEA-02

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.:** E12-ISD-02

**Project Title:** Geographic Information System Services

**Scope of Services Summary:** The selected Consultant shall provide a completed Quality Level B (QLB) Geographic Information System (GIS) data set for the Port Miami Geographic Information System (GIS) solution, which includes but is not limited to: Above-and-below-ground utility data surveying; verification; mapping; pre-processing; and uploading for a portion of the Port's area where only Quality Level D (As-Built) was completed. These professional services shall accomplish the following high-level goals:

- a. Have the verified QLB GIS data within the geographic project limits updated into Miami-Dade County's Spatial Database Engine (SDE) infrastructure, utilizing Miami-Dade County's ESRI's Enterprise License Agreement.
- b. Provide PortMiami with a fully-functional local Data Pre-Processing Site (including both hardware and fully-licensed software) capable to maintain QLB for all areas of PortMiami that have already been completed as well as for all future modifications after this project is finalized.
- c. Transfer all necessary data-preparation and upload knowledge to PortMiami GIS full time staff to maintain QLB for the Port in the future as utilities are added, demolished or modified (Surveying knowledge and field-work knowledge transfer is excluded from this scope).  
The primary scope of services includes, but is not limited to:
  1. Accurately field-locate above and below ground utility assets according to nationally accepted methods and mapping standards;
  2. Accurately field-locate Bollards and Bay Markers creating two separate layers dedicated to those two features;

3. Field locate and update PortMiami's ArcGIS utility data following the American Society of Civil Engineers' (ASCE) 38-02 QLB utility mapping guidelines, using PortMiami's ArcGIS Quality Level D Utility data; as-built information from PortMiami's most recent projects; and the partially created QLB data;
4. Provide professional surveying and mapping Subsurface Utility Engineering (SUE) services at PortMiami. The principle guidelines for this SUE service will be the ASCE Construction Institute/ASCE 38-02, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, 2003. All survey work will be performed in accordance to Chapter 5J-17.052, (Florida Minimum Technical Standards), pursuant to Section 472 F.A.C. (Florida Administrative Code);
5. Update the existing PortMiami utility GIS geo-databases residing with Miami-Dade County Information Technology Department (ITD).
6. Create a fully-functional Data Pre-Processing Site (including both hardware and software) capable to maintain QLB for all the areas of PortMiami that have already been completed as well as for all the future modifications after this project is finalized. This site shall be the one used for the completion of all work, which implies that all data-preparation will happen at PortMiami rather than remotely at the consultant's premises. PortMiami GIS staff must be kept fully-aware of all work done in the site throughout the duration of this project; be granted read-only access to that site for the duration of the execution of the first seven (7) phases/zones; and full-access during the execution of the last two (2) phases when staff will do all the work under the consultant's supervision; and
7. Deliver a document delineating a Best Practice-based Standard Operating Procedure for the continued process to maintain the QLB GIS data including, but not limited to, a GIS-based data flow between the Capital Development, Facilities Maintenance, and ITD at PortMiami.

The secondary scope of services includes, but is not limited to:

1. Complete assessments for the gravity sewer system, pump station, force main, water and storm water conditions, recording; documenting; and reporting current or potential problems that could affect flow and that the Port should address and/or resolve;
2. Create a mobile application to track electrical outlet and water usage at PortMiami to be wirelessly synchronized back to the host application; and refrigerated trailer electrical hookups to be wirelessly synchronized back to the host application;
3. Support and assist PortMiami's GIS staff in the implementation of a set of Computer-Aided Design (CAD) and Building Information Modeling standards to facilitate populating the GIS in the future, with new as-built data to reduce Port data maintenance time and increase the quality of the GIS data created; the interface between Physical Security Information Management system and the required GIS Layers; and a building/land leasing application to manage the customer leasing process;
4. Support and assist PortMiami GIS staff to enhance the current PortMiami Berth Planning application with a dynamic GIS map (replacing the current static graphic);

5. Support and assist PortMiami GIS staff as well as the Port Miami Infor Enterprise Asset Management (EAM) System staff to integrate the GIS system with PortMiami's Infor EAM System to spatially show the location of assets (along with other available asset-related information);

6. Support and assist PortMiami GIS staff as well as PortMiami's Electronic Data Management System (EDMS) staff to integrate the GIS system with the Port's EDMS Documentum implementation; and any ancillary tasks primary to the scope of services.

**Experience and Qualifications:**

The Prime Consultant's team must demonstrate experience in the following areas:

1. Three (3) or more years of relevant experience developing GIS projects of comparable scope;
2. NASSCO PACP/LACP/MACP certification for gravity sewer assessment (National Association of Sewer Service Companies' Pipeline, Lateral and Manhole Assessment Certification Programs);
3. ESRI business partner Gold Level or higher;
4. Demonstrated knowledge of utility networks, specifically water and sewer systems connectivity, and telecom, fiber, storm water, fuel and security network infrastructure architectures;
5. Demonstrated experience on creating building-information-modeling geo-databases; Geo-database XRAY and ArcDiagrammer; developing custom geometric network tracing using ArcGIS Server; utilizing Microsoft Visual Studio GIS tools and controls, Flex, and Silverlight Application Programming Interface within the ArcGIS Server framework to develop mid-to-high complexity level applications; ArcSDE version control; implementation of Infor EAM / GIS integration at the asset level; and use of ArcObjects within ArcGIS application development; and
6. Project Management Institute's Project Management certification (or equivalent) is desired along with experience working with National Association of GIS-centric solution.

**Term of Contract:** This solicitation is for one (1) non-exclusive Professional Services Agreement (PSA) with a cost estimate of one million dollars (\$1,000,000) for an effective term of two (2) years with two (2) one-year options to renew totaling four (4) years, or until the money is depleted, whichever comes first, The two (2) one-year options to renew are based solely on the approval of the County Mayor or County Mayor's designee.

**Community Business Enterprise Goal/Measure:** The Department of Regulatory and Economic Resources (RER) established a 20% Community Business Enterprise (CBE) goal for this solicitation on August 23, 2012.

**Request to Advertise (RTA) Stamped by the Clerk of the Board (COB):** September 24, 2012.

**Number of Proposals Received:** Three (3) proposals were received by the Clerk of the Board on November 9, 2012.

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

**Non-Compliance:** One (1) respondent, Inframap Corp., was found not in compliance with the technical certification requirements of the NTPC. The firm was not certified in technical certification category 15.01, Surveying and Mapping – Land Surveying, a requirement of the Prime Consultant. Additionally, RER found the firm non-responsive to the CBE requirements. As such said respondent was disqualified from the evaluation process.

