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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

MIAMI-DADE COUNTY

Date: March 3, 2009

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

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

From: George M. Burgess
County Manager

Resolution No. R-202-09

Subject: Contract Award Recommendation for Port of Miami 2035 Master Plan Project No: E08-SEA-03; Contract No: E08-SEA-03, to Bermello, Ajamil & Partners, Inc.

Recommendation

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

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

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

Scope

PROJECT NAME: Port of Miami 2035 Master Plan

PROJECT NO: E08-SEA-03

CONTRACT NO: E08-SEA-03

PROJECT DESCRIPTION:

Professional Services Agreement for the Development of the Port of Miami 2035 Master Plan. The Master Plan is envisioned to update the Port's cargo, cruise and ferry land-use plans. The Master Plan must be based on sound market research and the Port's Economic Impact Study to assist in providing a 5, 15, and 25 year forecast of cruise and cargo traffic for the Port. It also includes a strength, weakness, opportunity, and threat (SWOT) analysis with other global, regional, and local ports, a 5-year Capital Improvement Program, a business model to provide the framework to implement the Master Plan, and any supportive task ancillary to the primary scope of services.

The Master Plan must address current and future market demands; security concerns; traffic circulations; incorporate environmental analyses; stormwater and climate change programming analysis; infrastructure improvement analysis; information technology analysis; concession/retail analysis; update and incorporate the latest Port of Miami way-finding and landscaping master plan; incorporate input from stakeholders, customers, and various County and State agencies; as well as any supportive ancillary tasks pertinent to the primary scope of services.

PROJECT LOCATION: Port of Miami

PROJECT SITES:

SITE #	LOCATION 1	DIST	ESTIMATE	T-S-R
#75006	1015 N AMERICA WAY 33132	5	$1,265,000.00	54-06-42

PRIMARY COMMISSION DISTRICT: District 5 Bruno A. Barreiro

APPROVAL PATH: Board of County Commissioners

OCI A&E PROJECT NUMBER: E08-SEA-03

USING DEPARTMENT: Miami-Dade Seaport Department

MANAGING DEPARTMENT: Miami-Dade Seaport Department

Fiscal Impact / Funding Source

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

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

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

FUNDING SOURCE:

SOURCE	AMOUNT
Seaport Revenues	$1,265,000.00

PTP FUNDING: No

GOB FUNDING: No

CAPITAL BUDGET PROJECTS:	CAPITAL BUDGET PROJECT # - DESCRIPTION	AWARD ESTIMATE
	999999999- Book Page: Non Capital Project Funding Year: 2008-09	$350,000.00
	999999999- Book Page: Non Capital Project Funding Year: 2009-10	$915,000.00
	CAPITAL BUDGET PROJECTS TOTAL:	$1,265,000.00

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:

TYPE	CODE	DESCRIPTION
Prime	1.04	TRANSPORTATION PLANNING - PORT AND WATERWAY SYSTEMS PLANNING
Other	3.04	HIGHWAY SYSTEMS - TRAFFIC ENGINEERING STUDIES
Other	3.12	HIGHWAY SYSTEMS - UNDERWATER ENGINEERING INSPECTION
Other	5.01	PORT AND WATERWAY SYSTEMS - ENGINEERING DESIGN
Other	5.02	PORT AND WATERWAY SYSTEMS - ARCHITECTURAL DESIGN
Other	5.05	PORT AND WATERWAY SYSTEMS - CARGO TERMINAL DESIGN
Other	5.08	PORT AND WATERWAY SYSTEMS - MARINE ENGINEERING DESIGN
Other	5.09	PORT AND WATERWAY SYSTEMS - ENVIRONMENTAL DESIGN
Other	5.10	PORT AND WATERWAY SYSTEMS - TRANSPORTATION SYSTEMS DESIGN
Other	6.01	WATER AND SANITARY SEWER SYSTEMS - WATER DISTRIBUTION AND SANITARY SEWAGE COLLECTION AND TRANSMISSION SYSTEMS
Other	15.03	UNDERGROUND UTILITY LOCATION
Other	20.00	LANDSCAPE ARCHITECTURE
Other	21.00	LAND-USE PLANNING

NTPC'S DOWNLOADED: 132

PROPOSALS RECEIVED: 3

CONTRACT PERIOD:	1460 Days. Two (2) years: Master Planning with two (2) one-year periods over the effective two year term at the discretion of the County Mayor or County Mayor's designee which equals four years.
CONTINGENCY PERIOD:	0 Days.
IG FEE INCLUDED IN BASE CONTRACT:	Yes
ART IN PUBLIC PLACES:	No
BASE ESTIMATE:	$1,145,455.00
BASE CONTRACT AMOUNT:	$1,150,000.00

OPTION TO EXTEND:

AMOUNT:	DAYS:	EXTENSION COMMENT:
$0.00	730	The County Mayor or County Mayor's designee has the authority to extend the contract duration with no increase in the contract amount, for two (2) one-year periods.

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

TYPE	PERCENT	AMOUNT	COMMENT
PSA	10%	$115,000.00	

TOTAL DEDICATED ALLOWANCE:	$0.00
TOTAL AMOUNT:	$1,265,000.00

Track Record / Monitor

SBD HISTORY OF VIOLATIONS:	None
EXPLANATION:	A Notice to Professional Consultants (NTPC) was advertised on October 1, 2008. There were three proposals submitted on October 29, 2008, in response to the NTPC. All of the proposers were found responsive in meeting the minimum requirements listed in the NTPC. The Competitive Selection Corrrrnittee (CSC) conducted a First-Tier Screening on November 10, 2008 to evaluate the proposals received. All three firms were evaluated in accordance with Administrative Order 3-39. The final ranking of the firms were as follows: Firm No. 1, Bermello, Ajamil & Partners, Inc. received 429 points; Firm No. 2, Post, Buckley, Schuh & Jernigan, Inc. received 385 points; and Firm No. 3, TranSystems Corporation Consultants received 353 points.

Based on their professional expertise, the CSC determined that Bermello, Ajamil & Partners, Inc. was the most qualified team to perform the work. As a result of said determination and by a majority vote, the CSC decided to forego Second-Tier Screenings and recommended that negotiations be conducted with Bermello, Ajamil & Partners, Inc. The County Manager concurred with the CSC and on December 5, 2008, the first negotiation meeting was held.

The Consultant is to provide engineering services to develop the Port of Miami 2035 Master Plan. The Master Plan is envisioned to update the Port's cargo, cruise and ferry capital development plans and create a sustainable and viable business model for the Port of Miami. The Master Plan must be based on sound market research, the Port's Economic Impact Study, and the Port's partnering agreements to assist in providing a 5, 15 and 25 year forecast of cruise and cargo traffic for the Port. It also includes a strength, weakness, opportunity and threat (SWOT) analysis with other global, regional and local ports, a business model to provide the framework to implement the Master Plan, and any supportive task ancillary to the primary scope of services.

According to the Firm History Report as provided by the Department of Small Business Development, Bermello, Ajamil & Partners, Inc. has previously performed work for the County through contracts with the Department of Environmental Resources Management (DERM), Parks and Recreation (PR), Miami International Airport (MIA) and the Seaport. No evaluations were found for this company in the Capital Improvements Information System (CIIS); however, project managers from the Seaport, MIA and PR were contacted and provided a satisfactory review for the company. DERM confirmed that the work was performed and completed.

After negotiations, the Negotiation Committee arrived at a lump sum amount that was fair and reasonable for engineering services required in the development of the Port of Miami 2035 Master Plan. Based on the above, it is recommended that this agreement be awarded in the amount of $1,265,000.00 to Bermello, Ajamil & Partners, Inc.

SUBMITTAL DATE:	10/29/2008
ESTIMATED NOTICE TO PROCEED:	3/10/2009
PRIME CONSULTANT:	Bermello, Ajamil & Partners, Inc.
COMPANY PRINCIPAL:	Willy A. Bermello
COMPANY QUALIFIERS:	Willy A. Bermello and Luis Ajamil
COMPANY EMAIL ADDRESS:	wbermello@bermelloajamil.com
COMPANY STREET ADDRESS:	2601 South Bayshore Drive, 10th Floor

S

COMPANY CITY-STATE-ZIP: Miami, Florida 33133

YEARS IN BUSINESS: 69

PREVIOUS EXPERIENCE WITH COUNTY IN THE LAST FIVE YEARS: According to the Firm History Report, as provided by the Department of Small Business Development, within the last five years, Bermello, Ajamil & Partners, Inc. has received four (4) Contracts through the Equitable Distribution Program with a total value of $399,932. In addition, the report identifies two (2) Change Orders that were approved by the Board of County Commissioners within the last five years with a total value of $4,938,100 for an Aviation Contract awarded eight (8) years ago on August 31, 2001.

SUBCONSULTANTS:
David Plummer & Associates, Inc.
F.R. Aleman and Associates, Inc.
Labozan Associates, Inc.
John C. Martin Associates, LLC
Triangle Associates, Inc.
Westhorp & Associates, Inc.

MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS: No

REVIEW COMMITTEE: **MEETING DATE:** 8/20/2008 **SIGNOFF DATE:** 8/20/2008

RESPONSIBLE WAGES: No

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:

TYPE	GOAL	ESTIMATED VALUE	COMMENT
CBE	15.00%	$189,750.00	
CWP	0.00%	0	Not Applicable

MANDATORY CLEARING HOUSE: Yes

CONTRACT MANAGER NAME/PHONE/EMAIL: Maria Cerna (305) 347-4916 MCerna@miamidade.gov

PROJECT MANAGER NAME/PHONE/EMAIL: Becky Hope (305) 347-4972 bhope@miamidade.gov

Background

BACKGROUND: The Port of Miami's 2020 Master Plan developed in 2000 contains a 20-year outline for future development. With global changes impacting the industry and the ever changing marking trends, the Port of Miami must re-evaluate its master plan for future development in order to maintain its viability as one of the largest and busiest Ports in the State of Florida. Some of the driving forces, among others include, the post Panamax ships and cranes, Panama Canal expansion, competition from domestic and foreign ports, and new technology.

BUDGET APPROVAL FUNDS AVAILABLE:	OSBM DIRECTOR	01-29-09 DATE
APPROVED AS TO LEGAL SUFFICIENCY:	COUNTY ATTORNEY	2-2-09 DATE
CAPITAL IMPROVEMENTS CONCURRENCE: GN 2/3	OCI DIRECTOR	2-3-09 DATE
	ASSISTANT COUNTY MANAGER	2-2-09 DATE
CLERK DATE		DATE

MEMORANDUM

(Revised)

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

DATE: March 3, 2009

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

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

Please note any items checked.

_____ **"4-Day Rule" ("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**

_____ **Bid waiver requiring County Mayor's written recommendation**

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

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(Q)(1)(B)
3-3-09

RESOLUTION NO. **R-202-09**

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND BERMELLO, AJAMIL AND PARTNERS, INC. FOR THE PORT OF MIAMI 2035 MASTER PLAN UPDATE IN THE AMOUNT OF $1,265,000, CONTRACT NO. E08-SEA-03; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY TERMINATION AND RENEWAL PROVISIONS THEREIN

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

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

Section 1. Approves the execution of a Professional Services Agreement between Miami-Dade County and Bermello, Ajamil and Partners, Inc. in the amount of $1,265,000 for the Port of Miami 2035 Master Plan update, in substantially the form attached hereto and made part hereof.

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

The foregoing resolution was offered by Commissioner **Jose "Pepe" Diaz** , who moved its adoption. The motion was seconded by Commissioner **Dorrin D. Rolle** and upon being put to a vote, the vote was as follows:

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

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

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

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

HARVEY RUVIN, CLERK

By: **Kay Sullivan**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Richard Seavey

Exit

Miami-Dade Seaport Department

Contract Funding Sources

CONTRACT NO: E08-SEA-03

CURRENT CONTRACT E08-SEA-03 FUNDING SOURCE:

Action	Funding Source	E08-SEA-03 Amount
None	Future Series 2009 Capital Asset Bond	$1,265,000.00

ADDITIONAL FUNDING SOURCE:

ACTION	FUNDING SOURCE	Amount
None		0

Exit

MIAMI-DADE COUNTY

MEMORANDUM

DATE: November 6, 2008

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

FROM: Penelope Townsley, Director
Department of Small Business Development

SUBJECT: Compliance Review
Project No. E08-SEA-03
Port of Miami 2035 Master Plan

Department of Small Business Development (SBD) has completed its review of the above-referenced 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 Miami-Dade Office of Capital Improvements has submitted proposals from TranSystems Corporation Consultants (#1), Post, Buckley, Schuh & Jernigan, Inc. (#2), and Bermello, Ajamil & Partners, Inc. (#3) for compliance review.

TranSystems Corporation Consultants (#1) submitted the required Letters of Agreement that listed CBE sub-consultants HSQ Group, Inc. to perform W &S Sewer System-Water Distribution & Sanitary Sewage Collection and Land-Use Planning at 12% and Rosenberg Design Group, Inc. DBA Rosenberg Gardner Design to perform Landscape Architecture at 3%. TranSystems Corporation Consultants is in compliance with the CBE Participation Provisions.

Post, Buckley, Schuh & Jernigan, Inc. (#2) submitted the required Letter of Agreement that listed CBE sub-consultant Nova Consulting, Inc. to perform Port & Waterway Systems-Engineering Design, Port & Waterway Systems-Environmental Design, and W & S Sewer System-Water Distribution & Sanitary Sewage Collection at 15%. Post, Buckley, Schuh & Jernigan, Inc. is in compliance with the CBE Participation Provisions.

Bermello, Ajamil & Partners, Inc. (#3) submitted the required Letters of Agreement that listed CBE sub-consultants Triangle Associates, Inc. to perform at Highway Systems-Underwater Engineering Inspection, W & S Sewer System-Water Distribution & Sanitary Sewage Collection, and General Civil Engineering at 10% and Westhorp & Associates, Inc. to perform Environmental Engineering-Stormwater Drainage Design Services and General Civil Engineering at 5%. Bermello, Ajamil & Partners, Inc. is in compliance with the CBE Participation Provisions.

