Memorandum

MIAMI-DADE COUNTY

Date: October 7, 2014

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

Agenda Item No. 8(J)(2)

From: Carlos A. Gimenez
County Mayor

Subject: Contract Award Recommendation for Architectural and Engineering Services for PortMiami Cruise Terminals - Project No.: 2013-001; Contract No.: A13-SEA-02, to BEA Architects, Inc.

Recommendation

This Recommendation for Award of Professional Services Agreement Contract Number A13-SEA-02 between BEA Architects, Inc. and Miami-Dade County has been prepared by PortMiami and is recommended for approval for a total contract amount of $2,200,000.00.

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

Section IX of the PSA stipulates that any and all disputes shall be decided by the Director of PortMiami.

Scope

PROJECT NAME: Architectural and Engineering Services for PortMiami Cruise Terminals

PROJECT NO: 2013-001

CONTRACT NO: A13-SEA-02

PROJECT DESCRIPTION: Selected Consultant shall provide non-exclusive professional architectural, engineering and construction administration services (to include coordination with all regulatory agencies, as appropriate) for new construction, modifications and improvements to optimize existing Cruise Terminals B, C, D, E, and J, existing or new Operational and Maintenance Support Facilities for the existing cruise terminals, and Design Criteria Professional services for new Cruise Terminals. Work scope will be assigned equitably by PortMiami.

The scope of services includes general and Port and Waterway Systems Architectural and Engineering Planning, Design and Post Design Services. These professional services are required to provide state of the art facilities to support Port Operations that are evolving as the industry advances. The project may include upgrades for all or some of the following components: Ferry Terminals or Day Cruise Operations; Provisional Operations; Baggage Conveyance Systems; Horizontal and Vertical Circulation Systems; Connection of Boarding Bridges to Facilities; Landside and Waterside Site Development; Wharf and Berthing Improvements; Wharf Access; Intermodal Areas; Ancillary Roadways; Parking Facilities; Restrooms; Canopies;

Wayfinding; Life Safety; ADA Accessibility; Landscaping; Operational and Security Enhancements including checkpoints and CBP Processing Areas; Access Control; Furniture, Fixtures and Equipment; and all related infrastructure; building and structure work ancillary to the basic work scope.

The consultant shall provide all the necessary investigations; surveys; site investigations; studies; modeling; architectural and engineering designs and design criteria; including the analysis of 'sustainable systems' and possible LEED certification; fire protection; interior design; civil engineering; structural engineering; mechanical, electrical and plumbing (MEP); audio/visual design; cost estimates; schedules; coordination with baggage carousels, passenger boarding bridges (PBB), and Art in Public Places; value engineering coordination; construction documents; environmental and building permitting; bidding assistance; site visits; inspections; construction administration including construction inspection services and review of shop drawings; proposed substitutions; pay requests; change orders; commissioning; claims assistance coordination; and any supportive ancillary tasks to the primary scope of services to successfully complete all phases of the project.

All work shall be conducted to meet or exceed professional standards: comply with PortMiami Security requirements; PortMiami Design Guidelines; and the United States Customs and Border Protection Cruise Terminal Design Standards (USCBP CTDS); Small Sea/Cruise/Ferry Federal Inspection Services (FIS) Facility Requirements as needed, and conform with the County's Sustainable Buildings Program, Implementing Order No. 8-8.

PROJECT LOCATION: PortMiami

PROJECT SITES:

SITE #	LOCATION 1	DIST	ESTIMATE	T-S-R
#77407	1015 N AMERICA WY	5	$2,200,000.00	54-05-42

PRIMARY COMMISSION DISTRICT: District 5 Bruno A. Barreiro

APPROVAL PATH: Board of County Commissioners

ISD A&E PROJECT NUMBER: A13-SEA-02

USING DEPARTMENT: PortMiami

MANAGING DEPARTMENT: PortMiami

Fiscal Impact / Funding Source

FUNDING SOURCE:

SOURCE	PROJECT NUM	SITE #	AMOUNT
Seaport Bonds/Loans	645430	#77407	$2,200,000.00

OPERATIONS COST IMPACT / FUNDING:	Not Applicable, this is a PSA for architectural and engineering services.
MAINTENANCE COST IMPACT / FUNDING:	Not Applicable, this is a PSA for architectural and engineering services.
LIFE EXPECTANCY OF ASSET:	Not Applicable, this is a PSA for architectural and engineering services.
PTP FUNDING:	No
GOB FUNDING:	No
ARRA FUNDING:	No

CAPITAL BUDGET PROJECTS:

CAPITAL BUDGET PROJECT # - DESCRIPTION	AWARD ESTIMATE
645430- INFRASTRUCTURE IMPROVEMENTS Book Page:134 Funding Year: Proposed Capital Budget Book for FY 14-15, FY 2014-15 Funds (Seaport Bonds/Loans)	$550,000.00
645430- INFRASTRUCTURE IMPROVEMENTS Book Page:134 Funding Year: Proposed Capital Budget Book for FY 14-15, FY 2015-16 Funds (Seaport Bonds/Loans)	$550,000.00
645430- INFRASTRUCTURE IMPROVEMENTS Book Page:134 Funding Year: Proposed Capital Budget Book for FY 14-15, FY 2016-17 Funds (Seaport Bonds/Loans)	$550,000.00
645430- INFRASTRUCTURE IMPROVEMENTS Book Page:134 Funding Year: Proposed Capital Budget Book for FY 14-15, FY 2017-18 Funds (Seaport Bonds/Loans)	$550,000.00
CAPITAL BUDGET PROJECTS TOTAL:	$2,200,000.00

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:

TYPE	CODE	DESCRIPTION
Prime	5.02	PORT AND WATERWAY SYSTEMS – ARCHITECTURAL DESIGN
Prime	5.03	PORT AND WATERWAY SYSTEMS – CRUISE TERMINAL DESIGN
Prime	18.00	ARCHITECTURAL CONSTRUCTION MANAGEMENT
Prime	22.00	ADA TITLE II CONSULTANT
Other	5.04	PORT AND WATERWAY SYSTEMS – CRUISE TERMINAL EQUIPMENT DESIGN

TYPE	CODE	DESCRIPTION
Other	5.08	PORT AND WATERWAY SYSTEMS – MARINE ENGINEERING DESIGN
Other	5.10	PORT AND WATERWAY SYSTEMS - TRANSPORTATION SYSTEMS DESIGN
Other	11.00	GENERAL STRUCTURAL ENGINEERING
Other	12.00	GENERAL MECHANICAL ENGINEERING
Other	13.00	GENERAL ELECTRICAL ENGINEERING
Other	15.01	SURVEYING AND MAPPING - LAND SURVEYING
Other	16.00	GENERAL CIVIL ENGINEERING
Other	17.00	ENGINEERING CONSTRUCTION MANAGEMENT
Other	20.00	LANDSCAPE ARCHITECTURE

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

NTPC'S DOWNLOADED: 134

PROPOSALS RECEIVED: 5

TOTAL CONTRACT PERIOD:
2190 Days. Excludes Warranty Administration Period
The contract period consists of four (4) years plus two (2), one-year options to extend for professional services requested during the initial term, or until the money is depleted, whichever comes first, which equals six (6) years.

CONTINGENCY PERIOD:
146 Days.
Based on the initial four (4) year term of the contract.

IG FEE INCLUDED IN BASE CONTRACT: Yes

ART IN PUBLIC PLACES: No

BASE ESTIMATE: $2,000,000.00

BASE CONTRACT AMOUNT: $2,000,000.00

OPTION TO EXTEND:

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

CONTINGENCY	TYPE	PERCENT	AMOUNT	COMMENT
ALLOWANCE (SECTION 2-8.1 MIAMI-DADE COUNTY CODE):	PSA	10%	$200,000.00	
TOTAL DEDICATED ALLOWANCE:	$0.00			
TOTAL AMOUNT:	$2,200,000.00			

Track Record / Monitor

SBD HISTORY OF VIOLATIONS: None

EXPLANATION: A Notice to Professional Consultants (NTPC) was advertised on January 24, 2014. Five (5) proposals were submitted on February 25, 2014, in response to the NTPC. All respondents were found in compliance with the Technical Certification requirements of the NTPC established for this solicitation.

The Competitive Selection Committee (CSC) appointed by the County Mayor conducted a First Tier Meeting on April 10, 2014, to evaluate the proposals received. All five (5) firms were evaluated in accordance with Section 2-10.4 of the Miami-Dade County Code, Implementing Order 3-34, and Administrative Order 3-39. Local Preference was not applicable to the First-Tier Evaluation because all responsive firms were local. As a result, the final ranking was based on total ordinal scores. The final rankings for the top three (3) firms were as follows: Firm No. 1, BEA Architects, Inc. (BEA), received 6 points; Firm No. 2, Bermello, Ajamil & Partners, Inc. (Bermello), received 6 points; and Firm No. 3, Atkins North America, Inc., received 8 points. In accordance with Administrative Order 3-39, the tiebreaker utilized to break the tie for first and second place was the total qualitative scores. The qualitative scores were 455 points for BEA and 443 points for Bermello, resulting in a first place ranking for BEA, and a second place ranking for Bermello.

Subsequently, all three (3) firms were found in compliance with the Community Business Enterprise requirements established for this solicitation. 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 BEA. The County Mayor's Designee, Director of the Internal Services Department (ISD), concurred with the CSC and the first negotiation meeting was held on May 21, 2014. After two (2) negotiations, the Negotiation Committee arrived at a schedule of rates that was fair and reasonable to provide professional architectural and engineering services for PortMiami.

Pursuant to Resolution R-187-12, and in accordance with ISD's Procurement Guidelines, PortMiami staff exercised due diligence to determine Consultant responsibility for BEA. The lists that were referenced include: Sun Biz, Dun & Bradstreet, convicted vendors, debarred vendors, delinquent contractors, suspended vendors and federal excluded parties. There were no adverse

	findings relating to the Consultant's responsibility. In addition, PortMiami staff compiled information regarding BEA's prior experience with the County. There are two (2) evaluations on record in the Capitals Improvement Information System for BEA with an average rating of 3.5 out of a possible 4.0 points. Based on the above, it is recommended that this Agreement be awarded in the not to exceed amount of $2,200,000.00 to BEA Architects, Inc.
SUBMITTAL DATE:	02/25/2014
ESTIMATED NOTICE TO PROCEED:	10/06/2014
PRIME CONSULTANT:	BEA Architects, Inc.
COMPANY PRINCIPAL:	Bruno E. Ramos, AIA, NCARB, GC, LEED AP
COMPANY QUALIFIERS:	Bruno E. Ramos, AIA, NCARB, GC, LEED AP
COMPANY EMAIL ADDRESS:	ber@beai.com
COMPANY STREET ADDRESS:	3075 NW South River Drive
COMPANY CITY-STATE-ZIP:	Miami, Florida 33142
YEARS IN BUSINESS:	14
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 (5) years, BEA Architects, Inc. has held five (5) Contracts through the Equitable Distribution Program (EDP), with a total value of $621,090.00, and a change order approved under the EDP, in the amount of $14,662.00, for a contract awarded in 2008.
SUB-CONSULTANTS:	Kimley-Horn & Associates, Inc. Laura Llerena & Associates, Inc. Manuel G. Vera & Associates, Inc. Nova Consulting, Inc. PMM Consulting Engineers, Corp. TLC Engineering for Architecture, Inc.
MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS:	Yes Interested professional architectural firms must have five years experience for similar work as described in the scope of services denoted above (applies only to prime consultants). NOTE 1: The prime consultant and/or sub-consultants selected for award of this solicitation will not be allowed to propose or be considered for design-build projects of Cruise Terminals, for which design criteria specifications are developed for PortMiami under this A/E Services Agreement. NOTE 2: PortMiami will select two (2) consultant teams via two (2) separate Notices to Professional Consultants. The schedule for selection of a consulting team and subsequent award of a PSA under

ISD Project No. A12-SEA-01 will precede the selection of a consulting team and subsequent award of a PSA under ISD Project No. A13-SEA-02. The Prime Consultant and/or sub-consultants selected for award of a PSA under ISD Project No. A12-SEA-01 will be precluded from proposing or being considered for award of a PSA under ISD Project No. A13-SEA-02.