**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 proceedings.

**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 one non-exclusive PSA for this solicitation with the top ranked firm:

Dorian Valdes, PortMiami  
Alissa Penaloza, PortMiami  
Luis Lacau, PWWM

**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. See below:

**TOTAL QUALITATIVE & ORDINAL SCORES**  
**RANKING OF RESPONDENTS**  
**SELECTION FOR PSA NEGOTIATION**  
**ONE AGREEMENT WITH A**  
**20% CBE GOAL**

Woolpert, Inc.  
Qualitative Points - 441  
Ordinal Score - 3  
Final Ranking - 1

TBE Group, Inc. DBA Cardno TBE  
Qualitative Points - 418  
Ordinal Score - 6  
Final Ranking - 2





**MIAMI DADE COUNTY  
OFFICE OF CAPITAL IMPROVEMENTS**

**LIST OF RESPONDENTS**

**OCI Project Name:** Geographic Information System Services

**OCI Project No.:** E12-SEA-02

**Measures:** 20% CBE

**Number of Agreements:** 1

**Contract Type:** PROJECT SPECIFIC

**Submittal Date:** 11/09/2012

**Submittal No:** 1

**Prime Name:** TBE GROUP, INC. DBA CARDNO TBE

**Trade Name:**

**Prime Local Preference:** No

**FEIN No.:** 592367433

**Subs Name**

a. A.D.A. ENGINEERING, INC.

b. CRITIGEN, LLC

**Trade Name**

**Subs FEIN No.**

592064498

270232645

**Submittal No:** 2

**Prime Name:** INFRAMAP CORP.

**Trade Name:** ACCURATE LOCATING, INC.

**Prime Local Preference:** No

**FEIN No.:** 541578298

**Subs Name**

a. C.H. PEREZ & ASSOCIATES CONSULTING ENGINEERS, INC.

b. CORZO CASTELLA CARBALLO THOMPSON SALMAN, P.A.

c. CRAVEN, THOMPSON & ASSOCIATES, INC.

**Trade Name**

**Subs FEIN No.**

550866252

C3TS

650039493

590948029

**Submittal No:** 3

**Prime Name:** WOOLPERT, INC.

**Trade Name:**

**Prime Local Preference:** Yes

**FEIN No.:** 201391406

**Subs Name**

a. MANUEL G. VERA & ASSOCIATES, INC.

b. WESTHORN & ASSOCIATES, INC.

c. CDM SMITH, INC.

**Trade Name**

**Subs FEIN No.**

591741639

650807883

CAMP DRESSER & MCKEE  
INC

042473650

FIRST - TIER MEETING  
DECEMBER 19, 2012

PORT MIAMI  
GEOGRAPHIC INFORMATION SYSTEM SERVICES  
ISD PROJECT NO. E12-SEA-02

TABULATION SHEET

FIRM NAME	COMPETITIVE SELECTION COMMITTEE					TOTAL QUALITY POINTS	QUALITY POINTS	TOTAL QUALITY POINTS								
	Dorian Valdes	Alissa Penaloza	Luis Lacaia	Isaac Smith	Lana Meoery											
1 THE PROGRESSIVE CONSULTING ENGINEERS (PCE) INC.																
1A - Qualification of firms including team members associated to the project (Max. 50 points)	45	45	27	43	45	205	41	37	55							
2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	19	18	13	19	18	84	17	11	22							
3A - Past Performance of the Firms (Max. 20 points)	17	15	19	17	17	85	17	11	22							
4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	5	5	5	5	5	25	5	3	7							
5A - Ability of team members to interface with the County (Max. 5 points)	3	4	4	4	4	19	4	3	5							
<b>Ordinal Scores</b>	<b>89</b>	<b>84</b>	<b>68</b>	<b>88</b>	<b>89</b>					<b>118</b>	<b>2</b>	<b>6</b>	<b>7</b>	<b>2</b>		
2 THE BREAKER (TB) NO. 1, 2, 3, 4, 5, & 6 / Criteria (CR) 1A, 2A, 3A, 4A, 5A, Total Qualitative Points for Criteria 1A.																
3 WOOLPERT, INC.																
1A - Qualification of firms including team members associated to the project (Max. 50 points)	50	45	33	49	47	224	45	30	60							
2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	20	15	17	19	19	90	16	19	24							
3A - Past Performance of the Firms (Max. 20 points)	20	16	18	19	19	92	19	17	24							
4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	1	3	2	3	1	10	2	1	3							
5A - Ability of team members to interface with the County (Max. 5 points)	5	5	5	5	5	25	5	3	7							
<b>Ordinal Scores</b>	<b>96</b>	<b>84</b>	<b>75</b>	<b>95</b>	<b>91</b>					<b>141</b>	<b>1</b>	<b>3</b>	<b>1</b>	<b>1</b>		
4 THE BREAKER (TB) NO. 1, 2, 3, 4, 5, & 6 / Criteria (CR) 1A, 2A, 3A, 4A, 5A, Total Qualitative Points for Criteria 1A.																
Paula Samuels, Chairperson																
Pursuant to Miami-Dade County Code 3-10.4 & 10-3-34																
Highlighted area denotes tie-breaker																
Strikethrough, denotes high and low ordinal scores dropped																

PORTMIAMI  
NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT  
GEOGRAPHIC INFORMATION SYSTEM SERVICES

CONTRACT NO. E12-SEA-02

OCTOBER 2012



Carlos A. Gimenez, Mayor

BOARD OF COUNTY COMMISSIONERS

Rebecca Sosa, Chairperson

Barbara J. Jordan  
**District 1**  
Jean Monestime  
**District 2**  
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**District 3**  
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Senator Javier D. Souto  
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**District 11**  
Jose "Pepe" Diaz  
**District 12**  
Esteban Bovo, Jr.  
**District 13**

Harvey Ruvim, 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  
GEOGRAPHIC INFORMATION SYSTEM SERVICES  
CONTRACT NO. E12-SEA-02

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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 Woolpert, Inc., a Ohio corporation authorized to do business in the State of Florida with offices in Miami, 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 Geographic Information System Services, Contract No. E12-SEA-02 / Project No. 2010-040, as more specifically described in SECTION II- PROFESSIONAL SERVICES of this Agreement for the Dante B. Fascell PortMiami-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, and in accordance with the standard of care ordinarily exercised

by members of the same profession currently practicing under similar circumstances. Said services may include, but not be limited to:

Consultant shall provide a completed Quality Level B (QLB) data set for the Port Miami Geographic Information System (GIS) solution, which includes but is not limited to: above-and-below-ground utility data surveying; verification; mapping; pre-processing; and uploading for a portion of the Port's area where only quality level D (As-Built) was completed. These professional services shall accomplish the following high-level goals:

- a. Have the verified QLB GIS data within the geographic project limits updated into Miami-Dade County's Spatial Database Engine (SDE) infrastructure, utilizing Miami-Dade County's Environmental Systems Research Institute's (ESRI) Enterprise License Agreement.
- b. Provide PortMiami with a fully-functional local Data Pre-Processing Site (including both hardware and fully-licensed software) capable to maintain QLB for all areas of PortMiami that have already been completed as well as for all future modifications after this project is finalized.
- c. Transfer all necessary data-preparation and upload knowledge to PortMiami GIS full time staff to maintain QLB for the Port in the future as utilities are added, demolished or modified (Surveying-knowledge and field-work knowledge transfer is excluded from this scope).