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

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

PT: vow

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

Dept. of Business Development
Project Worksheet

DEPARTMENT OF BUSINESS DEVELOPMENT

Project Contract Title: PORT OF MIAMI 2035 MASTER PLAN (SIC 871)
RC Date: 08/20/2008
Project/Contract No: E08-SEA-03
Funding Source: SEAPORT LOANS
Item No: 1-02
Department: SEAPORT
Estimated Cost of Project/Bid: $1,260,000.00
Resubmittal Date(s):
Description of Project/Bid: TO ESTABLISH A CONTRACT FOR THE DEVELOPMENT OF THE PORT OF MIAMI 2035 MASTER PLAN. THE MASTER PLAN MUST BE BASED ON SHIP AND MARKET RESEARCH AND THE PORT'S ECONOMIC IMPACT STUDY TO ASSIST IN PROVIDING A 5, 15, AND 25 YEAR PORT COST OF CRUISE AND CARGO TRAFFIC FOR THE PORT. ADDITIONALLY, IT MUST ADDRESS CURRENT AND FUTURE MARKET DEMAND SECURITY CONCERNS, TRAFFIC CIRCULATIONS, INCORPORATE ENVIRONMENTAL ANALYSIS, STORMWATER ANALYSIS, CHANGE PROGRAMMING ANALYSIS, INFRASTRUCTURE IMPROVEMENT ANALYSIS, AND INFORMATION TECHNOLOGY ANALYSIS TO AMPLIFY

Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	CBE	15.00%

Reasons for Recommendation

This project meets all the criteria set forth in A.O. 3-33, Section V

Term of two (2) years with an option to extend for an additional two (2) one (1) year periods for up to four (4) years

SIC 871 - Architectural and Engineering Services

Analysis for Recommendation of a Goal

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
HIGHWAY SYSTEMS/TRAFFIC ENGINEERING STUDIES	CBE	$63,000.00	5.00%	12
LANDSCAPE ARCHITECTURE	CBE	$63,000.00	5.00%	8
W & S SEWER SYS/WATER DIST & SANITARY SEWAGE COLL	CBE	$63,000.00	5.00%	46
	Total	$189,000.00	15.00%	

Living Wages: YES ___ NO X
Responsible Wages: YES ___ NO X

Ordinance 96-143 is applicable to all construction projects over $100,000 that do not utilize Federal Funds

REVIEW COMMITTE RECOMMENDATION

Tier 1 Set Aside ___

Set Aside ___ **Level 1** ___ **Level 2** ___ **Level 3** ___

Trade Set Aside (MCC) ___ **Goal** 15% **Bid Preference** ___

No Measure ___ **Deferred** ___ **Selection Factor** ___

Chairperson, Review Committee — Date 8-20-08 — County Manager — Date

DBD/R0090 v. 2005101

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DEPARTMENT OF BUSINESS DEVELOPMENT

MIAMI DADE COUNTY
A&E Firm History Report
From: 02/02/2004 **To:** 02/02/2009

FIRM NAME: BERMELLO, AJAMIL & PARTNERS, INC.
2601 S Bayshore Dr, 10 Floor
Miami, FL 33133

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
EDP-SP-06.061-G	1	SP	NO MEASURE	06/13/2007	$187,274.00	$0.00	$0.00		* H.J. ROSS ASSOCIATES, INC. - $0.00
TERMINALS B & C RENOVATIONS - GANGWAYS									
					$187,274.00				
EDP-SP-06.061-G-2	1	SP	NO MEASURE	01/09/2008	$90,000.00	$0.00	$0.00		* H.J. ROSS ASSOCIATES, INC. - $0.00
TERMINALS B & C RENOVATIONS - GANGWAYS PH2									
					$90,000.00				
EDP-PR-SR-592500-02-002	1	PR	NO MEASURE	10/15/2008	$30,000.00	$0.00	$0.00		
MIAMI METROZOO ADA BARRIER REMOVAL									
					$30,000.00				
EDP-SP-06.61-G-3	1	SP	NO MEASURE	11/17/2008	$92,658.00	$0.00	$0.00		* H.J. ROSS ASSOCIATES, INC. - $0.00
TERMINALS B & C RENOVATIONS - GANGWAYS PH3									
					$92,658.00				

Total Award Amount	**$399,932.00**
Total Change Orders Approved by BCC	**$4,938,100.00**
	$5,338,032.00
Total Change Orders Approved After Requested Date Range	**$0.00**
Total Change Orders Pending	**$0.00**
	$5,338,032.00

* Indicates closed or expired contracts

Change Orders without dates are pending BCC approval

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

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OFFICE OF CAPITAL IMPROVEMENTS
CAPITAL IMPROVEMENTS INFORMATION SYSTEM

Tuesday, February 03, 2009

All Contracts for FEIN 591722486

Bermello, Ajamil & Partners, Inc.

DST	DPT	Type	Contract	Name	Location / Contractor	Estimated Completion Date	Total Award	Last Status Date	% Complete / Status *
0	PR	PSA	A99-PARK-01-05	Miscellaneous Architectural and Engineering Prof	Bermello, Ajamil & Partners, I	9/25/2004	$1,000,000	10/6/2004	100% / Complete
0	DE	PSA	E01-DERM-04, EP-13B	Consultants for Civil Engineering Consulting Ser	Bermello, Ajamil & Partners, I	12/18/2003	$500,000	6/7/2005	100% / Complete
5	SP	PSA	E01-SEA-01-2	Cruise Terminal Improvements	Bermello, Ajamil & Partners, I	5/15/2005	$2,000,000	4/8/2008	100% / Closed
5	SP	PSA	E08-SEA-03	Port of Miami 2035 Master Plan	Bermello, Ajamil & Partners, I	N/A	$1,150,000	1/23/2009	0% / Not Started
3	GS	PSA	W70308/Z00051	Design Services for the Renovation of the Joseph	Bermello, Ajamil & Partners, I	N/A	$1,418,571		0% / N/A
0	SP	EDP	EDP-SP-06.061-G	TERMINALS B & C RENOVATIONS - GANGWAYS	BERMELLO, AJAMIL & PARTNERS, INC.	6/13/2007	$100,000		0% / On Schedule
0	SP	EDP	EDP-SP-06.061-G-2	TERMINALS B & C RENOVATIONS - GANGWAYS PH2	BERMELLO, AJAMIL & PARTNERS, INC.	1/9/2008	$90,000		0% / On Schedule
					Totals:	7	$6,258,571		

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

Contracts Status View | Exit | Projects | Goto Top

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Memorandum

MIAMI-DADE COUNTY

Date: November 12, 2008

To: George M. Burgess
County Manager

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

Subject: NEGOTIATION AUTHORIZATION
Miami-Dade Seaport Department (Seaport)
Port of Miami 2035 Master Plan
OCI Project No. E08-SEA-03

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

OCI Project No.: E08-SEA-03

Project Title: Port of Miami 2035 Master Plan

Scope of Services: The scope of services consists of the Development of the Port of Miami 2035 Master Plan: The Master Plan is envisioned to update the Port's cargo, cruise and ferry capital development plans to create a sustainable and viable business model for the Port of Miami. The Master Plan must be based on sound market research, the Port's Economic Impact Study, and the Port's partnering agreements to assist in providing a 5, 15, and 25 year forecast of cruise and cargo traffic for the Port. It also includes a strength, weakness, opportunity, and threat (SWOT) analysis with other global, regional, and local ports, a business model to provide the framework to implement the Master Plan, and any supportive task ancillary to the primary scope of services.

The Master Plan must address current and future market demands; security concerns; land-use studies; planning and zoning analyses; berthing analyses and studies for both cruise and cargo areas; mooring improvements analyses for both cruise and cargo areas; traffic circulations and parking analyses; incorporate environmental analyses; storm water and climactic change programming analysis; infrastructure improvement analysis; urban sustainability; information technology analysis; concession/retail analysis; update and incorporate the latest Port of Miami way-finding and landscaping master plan; incorporate input from stakeholders, customers, and various County and State agencies; as well as any supportive ancillary tasks pertinent to the primary scope of services, including order of magnitude estimates and preliminary implementation schedules.

Term of contract: This project is for one non-exclusive Professional Services Agreement. The term of the contract is for two (2) years plus two one-year options for a total of four years. The two one-year options to extend are based solely on the approval of the County Mayor or County Mayor's designee. Maximum compensation is for one million, one hundred and forty five thousand, four hundred and fifty five dollars, ($1,145,455.00), plus contingency in accordance with Ordinance 00-65. No minimum amount of work or compensation will be assured to the retained consultant. The County reserves the right to re-use the work products of the retained consultant and to retain other consultants to provide the same or similar services at its sole discretion.

Review Committee: The Review Committee recommended a 15% Community Business Enterprise (CBE) goal on August 20, 2008.

Date of County Manager's approval to advertise/initiate: September 03, 2008.

Number of proposals received: Three (3)

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

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

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

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

1. Félix Pereira, Seaport
2. José M. Fernández, Seaport
3. Rodney J. Lovett, WASD

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

RANKING OF RESPONDENTS
SELECTION FOR PSA NEGOTIATION
ONE (1) AGREEMENT with 15% CBE GOALS

1. Bermello, Ajamil and Partners, Inc.

The following teams of firms are the alternates:

1. Post, Buckley, Schuh and Jernigan, Inc.

2. Transystems Corporation Consultants

If approved, the Negotiation Committee is to proceed with the agreement negotiations pursuant to Section 6 of the above-mentioned Code, and submit the signed agreement(s) ready to be presented to the County Commission for final approval to this office no later than 60 days from the date of this memorandum. Along with the signed agreement(s), transmit a cover memorandum from the Negotiation

Committee to the County Manager to include the below listed information, for submission to the Board of County Commissioners as an attachment to the County Manager's memorandum to the Board:

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

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

Authorization to negotiate is:

Ysella Llort 11-18-08

Approved Date Not Approved Date

Attachments:
1. List of Respondents
2. First-Tier Final Ranking Report

c: Clerk of the Board of County Commissioners
Ysella Llort, Assistant County Manager
Bill Johnson, Miami-Dade Seaport Department, Director
Competitive Selection Committee

MIAMI-DADE COUNTY

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DADE COUNTY, FLA.
#1

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

LIST OF RESPONDENTS

OCI Project Name: PORT OF MIAMI 2035 MASTER PLAN
OCI Project No.: E08-SEA-03
Measures: 15% Community Business Enterprises
Number of Agreements: 1
Contract Type: PROJECT SPECIFIC
Submittal Date: 10/29/2008

Submittal No: 1 **Prime Local Preference:** No
Prime Name: TRANSYSTEMS CORPORATION CONSULTANTS **FEIN No.:** 430839725
Trade Name:

Subs Name	Trade Name	Subs FEIN No.
a. CH2M HILL, INC.		590918189
b. COASTAL SYSTEMS INTERNATIONAL, INC.		650543399
c. HSQ GROUP, INC.		202052928
d. ROSENBERG DESIGN GROUP, INC. DBA ROSENBERG GARDNER DESIGN	DBA ROSENBERG GARDNER DESIGN	650410637
e. OLMEDILLO X 5, INC.		412034399
f. TBE GROUP, INC.		592367433
g. NODARSE & ASSOCIATES, INC.		593086122

Submittal No: 2 **Prime Local Preference:** Yes
Prime Name: POST, BUCKLEY, SCHUH & JERNIGAN, INC. **FEIN No.:** 590896138
Trade Name: PBS&J

Subs Name	Trade Name	Subs FEIN No.
a. VICKERMAN & ASSOCIATES, LLC		262761522
b. NOVA CONSULTING, INC.		650577672
c. CONSULTING ENGINEERING & SCIENCE, INC.		592095013
d. ROSS & BARUZZINI, INC.		430787438
e. CRAIG A. SMITH & ASSOCIATES, INC.		592010476
f. REAL ESTATE RESEARCH CONSULTANTS, INC.		592762682
g. NORBRIDGE, INC.		043190630

MIAMI-DADE COUNTY

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MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

LIST OF RESPONDENTS

OCI Project No.: E08-SEA-03
Measures: 15% Community Business Enterprises
Number of Agreements: 1
Contract Type: PROJECT SPECIFIC
Submittal Date: 10/29/2008

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. TRIANGLE ASSOCIATES, INC.		650671382
b. F.R. ALEMAN AND ASSOCIATES, INC.		592751524
c. DAVID PLUMMER & ASSOCIATES, INC.		591810619
d. WESTHORP & ASSOCIATES, INC.		650807883
e. LABOZAN ASSOCIATES, INC.		261984415
f. JOHN C. MARTIN ASSOCIATES, LLC		521473137

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

FIRST TIER RANKING REPORT

OCI Project Name: PORT OF MIAMI 2035 MASTER PLAN

OCI Project No: E08-SEA-03

Measures: 15% Community Business Enterprises

Number of Agreements: 1

Project Type: PROJECT SPECIFIC

Submittal Date: 10/29/2008

Meeting Date: 11/10/2008

		Cr. 1A Points (Max. 50)	Cr. 2A Points (Max. 20)	Cr. 3A Points (Max. 20)	Cr. 4A Points (Max. 5)	Cr. 5A Points (Max. 5)	Total Points
FERNANDEZ, JOSE M							
TRANSYSTEMS CORPORATION CONSULTANTS		35	15	15	4	3	72
POST, BUCKLEY, SCHUH & JERNIGAN, INC.	(LP)	38	15	15	5	3	76
BERMELLO, AJAMIL & PARTNERS, INC.	(LP)	45	18	18	3	5	89
LOVETT, RODNEY J							
TRANSYSTEMS CORPORATION CONSULTANTS		30	15	15	2	5	67
POST, BUCKLEY, SCHUH & JERNIGAN, INC.	(LP)	20	10	18	4	5	57
BERMELLO, AJAMIL & PARTNERS, INC.	(LP)	40	20	14	3	5	82
ONA, LEANDRO							
TRANSYSTEMS CORPORATION CONSULTANTS		36	16	16	4	3	75
POST, BUCKLEY, SCHUH & JERNIGAN, INC.	(LP)	42	17	16	3	5	83
BERMELLO, AJAMIL & PARTNERS, INC.	(LP)	43	17	16	2	5	83
PEREIRA, FELIX							
TRANSYSTEMS CORPORATION CONSULTANTS		30	13	10	3	2	58
POST, BUCKLEY, SCHUH & JERNIGAN, INC.	(LP)	40	15	17	5	5	82
BERMELLO, AJAMIL & PARTNERS, INC.	(LP)	45	18	19	3	5	90
QUINTANA, ILEANA							
TRANSYSTEMS CORPORATION CONSULTANTS		43	16	16	3	3	81
POST, BUCKLEY, SCHUH & JERNIGAN, INC.	(LP)	46	18	17	2	4	87
BERMELLO, AJAMIL & PARTNERS, INC.	(LP)	45	17	18	1	4	85

TOTALS AND FIRST TIER RANKING

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

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

FIRST TIER RANKING REPORT

PRELIMINARY RANKING

Prime Firm Name		Prelim. Points	System Rank	LP Rank	Cr. 1A TBR	Cr. 2A TBR	Cr. 3A TBR	Prelim. Rank
BERMELLO, AJAMIL & PARTNERS, INC.	(LP)	417	1	1				1
POST, BUCKLEY, SCHUH & JERNIGAN, INC.	(LP)	366	2	2				2
TRANSYSTEMS CORPORATION CONSULTANTS		337	3	3				3

FINAL RANKING

Prime Firm Name		Prelim. Points	Cr. 4A Points	Total Points	System Rank	LP Rank	Cr. 1A TBR	Cr. 2A TBR	Cr. 3A TBR	Cr. 4A TBR	Final Rank	OCI Final Rank
BERMELLO, AJAMIL & PARTNERS, INC.	(LP)	417	12	429	1	1					1	1
POST, BUCKLEY, SCHUH & JERNIGAN, INC.	(LP)	366	19	385	2	2					2	2
TRANSYSTEMS CORPORATION CONSULTANTS		337	16	353	3	3					3	3

Definitions

LP	Local Preferred Team
Cr.1A	Qualification of firms including the team members assigned to the Project.
Cr.2A	Knowledge and past experience of similar type projects.
Cr.3A	Past performance of the firms.
Cr.4A	Amount of work awarded and paid by the County.
Cr.5A	Ability of team members to interface with the County.
OCI	Office of Capital Improvements
TBR	Tie Breaker
Prelim. Points	Total Team Points - Criteria 4A Team Points

MIAMI-DADE COUNTY SEAPORT DEPARTMENT

NON-EXCLUSIVE PROFESSIONAL SERVICE AGREEMENT

PORT OF MIAMI 2035 MASTER PLAN

SEAPORT PROJECT NO. E08-SEA-03

DECEMBER 2008

Carlos Alvarez, Mayor

BOARD OF COUNTY COMMISSIONERS

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District 2
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District 9
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District 10
Joe A. Martinez
District 11
Jose "Pepe" Diaz
District 12
Natacha Seijas
District 13

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

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MIAMI-DADE SEAPORT DEPARTMENT

NON-EXCLUSIVE PROFESSIONAL SERVICE AGREEMENT

PORT OF MIAMI 2035 MASTER PLAN

PROJECT NO. E08-SEA-03

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ATTACHMENT B - CBE PROVISIONS
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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 BERMELLO, AJAMIL AND PARTNERS, 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 Port of Miami 2035 Master Plan Contract No. E08-SEA-03, as more specifically described in SECTION II– PROFESSIONAL SERVICES of this Agreement for the Dante B. Fascell Port of Miami-Dade, hereinafter referred to as the "PROJECT".