NOTE 3: Prime and sub-consultants selected for PSAs under ISD Project No. E11-SEA-03, Program Management Consultant Services, and ISD Project No. E09-SEA-02, Bond Engineering Services, are precluded from proposing or being considered for award of a PSA under ISD Project Nos. A12-SEA-01 and A13-SEA-02.

REVIEW COMMITTEE: **MEETING DATE:** 05/14/2013 **SIGNOFF DATE:** 05/16/2013
RESUBMIT DATE: 12/02/2013 **RESUBMIT SIGNOFF:** 12/10/2013

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

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:

TYPE	GOAL	ESTIMATED VALUE	COMMENT
CBE	15.00%	$330,000.00	
CWP	0.00%	0	Not Applicable

MANDATORY CLEARING HOUSE: No

CONTRACT MANAGER NAME / PHONE / EMAIL: Gyselle Pino (305) 347-4833 gmf@miamidade.gov

PROJECT MANAGER NAME / PHONE / EMAIL: Elizabeth Ogden, R.A. (305) 347-5521 EOGDEN@miamidade.gov

Background

BACKGROUND: This PSA is necessary to provide PortMiami with a qualified consultant, with diverse and specialized expertise, immediately available to perform the scope of services. PortMiami is upgrading the cruise area, which includes Cruise Terminals B, C, D, E, and J and existing or new Operational and Maintenance Support Facilities for the existing cruise terminals, to provide additional cruise passenger capacity, and improved efficiencies to 'Home Port' berth larger cruise ships for our stakeholders. Upgrades are also required to provide state of the art facilities to support evolving port operations for industry advances. Professional architectural and engineering services are required for planning, design and post design services.

BUDGET APPROVAL FUNDS AVAILABLE:	**OMB DIRECTOR**	7/25/14 **DATE**
APPROVED AS TO LEGAL SUFFICIENCY:	**COUNTY ATTORNEY**	7/23/14 **DATE**
	DEPUTY MAYOR	**DATE**

CLERK DATE _____
DATE

MEMORANDUM

(Revised)

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

DATE: October 7, 2014

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

SUBJECT: Agenda Item No. 8(J)(2)

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)(2)
10-7-14

RESOLUTION NO. _____

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND BEA ARCHITECTS, INC. FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR PORTMIAMI CRUISE TERMINALS IN THE AMOUNT OF $2,200,000.00, CONTRACT NO. A13-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 Professional Services Agreement between Miami-Dade County and BEA Architects, Inc. for Architectural and Engineering Services for PortMiami Cruise Terminals in the amount of $2,200,000.00 ("Professional Service Agreement"), in substantially the form attached hereto and made part hereof.

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	Esteban L. Bovo, Jr.
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

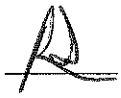
The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of October, 2014. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

MEMORANDUM MIAMI-DADE COUNTY

DATE: April 16, 2014

TO: Miriam Singer, Assistant Director
Internal Services Department

FROM: Gary Hartfield, Division Director
Internal Services Department
Small Business Development

SUBJECT: Compliance Review
Project No. A13-SEA-02
Architectural and Engineering Services For PortMiami Cruise Terminals

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Small Business Development (SBD), a Division of the Internal Services Department, has completed its review of the subject project for compliance with the Community Business Enterprise (CBE-A/E) Program for Architectural and Engineering Services. The contract measure established for this project is a 15% CBE sub-consultant goal.

The Professional Services Division of the Internal Services Department has submitted proposals from BEA Architects, Inc. #1, Bermello, Ajamil & Partners, Inc. #3, and Atkins North America, Inc. #4, for compliance review. Following is the pre-award compliance status and summary.

STATUS:

1. BEA Architects, Inc. #1 — Compliant
2. Bermello, Ajamil & Partners, Inc. #3 — Compliant
3. Atkins North America, Inc. #4 — Compliant

SUMMARY:

BEA Architects, Inc. #1submitted the required Letters of Agreement (LOA) listing certified CBE (sub-consultant) firms Laura Llerena & Associates, Inc. to perform Landscape Architecture at 1%, Manuel G. Vera & Associates, Inc. to perform Surveying and Mapping-Land Surveying, also at 1%, Nova Consulting, Inc. to perform Port & Waterway Systems-Environmental Design, Environmental Engineering-Stormwater Drainage Design Services, Environmental Engineering-Coastal Processes & Ocean Engineering, and General Structural Engineering at 2%, and PMM Consulting Engineers, Corp. to perform Port & Waterway Systems-Marine Engineering Design and General Structural Engineering at 14%. BEA Architects, Inc. is in compliance with the requirements of the CBE-A/E program.

Bermello, Ajamil & Partners, Inc. #3, submitted the required Letters of Agreement (LOA) listing certified CBE (sub-consultant) firms Manuel G. Vera & Associates, Inc. to Surveying and Mapping-Land Surveying at 1%, Geosol, Inc. to perform Geotechnical & Materials Engineering Services at 1%, Hadonne Corp. to perform Underground Utility Location, also at 1%, Nifah and Partners Consulting Engineers, Inc. to perform General Structural Engineering at 6%, and Fraga Engineers, LLC to perform General Mechanical Engineering and General Electrical Engineering, also at 6%. Bermello, Ajamil & Partners, Inc. is in compliance with the requirements of the CBE-A/E program.

Atkins North America, Inc. #4 submitted the required Letter of Agreement (LOA) listing certified CBE (sub-consultant) firm Berenblum Busch Architecture, Inc. to perform Port & Waterway Systems-Architectural Design, Port & Waterway Systems-Cruise Terminal Design, Port & Waterway Systems-Cruise Terminal Equipment

Design, Port & Waterway Systems-Security Systems, Architecture, Architectural Construction Management, and ADA Title II Consultant at 25%. Atkins North America, Inc. is in compliance with the requirements of the CBE-A/E program.

SBD have verified that the aforementioned firms are not listed on the Goal Deficit Make-Up Report as of March 1, 2014. Additionally, a review of the History of Violations Report as of April 11, 2014 confirms that the aforementioned firms have no open violations.

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.

GH: vow

C: Faith Samuels, PM-ISD
Traci Adams-Parish, SBD-ISD
File

Small Business Development Division

Project Worksheet

Project/Contract Title: ARCHITECTURAL AND ENGINEERING SERVICES FOR PORTMIAMI CRUISE TERMINALS (SIC 871)

Received Date: 12/02/2013

Project/Contract No: A13-SEA-02

Funding Source: SEAPORT LOANS

Department: SEAPORT

Resubmittal Date(s): 05/14/2013

Estimated Cost of Project/Bid: $2,200,000.00

Description of Project/Bid: To establish a Professional Services Agreement (PSA) for a consultant to provide all the necessary investigations; surveys; site investigations; studies; modeling; architectural and engineering designs and design criteria; including the analysis of sustainable systems and possible LEED certification; fire protection; interior design; civil engineering; structural engineering; mechanical, electrical and plumbing MEP); audio/visual design; cost estimates; schedules; coordination with baggage carousels, passenger boarding bridges (PBB), and Art in Public Places; value engineering coordination; construction documents; environmental and building permitting, (to name a few); and any supportive ancillary tasks to the primary scope of services to successfully complete all

Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	CBE	15.00%

Reasons for Recommendation

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

Reason for Resubmittal: Project was not advertised in the required 180 days

The seven (7) CBE firms certified in the required Technical Categories (5.02, 5.03, 18.00, and 22.00 which accounts for 80% of the scope of work), were polled; none responded in the affirmative and meeting the stated requirements. Of the remaining 20%, CBEs are available in (5.08, 11.00, 12.00, 13.00, 16.00, 17.00, and 20.00, which accounts for 15%); thus the 15% CBE sub-consultant goal. An insufficient availability of CBEs in TCs 5.04 and 5.10 precluded the use of the remaining 5%.

SIC 871 - Architectural and Engineering Services

Technical Category: 0502-Port & Waterway Systems-Architectural Design; 0503-Port & Waterway Systems-Cruise Terminal Design; 0504-Port & Waterway Sys-Cruise Terminal Equip Design; 0508-Port & Waterway Systems-Marine Engineering Design; 0510-Port & Waterway Systems-Transport Systems Design; 1100-General Structural Engineering; 1200-General Mechanical Engineering; 1300-General Electrical Engineering; 1501-Surveying And Mapping-Land Surveying; 1600-General Civil Engineering; 1700-Engineering Construction Management; 1800-Architectural Construction Management; 2000-Landscape Architecture; 2200-Ada Title Ii Consultant

Small Business Contract Measure Recommendation

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
GENERAL STRUCTURAL ENGINEERING	CBE	$66,000.00	3.00%	
GENERAL MECHANICAL ENGINEERING	CBE	$44,000.00	2.00%	
GENERAL ELECTRICAL ENGINEERING	CBE	$44,000.00	2.00%	
PORT & WATERWAY SYSTEMS-MARINE ENGINEERING DESIGN	CBE	$22,000.00	1.00%	
GENERAL CIVIL ENGINEERING	CBE	$44,000.00	2.00%	
ENGINEERING CONSTRUCTION MANAGEMENT	CBE	$66,000.00	3.00%	
LANDSCAPE ARCHITECTURE	CBE	$22,000.00	1.00%	
SURVEYING AND MAPPING-LAND SURVEYING	CBE	$22,000.00	1.00%	
	Total	$330,000.00	15.00%	

Living Wages: YES [ ] NO [X]

Responsible Wages: YES [ ] NO [X]

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

DBDR0090 v20130116

Small Business Development Division

Project Worksheet

Project/Contract Title: ARCHITECTURAL AND ENGINEERING SERVICES FOR PORTMIAMI CRUISE TERMINALS (SIC 871)

Received Date: 12/02/2013

Project/Contract No: A13-SEA-02

Funding Source: SEAPORT LOANS

Department: SEAPORT

Resubmittal Date(s): 05/14/2013

Estimated Cost of Project/Bid: $2,200,000.00

REVIEW RECOMMENDATION

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

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

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

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

CWP _____

SBD Director — Date: 12/10/13

DBDR0090 v20130116

CONTAINER YARD IMPROVEMENTS - SEABOARD PROJECT #: 644520

DESCRIPTION: Implement container yard improvements in Port terminal area for drainage and bulkhead improvements