The primary scope of services includes, but is not limited to:

1. Accurately field-locate above and below ground utility assets according to nationally accepted methods and mapping standards;
2. Accurately field-locate Bollards and Bay Markers creating two separate layers dedicated to those two features;

3. Field locate and update PortMiami's ArcGIS utility data following the American Society of Civil Engineers' (ASCE) 38-02 QLB utility mapping guidelines, using PortMiami's ArcGIS Quality Level D Utility data; as-build information from PortMiami's most recent projects; and the partially created QLB data;
4. Provide professional surveying and mapping Subsurface Utility Engineering (SUE) services at PortMiami. The principle guidelines for this SUE service will be the ASCE Construction Institute/ASCE 38-02, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, 2003. All survey work will be performed in accordance to Chapter 5J-17.052, (Florida Minimum Technical Standards), pursuant to Section 472 F.A.C. (Florida Administrative Code);
5. Update the existing PortMiami utility GIS geo-databases residing with Miami-Dade County Information Technology Department (ITD).
6. Create a fully-functional Data Pre-Processing Site (including both hardware and software) capable to maintain QLB for all the areas of PortMiami that have already been completed as well as for all the future modifications after this project is finalized. This site shall be the one used for the completion of all work, which implies that all data-preparation will happen at the POM rather than remotely at the consultant's premises. PortMiami GIS staff must be kept fully-aware of all work done in the site throughout the duration of this project; be granted read-only access to that site for the duration of the execution of the first seven (7) phases/zones; and full-access during the execution of the last two (2) phases when staff will do all the work under the consultant's supervision; and
7. Deliver a document delineating a Best Practice-based Standard Operating Procedure for the continued process to maintain the QLB GIS data including, but not limited to, a GIS-based data flow between the Capital Development, Facilities Maintenance, and ITD at PortMiami.

The secondary scope of services includes, but is not limited to:

1. Complete assessments for the gravity sewer system, pump station, force main, water and storm water conditions, recording; documenting; and reporting current or potential problems that could affect flow and that the Port should address and/or resolve;
2. Create a mobile application to track electrical outlet and water usage at PortMiami to be wirelessly synchronized back to the host application; and refrigerated trailer electrical hookups to be wirelessly synchronized back to the host application;
3. Support and assist PortMiami's GIS staff in the implementation of a set of CAD and Building Information Modeling standards to facilitate populating the GIS in the future, with new as-built data to reduce Port data maintenance time and increase the quality of the GIS data created; the interface between Physical Security Information Management system and the required GIS Layers; and a building/land leasing application to manage the customer leasing process;
4. Support and assist PortMiami GIS staff to enhance the current PortMiami Berth Planning application with a dynamic GIS map (replacing the current static graphic);
5. Support and assist PortMiami GIS staff as well as the Port Miami Infor Enterprise Asset Management (EAM) System staff to integrate the GIS system with PortMiami's Infor EAM System to spatially show the location of assets (along with other available asset-related information);
6. Support and assist PortMiami GIS staff as well as PortMiami's Electronic Data Management System (EDMS) staff to integrate the GIS system with the Port's EDMS Documentum implementation; and any ancillary tasks primary to the scope of services.

For a more detailed description of the scope of work, please refer to Attachment "A",

Woolpert, Inc.'s proposal dated February 06, 2013.

- 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, or other delay caused by reasons beyond the reasonable control of either party, 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 customary, 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 Negotiated Fixed Hourly Rates per Classification**

1. The fee for services rendered by the CONSULTANT's personnel, principals included, shall be computed based on the negotiated fixed hourly rates per classification included as Attachment "A". This fee shall constitute full compensation to the CONSULTANT for costs incurred in the performance of the work such as overhead, fringe benefits, operating margin and all other costs not covered by reimbursable expenses. The COUNTY reserves the right to substitute principals in its sole discretion upon request by the CONSULTANT.

### **SCOTT CATTRAN**

2. 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.
3. Labor rates shall be in accordance with the list of fixed hourly rates per classification supplied by the CONSULTANT and its sub-consultants, and made a part hereof as Attachment "A".

4. 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.
5. All payments to Sub-consultant(s) employed hereunder shall be the sole responsibility of the CONSULTANT unless otherwise provided for herein or within a Work Order. The CONSULTANT shall not submit invoices, which include charges for services by Sub-consultant(s), unless such services have been performed satisfactorily and the charges are, in the opinion of the CONSULTANT, payable to such Sub-consultant(s). The CONSULTANT shall promptly make all payments to such Sub-consultant(s) following receipt by the CONSULTANT of corresponding payment from the COUNTY. Prior to any payments to Sub-consultant(s), the CONSULTANT shall, if requested by the Director, furnish to the COUNTY a copy of the agreement(s) providing for such payments. Compensation rate to Sub-consultant(s) authorized by the Director as services shall not exceed the CONSULTANT's rates above unless otherwise approved in advance by the Director.

B. Lump sum Fee

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

C. Reimbursable Expenses

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

1. Expenses for document reproduction (reproduction costs for internal coordination, reviews and other in-house uses will not be reimbursed), rental of specialized equipment, and purchase of special instruments necessary for the efficient performance of the work. Provided that such purchased instruments remain the property of the COUNTY upon work completion. These expenses shall be reimbursed on a direct cost basis. No separate additional payment shall be authorized for the use of CADD workstations (computers).
2. Expenses for travel (except commuting), transportation and subsistence by CONSULTANT's personnel in the furtherance of the work outside Miami-Dade County will be reimbursed according to the provisions of Florida Statutes Section 112.061 and Miami-Dade County Administrative Order 6-1, as presently written or hereafter amended. The CONSULTANT shall obtain prior authorization from the Director or his/her designee, for all travel expenses. Failure to obtain such prior authorization shall be grounds for nonpayment of travel expenses. To be compensated for travel within Miami-Dade County, the CONSULTANT shall maintain accurate mileage records, in ink, and submit them with their invoices.

D. Maximum Compensation

The maximum compensation for the services included shall be the lump sum amount of \$909,072.32 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

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

1. Land and Engineering Field Survey

In the event supplementary field survey work is required during design of the project and such work is authorized by the Director, the CONSULTANT shall be compensated for performance of said work in accordance with the provisions of Section V(A) hereof. The surveying 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 \$909,072.32 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 \$90,907.23. 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 previously developed software, specifications, or 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 re-use of documents by the COUNTY shall be at the COUNTY's sole risk without legal liability to the CONSULTANT.