SECTION I – COUNTY OBLIGATIONS

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

The Director of the Miami-Dade County Seaport Department or his/her designee, hereinafter referred to as the "Director", reserves the right to guarantee the accuracy of information provided by

the COUNTY to the CONSULTANT. When such guarantee is provided in writing, the CONSULTANT shall not be compensated for independent verification of said information.

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

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

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

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

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

SECTION II – PROFESSIONAL SERVICES

Upon receipt of authorization to proceed from the Director, the CONSULTANT agrees to perform professional services associated with the requested work in accordance with the negotiated terms of the applicable Work Order. Said services may include, but shall not necessarily be limited to:

the development of the Port of Miami 2035 Master Plan. The Master Plan is envisioned to update the Port's cargo, cruise and ferry capital development plans to create a sustainable and viable business model for the Port of Miami. The Master Plan must be based on sound market research, the Port's Economic Impact Study, and the Port's partnering agreements to assist in providing a 5, 15 and 25 year forecast of cruise and cargo traffic for the Port. It also includes a strength, weakness, opportunity and threat (SWOT) analysis with other global, regional and local ports, a business model to provide the framework to implement the Master Plan, and any supportive task ancillary to the primary scope of services.

The Master Plan must address current and future market demands; security concerns; land-use studies; planning and zoning analysis; berthing analysis and studies for both cruise and cargo areas; mooring improvements analysis for both cruise and cargo areas; traffic circulations and parking analysis; incorporate environmental analysis; storm water and climactic change programming analysis; infrastructure improvement analysis; urban sustainability; information technology analysis; concession/retail analysis; update and incorporate the latest Port of Miami way-finding and landscaping master plan; incorporate input from stakeholders, customers, and various County and State agencies; as well as any supportive ancillary tasks pertinent to the primary scope of services, including order of magnitude estimates and preliminary implementation schedules. For a more detailed description of the scope of work, please refer to Attachment A, Bermello Ajamil & Partners, Inc. proposal dated December 16, 2008.

In connection with professional services to be rendered pursuant to this Agreement, the CONSULTANT further agrees to:

A. Maintain an adequate staff of qualified personnel to ensure completion within the terms specified in the applicable Work Order. The COUNTY has the right to approve and regulate the CONSULTANT's workforce and approve specific CONSULTANT employees. The COUNTY has the right to have any CONSULTANT employee removed from the work, if, in

the COUNTY's sole judgment, such employee's conduct or performance is detrimental to the project. The CONSULTANT shall not replace any employee in the team initially proposed by the CONSULTANT without prior COUNTY approval. The CONSULTANT shall submit a list of employees intended to be engaged in the work under this Agreement, including their classification and salary rates, as reported to the Internal Revenue Service (I.R.S.), as Attachment "A" to this agreement and made a part hereof.

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

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

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

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

F. Confer with the COUNTY at any time during the further development and implementation of improvements for which the CONSULTANT has provided design or other services as to interpretation of plans and other documents, correction of errors and omissions and preparation

of any necessary revisions thereof. The CONSULTANT shall not be compensated for the correction of CONSULTANT'S errors and omissions.

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

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

SECTION III – TIME FOR COMPLETION

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

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

SECTION IV– FORCE MAJEURE

Force Majeure shall mean an act of God, epidemic, lightning, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of a public enemy, or blockade, insurrection, riot,

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

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

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

SECTION V – COMPENSATION

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

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

1. The fee for services rendered by the CONSULTANT's personnel, principals excluded, shall be computed based on the direct salary cost, as reported to the Internal Revenue Service, for the time of said personnel engaged directly in the work, times negotiated multipliers of **2.90** for Office Personnel, **2.20** for Field Personnel. Office Personnel shall mean personnel that are located in the home offices of the CONSULTANT and or Sub-consultant(s). Field Personnel shall mean personnel that is performing duties outside of the home offices of the CONSULTANT and or Sub-consultant(s), for more than 30 days, but not considered permanent. Also, the home office still provides office space. This fee shall constitute full compensation to the CONSULTANT for costs incurred in the performance of the work such as overhead, fringe benefits, operating margin and all other costs not covered by reimbursable expenses. In no case the maximum rate of compensation including multiples of direct salary shall exceed **$150.00** per hour for the CONSULTANT and Sub-consultant(s) except as specifically provided herein. The COUNTY has the right to verify these multipliers through an audit.

2. The CONSULTANT and its Sub-consultants shall be compensated at the flat rate of **$100.00** 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).

   Willy Bermello _____ _____

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

3. Overtime work considered necessary and previously authorized by the Director in writing shall be compensated at time-and-a-half of the labor rate normally paid to the

employee, for personnel below the level of project engineer or project architect, as defined by the Director. Overtime is defined as work in excess of 40 hours per week. Principals shall not receive additional compensation for performance of overtime work.

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

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

6. All payments to Sub-consultant(s) employed hereunder shall be the sole responsibility of the CONSULTANT unless otherwise provided for herein or within a Work Order. The CONSULTANT shall not submit invoices, which include charges for services by Sub-consultant(s), unless such services have been performed satisfactorily and the charges are, in the opinion of the CONSULTANT, payable to such Sub-consultant(s).

The CONSULTANT shall promptly make all payments to such Sub-consultant(s) following receipt by the CONSULTANT of corresponding payment from the COUNTY. Prior to any payments to Sub-consultant(s), the CONSULTANT shall, if requested by the Director, furnish to the COUNTY a copy of the agreement(s) providing for such payments. Compensation rate to Sub-consultant(s) authorized by the Director as services shall not exceed the CONSULTANT's rates above unless otherwise approved in advance by the Director.

B. Lump sum Fee

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

C. Reimbursable Expenses

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

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

2. Expenses for travel (except commuting), transportation and subsistence by CONSULTANT's personnel in the furtherance of the work outside Miami-Dade County will be reimbursed according to the provisions of Florida Statutes Section 112.061 and

Miami-Dade County Administrative Order 6-1, as presently written or hereafter amended. The CONSULTANT shall obtain prior authorization from the Director or his/her designee, for all travel expenses. Failure to obtain such prior authorization shall be grounds for nonpayment of travel expenses. To be compensated for travel within Miami-Dade County, the CONSULTANT shall maintain accurate mileage records, in ink, and submit them with their invoices.

D. Maximum Compensation

The total of all payments to the CONSULTANT pursuant to this Agreement shall be the lump sum amount of **$1,150,000.00** so long as the performance of additional services, as outlined in Section VI hereof, is not necessary and authorized by the Director. It is understood that any unspent portion of the contract ceiling is to remain with the COUNTY.

E. Compensation for Other Services NOT APPLICABLE

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

1. Land and Engineering Field Survey

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

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

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

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

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F. COUNTY Discretion to Negotiate

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

SECTION VI – ADDITIONAL SERVICES (ALLOWANCE ACCOUNT)

In the event that a contingency necessitates the performance of additional services by the CONSULTANT after the **$1,150,000.00** 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 **$115,000.00*****$10%***.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

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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 form is included in the CBE Provisions as Attachment "B" to this agreement and made a part thereof. 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 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.

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:

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Martin Associates	**F.R. Aleman & Associates**
Triangle Associates, Inc.	**David Plummer & Associates**
Westhorp & Associates, Inc.	**Labozan Associates, Inc.**

In no case the maximum rate of compensation including multiples of direct salary for services rendered by the Sub-consultant(s) personnel, principals excluded, shall exceed the rate stipulated in Section V of this agreement, except as specifically provided herein. The COUNTY has the right to verify this multiplier through an audit. This fee shall constitute full compensation to the CONSULTANT for costs incurred in the performance of the work such as overhead, fringe benefits, operating margin and all other costs not covered by reimbursable expenses.

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

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

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

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

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

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

SECTION XVI - CERTIFICATION

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

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

SECTION XVII – TERMINATION OF AGREEMENT

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

SECTION XVIII – DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of **2** years effective term after its date of execution and upon issuance of Notice to Proceed to its first work order with an option to extend, at the discretion of the County Mayor or County Mayor's designee and the agreement of the Consultant, for **2** additional **1** 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.

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 completed professional services found acceptable to the COUNTY. 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 on a percentage of the professional services, which have been performed at 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 CONSULTANT for reasonable attorney's fees and court costs.

SECTION XX – INDEMNIFICATION AND INSURANCE

In accordance with Florida Statute 725.08, the CONSULTANT shall indemnify and hold harmless the COUNTY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the COUNTY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONSULTANT or its employees, agents, servants, partners

principals or subcontractors. CONSULTANT shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. CONSULTANT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the 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.

CONSULTANT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the 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 COUNTY 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 COUNTY participated either through review or concurrence of the CONSULTANT's actions. In reviewing, approving or rejecting any submissions by the CONSULTANT or other acts of the CONSULTANT, the COUNTY in no way assumes or shares any responsibility or liability of the CONSULTANT or Sub-consultant(s), the registered professionals (architects, engineers, planners, and/or CONSULTANTS) 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 maintain during the term of this agreement. and shall furnish to the Miami-Dade County, c/o Miami-Dade Seaport Department, (1015 N. America Way, 2nd Floor, Miami, Florida, 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.

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

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

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

or

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

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

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

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

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

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

SECTION XXII – APPLICABLE LAWS

The CONSULTANT agrees to abide and be governed by all Applicable Laws. Applicable Laws shall mean, whether singular or plural, all federal, state, county and local statutes, codes, laws, rules, regulations, ordinances, orders and standards applicable to the

Agreement, any other such law hereafter enacted, and any rules adopted pursuant thereto, as all such laws and rules may be amended from time to time. Applicable local laws and ordinances include but are not limited to the following, all as they may be amended from time to time:

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

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

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

D. The CONSULTANT shall comply with the financial disclosure requirements of Ordinance No. 77-13, as amended, by having on file or filing within thirty (30) days of the execution of this Agreement one of the following with the Supervisor of the Miami-Dade County Elections Department, P.O. Box 521550, Miami, FL 33152-1550:

(1) A source of income statement;

(2) A current certified financial statement;

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

SECTION XXIII – OFFICE OF MIAMI-DADE COUNTY INSPECTOR GENERAL

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits,

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

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

Upon ten (10) days written notice to the Contractor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the (Contractor/Vendor/Consultant's) possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files,

worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

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

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

The provisions in this section shall apply to the (Contractor/Vendor/Consultant), its officers, agents, employees, subcontractors and suppliers. The (Contractor/Vendor/Consultant) shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the (Contractor/Vendor/Consultant) in connection with the performance of this contract.

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

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f)

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concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Trust; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Trust may authorize the inclusion of the fee assessment of one-quarter (1/4) of one percent in any exempted contract at the time of award.

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

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

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

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

memoranda, instructions, financial documents, construction documents, bid and contract documents, back-charge document, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

SECTION XXIV – AFFIRMATIVE ACTION

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

SECTION XXV – PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS

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

SECTION XXVI - SANCTIONS FOR CONTRACTUAL VIOLATIONS

Proposal and contract documents shall provide that, notwithstanding any other penalties for firms that have discriminated in violation of Article VII of Chapter 11A of the Code, the COUNTY

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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.

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SECTION XXVIII – ERRORS AND OMISSIONS

It is specifically agreed that any changes categorized by the Seaport, as caused by an error, an omission or any combination thereof in the documents that were prepared by the CONSULTANT will constitute an additional cost to the Seaport that would not have been incurred without the error. The damages to the Seaport for errors, omissions or any combinations thereof shall be calculated as the total cost of any damages or incremental costs to Miami-Dade County resulting out of errors or omissions by the CONSULTANT.

Damages shall include delay damages caused by the error, omission or any combination thereof. Should the CONSULTANT disagree that all or part of such damages are the result of errors, omissions, or any combination thereof; the CONSULTANT may appeal this determination in writing to the Department's Director. The Department Director's decision on all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable.

SECTION XXIX – ENTIRETY OF AGREEMENT

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

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

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

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

ATTEST:

HARVEY RUVIN, CLERK OF THE BOARD

By: _____

ATTEST _____

By: _____
Corporate Secretary

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

By: _____
County Manager

Bermello Ajamil & Partners, Inc.

By: _____
President

(Corporate Seal)

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

ATTACHMENT "A"

BERMELLO AJAMIL & PARTNERS, INC.
PROPOSAL DATED: DECEMBER 16, 2008

Bermello Ajamil & Partners, Inc.

Architecture
Engineering
Planning
Interior Design
Landscape Architecture

December 16, 2008

Mr. Mike Ramos
A&E Consultant Selection Coordinator
Miami-Dade County
Office of Capital Improvements (OCI)
111 NW 1 Street, Suite 2130
Miami, Florida 33128-1909

RE: E08-SEA-03 Port of Miami 2035 Master Plan FINAL SUBMISSION

Dear Mr. Ramos:

Per our Negotiation meeting this AM I am enclosing the revised submission materials based upon the comments and requests proposed and accepted by all parties.

The following items are included in the submission package:

- **Scope of Services -** A revised scope of services is provided with the relevant changes highlighted base upon the requests by the committee in the second Negotiation Meeting. I have also provided a copy with no highlights to be used in the PSA;

- **Timeline –** A timeline coinciding with the revised scope of services is provided based upon the committee's request for a nine month project completion from the March 2 (Monday), 2009 start date;

- **Fee Submission –** A revised fee proposal is included illustrating the minor scope revisions. We have met the 15% goal based upon the $1,150,000.00 lump sum fee (actual is 15.03%); and,

- **Contingency –** The cost for the PIERS data to be used as part of the cargo market assessment can be included as requested for a lump sum of **$14,040.**

Please do not hesitate to contact me directly should you have any questions or comments prior to the meeting. I can be reached at (305) 301.5890 {mobile}, (954) 627-5106 {direct line} or by e-mail at mittel@bermelloajamil.com.