LOCATION: Dante B. Fascell Port of Miami-Dade — District Located: 5

Port of Miami — District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
Non-County Contributions	3,000	1,000	1,000	0	0	0	0	0	5,000
FDOT Funds	11,198	0	0	0	0	0	0	0	11,198
Seaport Bonds/Loans	19,137	5,000	2,200	0	0	0	0	0	26,337
TOTAL REVENUES:	33,335	6,000	3,200	0	0	0	0	0	42,535
EXPENDITURE SCHEDULE:	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
Planning and Design	2,100	0	0	0	0	0	0	0	2,100
Construction	20,037	6,000	3,200	0	0	0	0	0	29,237
Furniture, Fixtures and Equipment	11,198	0	0	0	0	0	0	0	11,198
TOTAL EXPENDITURES:	33,335	6,000	3,200	0	0	0	0	0	42,535

INFRASTRUCTURE IMPROVEMENTS PROJECT #: 645430

DESCRIPTION: Update and improve various infrastructure portions of the Port

LOCATION: Dante B. Fascell Port of Miami-Dade — District Located: 5

Port of Miami — District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
Seaport Bonds/Loans	16,522	18,250	11,500	21,500	22,650	20,000	0	0	110,422
TOTAL REVENUES:	16,522	18,250	11,500	21,500	22,650	20,000	0	0	110,422
EXPENDITURE SCHEDULE:	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
Construction	16,522	18,250	11,500	21,500	22,650	20,000	0	0	110,422
TOTAL EXPENDITURES:	16,522	18,250	11,500	21,500	22,650	20,000	0	0	110,422

CARGO BULKHEAD REHABILITATION PROJECT #: 646300

DESCRIPTION: Repair and improvements to Port cargo area bulkheads

LOCATION: Dante B. Fascell Port of Miami-Dade — District Located: 5

Port of Miami — District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
Seaport Bonds/Loans	10,603	8,000	16,000	0	0	0	0	0	34,603
TOTAL REVENUES:	10,603	8,000	16,000	0	0	0	0	0	34,603
EXPENDITURE SCHEDULE:	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
Construction	10,603	8,000	16,000	0	0	0	0	0	34,603
TOTAL EXPENDITURES:	10,603	8,000	16,000	0	0	0	0	0	34,603

Department: Port of Miami 6/25/2014 1:56:17 PM

BUDGET PROJECT 645430 - (As per 2013-2014 Approved Budget)

Project Title: 645430-INFRASTRUCTURE IMPROVEMENTS

Project Desc: 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	0	0	661,000	0	0	0	0	661,000
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	0	9,200,000	11,620,000	25,415,000	3,500,000	21,000,000	60,000,000	130,735,000
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:
77522 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: A/E Services for PMCM & MSRC Facilities									
77440 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Cruise Terminal C New Passenger Boarding Bridge Door									
77438 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Professional Consulting Services for Multiple Small MEP Projects									
77437 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: A/E Services for Federal Inspection Facility									
77436 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Civil Infrastructure Engineering Services - 2nd PSA									
77412 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Cruise Terminals B & C Window Panels Replacement									
77407 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0

Desc: Architectural and Engineering Services for PortMiami Cruise Terminals									
77342 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: PortMiami Portwide Wayfinding									
77339 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Shed C Demolition									
76998 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Cruise Terminal J Building Upgrades									
76980 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: MDFR Marine Unit at Cruise Terminal H									
76960 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Parking Garage J Repairs									
76946 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Update and improve various infrastructure portions of the Port									
76941 - 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									
76932 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Cruise Terminal J Interior Upgrades and Overhead Door									
76901 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Cruise Terminal J Improvements									
76665 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Port of Miami Bridge Control House Re-roofing									
76656 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: 1080 Building Re-Roofing									
76606 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Wharf I Emergency Bulkhead Repair Phase II									
75749 - 1015 N AMERICA WY	0	0	9,200,000	6,122,000	1,200,000	18,250,000	11,500,000	64,150,000	110,422,000
Desc: Wharves Strengthening Program									
75645 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0

Desc: Wharf I Emergency Repairs									
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									
75558 - 909 North Cruise Boulevard	0	0	0	0	0	0	0	0	0
Desc: Cruise Terminal G - 3rd Floor HVAC Modification									
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)									
75006 - 1015 N AMERICA WAY , 33132	0	0	0	0	0	0	0	0	0
Desc: Port of Miami 2035 Master Plan									
77706 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Parking Garage G Structural Joint Repairs									
77705 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Parking Garage G Structural Joint Repairs									
77702 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Parking Garage J Structural Joint Repairs									
77701 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Parking Garage J Structural Joint Repairs									
77700 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Update and improve various infrastructure portions of the Port									
77695 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Cruise Terminal D & E Separation Wall (Accodion)									
77569 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Cruise Terminals D and E Elevator A/C Units (Mini Split)									
77435 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Civil Infrastructure Engineering Services - 1st PSA									

77434 - 1015 N AMERICA WY			0	0	0	0	0	0	0	0	0							
Desc: Marine Infrastructure Engineering Services - 1st PSA																		
77431 - 1015 N AMERICA WY			0	0	0	0	0	0	0	0	0							
Desc: Marine Infrastructure Engineering Services PSA No. 1																		
77429 - 1015 N AMERICA WY			0	0	0	0	0	0	0	0	0							
Desc: CT H Life Safety Repairs & Chiller Replacement																		
77428 - 1015 N AMERICA WY			0	0	0	0	0	0	0	0	0							
Desc: Cruise Terminal H Rehabilitation - Tenant Office Relocation																		
77225 - 1015 N AMERICA WY			0	0	0	0	0	0	0	0	0							
Desc: CCTV & Communications - Parking Garages D & G, Surface Lots E & H																		
77218 - 1015 N AMERICA WY			0	0	0	0	0	0	0	0	0							
Desc: Architectural and Engineering Services for PortMiami Cruise Terminals and Central Examination Facilities																		
77217 - 1015 N AMERICA WY			0	0	0	0	0	0	0	0	0							
Desc: 12/06/12 LS - Site created today																		
77210 - 1015 N AMERICA WY			0	0	0	0	0	0	0	0	0							
Desc: Envelope and Electrical Repairs (1001/1007/1015 & 1509 Buildings)																		
77186 - 1015 N AMERICA WY			0	0	0	0	0	0	0	0	0							
Desc: Wharf Access Gates - Design and Implementation Support for Pedestrians and Vehicles																		
77130 - 1015 N AMERICA WY			0	0	0	0	0	0	0	0	0							
Desc: Cargo Gate Modifications and Improvements																		
76886 - 1015 N AMERICA WY			0	0	0	0	0	0	0	0	0							
Desc: Mooring Bollards Phase I																		
76694 - 1015 N AMERICA WY			0	0	0	0	0	0	0	0	0							
Desc: Terminal H Re-roofing																		
76693 - 1015 N AMERICA WY			0	0	0	0	0	0	0	0	0							
Desc:																		
Total: Count 46			0	0	9,200,000	6,122,000	1,200,000	18,250,000	11,500,000	64,150,000	110,422,000							
Recs:	05-06:	06-07:	07-08:	08-09:	09-10:	10-11:	11-12:	12-13:	13-14:	14-15:	15-16:	16-17:	17-18:	18-19:	19-20:	20-21:	21-22:	22-23:	23-24:	Total:

CIIS Proposed RV:	41	0	0	21,190,000	3,780,559	4,177,489	3,509,103	3,167,079	3,322,893	10,165,824	5,930,000	5,820,000	2,390,000	0	0	0	0	0	0	0	63,452,947.33
CIIS Proposed MS:	41	0	0	55,000	2,099,336	3,431,230	2,499,810	2,092,811	2,322,893	9,165,824	5,930,000	5,820,000	2,390,000	0	0	0	0	0	0	0	35,806,903.85

CIIS Proposed Book Report

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

PROJECT REPORT 4

EXIT

Current Contracts for Project 645430

Dept	ContractNo	Contract Name	RTA / MCC Estimated Allocation	Award / MCC Award Allocation	CIIS Award
SP	7360: 2006-019.03	CCTV & Communications (Parking Garages D & G, Surface Lots E & H)	$1,760,200.23	$0.00	Cancelled
SP	7040: 2006-019.03-R	CCTV & Communications (Parking Garages D & G, and Surface Lot E)	$558,260.53	$0.00	$648,929.62
SP	7360: 2006-030.01	Rip Rap Repairs at RCCL Building (Area 1) and Seaboard West (Area 2)	$1,544,341.00	$0.00	$733,406.20
SP	7040: 2007-010	MDFR Marine Unit at Cruise Terminal H	$553,279.00	$977,760.00	$1,027,390.49
SP	2007.013	Oleta River State Park Mitigation	$0.00	$100,000.00	$2,851,269.52
SP	2007.013	Oleta River State Park Mitigation	$0.00	$121,744.10	$2,851,269.52
SP	7040: 2007.021	Wharf Access Gates as per "Design and Implementation Support for Pedestrians and Vehicles	$87,519.43	$0.00	$1,666,901.42
SP	7040: 2007.054	New I.T. Telecommunications Room	$2,060.00	$0.00	$58,008.00
SP	7040: 2008-101	Cruise Terminals F & G One Stop Shop Modifications	$338,174.00	$0.00	$458,111.17
SP	7040: 2008-102	Cruise Terminal G Third Floor HVAC Modifications	$282,931.00	$0.00	$323,896.16
SP	7040: 2008-122.05	Parking Garage J Repairs	$333,500.00	$0.00	$446,581.00
SP	7040: 2008-122.07	Cruise Terminal J Interior Upgrades and Overhead	$450,857.00	$0.00	$449,561.22