#### **SECTION XII – NOTICES**

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

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

**SECTION XIII – ABANDONMENT**

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

**SECTION XIV – AUDIT RIGHTS**

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

**SECTION XV – SUBCONTRACTING AND ASSIGNMENT**

The CONSULTANT shall not assign or transfer any portion of the work under this Agreement other than as provided for herein without the prior written consent of the Director. When applicable

and upon receipt of such consent in writing, the CONSULTANT shall cause the names of firms responsible for portions of each specialty of the work to be inserted in the pertinent documents or data. No assignment or transfer of work will be allowed. Nothing contained in this Agreement shall create any contractual relationship between the COUNTY and the Sub-consultant(s).

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

A. Sub-consultant(s)

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

CDM Smith Inc.

Manuel G. Vera & Associates, Inc.

Westhorp & Associates, 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 **two (2)** 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, one-year periods** provided that the maximum compensation set forth in Section V(D) is not reached by the completion of the initial effective term (although actual completion of the services hereunder may extend beyond such term) or until depletion of the funds allocated to pay for the cost of said services, whichever occurs first, unless the contract is terminated by mutual consent of the parties hereto or as provided in Section XIII, Section XVI, Section XVII, Section XIX, Section XXIII, and Section XXV hereof. The performance of specifically and properly authorized services which may extend beyond the Agreement's effective term shall be compensated in accordance to Section V hereof.

This Contract contains a Contingency Allowance time extension not to exceed ten percent (10 %) of the original Contract Duration. Pursuant to a written request by the 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 and failure of the Consultant to cure the default within the 30 day period following such notice. 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**

Consultant, in accordance with Section 725.08, Florida Statutes, 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 Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement.

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

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

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

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

- A. Workmen's Compensation Insurance for all employees of the Consultant as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis 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 per claim.

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.

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

**CERTIFICATE HOLDER**

**MUST READ:**

**MIAMI-DADE COUNTY  
111 NW 1<sup>st</sup> 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), If Applicable - 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 hereby 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](http://www.miamidade.gov) or from the Vendor Assistance Unit at 111 N.W. 1<sup>st</sup> Street, 13<sup>th</sup> 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 the 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

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

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

By: \_\_\_\_\_  
County Mayor

ATTEST \_\_\_\_\_

WOOLPERT, INC.

By: *Paul A. ...*  
Corporate Secretary

By: *K. ...*  
Senior Vice President

(Corporate Seal)

Approved as to form  
and legal sufficiency: \_\_\_\_\_  
Assistant County Attorney



*Traci Berlingieri*

# PORTMIAMI<sup>TM</sup>

**ATTACHMENT "A"**

**WOOLPERT, INC.'S PROPOSAL  
DATED FEBRUARY 6, 2013**

February 6, 2013



**RE: E12-SEA-02 Geographic Information System Services Proposed Scope of Services**

Woolpert Point of Contact:

John Cestnick, PSM, Project Manager  
10900 NW 25<sup>th</sup> Street, Suite 100  
Miami, FL, 33172  
305.417.9370, Ext. 4106  
305.903.4335 (cell)

**Scope of Services**

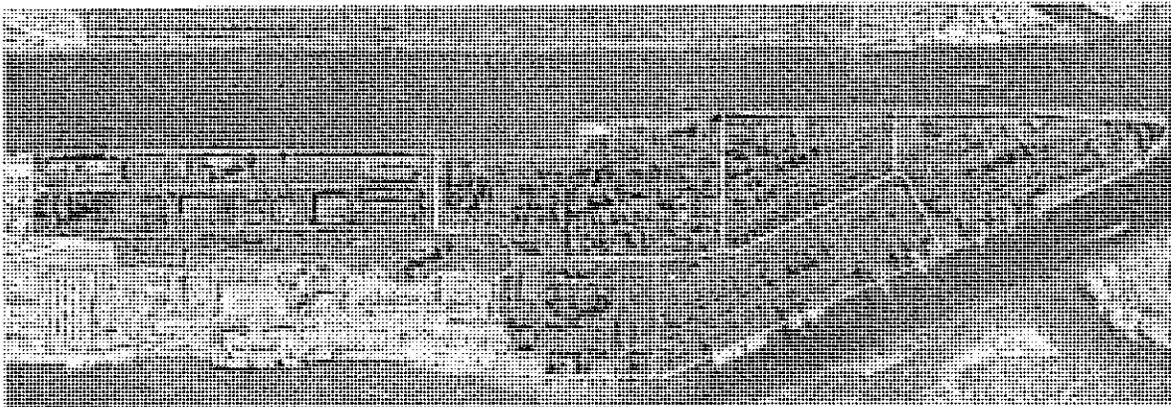
Subsurface Utilities Engineering Project Approach

CONSULTANT will provide Professional Surveying and Mapping Subsurface Utility Engineering (SUE) services for the project limits shown below. The principle guidelines for this SUE service are the American Society of Civil Engineers (ASCE) CI/ASCE 38-02, *Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data*, 2003. These standards will be made available to all project members, if requested.

Using the ArcGIS Quality Level D Utility Composite created by Woolpert under a previous contract, CONSULTANT will field locate and update the ArcGIS utility data following the ASCE Quality Levels B and C utility mapping guidelines.

Project Limits

ASCE Quality Levels B and C utility mapping will be completed for the area highlighted in red below, and divided into eight separate deliverable areas.



Field crews will recover, establish and extend a Survey Horizontal and Vertical Control Network as necessary to facilitate the utility mapping services. Simultaneously, CONSULTANT will utilize numerous utility locating technologies to trace, mark and survey the location of the buried facilities. CONSULTANT surveyors and technicians will then begin the processing of this raw data and begin the compilation process of a Comprehensive Composite Utility Plan which will be created using the existing Port of Miami geodatabase designs previously created by Woolpert for the water, sanitary, storm water, electrical, and communications utilities.

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**Utility Record Research (ASCE 38-02 Quality Level D information):**

Woolpert completed the ASCE Quality Level D record research and compilation under a separate previous contract. This utility record information will be used to assist in the creation of the Quality Level B final geodatabase.

**Composite Utility Plan Preparation (ASCE 38-02 Quality Level C information):**

CONSULTANT will provide the following services.

1. Research, review, recover and if necessary extend the existing survey control network.
2. CONSULTANT will extend and establish new horizontal and vertical survey control network to facilitate the utility investigation.
3. Provide all equipment, personnel and supplies required to perform the survey control network services.
4. Coordinate with the Port for security screening and access for all CONSULTANT personnel involved in this project.
5. Download the survey results, process the data and compile a survey control network for the project.
6. Survey locate all visible and found utility surface structures including manholes, vaults, gate boxes, hydrants, utility poles etc.
7. Measure and record storm water and sanitary sewer feature inverts where possible, and when access permits it.
8. Plot the surface utility structures within ArcGIS and separate the structures based on utility geodatabase feature class.