Sincerely,

Mark Ittel
Partner / Vice President – Ports and Maritime

Cc: Luis Ajamil, B&A
Enclosure

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PORT OF MIAMI
2035 MASTER PLAN
WORK PLAN

December 16, 2008

OBJECTIVE

The Master Plan is envisioned to update the Port of Miami's cargo, cruise and ferry capital development plans in order to create a sustainable and viable business model for the Port of Miami.

CURRENT SITUATION

The Port of Miami has been one of the most important cargo centers in the South Atlantic in recent times, and the leading Cruise Port in the World. Looking forward the port faces a number of challenges which require looking into the future to determine how to best position the Port to meet its mission and role within the community.

Understanding the issues and recognizing the opportunities and limitations will allow the creation of a realistic and functional Master Plan that can serve the Port of Miami well into the future.

Among the critical issues to study and evaluate as this new Master Plan is performed are the following:

- The location of the Port within the urban core of a major metropolitan area and its role in terms of the types of cargoes that move through it on a daily basis;
- The landlocked nature of an island port, and its ability to expand or not within the Biscayne Bay Aquatic Preserve;
- The economic impact and role in job creation within Miami-Dade County of the Port;
- The role that international trade will have on the future of the South Florida community;
- The realities of the inland transportation of freight, both between the port and the interstate highway system and beyond into the rest of the US hinterland, specifically the lack of rail to service the Port;
- The current economic condition of the Port and its ability to fund future capital programs; and,
- The mobilization and diversification of cruise outside of the US and Miami.

All of these issues are at the core of the Master Plan.

FUNCTIONS

The Master Plan needs to be prepared in a way so that it can serve several functions:

- Establishing a short and long-term capital program;
- Achieving consensus among the political leadership on the vision for the Port;
- Creating a justification document to support future environmental permits;
- Incorporation into the County's Land Use Plan as it's Port element; and,
- For potential use in seeking grants through the State and other functions.

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APPROACH

In assembling the scope of services our focus was on the foundation and formulation of a business plan based upon market assessment, current and planned agreements, the Port's recently completed Economic Impact Analysis and the assembly of 5, 15 and 25-year forecasts for cruise, ferry and cargo traffic for the Port of Miami to assist in the development of a strategic marketing plan and a framework for a hard infrastructure plan to meet the projected demands.

While addressing the core market demand assessment of the study, it is also noted that there are additional ancillary supportive tasks that must also be addressed. These are inclusive of security, land-use, berth and mooring assessments, infrastructure improvements and others that are pertinent to the long-term development and success of the Port of Miami.

The Scope of Services is divided into reviewing the current port context, key components to assemble a financially viable business plan based on market conditions and the additional ancillary tasks required that further address physical issues and challenges faced by the Port currently and into the future.

The interim deliverables listed below will be prepared in a manner whereby subsequently they will become the different sections of the final master plan.

SCOPE OF SERVICES TASKS INCLUDE:

- **TASK 1 - DATA COLLECTION AND INSPECTIONS**
- **TASK 2 - MAPPING**
- **TASK 3 – CARGO MARKET ASSESSMENT**
- **TASK 4 – CARGO FACILITY DEMAND**
- **TASK 5 - CRUISE AND FERRY MARKET ASSESSMENT**
- **TASK 6 – CRUISE AND FERRY FACILITY DEMAND**
- **TASK 7 – CONSTRAINTS**
- **TASK 8 – ALTERNATIVES**
- **TASK 9 – DETAILED ALTERNATIVES**
- **TASK 10 - SELECTION OF A PREFERRED PLAN**
- **TASK 11 – FINANCIAL PLAN**
- **TASK 12- FINAL MASTER PLAN**

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TASK 1 - DATA COLLECTION AND INSPECTIONS

1.1 Project commencement Workshop

The B&A Team will coordinate a kick-off meeting with the Port and its designated project steering team. Topics for discussion include:

- Confirmation of project goals and objectives;
- Agreement on the project schedule, timing and content of workshops, recordkeeping standards, communication with the Port, public notification of meetings, and preliminary and final submissions;
- Discussion of ongoing and/or planned Port projects, markets and tenants served, community issues and others items that serve to frame the context of the Plan update; and,
- Assembly and discussion of study materials including current tenant contracts – cruise and cargo; port tenant contracts and issues; concessions; public/private partnerships; economic impact analysis results; tunnel project update; and others to be identified.

1.2 Initial direction and strategy

The B&A Team and the Port will discuss the major policy direction for the Master Plan, which will provide the framework for the direction of the study. Amongst the major policy directions for discussion will be:

- Port's mission statement and organization;
- The role of the Port in the community;
- Growth strategies;
- Priorities;
- Port's last Master Plan, including Plan successes and limitations; and,
- Other topics to be identified by the Port of Miami.

1.3 Outreach strategy formulation

The B&A Team and the Port of Miami will establish an outreach plan for the project. Stakeholder outreach is an essential component of the 2035 Master Plan assembly and implementation. A successful outreach effort—one conducted using both one-on-one and group meetings—will help the Master Plan correctly identify strengths, weaknesses, opportunities and threats facing the Port over the long-term; allow for the exploration and selection of Port development directions and projects; and, increase the prospect of tenant, community and stakeholder acceptance of the overall Plan.

In particular a list of those companies, individuals and entities that may be contacted and involved in the effort will be identified. This outreach can be divided between users of the port, allied business groups, community groups, Government groups and service groups. These might be further divided into categories such as:

- Cargo;
    - Carriers;
    - POMTOC;

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    - Stevedores;
    - Major tenants;
    - Freight forwarders;
    - Miami Link;
    - Seaboard Marine;
- Cruise lines;
- Port tenants;
- Port service providers;
    - Rail lines;
    - Trucking companies;
- Government agencies;
    - Florida Department of Transportation;
    - MDX;
    - City of Miami;
    - CBP;
    - USCG;
- Miami-Dade County Departments;
    - Public Works;
    - Transit;
    - DERM;
    - Planning;
    - Water and Sewer;
    - Aviation;
    - Public Safety;
    - Fire;
- Community groups; and,
    - Greater Miami Chamber of Commerce;
        - New World Center Action Committee;
    - Greater Miami Convention and Visitors Bureau;
    - Beacon Council;
    - World Trade Center;
    - Environmental groups;
- Interested individuals.

We understand that the Port of Miami at any point in time is involved in negotiations and other dealings with some of these entities, and as such contacts will only be made once a strategy has been established and approved by the Port of Miami.

1.4 Current port facilities, infrastructure and planning efforts

Through review of existing plans, site inspection, and information derived through interview of Port staff, we will prepare an inventory of the physical infrastructure found at the Port of Miami. Items for review include:

- Port administrative area and properties;
- Marine channels, turning basins, and maneuvering areas;
- Configuration, size and condition of cargo berths;
- Size and condition of the container yards;
- Number, capacity and outreach of gantry cranes;
- Inventory and assessment of Port yard(s) equipment;
- Condition of other marine infrastructure such as gates and ro-ro platforms;
- Configuration, size and condition of cruise berths including bollards and fenders;

- Inventory of cruise terminals, including size, BCP facilities;
- Cruise passenger boarding bridges;
- Security facilities;
- Configuration, size and condition of support buildings;
- Security facilities and infrastructure;
- Capability and configuration of roadway(s) (internal and external), inclusive of traffic volumes and related data affecting Port of Miami operations;
    - Roadway;
    - Rail;
- Parking facilities;
- Utilities, inclusive of potable water, wastewater, storm water / drainage, solid waste, energy, communications and other facilities;
- Easements;
- Ecological and environmental conditions, including natural resources, estuarine conditions, and areas associated with dredged materials management;
- Current permit status;
- Natural disaster plans and related facilities;
- Surrounding land uses, long range planning, zoning, and other regulatory issues;
- Ongoing projects and planning efforts (internal and external); and,
- Other information to be identified.

The B&A Team will use the physical infrastructure review and assessment as the baseline for future business model development in the key areas of cruise, cargo and ferry operations. Additionally, exploration of any additional commercially viable alternatives may also require an audit of the overall properties within the port area.

The B&A Team has not included in this scope the following:

- Underwater mapping of environmental conditions;
- Hydrodynamic flushing models for the Port area; and,
- Surveys or aerials.

1.5 Historical statistics and financial information

The B&A Team will assemble historical Port operations data and statistics. Data will include:

- Historic levels of cargo;
    - Import;
    - Export;
    - Trans-shipment;
    - Containerized;
        - Lo-lo;
        - Ro-ro;
        - Refrigerated / cold storage;
    - Break-bulk;
- Origin and destination of port cargo;
- Cargo by line;
- Cruise volumes;
    - Homeport;
    - Port-of-call;
- Historical ferry passenger volumes;
- Berth utilization;

- Vessel throughput;
- Cruise itinerary offerings;
- Nature of vessel operations;
    - Length;
    - Beam; and,
    - Draft.
- Seasonality of vessel operations;
- Daily activity of cruises;
- Gate activity;
- Traffic volumes;
- Yard(s) operations; and,
- Other data to be identified.

We will also collect historic economic and financial data, including:

- Port charges;
- Historical revenues;
- General operational costs;
- Net revenues;
- Debt structures and debt service;
- Long-term agreements (discounts and guarantees);
- Long-term leases and other port agreements;
- Cruise line contracts; and,
- Other economic and financial data to be identified.

1.6 Inspections

The B&A Team will conduct an inspection of the Port facilities for the limited purpose of understanding their current state so that this information can be used in determining areas of concern for future planning. No testing or detailed inspections are included of any buildings, plant, piers or bulkheads. The B&A Team assumes such information is available from the Port.

■ TASK 2 - MAPPING

2.1 Base maps

The B&A Team will prepare a series of base maps for use in future planning. The maps will reflect the information gathered from the Port in Task 1 and will be based on surveys provided by the Port. Maps will be divided into the following categories which will be subsequently used in the final preparation of the Master Plan:

- Overall plan;
- Cruise terminal plan;
- Parking plan;
- Land use plan;
- Environmental mapping (within the Port and in the surrounding submerged areas);
- Berth plan – cargo and cruise;
- Container yard plan;
- Main utility runs and facilities;
- Transportation plan; and,
- Drainage plan.

Deliverables

1. Port base maps.

■ TASK 3 – CARGO MARKET ASSESSMENT

3.1 Profile current cargo carriers and shippers calling at the Port

The objective of this Task is to understand carriers' port selection process, operational and cost factors associated with port calls at the Port of Miami, future outlook for the use of the Port, and strengths and weaknesses of the Port versus competing ports.

Current and past carriers calling at the Port will be identified. Interviews will be conducted with each container and break-bulk carrier now calling at the Port. Interviews will be with each line's local representative as well as with U.S. based operational and marketing personnel. Relevant factors to be discussed during the interviews could include:

- Annual throughput at the Port of Miami and other ports-of-call in the South Atlantic;
- Strengths and weaknesses of the Port;
- Channel depth, special emphasis on the future required depths;
- Operational profile at the Port's terminals (labor productivity, crane productivity, terminal logistics and circulation);
- Terminal-side labor and operations;
- Stevedoring costs;
- Vessel/port rotation;
- Amount of trans-shipment activity;
- Distribution channels;
- Regional markets served;
- Dwell time of cargo;
- Terminal operational profile (productivity, delay times, including areas in need of improvement and strengths and weaknesses in each area);
- Transportation of cargo to and from the Port to rail yards;
- Lease arrangements at other ports;
- Port costs at the Port of Miami and competing ports (including tugs, pilots, wharfage, dockage, and others);
- Key shippers/consignees served via the Port of Miami and other ports of call;
- Projected throughput for each carrier;
- Planned new vessels on order, by vessel size and expected deployment;
- Factors underlying future throughput;
- Emerging markets;
- Outlook for major trades; and,
- Current or anticipated space or terminal requirements.

Carriers that called the Port in the past, but no longer calling at the terminals will also be interviewed to determine:

- Why service was discontinued;
- Comparison of ports now called on with the Port of Miami;
- Advantages/disadvantages of the Port and current ports called upon;
- Lease and concession arrangements at other ports; and,
- Outlook, by major trade.

Based on these interviews, the B&A Team will develop a detailed profile of operations at the Port's container and break-bulk facilities; competitive port costs; factors affecting port choice; local versus regional markets; key shippers/consignees; potential areas of congestion; and future projected throughput by facility, by carrier and trade route. Key shippers and hinterland drawing areas for the carriers will also be identified.

Consideration under this task will also be the development of a tunnel to the Port of Miami vs. the present situation.

3.2 Interview terminal operators and tenants

Terminal operators/stevedores/tenants will be interviewed as to expected throughput for the next five years, factors affecting the level of cargo, facilities' constraints and required investments, expansion plans at each terminal, potential markets and new areas of opportunity, competitive advantages/disadvantages of the Port, overall operating profiles, surface transportation access, etc.

In addition we will also ask them to identify opportunities and facility requirements to meet their needs.

3.3 Competitive cost evaluation

The B&A Team will define the Port's competitive position as to the cost of operations at the Port of Miami vs other ports for ocean carriers and the cost of shipping of goods by origin and destination. Analysis shall be commodity and trade lane specific. Cost analysis will consist of the following components:

- **Inland Costs**, consisting of rail and trucking costs between selected inland origins and destinations of current customers and the Port's marine terminals and competing ports;
- **Port Costs**, including stevedoring charges, terminal charges, pilotage, towing assists, and wharfage and dockage at the Port and competing ports; and,
- **Ocean Costs**, consisting of the ocean costs of moving cargo on various trade routes.

Cost analyses will be trade route specific and a separate analysis will be conducted for containerized cargo.

3.4 Identify growing trade routes and niche markets

The B&A Team will identify growing container markets in which the Port should focus marketing initiatives. Several sources will be used to identify these growth markets. First, as part of the carrier interviews, emerging and growth markets will be identified. Such markets will likely include the Caribbean, Central America, Africa, South American and Mexico, amongst others.

The second source used to identify growing markets will be a review of PIERS Trade Data (provided by the Port of Miami), as well as an analysis of the routes where new carrier service has increased. New trade routes from Asia using the expanded Suez Canal as well as future options relevant to the expansion of the Panama Canal will also be explored.

3.5 Quantify the current potential market

In this subtask, current potential markets will be aggregated by commodity and handling type.

3.6 Strengths, Weaknesses, Opportunities and Threats (SWOT) Assessment

Under this subtask, we will distill the data collected into a manageable set of issues and opportunities for the future of cargo operations to the Port of Miami. This will be achieved through a specific SWOT analysis of information collected. Strengths and weaknesses are internal to the Port and City; opportunities and threats are external. Global, regional and local port specific issues will be analyzed as part of this analysis. As not all these issues are of equal importance, critical items will be weighed and prioritized.