		Door			
SP	7040: 2008-122.09	Cruise Terminal J Building Upgrades	$999,202.00	$0.00	$860,696.20
SP	7040: 2008-140R	Port of Miami Bridge Control House Re-roofing	$8,750.00	$0.00	$10,430.00
SP	7040: 2008-163.01	Shed C Demolition	$1,055,110.33	$0.00	$1,311,824.64
SP	7360: 2009-028	Wharf I Emergency Repairs	$65,335.50	$0.00	$76,812.96
SP	7040: 2010-026	Terminal H Re-Roofing	$850,360.00	$0.00	$543,893.98
SP	7040: 2010-027	Admin Buildings 1001, 1015 and Annex Re-roof	$776,749.00	$0.00	$489,680.00
SP	7040: 2010-032.03	Envelope and Electrical Repairs (Buildings 1001, 1007, 1015 & Shed B)	$1,112,313.00	$0.00	$1,067,679.10
SP	7040: 2010-044	1080 Building Re-roofing	$948,233.00	$0.00	$537,939.01
SP	7040: 2013-027.02	Cruise Terminals B & C Window Panels Replacement	$114,870.00	$0.00	$109,500.00
SP	7040: 2013-038.01	Cruise Terminal C New Passenger Boarding Bridge Door	$76,923.00	$0.00	$79,100.00
SP	7040: 2014-004.01	Parking Garage G Structural Joint Repairs	$131,245.00	$0.00	$0.00
SP	7040: 2014-004.02	Parking Garage J Structural Joint Repairs	$77,295.00	$0.00	$0.00
SP	A12-SEA-01	Architectural and Engineering Services for PortMiami Cruise Terminals	$1,100,000.00	$0.00	$2,200,000.00
SP	A12-SEA-01	Architectural and Engineering Services for PortMiami Cruise Terminals	$1,100,000.00	$0.00	$2,200,000.00
SP	A12-SEA-01	Architectural and Engineering Services for PortMiami Cruise Terminals	$1,100,000.00	$0.00	$2,200,000.00
SP	A12-SEA-01	Architectural and Engineering Services for PortMiami Cruise Terminals	$1,100,000.00	$0.00	$2,200,000.00
SP	A12-SEA-01	Architectural and Engineering Services for PortMiami Cruise Terminals	$0.00	$275,000.00	$2,200,000.00
SP	A12-SEA-01	Architectural and Engineering Services for PortMiami Cruise Terminals	$0.00	$640,000.00	$2,200,000.00
SP	A12-SEA-01	Architectural and Engineering Services for PortMiami Cruise Terminals	$0.00	$640,000.00	$2,200,000.00
SP	A12-SEA-01	Architectural and Engineering Services for PortMiami Cruise Terminals	$0.00	$645,000.00	$2,200,000.00

SP	A13-SEA-01	PortMiami Portwide Wayfinding	$650,000.00	$0.00	$650,000.00
SP	A13-SEA-01	PortMiami Portwide Wayfinding	$0.00	$54,200.00	$650,000.00
SP	A13-SEA-01	PortMiami Portwide Wayfinding	$0.00	$216,000.00	$650,000.00
SP	A13-SEA-01	PortMiami Portwide Wayfinding	$0.00	$118,700.00	$650,000.00
SP	A13-SEA-01	PortMiami Portwide Wayfinding	$0.00	$163,800.00	$650,000.00
SP	A13-SEA-01	PortMiami Portwide Wayfinding	$0.00	$97,300.00	$650,000.00
SP	A13-SEA-02	Architectural and Engineering Services for PortMiami Cruise Terminals	$0.00	$550,000.00	$2,200,000.00
SP	A13-SEA-02	Architectural and Engineering Services for PortMiami Cruise Terminals	$0.00	$550,000.00	$2,200,000.00
SP	A13-SEA-02	Architectural and Engineering Services for PortMiami Cruise Terminals	$0.00	$550,000.00	$2,200,000.00
SP	A13-SEA-02	Architectural and Engineering Services for PortMiami Cruise Terminals	$0.00	$550,000.00	$2,200,000.00
SP	A13-SEA-02	Architectural and Engineering Services for PortMiami Cruise Terminals	$550,000.00	$0.00	$2,200,000.00
SP	A13-SEA-02	Architectural and Engineering Services for PortMiami Cruise Terminals	$550,000.00	$0.00	$2,200,000.00
SP	A13-SEA-02	Architectural and Engineering Services for PortMiami Cruise Terminals	$550,000.00	$0.00	$2,200,000.00
SP	A13-SEA-02	Architectural and Engineering Services for PortMiami Cruise Terminals	$550,000.00	$0.00	$2,200,000.00
SP	A13-SEA-03	Architectural and Engineering Services for PortMiami Federal Inspection Facility	$0.00	$175,000.00	$2,200,000.00
SP	A13-SEA-03	Architectural and Engineering Services for PortMiami Federal Inspection Facility	$0.00	$675,000.00	$2,200,000.00
SP	A13-SEA-03	Architectural and Engineering Services for PortMiami Federal Inspection Facility	$0.00	$675,000.00	$2,200,000.00
SP	A13-SEA-03	Architectural and Engineering Services for PortMiami Federal Inspection Facility	$0.00	$675,000.00	$2,200,000.00
SP	A13-SEA-03	Architectural and Engineering Services for PortMiami Federal Inspection Facility	$550,000.00	$0.00	$2,200,000.00

SP	A13-SEA-03	Architectural and Engineering Services for PortMiami Federal Inspection Facility	$550,000.00	$0.00	$2,200,000.00
SP	A13-SEA-03	Architectural and Engineering Services for PortMiami Federal Inspection Facility	$550,000.00	$0.00	$2,200,000.00
SP	A13-SEA-03	Architectural and Engineering Services for PortMiami Federal Inspection Facility	$550,000.00	$0.00	$2,200,000.00
SP	A13-SEA-04	Architectural and Engineering Services for Port of Miami Crane Management, Inc. and General Facilities	$320,000.00	$0.00	$0.00
SP	A13-SEA-04	Architectural and Engineering Services for Port of Miami Crane Management, Inc. and General Facilities	$500,000.00	$0.00	$0.00
SP	A13-SEA-04	Architectural and Engineering Services for Port of Miami Crane Management, Inc. and General Facilities	$500,000.00	$0.00	$0.00
SP	E09-SEA-01	Wharves Strengthening Program	$0.00	$240,000.00	$2,750,000.00
SP	E12-SEA-01	Cargo Gate Modifications and Process Improvements	$2,475,000.00	$0.00	$2,475,000.00
SP	E12-SEA-01	Cargo Gate Modifications and Process Improvements	$0.00	$2,475,000.00	$2,475,000.00
SP	E12-SEA-02	Geographic Information System Services	$500,000.00	$0.00	$999,979.55
SP	E12-SEA-02	Geographic Information System Services	$500,000.00	$0.00	$999,979.55
SP	E12-SEA-02	Geographic Information System Services	$0.00	$499,989.77	$999,979.55
SP	E12-SEA-02	Geographic Information System Services	$0.00	$499,989.78	$999,979.55
SP	E13-SEA-01	Civil Infrastructure Engineering Services	$730,000.00	$0.00	$0.00
SP	E13-SEA-01	Civil Infrastructure Engineering Services	$730,000.00	$0.00	$0.00
SP	E13-SEA-01	Civil Infrastructure Engineering Services	$740,000.00	$0.00	$0.00
SP	E13-SEA-02	Civil Infrastructure Engineering Services	$730,000.00	$0.00	$0.00
SP	E13-SEA-02	Civil Infrastructure Engineering Services	$730,000.00	$0.00	$0.00
SP	E13-SEA-02	Civil Infrastructure Engineering Services	$740,000.00	$0.00	$0.00
SP	E13-SEA-03	Marine Infrastructure Engineering Services	$1,100,000.00	$0.00	$3,300,000.00
SP	E13-SEA-03	Marine Infrastructure Engineering Services	$1,100,000.00	$0.00	$3,300,000.00
SP	E13-SEA-03	Marine Infrastructure Engineering Services	$1,100,000.00	$0.00	$3,300,000.00
SP	E13-SEA-03	Marine Infrastructure Engineering Services	$0.00	$1,008,300.00	$3,300,000.00
SP	E13-SEA-03	Marine Infrastructure Engineering Services	$0.00	$1,008,300.00	$3,300,000.00

SP	E13-SEA-03	Marine Infrastructure Engineering Services	$0.00	$1,008,400.00	$3,300,000.00
SP	E13-SEA-03	Marine Infrastructure Engineering Services	$0.00	$275,000.00	$3,300,000.00
SP	E13-SEA-04	Marine Infrastructure Engineering Services	$660,000.00	$0.00	$0.00
SP	E13-SEA-04	Marine Infrastructure Engineering Services	$660,000.00	$0.00	$0.00
SP	E13-SEA-04	Marine Infrastructure Engineering Services	$660,000.00	$0.00	$0.00
SP	E13-SEA-04	Marine Infrastructure Engineering Services	$660,000.00	$0.00	$0.00
SP	E13-SEA-04	Marine Infrastructure Engineering Services	$660,000.00	$0.00	$0.00
SP	7040: M2012-007	Cruise Terminal D and E Separation Wall - Accordion	$52,690.00	$0.00	$0.00
SP	7040: M2014-009	Cruise Terminals D & E Elevator A/C Units (Mini Split)	$26,950.00	$0.00	$48,725.60
		Total Allocated:	$35,691,947.79	$15,464,483.65	

Current Contracts for Sites of Project 645430

(Theses contracts are not necessarily funded from this project)

Dept	Site NO	ContractNo	Award Allocation
SP	#75006	E08-SEA-03	$1,265,000.00
SP	#75645	E09-SEA-01	$240,000.00
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	#77210	2010-032.03	$1,112,313.00
SP	#77218	A12-SEA-01	$2,200,000.00
SP	#77225	2006-019.03	$1,760,200.23
SP	#77339	2008-163.01	$1,055,110.33
SP	#77342	A13-SEA-01	$650,000.00
SP	#77407	A13-SEA-02	$2,200,000.00
SP	#77412	2013-027.02	$114,870.00
SP	#77431	E13-SEA-04	$3,300,000.00
SP	#77434	E13-SEA-03	$3,300,000.00
SP	#77435	E13-SEA-01	$2,200,000.00
SP	#77436	E13-SEA-02	$2,200,000.00
SP	#77437	A13-SEA-03	$2,200,000.00
SP	#77225	2006-019.03-R	$558,260.53
SP	#77440	2013-038.01	$76,923.00
SP	#77522	A13-SEA-04	$1,320,000.00
SP	#77569	M2014-009	$26,950.00
SP	#77695	M2012-007	$52,690.00
SP	#77702	2014-004.02	$77,295.00
SP	#77706	2014-004.01	$131,245.00
		Total Allocated:	$36,226,325.83

Search for Site Number
Search for Budget Project Number

Exit

Port of Miami

Contract Capital Projects

CONTRACT NO: - A13-SEA-02

CURRENT CONTRACT CDP AWARD PROJECTS:

ACTION	CAPITAL BUDGET PROJECT / DESCRIPTION	A13-SEA-02 Estimate
None	CDP - 645430 - INFRASTRUCTURE IMPROVEMENTS Capital Budget Book Page: 134	$550,000.00 Funding Year: Proposed Capital Budget Book, fc
None	CDP - 645430 - INFRASTRUCTURE IMPROVEMENTS Capital Budget Book Page: 134	$550,000.00 Funding Year: Proposed Capital Budget Book, fc
None	CDP - 645430 - INFRASTRUCTURE IMPROVEMENTS Capital Budget Book Page: 134	$550,000.00 Funding Year: Proposed Capital Budget Book, fc
None	CDP - 645430 - INFRASTRUCTURE IMPROVEMENTS Capital Budget Book Page: 134	$550,000.00 Funding Year: Proposed Capital Budget Book, fc

Project Totals: $2,200,000.00

ADDITIONAL CDP PROJECTS: (BY PROJECT DESC)

ACTION	CDP PROJECT / DESCRIPTION	A13-SEA-02 Estimate
None	Select CDP Project...	0

ADDITIONAL CDP PROJECTS: (BY PROJECT NUMBER)

ACTION	CDP PROJECT / DESCRIPTION	A13-SEA-02 Estimate
None	Select CDP Project...	0

Exit

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

Exit

INTERNAL SERVICE DEPARTMENT
CAPITAL IMPROVEMENTS INFORMATION SYSTEM
Wednesday, June 25, 2014

All Contracts for FEIN 651020158
BEA Architects, Inc.