**Designating Services (ASCE 38-02 Quality Level B information):**

Designating is described in the ASCE Standard as “the process of using a surface geophysical method or methods to interpret the presence of a subsurface utility and to mark its approximate horizontal position (its *designation*) on the ground surface.” When the utility companies are contacted and subsequently mark their respective underground facilities in the field, those markings will be collected by GPS survey methods and recorded by CONSULTANT to be used in the Quality Control and Quality Assurance procedures. Any deviations and differences from the results of CONSULTANT’s field investigation will be noted and presented in CONSULTANT’s final report.

**Field Survey Bollards and Bay Markers:**

CONSULTANT will use field survey information of the Bollards and Bay Markers, provided by PortMiami or Public Works, to create two separate Esri Shapefiles dedicate to those two features.

**CONSULTANT will:**

1. Determine which surface geophysical prospecting equipment; other equipment, personnel and supplies are required to perform the designating services.
2. Provide equipment, personnel and supplies required to perform the designating services.
3. Designate, using surface geophysical prospecting techniques (such as Electro-magnetic and Radio-frequency technologies), the approximate horizontal location of existing utilities and their major laterals that are within project limits. CONSULTANT shall not be required to designate the following:
  - Abandoned utilities;
  - Irrigation or sprinkler systems;
  - Empty utilities;
  - Vaults or manhole limits and configurations;
  - Underground tanks and anomalies.

- 
4. Prepare appropriate field sketches of marked utilities and survey the results of the designation services.
  5. CONSULTANT will download the field data collectors, process the data, and perform Quality Control and Control Assurance process to verify the accuracy and the validity of the results.
  6. Provide ArcGIS editing to incorporate the data into existing geodatabase layers **for Areas 1-4**. This final ArcGIS file processing will include the population of accessible field attribution according to the geodatabase design attribution. **To support a focused training environment, ArcGIS editing will be completed at the CONSULTANTS office and will include the assistance from a PortMiami staff member for as much time as deemed necessary for knowledge transfer.**
  7. **To promote adequate knowledge transfer, PortMiami staff will provide ArcGIS editing for Areas 5-8 to incorporate the data into existing geodatabase layers. The CONSULTANT will be available to answer questions and to provide assistance when needed.**
  8. Provide a final review by a registered staff professional in responsible charge for Subsurface Utility Engineering.

CONSULTANT anticipates that the PORTMIAMI will:

1. Review CONSULTANT's documentation and other documentation with regard to the capabilities and limitations of Subsurface Utility Engineering techniques.
2. Provide reasonable assistance to CONSULTANT, when requested, in obtaining plans and other data available from utility owners. CONSULTANT will require an electronic file from the Port of Miami which should include all survey control networks, known existing utility information, planimetric and topographic files, environmental and geotechnical reports and correspondence which may impact the utility investigation.
3. Provide assistance with utility feature access when necessary. Situations may include, but are not limited to: excessively heavy manhole covers/lids; removal of obstacles providing utility feature access; moving ship containers, coordination with utility owners.
4. Provide plans for selected projects showing the project limits, alignment, centerline, profile, benchmark, and other data available from utility owners.
5. Provide notification to adjacent property owners concerning surveying and field activities.
6. Take all steps reasonably necessary to advise those individuals or entities that may rely on the designating services provided hereunder to use all appropriate precautions when conducting activities that may damage any underground utility, including but not limited to State and Federal Laws, Subsurface Utility Services and Limitations, national accepted safe practices such as the Common Ground Alliance "Best Practices" Guidelines and the limitations of locating technologies utilized in the course of this project.
7. **Work with the CONSULTANT at the CONSULTANTS office to become familiar with the GIS function of adding and editing GIS data within the utility geodatabases. PortMiami staff will provide ArcGIS editing to incorporate the data into existing geodatabase layers for Areas 5-8.**
8. **PortMiami staff will be responsible for working with Miami-Dade ITD to update and load all data within Citrix server.**

Deliverables:

1. All survey work will be performed in accordance to Chapter 5J-17.052, (Florida Minimum Technical Standards), pursuant to Section 472 F.A.C. All utility locating and mapping services will be performed in accordance with *American Society of Civil Engineers Standard CI/ASCE 38-02*.
2. Survey locations will be referenced horizontally to the State Plane Coordinate System, Florida East Zone 0901, North American Datum of 1983.
3. The survey will be referenced vertically to a defined datum and will utilize existing official benchmarks established by the US Army Corps of Engineers within the Port of Miami. All benchmarks used will be identified according to location, elevation and the source of such data.

- 
4. Revised and populated ArcGIS geodatabase for the water, sanitary sewer, storm water, electrical, and communications utilities, based on ASCE Quality Level B utility mapping standards.
  5. Two separate Esri GIS shapefile layers showing separate survey information for Port of Miami Bollards and Bay Markers.

## Compensation Detail:

Compensation to be paid to CONSULTANT for providing the requested Services shall be as follows:

- A Lump-Sum Fee of \$909,072.32.

## Schedule:

All services are to be completed by December 31, 2015. Upon a notice to proceed, a detailed project schedule will be provided as part of the Project Plan.

### EXCEPTIONS AND CLARIFICATIONS

1. Any additional services requested by the Port of Miami will be performed only after receipt of a signed change order, and will be invoiced accordingly.
2. CONSULTANT's proposal is based on all available information being provided to CONSULTANT and CONSULTANT is entitled to rely upon the accuracy of information that is provided.
3. All insurance certificates must be requested and received by the Port of Miami prior to CONSULTANT commencing work. CONSULTANT's insurance carrier will not issue certificates without being in receipt of a copy of an executed contract (or written authorization to proceed) or after commencement of work.
4. CONSULTANT will reserve the right to determine the limit of work with respect to CONSULTANT operations due to safety and practical reasons as determined by CONSULTANT professionals.
5. CONSULTANT will not be held liable or accountable for any unforeseen delays or extensions on the project due to, but not limited to: environmental or geotechnical discoveries; permit of access delays; security clearances; inclement weather conditions; unsafe site conditions, etc. CONSULTANT will notify the Port of Miami of any project delays in a timely fashion.
6. CONSULTANT will not be responsible for the work or acts of other consultants, contractors, subcontractors, including but not limited to contract documents, errors or omissions by others, project deliverables, reports, plans, change orders or claims.
7. CONSULTANT will not permit the use of CONSULTANT One Call or Sunshine tickets for use by others directly or indirectly involved with CONSULTANT work.
8. CONSULTANT will not be responsible for the work by others that utilize CONSULTANT paint or flags on site.
9. CONSULTANT will not be bound by Health and Safety, Work Plans or agreements by others unless expressly agreed to, contracted and compensated prior to the executions of the contract.
10. CONSULTANT will not be responsible for storage, testing, transportation and disposal of any spoils for the project.
11. CONSULTANT will not publish or warrant any depths of utilities from geophysical surveys. The exact location and depth of any structure can only be guaranteed from ASCE 38-02 Quality Level A information, and is not apart of these scope of services.
12. Due to the limitations of existing technologies, the possibility of interference from natural and manmade features, soil conditions, ground containment and depths and configuration of some facilities, CONSULTANT cannot guarantee that "all" facilities are located on the final deliverables. Although the Common Ground Alliance and other national recognized organizations address the technological limitations utility locating consultants face in the industry. CONSULTANT will