3.7 Estimate of future cargo throughput (unconstrained)

The B&A Team will prepare a series of cargo throughputs scenarios as described below. These scenarios at this stage will represent an unconstrained forecast based on no facility or transportation limitation.

Our forecasting approach combines statistical methods with a detailed analysis of specific commodities and the factors likely to influence them. This approach is more useful than macro-economic models that forecast U.S. trade at a national level and then allocate cargoes to coastal ranges and individual ports on the basis of historical shares. Furthermore, the intelligence gathered during the forecasting exercise helps ports to improve their understanding of the factors underlying the markets they serve and also is a valuable input to the strategic planning process.

Two sets of forecasts will be developed:

- The first set of forecasts will be for carriers and shippers/consignees now using the Port of Miami's facilities. The source of the projections will be derived from:
    - The findings of the interviews with the ocean carriers, terminal operators, tenants and the key shippers/consignees. In particularly the forecasts will use the carrier's fleet deployment plans, tonnage by trade route, and future vessel acquisition plans;
    - Existing long-term contracts and volume commitments;
    - The economic and population growth projections in key trading partners served by carriers calling facilities will be developed from reports prepared by Economic Attaché's at the respected countries' U.S. embassies. These country profiles will be supplemented with country economic data collected from United Nations, OECD, U.S. Department of Commerce, and World Bank country reports;
    - Forecasts of industry production levels for the industries represented by the key shippers/consignees now using the Port of Miami facilities will be developed from the Bureau of Economic Analysis; and,
    - Finally, in-house forecasts provided by the Port will be reviewed. Together, these sources will be used to develop consensus growth rates by trade route and commodity.

- The second set of forecasts will be for cargoes controlled by carriers and shippers/consignees not currently using the Port of Miami. These potential carriers and shippers and consignees were identified and evaluated previously:
    - To project the growth of potential markets not now served by the Port of Miami facilities, the following steps will be followed;
    - First, the current market potential by commodity and handling type will be developed as the output;

- Next, scenarios will be developed as to the likely number of new services or customers that could potentially call the Port's terminals. Interviews with the potential carriers and key shippers/consignees will provide the first source of trade route projections;
- Country growth rates, as developed from the sources identified above, will be used as a second input;
- Industry production forecasts will be a third source;
- In-house forecasts developed by the Port will be another source; and,
- Consensus growth rates will then be applied to the baseline current potential throughput by commodity or for containers (for carriers and customers not now using Port facilities).

Total future throughput will then be projected under several scenarios as to the likelihood of attracting new carriers and new commodities. These scenarios will be based on an identification of any discrete factors that are likely to have an impact on specific trade routes and markets during the next decade, as determined from the analysis of external factors.

It is to be emphasized that the primary value of forecasting is the information gained through the process itself. By discussing the potential impact of various factors on the target carriers and shippers/consignees and the probability of the Port's capturing a share of the identified potential through directed actions, the managers not only will gain insight into the factors most likely to be important in the future, but also will have a shared understanding as to what actions are most likely to achieve the desired goals.

3.8 Future cargo throughput section submission

The B&A Team will produce cargo forecasts for 5-, 15- and 25-year periods for the Port of Miami. The output of this task will include:

- Estimate of the cargo throughput at each of the Port's container facilities based on scenarios of growth in current customer traffic;
- Estimate of the future potential throughput by new carriers and shippers/consignees, and an assessment of the share of the potential market opportunities that the Port can successfully compete for in the region;
- Set of scenarios regarding future throughput based on an assessment of external factors beyond the control of the Port – such as the coordination in opening the Panama Canal in 2014;
- Forecasts will be based on assumptions as to future vessel size; and,
- Forecasts of truck traffic.

3.9 Workshop

A workshop presentation will be held with the Port of Miami to discuss the cargo projections.

Deliverables

1. Cargo forecast report.

■ TASK 4 – CARGO FACILITY DEMAND

4.1 Cargo berth demand

The B&A Team will convert the cargo forecasts by type of commodity into vessel calls as well in order to assess berth needs. This conversion will be based on the size of the vessels now calling and projected to be deployed on the various routes as well as likely vessel rotations. We will analyze berth by two methods:

- Historic throughput per berth or lineal feet of berth at the Port to forecast demand; and,
- Second will analyze the historical rotation patterns of cargo carriers to create a berth use model for each traffic type and determine berth demand.

In addition there will also be an assessment of the navigation, draft and marine needs for the berths.

4.2 Cargo yard demand

Associated with the potential market opportunities will be the types of facilities required based on the current operating profiles—covered storage vs. open storage, water depth, shed characteristics (clear span warehouses, refrigeration), cargo dwell times, cranes (heavy lift, container cranes, etc.), specialized facilities and yard handling equipment.

4.3 Service vessel and support

Identify locations for service facilities' including:

- Fuel barge berthing; and,
- Tugs berthing.

4.4 Cargo traffic forecasts

Based on the different cargo projections scenarios, the B&A Team will build a traffic model based on the following factors:

- Total volumes;
- TEU;
- Trans-shipment splits;
- Average cargo dwell time at the port; and,
- Rail vs. truck splits.

4.5 Off-site impacts

The analysis of the port's capacity or capabilities will take into account several scenarios of off-site facilities that will work with the port to increase throughput. The scenarios might consider the impact with and without these projects. Among these are:

- A new tunnel;
- Off-site multimodal;
- Off-site dry-port or distribution center; and,
- Rail corridor for freight and passengers.

4.6 Workshop

A workshop presentation will be held with the Port of Miami to discuss the cargo needs requirements.

Deliverables

1. Cargo facility demand report.

■ TASK 5 - CRUISE AND FERRY MARKET ASSESSMENT

5.1 Historical review for cruise and ferry operations

The B&A Team will update the historical database of cruise, ferry and other related passenger operations to the Port of Miami and other key regional homeports and ports of call influencing Port of Miami traffic capacities. Statistics for assembly and analysis include the following:

- Historic cruise, ferry and other passenger and related Roll-on/Roll-off (Ro-Ro) vehicle throughput and vessel calls;
- Nature of cruise passenger and Ro-Ro vessel operations;
    - In-transit port-of-call; and,
    - Homeport.
- Homeport operations in conjunction with other foreign ports;
- Length, breadth and draft of vessels;
- Seasonality of cruise vessel and ferry operations;
- Itinerary cruise sub-regions;
    - Eastern Caribbean;
    - Western Caribbean;
    - Southern Caribbean;
    - Bahamas;
    - Cruise-to-Nowhere;
    - Panama Canal;
    - Mexico;
    - South America;
    - US Coastal;
    - Transatlantic;
    - World; and,
    - Others.
- Length of cruise;
    - 3-4 day;
    - 5-5-4 days;
    - 5-7 days;
    - 8 day plus; and,
    - Longer.
- Volumes of cruise passenger by line;
- Passenger berth utilization rates;
- Passenger terminal utilization; and,
- Other data to be identified.

5.2 Assessment of macro and micro cruise trends

The B&A Team will collect and assess all relevant information needed to provide an evaluation of the worldwide and regional cruise markets. Specific items for assembly include:

- Industry growth trends, both historic and those presently observed in the marketplace overall and in the Caribbean and related regions;
- Prolife of passenger arrival and departure mode from and to the Port;
- Operators and brands, including business strategies, products offered and other data;
- Cruise vessels, including their present and anticipated future operating specifications and levels of vessels on order;
- Itineraries, deployment characteristics, and product offerings, including duration of cruises and ferry transits, fly-cruise/charter products, seasonal ferry patterns (inclusive of those associated with passengers and vehicles, trading points generating need for commerce/ro-ro connections, and others;
- Passenger profile and demographic information, including general consumer tastes, ages, incomes, and travel frequencies of each of the primary ferry consumer groups; and,
- Cruise and ferry line selection criteria for expansion of activities into geographic regions and/or port facilities, with emphasis placed on identification of cruise and ferry port facility requirements, characteristics of destinations held in high regard by operators, methodologies used by operators in deployment, and operational cost issues and considerations.

Information assembled under this subtask will be summarized to present a clear indication of the present direction of the industry's overall and anticipated worldwide and regional growth patterns.

5.3 Competitors for traffic

The B&A Team will provide a general assessment of competitive ports that could impact the Port of Miami's market capture levels and operations over the long-term.

5.4 Identify and Interview Ferry Operators

The B&A Team will conduct a series of one-on-one meetings and telephone interviews with ferry line decision-makers to learn of their present and planned future deployment to the Port of Miami and the region given current and future circumstances relevant to operations to Cuba, the Bahamas or other destinations. Interviews will focus on:

- Future business plans;
- Operators, including business strategies, products offered and other data;
- Itineraries, deployment characteristics and product offerings;
- Passenger profile and demographic information; and,
- Ferry line selection criteria for expansion.

Information assembled under this subtask will be summarized to present a clear indication of the present direction of the ferry industry's overall and anticipated growth patterns.

5.5 Interview Cruise Lines

The B&A Team will conduct a series of one-on-one meetings and telephone interviews with US and European cruise line decision-makers to learn of their present and planned future deployment to the Port of Miami and the region given current and future circumstances relevant to world and regional operations. Interviews will focus on:

- Future business plans;
- Desirability to provide more capacity by each brand in Miami;
- Operators, including business strategies, products offered and other data;
- Itineraries, deployment characteristics and product offerings;
- Operational costs at Miami vs. competitors;
- Passenger profile and demographic information; and,
- Cruise line selection criteria for expansion of activities into geographic regions and/or port facilities, with emphasis placed on identification of cruise port facility requirements (hard and soft infrastructure), characteristics of destinations held in high regard by lines, methodologies used by lines in deployment, and operational cost issues and considerations.

5.6 Strengths, Weaknesses, Opportunities and Threats (SWOT) Assessment

The B&A Team will distill the data collected into a manageable set of issues and opportunities for the future of cruise tourism and ferry operations to the Port of Miami. This will be achieved through a specific SWOT analysis of information collected. Strengths and weaknesses are internal to the Port and City; opportunities and threats are external. By example, an opportunity for the Port of Miami could be an idea that should be pursued because it has potential to successfully attract additional homeport and/or port-of-call cruise traffic. Threats, on the other hand, are circumstances or trends that could erode the Port of Miami's competitive position. As not all these issues are of equal importance, critical items will be weighed and prioritized.

5.7 Long-term cruise forecasting

Building from the foundation of information assembled above, B&A will prepare short- (5 year), intermediate- (15 year) and long-term (25 Year) annualized forecasts of passenger throughput to the Port of Miami. The B&A Team will analyze the overall potential several ways:

- **Long-term agreements** – We will review all commitments for cruise vessel deployments;
- **Market capture** – We will segregate the Miami traffic into sub-sectors and estimate market capture rates of shipping capacity into each sector; subsequently such traffic will be divided between the different competing ports for the traffic;
- **Deployment scenarios** – We will use the interviews and reviews of historical traffic and develop actual deployment patterns by each major cruise line; and,
- **Industry growth** – B&A will estimate the overall industry growth and apply that facto to Miami's traffic.

Results from each projection technique will be reviewed, and preliminary composite low, base, and high passenger throughput projections will be made. Risks and challenges associated with achieving these forecasts will be fully outlined. Sensitivity or "what if?" testing will also be conducted on prepared preliminary forecasts. Preliminary projections will also be compared against the physical capacity of Port of Miami and downstream cruise port facilities. From this analysis, a final set of annualized passenger activity and vessel throughput projections will be derived.

Overall growth rates will be established based on a combination of known ship deployment information based on shipyard delivery forecasts and long-term growth patterns based on cruise industry trends for a 5-, 15- and 25-year forecast.

5.8 Ferry forecast

Ferry forecasts will revolve around individual assumptions and likely scenarios given the anticipated future development of operations to Cuba and other relevant factors. Scenarios may include expected traffic vs. dollar investments to induce traffic. A summary of regional trends and potential impacts will be prepared.

5.9 Workshop

A workshop and presentation will be held with the Port of Miami to discuss the cruise and ferry projections.

Deliverables

1. Cruise market and forecast report.

■ TASK 6 – CRUISE AND FERRY FACILITY DEMAND

6.1 Vessel characteristics

The B&A Team will prepare a recommended set of criteria for design and operations for review by the Port of Miami. These criteria will include determining the "design vessels" (i.e. LOA, beam, draught, passenger and crew count, vehicle/Ro-Ro capacities {as required}), clearance times, gangway operational ranges, vehicle loading doors, and other vessel characteristics.

We will analyze the potential and possible impact of the introduction of new vessels over the next twenty plus years that exceed the size and configuration of the established design vessel for this project. B&A will identify the characteristics of the anticipated vessels:

- Size;
- Length; and,
- Passenger capacity.

6.2 Cruise and ferry facility berth demand

The B&A Team will create a model for the anticipated distribution of ship arrivals, by type and size in order to achieve a program in increments that define the following for the Port of Miami development. This model will take into account:

- Volumes of passengers;
- Seasonality;
- Itinerary types and duration; and,
- Daily fluctuations.

The analysis will yield the following:

- Number and characteristics of berths;

- Berth utilization (by day);
- Average and maximum passenger throughput at each facility utilized; and,
- Weekly passenger loads; and,
- Parking scenarios.

6.3 Terminal and upland requirements

Based upon the above the B&A Team will identify and quantify the following critical programmatic requirements:

- Marine;
  - Vessel berthing requirements;
  - Vessel docking requirements - Sewer requirements (if any), and utility hook-ups; and,
  - Gangway requirements - Size, capacity, location, space requirements, maintenance.
- Terminal;
  - Number of terminals;
  - Size;
  - Embarkation - Ground transportation, check-in, waiting areas, passenger security, and boarding;
  - Disembarkation - Ship arrival, immigration, baggage areas, customs; and,
  - We will identify any requirements by the Bureau of Customs and Border Patrol (BCP) for Immigration, Customs and Agriculture controls as they impact current and future operations at the Port of Miami.
- Ground transportation;
  - Curbside requirements;
  - Bus stall requirements;
  - Taxi staging areas;
  - Limousine staging areas;
  - Vehicle marshalling area requirements; and,
  - Parking.
- Overall passenger terminal complex issues. Pedestrian and vehicular access, traffic control, maintenance.

6.4 Workshop

A workshop and presentation will be held with the Port of Miami to discuss the cruise requirements.

Deliverables

1. Cruise facility demand report.

■ TASK 7 – CONSTRAINTS

7.1 Assessment of existing facilities

Using data collected the B&A Team will review and prepare an analysis of existing conditions found at the port. Emphasis will be placed on identifying the strengths and weaknesses of each facility, and defining opportunities for cost effective expansion and development and establish

capacity limitations. In particular B&A will establish capacity thresholds at the Port for each use.

7.2 Comparison with current Master Plan

The B&A Team will prepare a matrix comparing the needs and requirements developed in the above tasks against the current Port Master Plan to determine their strategic fit as well as implementability potential considering issues that will have been identified. In particular:

- The comparison of the projected demand for cargo, cruise and ferry facilities vs. the port capacity in the previous plan;
- The ability to service future business;
- The ability to resolve traffic issues;
- The ability to integrate the Tunnel plan;
- Environmental issues; and,
- Financial feasibility.