DST	DPT	Type	Contract	Name	Location / Contractor	Estimated Completion Date	Total Award	Last Status Date	% Complete / Status *
0	AV	EDP	EDP-AV-S-2013-ID-2	INTERIOR ANALYSIS, DESIGN AND UPGRADES	BEA ARCHITECTS, INC.	N/A	$200,000		100% / Complete
0	GS	EDP	EDP-GS-GOB-Z00018	PRE-TRIAL DETENTION CENTER VE	BEA ARCHITECTS, INC.	N/A	$46,090		100% / Complete
0	HD	EDP	EDP-HD-2013-B	UFAS COMPLIANCE IMPROVEMENTS	BEA ARCHITECTS, INC.	N/A	$175,000		100% / Complete
0	HD	EDP	EDP-HD-GOB-FLA5-29A-D	VIRRICK VILLAGE 2 DEMOLITION	BEA ARCHITECTS, INC.	N/A	$24,000		100% / Complete
0	HD	EDP	EDP-HD-S-FL5-18	SMATHERS PLAZA ROOFS	BEA ARCHITECTS, INC.	N/A	$34,000		100% / Complete
0	SP	EDP	EDP-SP-S-S2014-001	MASTER PLAN CRUISE EXPANSION AND CARGO AREAS	BEA ARCHITECTS, INC.	N/A	$200,000		100% / Complete
0	SP	EDP	EDP-SP-SR-2006.019 R	PARKING GARAGE D MODIFICATIONS	BEA ARCHITECTS, INC.	N/A	$64,662		100% / Complete
					Totals:	7	$743,752		

* Yellow Status=Inactive Contract

Exit | Projects | Goto Top

Exit

Capital Improvements Information System

MCC Contractor Evaluations Report

Dept	Contract	Type	Contractor / Architect Name	Date	Rater	Period	Rate
SP	EDP-SP-S-S2014-001	EDP	BEA Architects, Inc.	6/20/2014	Leticia Smith	Interim	3.5
SP	EDP-SP-SR-2006 019 R	EDP	BEA Architects, Inc.	6/27/2014	Stephanie Ruwell	Project conclusion or closeout	3.5

Evaluation Count: 2 Contractors: 1 Average Evaluation: 3.5

Exit

MIAMI DADE COUNTY
Department of Small Business Development
A&E Firm History Report
From: 06/19/2009 **To:** 06/19/2014

DEPARTMENT OF BUSINESS DEVELOPMENT

FIRM NAME: BEA ARCHITECTS, INC.
3075 NW South River Drive
Miami, FL 33142-0000

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
EDP-GS-GOB-Z00018 PRE-TRIAL DETENTION CENTER VE	1	GS	NO MEASURE	10/20/2009	$46,090.00
					$46,090.00
EDP-HD-C-RFQ-8345 HOPE VI PH 11	1	HD	NO MEASURE	05/25/2010	$0.00
					$0.00
EDP-SP-S-S2014-001 MASTER PLAN CRUISE EXPANSION AND CARGO AREAS	1	SP	NO MEASURE	11/27/2013	$200,000.00
					$200,000.00
EDP-AV-S-2013-ID-2 INTERIOR ANALYSIS, DESIGN AND UPGRADES	1	AV	NO MEASURE	11/27/2013	$200,000.00
					$200,000.00
EDP-HD-2013-B UFAS COMPLIANCE IMPROVEMENTS	1	HD	NO MEASURE	12/10/2013	$175,000.00
					$175,000.00

31

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

DBDR0212_E

Thursday, June 19, 2014

Ver: 1

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

From: 06/19/2009 **To:** 06/19/2014

DBD
DEPARTMENT OF BUSINESS DEVELOPMENT

FIRM NAME: BEA ARCHITECTS, INC.
3075 NW South River Drive
Miami, FL 33142-0000

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
			Total Award Amount	$621,090.00	
			Total Change Orders Approved by BCC	$14,662.00	

32

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

DBDR0212_E

Thursday, June 19, 2014

Ver: 1

Memorandum

MIAMI-DADE COUNTY

Date: April 29, 2014

To: Lester Sola, Director
Internal Services Department

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

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

Subject: NEGOTIATION AUTHORIZATION
PortMiami
Architectural and Engineering Services for
PortMiami Cruise Terminals
ISD Project No. A13-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.: A13-SEA-02

Project Title: Architectural and Engineering Services for PortMiami Cruise Terminals

Scope of Services Summary:

The selected consultant shall provide non-exclusive professional architectural, engineering, and construction administration services (to include coordination with all regulatory agencies, as appropriate) for new construction, modifications and improvements to optimize existing Cruise Terminals B, C, D, E, and J, existing or new operational and maintenance support facilities for the existing cruise terminals, and design criteria professional services for new cruise terminals. Work scope will be assigned equitably by PortMiami.

The scope of services includes general and port and waterway systems architectural and engineering planning, design and post design services. These professional services are required to provide state of the art facilities to support port operations that are evolving as the industry advances. The project may include upgrades for all or some of the following components: Ferry terminals or day cruise operations; provisional operations; baggage conveyance systems; horizontal and vertical circulation systems; connection of boarding bridges to facilities; landside and waterside site development; wharf and berthing improvements; wharf access; intermodal areas; ancillary roadways; parking facilities; restrooms; canopies; wayfinding; life safety; ADA accessibility; landscaping; operational and security enhancements including checkpoints and CBP processing areas; access control; furniture, fixtures and equipment; and all related infrastructure; building and structure work ancillary to the basic work scope.

The consultant shall provide all the necessary investigations; surveys; site investigations; studies; modeling; architectural and engineering designs and design criteria; including the analysis of 'sustainable systems' and possible LEED certification; fire protection; interior design; civil engineering; structural engineering; mechanical, electrical and plumbing (MEP);

audio/visual design; cost estimates; schedules; coordination with baggage carousels, passenger boarding bridges (PBB), and Art in Public Places; value engineering coordination; construction documents; environmental and building permitting; bidding assistance; site visits; inspections; construction administration including construction inspection services and review of shop drawings; proposed substitutions; pay requests; change orders; commissioning; claims assistance coordination; and any supportive ancillary tasks to the primary scope of services to successfully complete all phases of the project.

All work shall be conducted to meet or exceed professional standards: comply with PortMiami Security requirements; PortMiami Design Guidelines; and the United States Customs and Border Protection Cruise Terminal Design Standards (USCBP CTDS), Small Sea/Cruise/Ferry Federal Inspection Services (FIS) Facility Requirements, Standards for Security of International Cargo; as needed and conform with the County's Sustainable Buildings Program, Implementing Order No. 8-8.

Experience and Qualifications:

Prime Consultants must have five (5) years' experience for similar work as described in the scope of services denoted above.

Term of Contract: One (1) non-exclusive Professional Services Agreement (PSA) with a maximum compensation of two million two hundred thousand dollars ($2,200,000) which includes contingency, for an effective term of four (4) years with two (2) one-year options to renew for professional services requested during the initial term, or until the money is depleted, whichever comes first, which equals six (6) years. Note that no minimum amount of work or compensation is guaranteed under this agreement. Furthermore, 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: On December 2, 2013, Small Business Development Division (SBD), Internal Services Department, established a 15% Community Business Enterprise (CBE) goal to this project.

Request to Advertise (RTA) Stamped by the Clerk of the Board (COB): July 1, 2013

Revision No. 1 to the RTA Stamped by the COB: December 19, 2013

Number of Proposals Received: Five (5)

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

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 (1) non-exclusive PSA for this solicitation with the top ranked firm:

Elizabeth Ogden, PortMiami
Frederick Wong, PortMiami
Tyrone Browne, MDAD

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 ORDINAL SCORE
RANKING OF RESPONDENTS
SELECTION FOR PSA NEGOTIATION
ONE (1) AGREEMENT WITH A
15% CBE GOAL

BEA Architects, Inc.
Qualitative Points - 455
Ordinal Score - 6
Final Ranking – 1

The following teams will serve as the alternates:

Bermello, Ajamil & Partners, Inc.
Qualitative Points - 443
Ordinal Score - 6
Final Ranking - 2

Atkins North America, Inc.
Qualitative Points - 435
Ordinal Score - 8
Final Ranking - 3

Pursuant to the Cone of Silence legislation included in the Conflict of Interest and Code of Ethics Ordinance, and Section 2-11.1 of the County Code, the County Mayor or his designee will report to the Board of County Commissioners any of the following instances:

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

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

initiate negotiations with the second ranked firm.

If a satisfactory agreement cannot be reached within the 60 day period, a report is required to be prepared fully explaining all problems resulting from the negotiations. If negotiations are proceeding within a reasonable timeframe, then negotiations are to continue and the report is to be submitted upon completion. The final contract and report should be sent to this office.

Authorization to negotiate is:

Approved 4/30/14 Date Not Approved Date

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

c: Juan Kuryla, Director, PortMiami
Competitive Selection Committee
Clerk of the Board of County Commissioners

MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

ISD Project Name: Architectural and Engineering Services for PortMiami Cruise Terminals
ISD Project No.: A13-SEA-02
Measures: 15% CBE Goal
Number of Agreements: 1
Contract Type: PROJECT SPECIFIC
Submittal Date: 02/25/2014

Submittal No: 1
Prime Name: BEA ARCHITECTS, INC.
Trade Name:
Prime Local Preference: Yes
FEIN No.: 651020158

Subs Name	Trade Name	Subs FEIN No.
a. TLC ENGINEERING FOR ARCHITECTURE, INC.		591228645
b. KIMLEY-HORN AND ASSOCIATES, INC.		560885615
c. NOVA CONSULTING, INC.		650577672
d. PMM CONSULTING ENGINEERS, CORP.		592826347
e. MANUEL G. VERA & ASSOCIATES, INC.		591741639
f. LAURA LLERENA & ASSOCIATES, INC.		591983295

Submittal No: 2
Prime Name: PEREZ & PEREZ ARCHITECTS PLANNERS, INC.
Trade Name:
Prime Local Preference: Yes
FEIN No.: 592400309

Subs Name	Trade Name	Subs FEIN No.
a. SDM CONSULTING ENGINEERS, INC.		592346110
b. MANUEL G. VERA & ASSOCIATES, INC.		591741639
c. T.Y. LIN INTERNATIONAL		941598707
d. CURTIS & ROGERS DESIGN STUDIO, INC.		650294753

MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

ISD Project No.: A13-SEA-02
Measures: 15% CBE Goal
Number of Agreements: 1
Contract Type: PROJECT SPECIFIC
Submittal Date: 02/25/2014

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

Subs Name	Trade Name	Subs FEIN No.
a. FRAGA ENGINEERS, LLC		204038436
b. NIFAH AND PARTNERS CONSULTING ENGINEERS, INC.		650604266
c. MANUEL G. VERA & ASSOCIATES, INC.		591741639
d. DDA ENGINEERS, P.A.		650138165
e. EE&G ENVIRONMENTAL SERVICE, LLC		861106600
f. GEOSOL, INC.		650997886
g. HADONNE CORP.		651089850
h. U.S. COST INCORPORATED DBA RIB U.S. COST		581827672