- 
- provide all geophysical investigation in accordance with national accepted standard practices for the preparation of all Subsurface Utility Engineering projects.
13. Locating underground utilities is not an exact science. Therefore, CONSULTANT expresses no guarantees that using one or any of the available technologies for identifying utilities/structures will identify all utilities/structures and/or meet the objective of this or any individual project. CLIENT understands that limitations within the available technology, the complexity of site conditions and circumstances beyond the control of CONSULTANT may limit the performance/results of the CONSULTANT's services. Project Owners, CLIENT and any of its Subcontractors shall hold harmless and indemnify CONSULTANT against any and all losses as a result of inability to locate or mislocate due to limitations within the available technology, the complexity of site conditions and circumstances beyond its control, but not against negligence on the part of CONSULTANT or its employees.
  14. CONSULTANT does not warrant the use of any Composite Utility Plan for choosing, selecting or clearing geotechnical or environmental borings. All projects which require borings should use pre-vacuum excavation to ensure there are not utilities or structures in conflict with proposed drilling services.
  15. As outlined within ASCE38-02, for reliable information during design and construction, engineers, owners, and constructors should be certain that utilities are identified and marked correctly.
  16. OSHA 29CFR-1926.651(b) outlines damage prevention requirements during construction and excavations. Deliverables under this scope of service cannot be used to meet said requirements, and must not be relied upon for such.

POM – QLB Mapping Report as of ___/___/___				
Task	Cost (\$)	Percentage Completed (%)	Billed to POM (\$)	Paid by POM (\$)
<b>Area 1</b>				
Field Data Collection	\$93,871.96			
Data uploaded and verified	\$23,008.83			
<b>Area 2</b>				
Field Data Collection	\$93,871.96			
Data uploaded and verified	\$23,008.83			
<b>Area 3</b>				
Field Data Collection	\$93,871.96			
Data uploaded and verified	\$23,008.83			
<b>Area 4</b>				
Field Data Collection	\$93,871.96			
Data uploaded and verified	\$23,008.83			
<b>Area 5</b>				
Field Data Collection	\$93,871.96			
Data uploaded and verified	\$16,515.33			
<b>Area 6</b>				
Field Data Collection	\$93,871.96			
Data uploaded and verified	\$16,515.33			
<b>Area 7</b>				
Field Data Collection	\$93,871.96			
Data uploaded and verified	\$16,515.33			

POM – QLB Mapping Report as of ___/___/___				
Task	Cost (\$)	Percentage Completed (%)	Billed to POM (\$)	Paid by POM (\$)
<b>Data Preparation Site</b>				
Setting up of HW/SW	Complete			
Site Tested and Fully Functional	Complete			
<b>Area 8</b>				
Field Data Collection	\$93,871.96			
Data uploaded and verified	\$16,515.33			
<b>Continuity Assurance</b>				
POM GIS FTE owns the Data Processing Site				
Data Maintenance SOP is in Place				
Standards are in place				
Primary Services have been achieved and Standards are in place				
Continuity Assurance Achieved				
<b>Secondary Services</b>				
Services 1-3	TBN*			
Services 4-9	TBN*			
<b>Totals</b>	\$909,072.32			

\*NOTE: To Be Negotiated based upon a comprehensive scope of services.

Port Of Miami ~ Complete Remaining QL B

Date: 2013-02-06

SURVEY DEPT	Principal-Surveyor	Surveyor-Computer	Utility Service Locator	GPS Survey Crew (Party of 2)	Designating Crew (Party of 2)	Labor
2012 MDPW Rates	\$ 165.36	\$ 93.60	\$ 109.20	\$ 1,423.76	\$ 1,497.60	
Project Setup, Mobilization, Safety, Security Clearance, GPS, Traverse, and Level as necessary for Site Control and Processing	8	8	8	1	1	\$ 5,866.64
Management, Staffing, Billing, Progress Reports & Meetings	10	104		30		\$ 54,100.80
Item #2: Bollards & Bay Markers Survey / ArcMap layers	20	2		0		\$ 3,494.40
Subcontractor Management / Coordination	2	16				\$ 1,928.32
ASCE Quality Level C	48	96				\$ 16,922.88
Field Data Collection and Survey, Invert measurements, Processing, Edit and Update ArcGIS Files	24	304		117		\$ 199,002.96
Management, Staffing, Billing, Progress Reports & Meetings	37	4				\$ 6,492.72
ASCE Quality Level B ~ Utility Designation						
Designation Quality Level B, Field and Office, Final Deliverables	100	522.5	400		330	\$ 603,330.00
File Setup, Load SDE	0	8				\$ 748.80
Management, Staffing, Billing, Progress Reports & Meetings	100	8				\$ 17,284.80
<b>TOTALS</b>	<b>349</b>	<b>1073</b>	<b>408</b>	<b>148</b>	<b>331</b>	<b>\$ 909,072.32</b>

# PORTMIAMI

**ATTACHMENT "B"**

**CBE PROVISIONS**

**MIAMI-DADE COUNTY  
FLORIDA**

**DEPARTMENT OF SMALL BUSINESS DEVELOPMENT**

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

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

**PARTICIPATION PROVISIONS**

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

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

Set-Aside	<input type="text"/>
Subconsultant Goal	<input type="text" value="20%"/>

**DEPARTMENT OF SMALL BUSINESS DEVELOPMENT  
111 N.W. 1<sup>st</sup> Street, 19<sup>th</sup> 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.

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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.

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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 BUSINESS 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. 1<sup>st</sup> Street, 19<sup>th</sup> 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. 1<sup>st</sup> Street, 19<sup>th</sup> 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.

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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

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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

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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.

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- 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

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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;

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- (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**

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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.

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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

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forth the reasons for the determination and advising of this appeals process.

3. The affected party may appeal the determination by filing a written appeal with the Director of SBD within thirty (30) days of receipt of the notice.
4. SBD shall forward all written appeals to the RC. The RC or a committee thereof appointed by the chairperson shall hear all appeals and forward recommendations regarding the appeal to the County Manager.
5. Decisions by the County Manager shall be final unless the County Commission agrees in its sole discretion upon request by the affected party to review the County Manager's decision.