7.3 Constraint analysis strategies

A global analysis of the port's capacity will then be established and compared to the unconstrained demand forecasts. Where the potential demand exceeds the physical capacity of the Port's current footprint, the B&A Team will develop global strategies or policies for discussion and consideration which include these major decisions:

- Should the port preserve its current footprint on the Bay, or should expansion be considered?;
- Should off-site solutions be considered for intermodal activities?; and,
- Should the allocation of land to cargo or cruise change?

7.4 Workshop

A major policy workshop and presentation will be held with the Port of Miami to discuss the direction for the alternative development.

■ TASK 8 – ALTERNATIVES

8.1 Global alternatives

Depending on the strategic directions chosen in the above tasks the B&A Team will prepare a series of alternatives which allocate areas within the Port or in expansion areas for the following uses:

- Cargo;
- Cruise;
- Support;
- Roadway / Tunnel; and,
- Multimodal.

8.2 Alternative programs

The B&A Team will establish several preliminary design programs which will include:

- Cargo;
    - Number and lengths of container berths;
    - Number of Ro-Ro berths;
    - Yard size;
    - Warehousing; and,
    - Gates.
- Cruise;
    - Number and lengths of cruise berths;
    - Number and size of terminals; and,
    - Parking Access;
- Support spaces.

A series of marine navigation criteria for different types of vessels which presently or anticipated to use the facility will be developed. In particular, docking, navigation and maneuvering requirements will be established.

8.3 Operational alternatives

The B&A Team will develop an initial set of operational alternatives that include both on and off-site solutions for cargo, cruise and ferry terminal operations. This will provide a basis for discussion as to the components of the project which should or can be built long-term as well as other functions on and off-site.

8.4 Alternative comparison

The B&A Team will develop global evaluation matrix for each option and compare it against a series of criteria which include:

- Port capacity;
- Comparative cost;
- Implementability;
- Security;
- Environmental impacts;
- Impact on current operations; and,
- Traffic impacts.

8.5 Workshop

A workshop and presentation will be held for the Port of Miami to discuss the global options.

8.6 Direction

As a result of the analysis a direction will be chosen as to the major drivers for the alternatives, which include allocation of land and berths to the different uses and the target level of cargo and cruise traffic.

Deliverables

1. A series of PowerPoint presentations with alternatives and analysis.

■ TASK 9 – DETAILED ALTERNATIVES

9.1 Detailed alternatives

Based on the results of the workshops and subsequent meetings, the B&A Team will prepare detailed alternatives based on the program and locations chosen.

Among the options to be considered:

- Separation and dedicated cargo and cruise area;
- Possibility of mixing berthing for multiple uses; and,
- Cruise terminal configurations.

9.2 Budgets

Preliminary budget estimates of construction costs for each alternative will be developed.

9.3 Economic impacts of preliminary alternatives

Economic impacts associated with development of Plan alternatives will be estimated. The B&A Team will use the Port's Economic Impact Study as a guideline for the economic impact alternatives associated with future development plans. A ROI – Return on Investment Analysis will be included.

9.4 Impact of climate change

Without undertaking scientific studies, we will review the impact that sea-level rise can have on the Port of Miami. Particularly the B&A Team will review the current berth and land elevations and determine possible actions that the Port may take in future capital programs to mitigate any such events.

9.5 Concession / mixed-use analysis

The B&A Team will work with the Port of Miami to establish general programs and suitability associated with secondary markets and uses for the Port of Miami properties. The intent is to maximize potential revenues, insure complete facility utilization—and accordingly, the Port of Miami's investment and revenues—are maximized to the greatest extent as is practical.

In particular, the B&A Team will provide the Port with Best Practices at other cruise terminals, and the inclusion of other Secondary uses throughout the port including:

- Retail;
- F&B outlets;
- Trade show and conference facilities;
- Entertainment and shopping geared to cruise, ferry and land-based tourists as well as local residents;
- Office;
- Hotel;
- Tourism rail facilities;
- Advertising;
- Recreation and open space; and,
- Others to be identified.

Based upon our analysis of market demand, the B&A Team will propose development program options for the Port.

9.6 Alternative comparison

The B&A Team will develop global evaluation matrix for each option and compare it against a series of criteria which include:

- Port capacity;
- Comparative cost;
- Implementability;
- Environmental impacts;
- Security;
- Impact on current operations; and,
- Traffic impacts.

9.7 Workshop

The B&A Team will hold a planning workshop to agree on a direction.

■ TASK 10 - SELECTION OF A PREFERRED PLAN

10.1 Draft master plan

A draft final plan will be prepared and presented to the Port. This final plan will include all previous project work, namely: existing facilities conditions analysis, cargo and cruise line and vessel needs, alternative development concept(s); the final recommended plan, associated phasing, and capital improvement schedules will also be incorporated into the document.

The B&A Team will prepare detailed drawings of the final plan.

10.2 Preliminary cost estimates

The B&A Team will prepare preliminary cost estimates associated with the general concepts. Estimates will include a breakdown of preliminary project costs associated with building, site, roadway, marine infrastructure demolition and removal (if required); property acquisition (if required); marine construction; site preparation and utilities improvements; building construction; landscaping; roadway, marshalling, and apron areas; parking facilities; and other ancillary facilities contemplated under the project's general program assumptions.

Cost estimates will reflect construction standards, materials and labor costs applicable to the Miami area construction market.

10.3 Preliminary phasing plan

The B&A Team will prepare a phasing plan options to meet any commissioning dates set forth by Port.

10.4 Traffic and circulation

The B&A Team will determine the traffic impacts to the Port of Miami and adjacent roadways by examining the level of service for the existing traffic conditions and projected off-site traffic. The tunnel project will be reflected in the analysis. Traffic review and coordination of design plans and alternatives will be ongoing throughout the project.

The goals and objectives for this task are:

- Minimize, relocate or eliminate existing pedestrian/vehicle conflicts;
- Minimize, relocate or eliminate existing pedestrian/freight activity conflicts;
- Improve pedestrian circulation;
- Improve access to parking;
- Provide seamless and efficient inter-modal connections;
- Provide additional passenger drop-off and pick-up areas and short-term parking for passenger drop-offs and pick-ups;
- Provide bus drop-off and pick-up areas where required;
- Provide for hired vehicles and buses;
- Minimize vehicular traffic congestion;
- Define maneuvering areas for service vehicles entering the Port of Miami piers;
- Staging Areas for cruise and servicing vehicles; and,
- Ingress / Egress alternatives.

10.5 Parking

On-site parking, access and circulation are a critical element of the internal traffic operation. A review of parking demand will be done in conjunction with the demand projections of the cruise, cargo and ferry industries, surrounding uses and the seasonality of each of the critical uses.

Deliverables

1. 10 copies of the draft master plan.

■ TASK 11 – FINANCIAL PLAN

11.1 Competitive tariffs

The B&A Team will assemble and prepare the following information:

- Port of Miami current tariff structure levels and discounting (if applicable);
- An analysis of comparable tariff structures charged for cargo, cruise and ferry operations in the region; and,
- An analysis of the potential tariffs that could be collected.

11.2 Review of current long-term port agreements

Current Port Tenant Agreements will be reviewed from a financial perspective as they relate to the long-term business strategies of the Port of Miami to determine guarantees and tariff limitations.

11.3 Financial model

The B&A Team will build an integrated financial model that will be capable of illustrating the financial results of the Port of Miami, as well as assess the viability of individual capital projects. The financial model will be tailored specifically to the particularities of the situation at the Port of Miami.

The model will be capable of assessing various scenarios, based on variations in key variables such as cruise, ferry and cargo throughput, tariff variations and other revenues and cost line items. In addition the model will take into account potential concessionaire income.

The model will produce a full set of pro forma financial statements for each scenario. The model will be written in MS Excel for future use by the port.

Based on the cargo, cruise and ferry long-term forecasts, we will prepare a first draft of the revenue and expense forecasts by year. B&A will review its findings with the Port of Miami and make appropriate adjustments. There may also be the need to run different scenarios to obtain a sensitivity analysis to certain parameters, such as passenger volumes, cargo type throughput, tariffs, cost structures, management structures, concessions and others. These forecasts will be prepared with other uses independently evaluated, thus allowing for the ability to look at different long-term development options.

The outputs of the model will include:

- Profit and loss statement;
- Cash flow statement;
- Financial ratios; and,
- Ratio analyses.

11.4 Analysis

B&A will provide an analysis that will attempt to segregate both capital and operating costs to establish the financial viability of the three main business units;

- Cruise operations;
- Cargo operations;
- Ferry operations; and,
- Real estate.

This study will not be used to establish allocation of overhead to each unit, but rather have a benchmark dashboard study to see the viability of the impact of the investment.

11.5 Revenues available for financing

Based on the forecasts the B&A Team will calculate how and if there are excess revenues available for facility financing and improvements.

We will review the various options open to the Port of Miami with respect to its port agreements, grants, or other revenue sources that can be used to program the capital program

11.6 Workshop

The B&A Team will hold a workshop to present the findings of the financial model and reconcile against the draft master plan.

Deliverables

1. Financial / strategic plan report.
2. Financial model.

■ TASK 12- FINAL MASTER PLAN

12.1 Reconciliation of financial and capital phasing plan

The B&A Team will take the results from the financial workshop and adjust the capital phasing program to reflect the conclusions reached at workshop 11.5.

12.2 Final Draft Report Preparation and Presentation(s)

The B&A Team will prepare ten (10) copies of its final draft report submission and presentation covering all work. B&A will receive feedback during this meeting as well as subsequent review by the Port of Miami and make all required modifications to the report and presentation.

From the direction provided under previous tasks, B&A will develop the preferred Master Plan development approach, and subsequently, the draft 2035 Business Master Plan for the Port of Miami.

Based on Port review, the Plan will be accordingly updated and revised into a final draft version and final presentation of all Plan materials.

12.3 Master Plan document

The B&A Team will prepare the final Master Plan that will include the following sections:

- Executive summary;
- Goals and objectives;
- Strategies;
- Current conditions;
- Future market demands;
- Land uses;
- Alternatives;
- Selected Plan;
- Phasing plan;
- Sub-elements; and,
    - Transportation plan;
    - Storm water plan;
    - Parking plan;
    - Environmental plan;
    - Infrastructure;

- Security;
- Implementation strategies.

12.4 Implementation plan

Strategies will be developed by the B&A Team including regulatory policies, rules and regulations; continued community and political outreach; environmental issues and permitting; financial and investor participation; facility marketing; and others.

The B&A Team will provide a series of strategies for consideration by the Port of Miami as to the possible future direction for the port, including an evaluation as to what market conditions could change over time that would yield a net benefit / positive development opportunity for each of the development alternatives identified in the study.

12.5 Review of way-finding plan

The B&A Team will review the latest Port of Miami way-finding plan to determine any inconsistencies with the new plan. Based upon the review of the plan and subsequent recommendations identified as part of the cargo, cruise and ferry design program, we will provide a list of recommendations to support future planning projects and meet the needs of the Port of Miami, users and its tenants.

The recommendations will reflect specific traffic impacts, circulation issues, relocation or re-assignment of terminals, bridge and tunnel activities, coordination with downtown Miami and the Miami International Airport for passenger coach movements, tenant needs (such as RCCL and World Trade Center tenants), and others to be identified.

12.6 Mooring Improvements Analysis – Cruise and Cargo Areas

Based upon site inspection, assessments, direct input from Port of Miami engineering reports and personnel and the projections of future cargo, cruise and ferry design vessel(s) we will provide mooring improvements analysis assessing the existing physical conditions of the piers, bollards and critical infrastructure and defining the future requirements as per the design vessels. This excludes specific design of the mooring systems, fendering, etc.

A summary report will be provided to the Port of Miami.

Deliverables

1. 50 copies of Final master plan.
2. 50 copies of Financial Strategic Business plan.
3. Letter reports:
    a. Way-finding; and,
    b. Mooring improvements analysis.

Where applicable the Draft Reports for each workshop will be provided prior to the workshop for review by the Port of Miami.

EXCLUSIONS

The following items are not included in the scope:

1. Aerials;
2. Surveys;
3. Underground mapping;
4. Geotechnical;
5. Underwater inspections;
6. Underwater environmental mapping;
7. Hydrodynamic modeling; and,
8. Detailed designs of way-finding or landscaping.

PORT OF MIAMI
2035 MASTER PLAN
WORK PLAN

December 16, 2008

OBJECTIVE

The Master Plan is envisioned to update the Port of Miami's cargo, cruise and ferry capital development plans in order to create a sustainable and viable business model for the Port of Miami.

CURRENT SITUATION

The Port of Miami has been one of the most important cargo centers in the South Atlantic in recent times, and the leading Cruise Port in the World. Looking forward the port faces a number of challenges which require looking into the future to determine how to best position the Port to meet its mission and role within the community.

Understanding the issues and recognizing the opportunities and limitations will allow the creation of a realistic and functional Master Plan that can serve the Port of Miami well into the future.

Among the critical issues to study and evaluate as this new Master Plan is performed are the following:

- The location of the Port within the urban core of a major metropolitan area and its role in terms of the types of cargoes that move through it on a daily basis;
- The landlocked nature of an island port, and its ability to expand or not within the Biscayne Bay Aquatic Preserve;
- The economic impact and role in job creation within Miami-Dade County of the Port;
- The role that international trade will have on the future of the South Florida community;
- The realities of the inland transportation of freight, both between the port and the interstate highway system and beyond into the rest of the US hinterland, specifically the lack of rail to service the Port;
- The current economic condition of the Port and its ability to fund future capital programs; and,
- The mobilization and diversification of cruise outside of the US and Miami.

All of these issues are at the core of the Master Plan.

FUNCTIONS

The Master Plan needs to be prepared in a way so that it can serve several functions:

- Establishing a short and long-term capital program;
- Achieving consensus among the political leadership on the vision for the Port;
- Creating a justification document to support future environmental permits;
- Incorporation into the County's Land Use Plan as it's Port element; and,
- For potential use in seeking grants through the State and other functions.

APPROACH

In assembling the scope of services our focus was on the foundation and formulation of a business plan based upon market assessment, current and planned agreements, the Port's recently completed Economic Impact Analysis and the assembly of 5, 15 and 25-year forecasts for cruise, ferry and cargo traffic for the Port of Miami to assist in the development of a strategic marketing plan and a framework for a hard infrastructure plan to meet the projected demands.

While addressing the core market demand assessment of the study, it is also noted that there are additional ancillary supportive tasks that must also be addressed. These are inclusive of security, land-use, berth and mooring assessments, infrastructure improvements and others that are pertinent to the long-term development and success of the Port of Miami.

The Scope of Services is divided into reviewing the current port context, key components to assemble a financially viable business plan based on market conditions and the additional ancillary tasks required that further address physical issues and challenges faced by the Port currently and into the future.