Submittal No: 4
Prime Name: ATKINS NORTH AMERICA, INC.
Trade Name: POST, BUCKLEY, SCHUH & JERNIGAN, INC. (PBS&J)
Prime Local Preference: Yes
FEIN No.: 590896138

Subs Name	Trade Name	Subs FEIN No.
a. BERENBLUM BUSCH ARCHITECTURE, INC.		271738659
b. COMMAND CONSULTING GROUP LLC		264407761

Submittal No: 5
Prime Name: ARCHITECTS INTERNATIONAL, INC.
Trade Name:
Prime Local Preference: Yes
FEIN No.: 592032355

Subs Name	Trade Name	Subs FEIN No.
a. TLC ENGINEERING FOR ARCHITECTURE, INC.		591228645
b. TETRA TECH, INC		954148514
c. AVINO & ASSOCIATES, INC.		650053775
d. WESTHORP & ASSOCIATES, INC.		650807883
e. CURTIS & ROGERS DESIGN STUDIO, INC.		650294753

FIRST-TIER MEETING
April 10, 2014
FORT*MIAMI*
ARCHITECTURAL AND ENGINEERING SERVICES FOR
FORT*MIAMI* CRUISE TERMINALS
ISD PROJECT NO. A13-SEA-02

TABULATION SHEET

	NAME OF FIRM(S)	COMPETITIVE SELECTION COMMITTEE									TOTAL QUALITATIVE POINTS	TOTAL ORDINAL SCORES	ORDINAL RANK	FINAL RANKING
		Frederick Wong, PortMiami	Elizabeth Ogden, PortMiami	Ivan Marroquin, PROS	Tyrone Browne, MDAD	Herliberto Delgado, WASD	SUB-TOTAL	Average	Low Disparity	High Disparity				
1	BEA ARCHITECTS, INC.													
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	49	48	45	48	48	238	48	32	53				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	19	18	20	20	18	95	19	13	25				
	3A - Past Performance of the Firms (Max. 20 points)	19	17	16	20	18	90	18	12	24				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	1	2	2	2	1	8	2	1	2				
	5A - Ability of team members to interface with the County (Max 5 points)	5	5	5	5	4	24	5	3	6				
		93	90	88	95	89					455			
	Ordinal Scores	1	1	3	2	3						6	1	1
	Tie-Breaker No. 1, 2, 3, 4, 5 / Criteria 1A, 2A, 3A, 4A, 5A, Total Qual. Points for Criteria 1A, 2A, 3A, 4A, 5A													
2	PEREZ & PEREZ ARCHITECTS PLANNERS, INC.													
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	46	45	40	40	46	217	43	29	58				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	17	15	20	18	18	88	18	12	23				
	3A - Past Performance of the Firms (Max. 20 points)	16	16	16	20	15	83	17	11	22				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	5	4	5	5	5	24	5	3	6				
	5A - Ability of team members to interface with the County (Max 5 points)	5	5	5	5	4	24	5	3	6				
		89	85	86	88	88					436			
	Ordinal Scores	4	4	5	3	4						12	4	4
	Tie-Breaker No. 1, 2, 3, 4, 5, / Criteria 1A, 2A, 3A, 4A, 5A, Total Qual. Points forCriteria 1A, 2A, 3A, 4A, 5A													

3	BERMELLO, AJAMIL & PARTNERS, INC.													
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	48	47	48	38	48	229	46	31	61				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	19	17	20	15	19	90	18	12	24				
	3A - Past Performance of the Firms (Max. 20 points)	18	17	18	18	18	89	18	12	24				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	2	3	2	2	2	11	2	1	3				
	5A - Ability of team members to interface with the County (Max 5 points)	5	5	5	5	4	24	5	3	6				
		92	89	93	78	91					443			
	Ordinal Scores	2	2	2	4	1						6	2	2
	Tie-Breaker No. 1, 2, 3, 4, 5 / Criteria 1A, 2A, 3A, 4A, 5A, Total Qual. Points for Criteria 1A, 2A, 3A, 4A, 5A													
4	ATKINS NORTH AMERICA, INC.													
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	47	46	48	35	48	224	45	30	60				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	17	17	20	15	18	87	17	12	23				
	3A - Past Performance of the Firms (Max. 20 points)	17	18	19	15	18	87	17	12	23				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	3	3	1	3	3	13	3	2	3				
	5A - Ability of team members to interface with the County (Max 5 points)	5	5	5	5	4	24	5	3	6				
		89	89	93	73	91					435			
	Ordinal Scores	3	3	1	5	2						8	3	3
	Tie-Breaker No. 1, 2, 3, 4, 5 / Criteria 1A, 2A, 3A, 4A, 5A, Total Qual. Points for Criteria 1A, 2A, 3A, 4A, 5A													
5	ARCHITECTS INTERNATIONAL, INC.													
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	46	44	43	47	46	226	45	30	60				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	16	13	20	20	15	84	17	11	22				
	3A - Past Performance of the Firms (Max. 20 points)	16	16	16	20	18	86	17	12	23				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	4	3	4	4	4	19	4	3	5				
	5A - Ability of team members to interface with the County (Max 5 points)	5	5	5	5	4	24	5	3	6				
		87	81	88	96	87					439			
	Ordinal Scores	5	5	4	1	5						14	5	5
	Tie-Breaker No. 1, 2, 3, 4, 5 / Criteria 1A, 2A, 3A, 4A, 5A, Total Qual. Points for Criteria 1A, 2A, 3A, 4A, 5A													
ISD Chairperson: Faith Samuels														
	Denotes high and low ordinal scores dropped													

PORTMIAMI

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT

ARCHITECTURAL AND ENGINEERING SERVICES FOR PORTMIAMI CRUISE TERMINALS

A13-SEA-02

JUNE 2014

Carlos A. Gimenez, Mayor

BOARD OF COUNTY COMMISSIONERS

Rebecca Sosa, Chairwoman

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

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

Harvey Ruvin, Clerk of Courts
Jack Osterholt, Deputy Mayor
R. A. Cuevas, Jr., County Attorney
Miami-Dade County provides equal access and equal opportunity
In employment and services and does not discriminate on the basis of handicap.

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PORTMIAMI

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT

ARCHITECTURAL AND ENGINEERING SERVICES FOR
PORTMIAMI CRUISE TERMINALS

A13-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 BEA ARCHITECTS, INC., a FLORIDA 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 Architectural and Engineering Services for PortMiami Cruise Terminals, Contract No. A13-SEA-02 / Project No. 2013-001, 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. Said services may include, but not be limited to:

Professional architectural, engineering and construction administration services (to include coordination with all regulatory agencies, as appropriate) for new construction, modifications and improvements to optimize existing Cruise Terminals B, C, D, E, and J, existing or new Operational and Maintenance Support Facilities for the existing cruise terminals, and Design Criteria Professional services for new Cruise Terminals. Work scope will be assigned equitably by PortMiami.

The scope of services includes general and Port and Waterway Systems Architectural and Engineering Planning, Design and Post Design Services. These professional services are required to provide state of the art facilities to support Port Operations that are evolving as the industry advances. The project may include upgrades for all or some of the following components: Ferry Terminals or Day Cruise Operations; Provisional Operations; Baggage Conveyance Systems; Horizontal and Vertical Circulation Systems; Connection of Boarding Bridges to Facilities; Landside and Waterside Site Development; Wharf and Berthing Improvements; Wharf Access; Intermodal Areas; Ancillary Roadways; Parking Facilities; Restrooms; Canopies; Wayfinding; Life Safety; ADA Accessibility; Landscaping; Operational and Security Enhancements including checkpoints and CBP Processing Areas; Access Control; Furniture, Fixtures and Equipment; and all related infrastructure; building and structure work ancillary to the basic work scope.

The consultant shall provide all the necessary investigations; surveys; site investigations; studies; modeling; architectural and engineering designs and design criteria; including the analysis of 'sustainable systems' and possible LEED certification; fire protection; interior design; civil engineering; structural engineering; mechanical, electrical and plumbing (MEP); audio/visual design; cost estimates; schedules; coordination with baggage carousels, passenger boarding bridges (PBB), and Art in Public Places; value engineering coordination; construction documents; environmental and building permitting; bidding assistance; site visits; inspections; construction administration including construction inspection services and review of shop drawings; proposed substitutions; pay requests;

change orders; commissioning; claims assistance coordination; and any supportive ancillary tasks to the primary scope of services to successfully complete all phases of the project.

All work shall be conducted to meet or exceed professional standards: comply with PortMiami Security requirements; PortMiami Design Guidelines; and the United States Customs and Border Protection Cruise Terminal Design Standards (USCBP CTDS), Small Sea/Cruise/Ferry Federal Inspection Services (FIS) Facility Requirements as needed, and conform with the County's Sustainable Buildings Program, Implementing Order No. 8-8.

For a more detailed description of the scope of work, please refer to Attachment "A", BEA Architect, Inc.'s list of compensation rates..

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.

I. RESPONSIBILITY FOR ESTIMATES

1. In the event the services required pursuant to this Agreement include the CONSULTANT preparing and submitting to the COUNTY, cost estimates, the CONSULTANT, by exercise of his experience, effort, knowledge and judgment, shall develop such cost estimates as are set forth in, or as may be required under the Agreement and shall be held accountable, responsible and liable for the accuracy, completeness, and correctness of any and all such cost estimates based on a BASIS OF DESIGN document prepared by the CONSULANT as part of the approved scope of services and approved by the COUNTY. The BASIS OF DESIGN document will detail the specific components of the work order established between the CONSULTANT and COUNTY and include such information as the COUNTY budget for the project, intended use, functional or operational criteria and/or constraints, applicable codes and standards or any other information deemed by both PARTIES important for the successful design and procurement of the project for the budget available. For purposes of the Liability Provisions of this Article only, the CONSULTANT's estimate(s) shall be considered valid and effective for a period of six (6) months from the date of the COUNTY's acceptance of the estimate(s).
2. The cost estimates of CONSULTANTS or SUB-CONSULTANTS engaged by CONSULTANTS, for the appraisal or valuation of real property or easements, or the estimate of damages or costs associated with the acquisition of real property or easements are exempted from the provisions of this Article.
3. Cost Estimates
   a. Order of Magnitude Estimate at Conceptual Design

      This is an approximate estimate made without detailed architect/engineering data. This type of estimate shall be accurate within plus or minus forty percent (40%) of the cost of the

construction of the project. This cost estimate will be used to define and document risks or other issues that may impact the project and project costs. These factors will be discussed with the COUNTY to define the potential outcome of the design and procurement process and establish an initial register from which further cost estimates are made and the range in which cost estimating may affect liability. The project budget or design scope will be revised at the discretion of the COUNTY to include the risks identified in this phase. The COUNTY acknowledges that CONSULTANT cannot warrant that any cost estimates provided during this phase will not vary from actual costs incurred by COUNTY.

b. Order of Magnitude Estimate at 30% Complete Construction Drawings.