**L. APPENDICES**

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





# Letter of Agreement (LOA)

## Community Business Enterprise Program



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

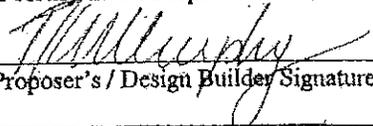
From: Woolpert  
 Name of Prime Proposer / Design-Builder

In response to Miami-Dade County's Project Number E12-SEA-02, 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: Manuel G. Vera & 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
Manuel G. Vera & Associates, Inc.	1555	3/31/2015	15.01 Land Surveying	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

Thomas Murphy, Vice President  
 Proposer's / Design-Builder's Name/Title (Print)

10/25/2012  
 (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

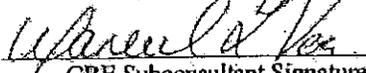
\_\_\_\_\_  
 Lead A/E Firm Name/Title (Print)

\_\_\_\_\_  
 (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

10-25-12  
 Date

Manuel G. Vera Sr. PSM  
 CBE Subconsultant Name (Print)

President  
 Title

Manuel G. Vera & Associates, Inc.  
 Name of CBE-A/E Firm

///





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

**PAYROLL**

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

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



NAME OF CONTRACTOR  OR SUBCONTRACTOR  ADDRESS PROJECT AND LOCATION PROJECT OR CONTRACT NO.

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

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE			(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS				(9) NET WAGES PAID FOR WEEK	
			MON	TUE	WED				THUR	FRI	SAT	SUN		FICA
							0.00	\$0.00					\$0.00	\$0.00
							0.00	\$0.00					\$0.00	\$0.00
							0.00	\$0.00					\$0.00	\$0.00
							0.00	\$0.00					\$0.00	\$0.00
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							0.00	\$0.00					\$0.00	\$0.00

114

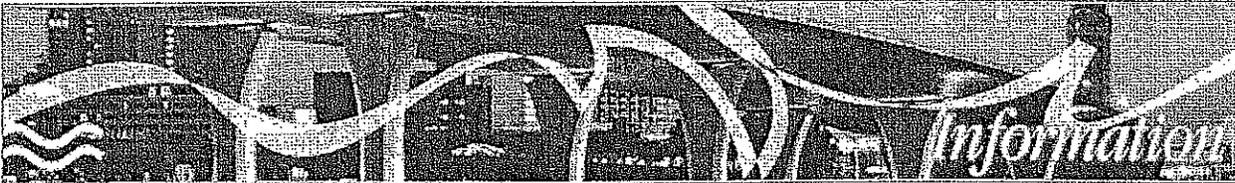
We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments 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.



# PORTMIAMI

ATTACHMENT "C"

PORTMIAMI CREDENTIAL PACKAGE



[Online Services](#)

[Cruise](#)

[Cargo](#)

[Business](#)

[Customer Service](#)

Text Size: [Reset](#) [Big](#) [Bigger](#)

## 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 Reconciliation](#)
- [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. 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](#)

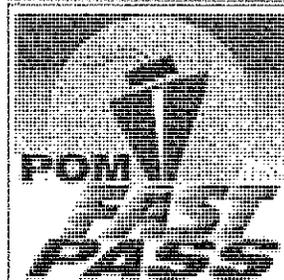
[Company Authorization](#)

[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](#)



## 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



## REQUIRED DOCUMENTS PORT OF MIAMI IDENTIFICATION CARD

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, 2<sup>nd</sup> 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. _____

**LETTER OF REQUEST  
SUBMIT ON COMPANY LETTERHEAD**

**Date**

Port of Miami  
Credentials Section  
1015 North America Way, 2<sup>nd</sup> 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

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PORT OF MIAMI IDENTIFICATION CARD APPLICATION



SECTION 1: APPLICANT INFORMATION				OFFICIAL USE ONLY			
APPLICATION DATE / /	ID#			REQUIRED DOCUMENTS			
LAST NAME		FIRST NAME		<input type="checkbox"/> TWIC CARD	EXPIRATION: / /		
MIDDLE NAME		ALIAS OR NICKNAME		<input type="checkbox"/> US PASSPORT			
HOME PHONE	MOBILE PHONE	WORK PHONE		<input type="checkbox"/> US BIRTH CERTIFICATE			
DATE OF BIRTH / /	PLACE OF BIRTH (IF NOT US BORN, PROVIDE PROOF OF WORK ELIGIBILITY)			<input type="checkbox"/> NATURALIZATION CERTIFICATE			
DRIVER LICENSE#		STATE OF ISSUE		<input type="checkbox"/> COMPANY LETTER			
HOME ADDRESS				<input type="checkbox"/> DRIVER LICENSE			
CITY		STATE	ZIP	<input type="checkbox"/> UNION CARD			
SECURITY GUARD LICENSE  CLASS D#: _____ CLASS G#: _____  EXPIRATION: / / EXPIRATION: / /				<input type="checkbox"/> WORK AUTHORIZATION	EXPIRATION: / /		
				PAYMENTS			
				<input type="checkbox"/> NO CHARGE IDENTIFICATION CARD			
				<input type="checkbox"/> NO CHARGE CHANGE OF COMPANY			
				<input type="checkbox"/> \$ 25.00 LOST OR STOLEN			
				RECEIPT#:	_____		
				<input type="checkbox"/> CASH <input type="checkbox"/> COMPANY CHECK			
				<input type="checkbox"/> CREDIT <input type="checkbox"/> OTHER _____			
				PROCESSED BY:	_____		
				DATE:	/ /		

SECTION 2: EMPLOYMENT INFORMATION			OFFICIAL USE ONLY	
EMPLOYER'S NAME			BADGE TYPE	
EMPLOYER'S ADDRESS			<input type="checkbox"/> YELLOW	<input type="checkbox"/> GREEN
CITY	STATE	ZIP	<input type="checkbox"/> LAW ENFORCEMENT	
EMPLOYER'S PHONE		EMPLOYER'S FAX		PORT ID EXPIRATION: / /
<p>CERTIFICATION OF THE APPLICANT WITH RESPECT TO THIS APPLICATION PROCESS REQUIRING FULL DISCLOSURE OF INFORMATION</p> <p>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.</p>			SPECIAL ACCESS	
			<input type="checkbox"/> MAINTENANCE	<input type="checkbox"/> IT
			<input type="checkbox"/> ESSENTIAL	<input type="checkbox"/> PARKING
			<input type="checkbox"/> PORT DIRECTOR	
			APPLICATION VERIFIED BY:	
			_____	
			DATE: / /	
APPLICANT FULL NAME		APPLICANT TITLE		
APPLICANT SIGNATURE		DATE		

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PORT OF MIAMI IDENTIFICATION CARD APPLICATION



**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.

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PORT OF MIAMI  
SPECIAL DOCK PERMIT APPLICATION



NEW APPLICATION  RENEWAL APPLICATION  CHANGE OF COMPANY

DATE: \_\_\_\_\_  
ID#: \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_  
NAME OF APPLICANT: \_\_\_\_\_  
SIGNATURE OF APPLICANT: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

NAME OF AUTHORIZED COMPANY REPRESENTATIVE: \_\_\_\_\_  
SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: \_\_\_\_\_