The interim deliverables listed below will be prepared in a manner whereby subsequently they will become the different sections of the final master plan.

SCOPE OF SERVICES TASKS INCLUDE:

- **TASK 1 - DATA COLLECTION AND INSPECTIONS**
- **TASK 2 - MAPPING**
- **TASK 3 – CARGO MARKET ASSESSMENT**
- **TASK 4 – CARGO FACILITY DEMAND**
- **TASK 5 - CRUISE AND FERRY MARKET ASSESSMENT**
- **TASK 6 – CRUISE AND FERRY FACILITY DEMAND**
- **TASK 7 – CONSTRAINTS**
- **TASK 8 – ALTERNATIVES**
- **TASK 9 – DETAILED ALTERNATIVES**
- **TASK 10 - SELECTION OF A PREFERRED PLAN**
- **TASK 11 – FINANCIAL PLAN**
- **TASK 12- FINAL MASTER PLAN**

■ TASK 1 - DATA COLLECTION AND INSPECTIONS

1.1 Project commencement Workshop

The B&A Team will coordinate a kick-off meeting with the Port and its designated project steering team. Topics for discussion include:

- Confirmation of project goals and objectives;
- Agreement on the project schedule, timing and content of workshops, recordkeeping standards, communication with the Port, public notification of meetings, and preliminary and final submissions;
- Discussion of ongoing and/or planned Port projects, markets and tenants served, community issues and others items that serve to frame the context of the Plan update; and,
- Assembly and discussion of study materials including current tenant contracts – cruise and cargo; port tenant contracts and issues; concessions; public/private partnerships; economic impact analysis results; tunnel project update; and others to be identified.

1.2 Initial direction and strategy

The B&A Team and the Port will discuss the major policy direction for the Master Plan, which will provide the framework for the direction of the study. Amongst the major policy directions for discussion will be:

- Port's mission statement and organization;
- The role of the Port in the community;
- Growth strategies;
- Priorities;
- Port's last Master Plan, including Plan successes and limitations; and,
- Other topics to be identified by the Port of Miami.

1.3 Outreach strategy formulation

The B&A Team and the Port of Miami will establish an outreach plan for the project. Stakeholder outreach is an essential component of the 2035 Master Plan assembly and implementation. A successful outreach effort—one conducted using both one-on-one and group meetings—will help the Master Plan correctly identify strengths, weaknesses, opportunities and threats facing the Port over the long-term; allow for the exploration and selection of Port development directions and projects; and, increase the prospect of tenant, community and stakeholder acceptance of the overall Plan.

In particular a list of those companies, individuals and entities that may be contacted and involved in the effort will be identified. This outreach can be divided between users of the port, allied business groups, community groups, Government groups and service groups. These might be further divided into categories such as:

- Cargo;
    - Carriers;
    - POMTOC;

    - Stevedores;
    - Major tenants;
    - Freight forwarders;
    - Miami Link;
    - Seaboard Marine;
- Cruise lines;
- Port tenants;
- Port service providers;
    - Rail lines;
    - Trucking companies;
- Government agencies;
    - Florida Department of Transportation;
    - MDX;
    - City of Miami;
    - CBP;
    - USCG;
- Miami-Dade County Departments;
    - Public Works;
    - Transit;
    - DERM;
    - Planning;
    - Water and Sewer;
    - Aviation;
    - Public Safety;
    - Fire;
- Community groups; and,
    - Greater Miami Chamber of Commerce;
        - New World Center Action Committee;
    - Greater Miami Convention and Visitors Bureau;
    - Beacon Council;
    - World Trade Center;
    - Environmental groups;
- Interested individuals.

We understand that the Port of Miami at any point in time is involved in negotiations and other dealings with some of these entities, and as such contacts will only be made once a strategy has been established and approved by the Port of Miami.

1.4 Current port facilities, infrastructure and planning efforts

Through review of existing plans, site inspection, and information derived through interview of Port staff, we will prepare an inventory of the physical infrastructure found at the Port of Miami. Items for review include:

- Port administrative area and properties;
- Marine channels, turning basins, and maneuvering areas;
- Configuration, size and condition of cargo berths;
- Size and condition of the container yards;
- Number, capacity and outreach of gantry cranes;
- Inventory and assessment of Port yard(s) equipment;
- Condition of other marine infrastructure such as gates and ro-ro platforms;
- Configuration, size and condition of cruise berths including bollards and fenders;

- Inventory of cruise terminals, including size, BCP facilities;
- Cruise passenger boarding bridges;
- Security facilities;
- Configuration, size and condition of support buildings;
- Security facilities and infrastructure;
- Capability and configuration of roadway(s) (internal and external), inclusive of traffic volumes and related data affecting Port of Miami operations;
    - Roadway;
    - Rail;
- Parking facilities;
- Utilities, inclusive of potable water, wastewater, storm water / drainage, solid waste, energy, communications and other facilities;
- Easements;
- Ecological and environmental conditions, including natural resources, estuarine conditions, and areas associated with dredged materials management;
- Current permit status;
- Natural disaster plans and related facilities;
- Surrounding land uses, long range planning, zoning, and other regulatory issues;
- Ongoing projects and planning efforts (internal and external); and,
- Other information to be identified.

The B&A Team will use the physical infrastructure review and assessment as the baseline for future business model development in the key areas of cruise, cargo and ferry operations. Additionally, exploration of any additional commercially viable alternatives may also require an audit of the overall properties within the port area.

The B&A Team has not included in this scope the following:

- Underwater mapping of environmental conditions;
- Hydrodynamic flushing models for the Port area; and,
- Surveys or aerials.

1.5 Historical statistics and financial information

The B&A Team will assemble historical Port operations data and statistics. Data will include:

- Historic levels of cargo;
    - Import;
    - Export;
    - Trans-shipment;
    - Containerized;
        - Lo-lo;
        - Ro-ro;
        - Refrigerated / cold storage;
    - Break-bulk;
- Origin and destination of port cargo;
- Cargo by line;
- Cruise volumes;
    - Homeport;
    - Port-of-call;
- Historical ferry passenger volumes;
- Berth utilization;

- Vessel throughput;
- Cruise itinerary offerings;
- Nature of vessel operations;
    - Length;
    - Beam; and,
    - Draft.
- Seasonality of vessel operations;
- Daily activity of cruises;
- Gate activity;
- Traffic volumes;
- Yard(s) operations; and,
- Other data to be identified.

We will also collect historic economic and financial data, including:

- Port charges;
- Historical revenues;
- General operational costs;
- Net revenues;
- Debt structures and debt service;
- Long-term agreements (discounts and guarantees);
- Long-term leases and other port agreements;
- Cruise line contracts; and,
- Other economic and financial data to be identified.

1.6 Inspections

The B&A Team will conduct an inspection of the Port facilities for the limited purpose of understanding their current state so that this information can be used in determining areas of concern for future planning. No testing or detailed inspections are included of any buildings, plant, piers or bulkheads. The B&A Team assumes such information is available from the Port.

■ TASK 2 - MAPPING

2.1 Base maps

The B&A Team will prepare a series of base maps for use in future planning. The maps will reflect the information gathered from the Port in Task 1 and will be based on surveys provided by the Port. Maps will be divided into the following categories which will be subsequently used in the final preparation of the Master Plan:

- Overall plan;
- Cruise terminal plan;
- Parking plan;
- Land use plan;
- Environmental mapping (within the Port and in the surrounding submerged areas);
- Berth plan – cargo and cruise;
- Container yard plan;
- Main utility runs and facilities;
- Transportation plan; and,
- Drainage plan.

Deliverables

1. Port base maps.

■ TASK 3 – CARGO MARKET ASSESSMENT

3.1 Profile current cargo carriers and shippers calling at the Port

The objective of this Task is to understand carriers' port selection process, operational and cost factors associated with port calls at the Port of Miami, future outlook for the use of the Port, and strengths and weaknesses of the Port versus competing ports.

Current and past carriers calling at the Port will be identified. Interviews will be conducted with each container and break-bulk carrier now calling at the Port. Interviews will be with each line's local representative as well as with U.S. based operational and marketing personnel. Relevant factors to be discussed during the interviews could include:

- Annual throughput at the Port of Miami and other ports-of-call in the South Atlantic;
- Strengths and weaknesses of the Port;
- Channel depth, special emphasis on the future required depths;
- Operational profile at the Port's terminals (labor productivity, crane productivity, terminal logistics and circulation);
- Terminal-side labor and operations;
- Stevedoring costs;
- Vessel/port rotation;
- Amount of trans-shipment activity;
- Distribution channels;
- Regional markets served;
- Dwell time of cargo;
- Terminal operational profile (productivity, delay times, including areas in need of improvement and strengths and weaknesses in each area);
- Transportation of cargo to and from the Port to rail yards;
- Lease arrangements at other ports;
- Port costs at the Port of Miami and competing ports (including tugs, pilots, wharfage, dockage, and others);
- Key shippers/consignees served via the Port of Miami and other ports of call;
- Projected throughput for each carrier;
- Planned new vessels on order, by vessel size and expected deployment;
- Factors underlying future throughput;
- Emerging markets;
- Outlook for major trades; and,
- Current or anticipated space or terminal requirements.

Carriers that called the Port in the past, but no longer calling at the terminals will also be interviewed to determine:

- Why service was discontinued;
- Comparison of ports now called on with the Port of Miami;
- Advantages/disadvantages of the Port and current ports called upon;
- Lease and concession arrangements at other ports; and,
- Outlook, by major trade.

Based on these interviews, the B&A Team will develop a detailed profile of operations at the Port's container and break-bulk facilities; competitive port costs; factors affecting port choice; local versus regional markets; key shippers/consignees; potential areas of congestion; and future projected throughput by facility, by carrier and trade route. Key shippers and hinterland drawing areas for the carriers will also be identified.

Consideration under this task will also be the development of a tunnel to the Port of Miami vs. the present situation.

3.2 Interview terminal operators and tenants

Terminal operators/stevedores/tenants will be interviewed as to expected throughput for the next five years, factors affecting the level of cargo, facilities' constraints and required investments, expansion plans at each terminal, potential markets and new areas of opportunity, competitive advantages/disadvantages of the Port, overall operating profiles, surface transportation access, etc.

In addition we will also ask them to identify opportunities and facility requirements to meet their needs.

3.3 Competitive cost evaluation

The B&A Team will define the Port's competitive position as to the cost of operations at the Port of Miami vs other ports for ocean carriers and the cost of shipping of goods by origin and destination. Analysis shall be commodity and trade lane specific. Cost analysis will consist of the following components:

- **Inland Costs**, consisting of rail and trucking costs between selected inland origins and destinations of current customers and the Port's marine terminals and competing ports;
- **Port Costs**, including stevedoring charges, terminal charges, pilotage, towing assists, and wharfage and dockage at the Port and competing ports; and,
- **Ocean Costs**, consisting of the ocean costs of moving cargo on various trade routes.

Cost analyses will be trade route specific and a separate analysis will be conducted for containerized cargo.

3.4 Identify growing trade routes and niche markets

The B&A Team will identify growing container markets in which the Port should focus marketing initiatives. Several sources will be used to identify these growth markets. First, as part of the carrier interviews, emerging and growth markets will be identified. Such markets will likely include the Caribbean, Central America, Africa, South American and Mexico, amongst others.

The second source used to identify growing markets will be a review of PIERS Trade Data (provided by the Port of Miami), as well as an analysis of the routes where new carrier service has increased. New trade routes from Asia using the expanded Suez Canal as well as future options relevant to the expansion of the Panama Canal will also be explored.

3.5 Quantify the current potential market

In this subtask, current potential markets will be aggregated by commodity and handling type.

3.6 Strengths, Weaknesses, Opportunities and Threats (SWOT) Assessment

Under this subtask, we will distill the data collected into a manageable set of issues and opportunities for the future of cargo operations to the Port of Miami. This will be achieved through a specific SWOT analysis of information collected. Strengths and weaknesses are internal to the Port and City; opportunities and threats are external. Global, regional and local port specific issues will be analyzed as part of this analysis. As not all these issues are of equal importance, critical items will be weighed and prioritized.

3.7 Estimate of future cargo throughput (unconstrained)

The B&A Team will prepare a series of cargo throughputs scenarios as described below. These scenarios at this stage will represent an unconstrained forecast based on no facility or transportation limitation.

Our forecasting approach combines statistical methods with a detailed analysis of specific commodities and the factors likely to influence them. This approach is more useful than macro-economic models that forecast U.S. trade at a national level and then allocate cargoes to coastal ranges and individual ports on the basis of historical shares. Furthermore, the intelligence gathered during the forecasting exercise helps ports to improve their understanding of the factors underlying the markets they serve and also is a valuable input to the strategic planning process.

Two sets of forecasts will be developed:

- The first set of forecasts will be for carriers and shippers/consignees now using the Port of Miami's facilities. The source of the projections will be derived from:
    - The findings of the interviews with the ocean carriers, terminal operators, tenants and the key shippers/consignees. In particularly the forecasts will use the carrier's fleet deployment plans, tonnage by trade route, and future vessel acquisition plans;
    - Existing long-term contracts and volume commitments;
    - The economic and population growth projections in key trading partners served by carriers calling facilities will be developed from reports prepared by Economic Attaché's at the respected countries' U.S. embassies. These country profiles will be supplemented with country economic data collected from United Nations, OECD, U.S. Department of Commerce, and World Bank country reports;
    - Forecasts of industry production levels for the industries represented by the key shippers/consignees now using the Port of Miami facilities will be developed from the Bureau of Economic Analysis; and,
    - Finally, in-house forecasts provided by the Port will be reviewed. Together, these sources will be used to develop consensus growth rates by trade route and commodity.

- The second set of forecasts will be for cargoes controlled by carriers and shippers/consignees not currently using the Port of Miami. These potential carriers and shippers and consignees were identified and evaluated previously:
    - To project the growth of potential markets not now served by the Port of Miami facilities, the following steps will be followed;
    - First, the current market potential by commodity and handling type will be developed as the output;

- Next, scenarios will be developed as to the likely number of new services or customers that could potentially call the Port's terminals. Interviews with the potential carriers and key shippers/consignees will provide the first source of trade route projections;
- Country growth rates, as developed from the sources identified above, will be used as a second input;
- Industry production forecasts will be a third source;
- In-house forecasts developed by the Port will be another source; and,
- Consensus growth rates will then be applied to the baseline current potential throughput by commodity or for containers (for carriers and customers not now using Port facilities).

Total future throughput will then be projected under several scenarios as to the likelihood of attracting new carriers and new commodities. These scenarios will be based on an identification of any discrete factors that are likely to have an impact on specific trade routes and markets during the next decade, as determined from the analysis of external factors.

It is to be emphasized that the primary value of forecasting is the information gained through the process itself. By discussing the potential impact of various factors on the target carriers and shippers/consignees and the probability of the Port's capturing a share of the identified potential through directed actions, the managers not only will gain insight into the factors most likely to be important in the future, but also will have a shared understanding as to what actions are most likely to achieve the desired goals.