This is an approximate estimate based on the development of 30% construction drawings. This type of estimate shall be accurate within plus or minus thirty percent (30.0%). At this stage, the CONSULTANT shall investigate the costs in detail as it relates to the project and initiate a process whereas the development of the construction documents could be divided into a series of add alternates that allows the COUNTY to adjust the bids to best meet the functional requirements of the project within the available budget. If the bids, as described above, fail to meet this prescribed accuracy,. the cost associated with the preparation and development of the ORDER OF MAGNITUDE ESTIMATE shall be recoverable by the COUNTY.

c. Construction Cost Estimate at 60% Complete Construction Documents.

A construction cost estimate for purposes of this Agreement is an estimate prepared on the basis of partially developed engineering/architectural data and on information available as set forth in the 60% drawings and specifications, which are to be used as a basis for advancing towards construction of the project. This type of estimate shall be accurate within plus or minus twenty percent (20%) of the cost of the construction of the project. The accuracy and reliability of a 60% CONSTRUCTION COST ESTIMATE is vital to the

COUNTY'S interests because it may be used for such purposes as, but not limited to the following: budgeting, obtaining, allocating or obligating funds for the project. Documents developed at this time remain preliminary and are subject to review by the COUNTY and potentially others. Changes dictated at that time and ultimately incorporated into the final plans could impact published cost estimates.

d. Construction Cost Estimates at 90% Complete Construction Documents

A construction cost estimate for purposes of this Agreement is an estimate prepared on the basis of the engineering/architectural data and other detailed information set forth in the drawings and specifications, which are to be used as a basis for obtaining bids or price proposals for construction of the project. The COUNTY regards the 90% Complete Construction Documents as 100% complete by the CONSULTANT pending approval by authorities having jurisdiction, revisions completed as a result of bidders Requests for Information, which clarified intended scope, and final COUNTY review. This type of estimate shall be accurate within plus or minus ten percent (10%) of the cost of the construction of the project. The accuracy and reliability of a CONSTRUCTION COST ESTIMATE is vital to the COUNTY'S interests because it may be used for such purposes as, but not limited to the following: budgeting, obtaining, allocating or obligating funds for the project; evaluating and determining the reasonableness and acceptableness of bids or price proposals for construction projects.

In the event the COUNTY solicits and receives bids or price proposals from Contractors on a construction project based on 90% drawings, specifications, and a 90% CONSTRUCTION COST ESTIMATE prepared by the CONSULTANT, and the lowest bid or price proposal, submitted by a responsive and responsible bidder or proposer, which bid or price proposal exceeds the amount of the CONSULTANT'S FINAL CONSTRUCTION COST ESTIMATE by more than the percent accuracy set forth hereinabove, in paragraph

d, the CONSULTANT shall, upon notification by the COUNTY, assume responsibility for and proceed to provide and perform the following service without additional compensation:

The CONSULTANT will, subject to the review and approval of the COUNTY, modify at its expense the drawings, specifications, and related bidding and contract documents to the extent necessary to reduce the anticipated construction costs so that the re-solicitation of bids or price proposals will realize bids or price proposals being received that are within the range of accuracy established for the CONSTRUCTION COST ESTIMATE prepared by the CONSULTANT. Any such modifications made by the CONSULTANT shall not conflict with the functional or operational requirements established by the COUNTY for the project as defined in the detailed BASIS OF DESIGN document prepared by the CONSULTANT and approved by the COUNTY at the initial stages of the work as set forth under this Agreement or as modified by Change Orders or Supplemental Task Authorization(s) issued thereto, nor shall any such modifications conflict with established rules, regulations, requirements or professional standards pertaining to the drawings and specifications prepared by the CONSULTANT, nor shall such modifications adversely affect the safe use or operation of the construction project.

In the event (1) the CONSULTANT modifies design, specifications, drawings, and related bidding and contract documents, and (2) the re-solicitation of bids or price proposals do not result in bids or price proposals being received from a responsive and responsible bidder or proposer that are within the established percent accuracy of the CONSULTANT'S CONSTRUCTION COST ESTIMATE, the costs associated with the CONSULTANT'S preparation and development of the CONSTRUCTION COST ESTIMATE shall be recoverable by the COUNTY by an appropriate reduction in the CONSULTATN'S invoice requesting payment for services rendered.

If, in response to its solicitation, the COUNTY receives less than three bids or price proposals for a project, there is a potential that such bids or priced proposals may not be a realistic representation of the costs expected to be associated with the project. If under such circumstances, and if in the professional judgment of the CONSULTANT, the low bid or the low priced proposal received from a responsive bidder or proposer does not realistically represent the costs associated with the project, the CONSULTANT, with appropriate documentation, may deem it appropriate to recommend the COUNTY reject any such bid(s) or priced proposal(s). If under such circumstances, the COUNTY concurs with the CONSULTANT'S recommendation and rejects the bid(s) or priced proposal(s), the COUNTY will not hold the CONSULTANT obligated to, modify the specifications, design, drawings, and related bidding and contract documents as set forth hereinbefore.

SECTION III – TIME FOR COMPLETION

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

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

SECTION IV– FORCE MAJEURE

Force Majeure shall mean an act of God, epidemic, lightning, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights and obligations under

this Agreement, and which, by the exercise of due diligence, such parties shall not have been able to avoid. Such acts or events DO NOT INCLUDE inclement weather (except as noted above) or the acts or omissions of sub-consultants/subcontractors, third-party consultants/contractors, material men, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

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

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

SECTION V – COMPENSATION

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

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

The fee for services rendered by the CONSULTANT's personnel, principals excluded, shall be computed based on the direct salary cost, as reported to the Internal Revenue Service, for the time of said personnel engaged directly in the work, times negotiated multipliers of 2.85 for Office Personnel, 2.25 for Field Personnel and/or personnel on loan, which shall mean that they are under the direct supervision of the COUNTY's Seaport Department and the Department provides office space, computers and communication equipment. Office Personnel shall mean personnel that are located in the home offices of the CONSULTANT and or Sub-consultant(s). Field Personnel/personnel on loan shall mean personnel that are performing duties outside of the home offices of the CONSULTANT and or Sub-consultant(s), for more than 30 days. Time worked by the CONSULTANT and/or Sub-consultant(s) for this entire period shall be at the Field/on loan personnel rate. This fee shall constitute full compensation to the CONSULTANT for costs incurred in the performance of the work such as overhead, fringe benefits, operating margin and all other costs not covered by reimbursable expenses.

Furthermore, the maximum raw hourly rates, per classification, for the Consultant and Sub-consultants are capped and set not to exceed as follows:

$60.00	Program Manager, Quality Assurance Officer, Senior Project Manager, Senior Port Planner and Senior Claims Analyst
$55.00	Senior Architect, Senior Engineer, Senior Construction Manager, Senior Cost Estimator, and Project Manager
$45.00	Architect, Engineer, Construction Manager, LEED Administrator, Senior Technical Support (Licensed employees)
$35.00	Junior Architect, Junior Engineer, Senior CADD/Revit, Senior Technical Support, and Project Scheduler (Non-Licensed employees)
$25.00	CADD/Revit, CADD Operator, Administrative/Clerical Staff

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

1. The CONSULTANT and its Sub-consultants shall be compensated at the flat rate of **$130.00** per hour for the time of principals engaged directly in the work. This rate shall not be subject to the negotiated multiplier and shall be applied to the time spent on requested work by the following principal(s).

   BEA ARCHITECTS, INC.
   BRUNO E. RAMOS, AIA, NCARB, GC, LEED AP

   KIMLEY-HORN & ASSOCIATES, INC.
   BROOKS PEED
   JOHN ATZ
   RUSSELL BARNES
   DAVE CAMPBELL

   LAURA LLERENA & ASSOCIATES, INC.
   LAURA M. LLERENA-HERNANDEZ

   MANUEL G. VERA & ASSOCIATES, INC.
   MARIA T. VERA, PRESIDENT
   MANUEL G. VERA, JR., PSM, EXECUTIVE VICE PRESIDENT

   NOVA CONSULTING, INC.
   MARIA J. MOLINA, PE
   STEVEN S. EAGEL, PE
   JUAN C. PRIETO, PE, PMP

   PMM CONSULTING ENGINEERS, CORP.
   PAUL MARTINEZ, PE

   TLC ENGINEERING FOR ARCHITECTURE, INC.
   RALPH BAEZA, PE
   JORGE REYE, PE
   GARY KRUEGER, PE
   TOM MUNSON, RCDD

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

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 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 **NOT TO EXCEED** amount of **$2,000,000.00** so long as the performance of additional services, as outlined in Section VI hereof, is not necessary and authorized by the Director. It is understood that any unspent portion of the contract ceiling is to remain with the COUNTY.

E. Compensation for Other Services

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 & Waste Management Department's Professional Services Agreement for General Land and Engineering Surveying Services, currently established as Contract No. 20120067.

F. COUNTY Discretion to Negotiate

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

SECTION VI – ADDITIONAL SERVICES (ALLOWANCE ACCOUNT)

In the event that a contingency necessitates the performance of additional services by the CONSULTANT after the **$2,000,000.00** maximum compensation limit of the Agreement has been encumbered, the Director shall have the right to authorize performance of additional services provided that compensation for such services does not exceed ten percent (10%) of the Agreement's maximum compensation limit or **$200,000.00**. It is understood that any unspent portion of the allowance account is to remain with the COUNTY.

SECTION VII – METHODS OF PAYMENT

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

Pursuant to Administrative Order (A.O.) 3-32 Community Business Enterprise (CBE-A&E) Program and/or A.O. 3-39 for the Resolution Repealing County Administrative Orders 3-33, 3-14 and 3-28 and establishing Administrative Order 3-39 Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders and Reporting, the CONSULTANT is required to file utilization reports with the Miami-Dade County

contracting department monthly, unless designated otherwise. URs are required to accompany every invoice. The UR should indicate the amount of contract monies received and paid to the CONSULTANT, including payments to Sub-consultant(s) (if applicable). The UR format can be found at http://www.miamidade.gov/business/library/forms/ae-ur-form.pdf. Invoices shall not be considered valid without said form.

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

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

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

B. Lump Sum Fee

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

SECTION VIII – SCHEDULE OF WORK

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

SECTION IX – RIGHT OF DECISIONS AND DISPUTE RESOLUTION

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Director who shall decide all questions, difficulties, and disputes of whatever nature which may arise

under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof.

In the event the CONSULTANT and COUNTY are unable to resolve their differences concerning any determination made by staff or any dispute or claim arising under or relating to the Contract, either the CONSULTANT or COUNTY may initiate a dispute in accordance with the procedure set forth in this Section. Exhaustion of these procedures shall be a precondition to any lawsuit permitted hereunder.