CRUISE  CARGO

VEHICLE MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ YEAR: \_\_\_\_\_ TAG NO: \_\_\_\_\_  
COLOR: \_\_\_\_\_ VIN NO: \_\_\_\_\_ INSURANCE EXPIRATION: \_\_\_\_\_  
REGISTERED OWNER: \_\_\_\_\_

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

OFFICIAL USE ONLY

<p>CRUISE APPROVED <input type="checkbox"/> DISAPPROVED <input type="checkbox"/></p> <p>CARGO APPROVED <input type="checkbox"/> DISAPPROVED <input type="checkbox"/></p> <p>_____ ASSISTANT PORT DIRECTOR, SAFETY AND SECURITY      DATE</p> <p>CRUISE APPROVED <input type="checkbox"/> DISAPPROVED <input type="checkbox"/></p> <p>CARGO APPROVED <input type="checkbox"/> DISAPPROVED <input type="checkbox"/></p> <p>_____ DEPUTY PORT DIRECTOR      DATE</p> <p>CRUISE APPROVED <input type="checkbox"/> DISAPPROVED <input type="checkbox"/></p> <p>CARGO APPROVED <input type="checkbox"/> DISAPPROVED <input type="checkbox"/></p> <p>_____ PORT DIRECTOR      DATE</p>	<p>PAYMENTS</p> <p><input type="checkbox"/> \$200.00 CRUISE</p> <p><input type="checkbox"/> \$200.00 CARGO</p> <p><input type="checkbox"/> \$200.00 CRUISE &amp; CARGO</p> <p><input type="checkbox"/> \$55.00 LOST/STOLEN</p> <p><input type="checkbox"/> \$25.00 CHANGE OF COMPANY</p> <p>TOTAL PERMITS ISSUED TO THIS COMPANY</p> <p>CARGO _____</p> <p>CRUISE _____</p> <p>COMMENTS:</p>
---	--

ISSUED BY: \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_ Revised 08.01.2011



Port of Miami  
 1015 North America Way, 2nd Floor  
 Miami, Florida 33132-2001  
 T 305 351-2679 F 305 347-4955  
 www.portofmiami.gov

portofmiami.gov

WORKZONE AUTHORIZATION APPLICATION

TODAY'S DATE: \_\_\_\_\_

PORT OF MIAMI  
 CONTACT OR SPONSOR: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

REASON FOR REQUEST: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

COMPANY CONTACT: \_\_\_\_\_

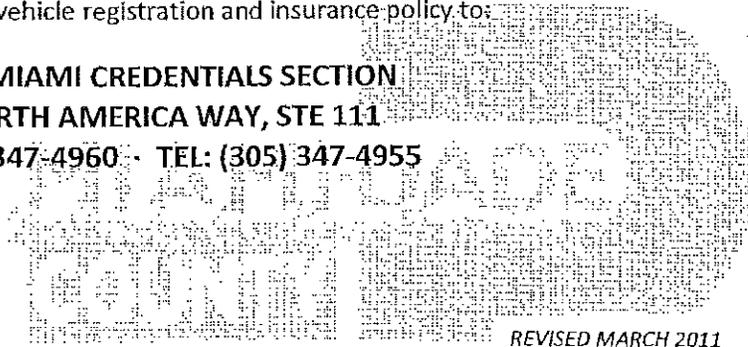
DATE OF WORK: \_\_\_\_\_

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

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Transportation Worker Identification Credential (TWIC)  
Approved Identity Verification Documents

TWIC applicants are required to provide documentation that verifies their identity during the enrollment process. Acceptable forms of identification are listed below – applicants can furnish either one document from List A or two documents from List B (with one of the two being a government-issued photo ID.) Applicants are also required to present the appropriate documentation in order to verify their immigration status if they are not U.S. citizens or nationals or in cases where they are a U.S. citizen, but were born abroad.

**List A (one document)**

- Unexpired U. S. passport book or passport card
- Unexpired Permanent Resident Card
- Unexpired Alien Registration Receipt Card with photograph
- Unexpired foreign passport
- Unexpired Employment Authorization Document (I-766)
- Unexpired Free and Secure Trade (FAST) Card
- Unexpired NEXUS Card
- Unexpired Secure Electronic Network for Travelers Rapid Inspection (SENTRI) Card
- Unexpired Merchant Mariner Document (MMD)

**List B (need two and one must be a government-issued photo ID)**

- U. S. Certificate of Citizenship (N-560, 561)
- U. S. Certificate of Naturalization (N-550 or 570)
- Driver's license issued by a State or outlying possession of the United States (this includes an Enhanced Driver's License)
- ID card issued by a State or outlying possession of the United States
  - Must include a State or State agency seal or logo (such as state port authority ID or State University ID)
- Original or certified copy of birth certificate issued by a State, county, municipal authority, or outlying possession of the United States bearing an official seal
- Voter's registration card
- U. S. military ID card or U. S. retired military ID
- U. S. military dependent's card
- Consular Report of Birth Abroad
- Expired U. S. passport
- Native American tribal document



Transportation Security Administration  
Transportation Worker Identification Credential  
Approved Identity Verification Documents List

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- 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(8)(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,

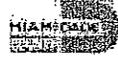
- you were released from incarceration or were under any supervision imposed as a result of sentencing,
- for committing any of the disqualifying crimes listed below,
- in any jurisdiction, civilian or military.

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. 790.168.
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. 817.56B.
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.



## 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: \_\_\_\_\_

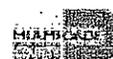
Printed Name: \_\_\_\_\_

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.

# PORT MIAMI



## 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 be 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 RESPONSIBILITY:

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.

# PORT MIAMI



## 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".

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# PORT MIAMI



## SECURITY AWARENESS AND REGULATIONS

**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.

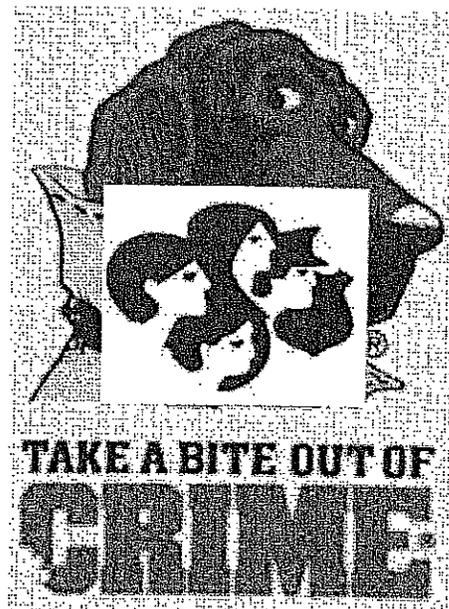
All the rules and regulations listed in this pamphlet are pursuant to Chapter 28A, Code of Miami-Dade County, and the POM FSP. For further reference or to gain more information regarding these laws, feel free

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.



# PORT MIAMI



## SECURITY AWARENESS AND REGULATIONS

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

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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.

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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).

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**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**

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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.

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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.