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

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

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

SECTION X – OWNERSHIP OF DOCUMENTS

All notes, correspondence, documents, designs, drawings, cost estimates, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for Services performed or produced in the performance of this Agreement, whether in paper or other hard copy medium or in electronic medium, except with respect to copyrighted standard details and designs owned by the CONSULTANT or owned by a third party and licensed to the CONSULTANT for use and reproduction, shall become the property of the COUNTY without restrictions or limitations. However, the COUNTY may grant an exclusive license of the copyright to the CONSULTANT for reusing and reproducing copyrighted materials or portions thereof as authorized by the COUNTY in advance and in writing. In addition, the CONSULTANT shall not disclose, release, or make available any document to any third party without prior written approval from COUNTY. The CONSULTANT shall warrant to the COUNTY that he/she has been granted a license to use and reproduce any standard details and designs owned by a third party and used or reproduced by the CONSULTANT in the performance of this Agreement. All drawings shall be AutoCAD format in a version acceptable to the Department, produced by computer in files maintained on disks. When each individual section of work requested pursuant to this Agreement is completed and accepted, all of the above data shall be delivered to the Director. Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes.

SECTION XI – REUSE OF DOCUMENTS

The CONSULTANT may reuse data where appropriate from other sections of the work included in this Agreement provided irrelevant material is deleted. The COUNTY shall not be re-invoiced for such reused data. The Director shall not accept any reused data containing an excess of irrelevant material, which has no connection with the applicable portion of the work. The COUNTY

shall not re-use design documents on other projects not contemplated under this Agreement. Any such re-use shall be at the COUNTY's sole risk without legal liability to the CONSULTANT.

SECTION XII – NOTICES

Any notices, reports or other written communications from the CONSULTANT shall be considered delivered when posted by certified mail, electronic media or delivered in person to the Director. Any notices, reports or other communications from the COUNTY to the CONSULTANT shall be considered delivered when posted by certified mail to the CONSULTANT at the last address left on file with the COUNTY or delivered in person to said CONSULTANT or the CONSULTANT's authorized representative.

SECTION XIII – ABANDONMENT

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

SECTION XIV – AUDIT RIGHTS

The COUNTY reserves the right to audit the records of the CONSULTANT related to this Agreement at any time during the prosecution of the work included herein and for a period of three (3) years after final payment is made. The CONSULTANT agrees to provide copies of any records necessary to substantiate payment requests to the COUNTY, including but not limited to audited

financial statements, balance sheets and other financial records. In the event an audit undertaken pursuant to this section reveals improper, inadvertent, or mistaken payments to the CONSULTANT, the CONSULTANT shall remit such payments to the COUNTY. The COUNTY shall retain all legal and equitable rights with respect to recovery of payments.

SECTION XV – SUBCONTRACTING AND ASSIGNMENT

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

In addition, and as applicable, the CONSULTANT agrees to comply with the Miami-Dade COUNTY Ordinance 01-103 and Administrative Order 3-32 regarding the Community Business Enterprise (CBE) program. The COUNTY has established a participation goal of **15%** 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:

KIMLEY-HORN & ASSOCIATES, INC.

LAURA LLERENA & ASSOCIATES, INC.

MANUEL G. VERA & ASSOCIATES, INC.

NOVA CONSULTING, INC.

PMM CONSULTING ENGINEERS, CORP.

TLC ENGINEERING FOR ACHITECTURE, INC.

In no case the maximum rate of compensation, per classification, including multiples of direct salary for services rendered by the Sub-consultant(s) personnel, principals excluded, shall exceed the rate stipulated, per classification, 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 **four (4)** 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, 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. 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 attorneys 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 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 "**A-**" as to management, and no less than "Class **VII**" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

NOTE: CERTIFICATE HOLDER MUST READ:

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

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

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

Pursuant to AO 3-39 and Florida State Statutes Chapter 287.055 5(a): For all lump sum costs or costs plus a fixed fee contract in which a fee will exceed one hundred fifty thousand dollars ($150,000; 287.017 -category four), the COUNTY will require the firm receiving the award to execute a Truth-In-Negotiation Certificate as required by Chapter 287, Florida Statutes. The language below suffices as the Truth-In-Negotiation Certificate when included in a contract in which a fee will exceed the above-referenced amount:

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

SECTION XXII – APPLICABLE LAWS

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

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

B. The CONSULTANT shall comply with the requirements of MDC Code Sections 2-10.4.01 and 10-38, and Implementing Order No. 3-32; COMMUNITY BUSINESS ENTERPRISE (CBE-A/E) PROGRAM FOR THE PURCHASE OF ARCHITECTURAL, LANDSCAPE ARCHITECTURAL, ENGINEERING, OR SURVEYING AND MAPPING SERVICES.

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

D. 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.

E. 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. E-VERIFY - The attention of the Consultant is hereby directed to the requirements of the State of Florida Office of the Governor Executive Order No. 11-02. The Consultant hereby agrees to utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of all persons assigned or authorized by the Consultant to perform work pursuant to the Contract with the County.

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

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

2. Major Renovations and Remodels: All major renovations and remodels shall attain "Certified" or higher level rating under the LEED-NC Rating System.

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

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

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

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

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

2. If County and the Internal Revenue Service (IRS) determine that __the Consultant is eligible and shall receive accelerated depreciation benefits as a "Designer" for the purposes of Section 179D of the Code or that the Consultant shall otherwise benefit financially from the monetization of the accelerated depreciation benefit, the Consultant herby agrees to discount its contract price or provide a cash rebate to County (the determination of rebate versus discount to be determined by County in its sole discretion) in an amount equal to the total financial benefit realized by ___the Consultant; at the time the financial benefit to the Consultant becomes ascertainable.

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

4. The County agrees to cooperate in all reasonable respects with the Consultant's efforts

to obtain and monetize any such benefits derived from the Project on behalf of County.

SECTION XXIII – OFFICE OF MIAMI-DADE COUNTY INSPECTOR GENERAL

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

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

Upon ten (10) days written notice to the (Contractor/ Vendor/ Consultant) shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the (Contractor/Vendor/Consultant's) possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

The (Contractor/ Vendor/ Consultant) shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this contract, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition:

1. If this contract is completely or partially terminated, the (Contractor/ Vendor/ Consultant) shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
2. The (Contractor/ Vendor/ Consultant) shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

The provisions in this section shall apply to the (Contractor/Vendor/Consultant), its officers, agents, employees, subcontractors/subconsultants and suppliers. The (Contractor/Vendor/Consultant)

shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the (Contractor/Vendor/Consultant) in connection with the performance of this contract.

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

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

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

INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL: The attention of the Contractor/Consultant is hereby directed to the requirements of AO 3-20 and R-516-96; the County shall have the right but not the obligation to retain the services of an independent private-sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the Contractor/Consultant and County in connection with this contract/agreement. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with Contract Specifications; project costs; and investigating and preventing corruption and fraud.

The IPSIG may perform its services at all levels of the contracting and procurement process, including but not limited to project design, establishment of bid specifications, bid submittals, activities of Contractor/Consultant, its officers, agents and employees, lobbyists, County staff and elected officials.

Upon (10) ten days written notice to Contractor/Consultant from an IPSIG, the Contractor/Consultant shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the Contractor's/Consultant's possession, custody or control which, in the IPSIG's sole judgment pertain to performance of the Contract, including but not limited to, original estimate files; change order estimate files; worksheets; proposals and agreements from and with successful and unsuccessful subcontractors/subconsultants and suppliers; all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and contract documents, back-charge document; all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received; payroll and personnel records; and supporting documentation for the aforesaid documents and records.

The provisions in this Section shall apply to the Contractor/Consultant, its officers, agents and employees. The Contractor/Consultant shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Contractor/Consultant in connection with the performance of this agreement. Nothing in this contract shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this Section are neither intended nor shall they be construed to impose any liability on the County by the Contractor/Consultant or third parties.

SECTION XXIV – AFFIRMATIVE ACTION

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

SECTION XXV – PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS

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

SECTION XXVI - SANCTIONS FOR CONTRACTUAL VIOLATIONS

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

SECTION XXVII – BUSINESS APPLICATION AND FORMS

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

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

Section 2-11.1(d) of Miami-Dade County Code, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the COUNTY's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

SECTION XXVIII – ERRORS AND OMISSIONS

The COUNTY shall maintain a record of all construction changes that shall be categorized according to the various types, causes, etc. that the COUNTY may determine are useful or necessary for its purposes. Among those categories are construction changes caused by design errors or

omissions in the bid documents that were prepared by the CONSULTANT. For the purposes of this contract provision, errors and omissions shall be dealt with differently, as follows:

A. Errors

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

B. Omissions

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

The CONSULTANT shall participate in all negotiations with the contractor related to this section. Such CONSULTANT participation shall be at no additional cost to the COUNTY. Failure by the CONSULTANT to participate in the negotiations with the contractor shall constitute a waiver of CONSULTANT's rights to contest the appropriateness or amount of any settlements or change orders.

To obtain recovery for errors and/or omissions covered in paragraphs A and B above, the COUNTY shall deduct from funds due the CONSULTANT in this or any other contract the CONSULTANT may or will have with the COUNTY up to the amount of the CONSULTANT'S insurance deductible. Should the damages incurred by the COUNTY exceed the CONSULTANT'S

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

SECTION XXIX – ENTIRETY OF AGREEMENT

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

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

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

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

ATTEST:

HARVEY RUVIN, CLERK OF THE BOARD

By: _____

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

By: _____
County Mayor

ATTEST _____

By: _____
Corporate Secretary

BEA ARCHITECTS, INC.

By: _____
President

(Corporate Seal)

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

ATTACHMENT "A"

BEA ARCHITECTS, INC.'S

SCHEDULE OF RATES

A13-SEA-02 A/E Services for PortMiami Cruise Terminals

Personnel Classification	Maximum Raw Hourly Rate per Classification	Multiplier	Maximum Contract Hourly Rate per Classification
Program Manager	$60.00	2.85	$171.00
Quality Assurance Officer	$60.00	2.85	$171.00
Senior Project Manager / Senior Consultant	$60.00	2.85	$171.00
Senior Port Planner	$60.00	2.85	$171.00
Senior Claims Analyst	$60.00	2.85	$171.00
Project Manager	$55.00	2.85	$156.75
Senior Architect	$55.00	2.85	$156.75
Senior Engineer (i.e., Civil, Structural, Electrical, Marine, etc.)	$55.00	2.85	$156.75
Senior Cost Estimator	$55.00	2.85	$156.75
Senior Construction Manager	$55.00	2.85	$156.75
Construction Manager	$45.00	2.85	$128.25
Architect	$45.00	2.85	$128.25
Engineer (i.e., Civil, Structural, Electrical, Marine, etc.)	$45.00	2.85	$128.25
LEED Administrator	$45.00	2.85	$128.25
Senior Technical Support *(licensed)*	$45.00	2.85	$128.25
Junior Engineer/Architect	$35.00	2.85	$99.75
Project Scheduler	$35.00	2.85	$99.75
Senior CADD/REVIT	$35.00	2.85	$99.75
Senior Technical Support *(non-licensed)*	$35.00	2.85	$99.75
CADD/REVIT	$25.00	2.85	$71.25
Administrative/Clerical	$25.00	2.85	$71.25

Multiplier for Office Personnel	2.85
Multiplier for Field Personnel	2.25
Flat Rate for Principals (Maximum)	$130/hour