3.8 Future cargo throughput section submission

The B&A Team will produce cargo forecasts for 5-, 15- and 25-year periods for the Port of Miami. The output of this task will include:

- Estimate of the cargo throughput at each of the Port's container facilities based on scenarios of growth in current customer traffic;
- Estimate of the future potential throughput by new carriers and shippers/consignees, and an assessment of the share of the potential market opportunities that the Port can successfully compete for in the region;
- Set of scenarios regarding future throughput based on an assessment of external factors beyond the control of the Port – such as the coordination in opening the Panama Canal in 2014;
- Forecasts will be based on assumptions as to future vessel size; and,
- Forecasts of truck traffic.

3.9 Workshop

A workshop presentation will be held with the Port of Miami to discuss the cargo projections.

Deliverables

1. Cargo forecast report.

■ TASK 4 – CARGO FACILITY DEMAND

4.1 Cargo berth demand

The B&A Team will convert the cargo forecasts by type of commodity into vessel calls as well in order to assess berth needs. This conversion will be based on the size of the vessels now calling and projected to be deployed on the various routes as well as likely vessel rotations. We will analyze berth by two methods:

- Historic throughput per berth or lineal feet of berth at the Port to forecast demand; and,
- Second will analyze the historical rotation patterns of cargo carriers to create a berth use model for each traffic type and determine berth demand.

In addition there will also be an assessment of the navigation, draft and marine needs for the berths.

4.2 Cargo yard demand

Associated with the potential market opportunities will be the types of facilities required based on the current operating profiles—covered storage vs. open storage, water depth, shed characteristics (clear span warehouses, refrigeration), cargo dwell times, cranes (heavy lift, container cranes, etc.), specialized facilities and yard handling equipment.

4.3 Service vessel and support

Identify locations for service facilities' including:

- Fuel barge berthing; and,
- Tugs berthing.

4.4 Cargo traffic forecasts

Based on the different cargo projections scenarios, the B&A Team will build a traffic model based on the following factors:

- Total volumes;
- TEU;
- Trans-shipment splits;
- Average cargo dwell time at the port; and,
- Rail vs. truck splits.

4.5 Off-site impacts

The analysis of the port's capacity or capabilities will take into account several scenarios of off-site facilities that will work with the port to increase throughput. The scenarios might consider the impact with and without these projects. Among these are:

- A new tunnel;
- Off-site multimodal;
- Off-site dry-port or distribution center; and,
- Rail corridor for freight and passengers.

4.6 Workshop

A workshop presentation will be held with the Port of Miami to discuss the cargo needs requirements.

Deliverables

1. Cargo facility demand report.

■ TASK 5 - CRUISE AND FERRY MARKET ASSESSMENT

5.1 Historical review for cruise and ferry operations

The B&A Team will update the historical database of cruise, ferry and other related passenger operations to the Port of Miami and other key regional homeports and ports of call influencing Port of Miami traffic capacities. Statistics for assembly and analysis include the following:

- Historic cruise, ferry and other passenger and related Roll-on/Roll-off (Ro-Ro) vehicle throughput and vessel calls;
- Nature of cruise passenger and Ro-Ro vessel operations;
    - In-transit port-of-call; and,
    - Homeport.
- Homeport operations in conjunction with other foreign ports;
- Length, breadth and draft of vessels;
- Seasonality of cruise vessel and ferry operations;
- Itinerary cruise sub-regions;
    - Eastern Caribbean;
    - Western Caribbean;
    - Southern Caribbean;
    - Bahamas;
    - Cruise-to-Nowhere;
    - Panama Canal;
    - Mexico;
    - South America;
    - US Coastal;
    - Transatlantic;
    - World; and,
    - Others.
- Length of cruise;
    - 3-4 day;
    - 5-5-4 days;
    - 5-7 days;
    - 8 day plus; and,
    - Longer.
- Volumes of cruise passenger by line;
- Passenger berth utilization rates;
- Passenger terminal utilization; and,
- Other data to be identified.

5.2 Assessment of macro and micro cruise trends

The B&A Team will collect and assess all relevant information needed to provide an evaluation of the worldwide and regional cruise markets. Specific items for assembly include:

- Industry growth trends, both historic and those presently observed in the marketplace overall and in the Caribbean and related regions;
- Prolife of passenger arrival and departure mode from and to the Port;
- Operators and brands, including business strategies, products offered and other data;
- Cruise vessels, including their present and anticipated future operating specifications and levels of vessels on order;
- Itineraries, deployment characteristics, and product offerings, including duration of cruises and ferry transits, fly-cruise/charter products, seasonal ferry patterns (inclusive of those associated with passengers and vehicles, trading points generating need for commerce/ro-ro connections, and others;
- Passenger profile and demographic information, including general consumer tastes, ages, incomes, and travel frequencies of each of the primary ferry consumer groups; and,
- Cruise and ferry line selection criteria for expansion of activities into geographic regions and/or port facilities, with emphasis placed on identification of cruise and ferry port facility requirements, characteristics of destinations held in high regard by operators, methodologies used by operators in deployment, and operational cost issues and considerations.

Information assembled under this subtask will be summarized to present a clear indication of the present direction of the industry's overall and anticipated worldwide and regional growth patterns.

5.3 Competitors for traffic

The B&A Team will provide a general assessment of competitive ports that could impact the Port of Miami's market capture levels and operations over the long-term.

5.4 Identify and Interview Ferry Operators

The B&A Team will conduct a series of one-on-one meetings and telephone interviews with ferry line decision-makers to learn of their present and planned future deployment to the Port of Miami and the region given current and future circumstances relevant to operations to Cuba, the Bahamas or other destinations. Interviews will focus on:

- Future business plans;
- Operators, including business strategies, products offered and other data;
- Itineraries, deployment characteristics and product offerings;
- Passenger profile and demographic information; and,
- Ferry line selection criteria for expansion.

Information assembled under this subtask will be summarized to present a clear indication of the present direction of the ferry industry's overall and anticipated growth patterns.

5.5 Interview Cruise Lines

The B&A Team will conduct a series of one-on-one meetings and telephone interviews with US and European cruise line decision-makers to learn of their present and planned future deployment to the Port of Miami and the region given current and future circumstances relevant to world and regional operations. Interviews will focus on:

- Future business plans;
- Desirability to provide more capacity by each brand in Miami;
- Operators, including business strategies, products offered and other data;
- Itineraries, deployment characteristics and product offerings;
- Operational costs at Miami vs. competitors;
- Passenger profile and demographic information; and,
- Cruise line selection criteria for expansion of activities into geographic regions and/or port facilities, with emphasis placed on identification of cruise port facility requirements (hard and soft infrastructure), characteristics of destinations held in high regard by lines, methodologies used by lines in deployment, and operational cost issues and considerations.

5.6 Strengths, Weaknesses, Opportunities and Threats (SWOT) Assessment

The B&A Team will distill the data collected into a manageable set of issues and opportunities for the future of cruise tourism and ferry operations to the Port of Miami. This will be achieved through a specific SWOT analysis of information collected. Strengths and weaknesses are internal to the Port and City; opportunities and threats are external. By example, an opportunity for the Port of Miami could be an idea that should be pursued because it has potential to successfully attract additional homeport and/or port-of-call cruise traffic. Threats, on the other hand, are circumstances or trends that could erode the Port of Miami's competitive position. As not all these issues are of equal importance, critical items will be weighed and prioritized.

5.7 Long-term cruise forecasting

Building from the foundation of information assembled above, B&A will prepare short- (5 year), intermediate- (15 year) and long-term (25 Year) annualized forecasts of passenger throughput to the Port of Miami. The B&A Team will analyze the overall potential several ways:

- **Long-term agreements** – We will review all commitments for cruise vessel deployments;
- **Market capture** – We will segregate the Miami traffic into sub-sectors and estimate market capture rates of shipping capacity into each sector; subsequently such traffic will be divided between the different competing ports for the traffic;
- **Deployment scenarios** – We will use the interviews and reviews of historical traffic and develop actual deployment patterns by each major cruise line; and,
- **Industry growth** – B&A will estimate the overall industry growth and apply that facto to Miami's traffic.

Results from each projection technique will be reviewed, and preliminary composite low, base, and high passenger throughput projections will be made. Risks and challenges associated with achieving these forecasts will be fully outlined. Sensitivity or "what if?" testing will also be conducted on prepared preliminary forecasts. Preliminary projections will also be compared against the physical capacity of Port of Miami and downstream cruise port facilities. From this analysis, a final set of annualized passenger activity and vessel throughput projections will be derived.

Overall growth rates will be established based on a combination of known ship deployment information based on shipyard delivery forecasts and long-term growth patterns based on cruise industry trends for a 5-, 15- and 25-year forecast.

5.8 Ferry forecast

Ferry forecasts will revolve around individual assumptions and likely scenarios given the anticipated future development of operations to Cuba and other relevant factors. Scenarios may include expected traffic vs. dollar investments to induce traffic. A summary of regional trends and potential impacts will be prepared.

5.9 Workshop

A workshop and presentation will be held with the Port of Miami to discuss the cruise and ferry projections.

Deliverables

1. Cruise market and forecast report.

■ TASK 6 – CRUISE AND FERRY FACILITY DEMAND

6.1 Vessel characteristics

The B&A Team will prepare a recommended set of criteria for design and operations for review by the Port of Miami. These criteria will include determining the "design vessels" (i.e. LOA, beam, draught, passenger and crew count, vehicle/Ro-Ro capacities {as required}), clearance times, gangway operational ranges, vehicle loading doors, and other vessel characteristics.

We will analyze the potential and possible impact of the introduction of new vessels over the next twenty plus years that exceed the size and configuration of the established design vessel for this project. B&A will identify the characteristics of the anticipated vessels:

- Size;
- Length; and,
- Passenger capacity.

6.2 Cruise and ferry facility berth demand

The B&A Team will create a model for the anticipated distribution of ship arrivals, by type and size in order to achieve a program in increments that define the following for the Port of Miami development. This model will take into account:

- Volumes of passengers;
- Seasonality;
- Itinerary types and duration; and,
- Daily fluctuations.

The analysis will yield the following:

- Number and characteristics of berths;

- Berth utilization (by day);
- Average and maximum passenger throughput at each facility utilized; and,
- Weekly passenger loads; and,
- Parking scenarios.

6.3 Terminal and upland requirements

Based upon the above the B&A Team will identify and quantify the following critical programmatic requirements:

- Marine;
  - Vessel berthing requirements;
  - Vessel docking requirements - Sewer requirements (if any), and utility hook-ups; and,
  - Gangway requirements - Size, capacity, location, space requirements, maintenance.
- Terminal;
  - Number of terminals;
  - Size;
  - Embarkation - Ground transportation, check-in, waiting areas, passenger security, and boarding;
  - Disembarkation - Ship arrival, immigration, baggage areas, customs; and,
  - We will identify any requirements by the Bureau of Customs and Border Patrol (BCP) for Immigration, Customs and Agriculture controls as they impact current and future operations at the Port of Miami.
- Ground transportation;
  - Curbside requirements;
  - Bus stall requirements;
  - Taxi staging areas;
  - Limousine staging areas;
  - Vehicle marshalling area requirements; and,
  - Parking.
- Overall passenger terminal complex issues. Pedestrian and vehicular access, traffic control, maintenance.

6.4 Workshop

A workshop and presentation will be held with the Port of Miami to discuss the cruise requirements.

Deliverables

1. Cruise facility demand report.

■ TASK 7 – CONSTRAINTS

7.1 Assessment of existing facilities

Using data collected the B&A Team will review and prepare an analysis of existing conditions found at the port. Emphasis will be placed on identifying the strengths and weaknesses of each facility, and defining opportunities for cost effective expansion and development and establish

capacity limitations. In particular B&A will establish capacity thresholds at the Port for each use.

7.2 Comparison with current Master Plan

The B&A Team will prepare a matrix comparing the needs and requirements developed in the above tasks against the current Port Master Plan to determine their strategic fit as well as implementability potential considering issues that will have been identified. In particular:

- The comparison of the projected demand for cargo, cruise and ferry facilities vs. the port capacity in the previous plan;
- The ability to service future business;
- The ability to resolve traffic issues;
- The ability to integrate the Tunnel plan;
- Environmental issues; and,
- Financial feasibility.

7.3 Constraint analysis strategies

A global analysis of the port's capacity will then be established and compared to the unconstrained demand forecasts. Where the potential demand exceeds the physical capacity of the Port's current footprint, the B&A Team will develop global strategies or policies for discussion and consideration which include these major decisions:

- Should the port preserve its current footprint on the Bay, or should expansion be considered?;
- Should off-site solutions be considered for intermodal activities?; and,
- Should the allocation of land to cargo or cruise change?

7.4 Workshop

A major policy workshop and presentation will be held with the Port of Miami to discuss the direction for the alternative development.

■ TASK 8 – ALTERNATIVES

8.1 Global alternatives

Depending on the strategic directions chosen in the above tasks the B&A Team will prepare a series of alternatives which allocate areas within the Port or in expansion areas for the following uses:

- Cargo;
- Cruise;
- Support;
- Roadway / Tunnel; and,
- Multimodal.

8.2 Alternative programs

The B&A Team will establish several preliminary design programs which will include:

- Cargo;
    - Number and lengths of container berths;
    - Number of Ro-Ro berths;
    - Yard size;
    - Warehousing; and,
    - Gates.
- Cruise;
    - Number and lengths of cruise berths;
    - Number and size of terminals; and,
    - Parking Access;
- Support spaces.

A series of marine navigation criteria for different types of vessels which presently or anticipated to use the facility will be developed. In particular, docking, navigation and maneuvering requirements will be established.

8.3 Operational alternatives

The B&A Team will develop an initial set of operational alternatives that include both on and off-site solutions for cargo, cruise and ferry terminal operations. This will provide a basis for discussion as to the components of the project which should or can be built long-term as well as other functions on and off-site.

8.4 Alternative comparison

The B&A Team will develop global evaluation matrix for each option and compare it against a series of criteria which include:

- Port capacity;
- Comparative cost;
- Implementability;
- Security;
- Environmental impacts;
- Impact on current operations; and,
- Traffic impacts.

8.5 Workshop

A workshop and presentation will be held for the Port of Miami to discuss the global options.

8.6 Direction

As a result of the analysis a direction will be chosen as to the major drivers for the alternatives, which include allocation of land and berths to the different uses and the target level of cargo and cruise traffic.

Deliverables

1. A series of PowerPoint presentations with alternatives and analysis.

■ TASK 9 – DETAILED ALTERNATIVES

9.1 Detailed alternatives

Based on the results of the workshops and subsequent meetings, the B&A Team will prepare detailed alternatives based on the program and locations chosen.

Among the options to be considered:

- Separation and dedicated cargo and cruise area;
- Possibility of mixing berthing for multiple uses; and,
- Cruise terminal configurations.

9.2 Budgets

Preliminary budget estimates of construction costs for each alternative will be developed.

9.3 Economic impacts of preliminary alternatives

Economic impacts associated with development of Plan alternatives will be estimated. The B&A Team will use the Port's Economic Impact Study as a guideline for the economic impact alternatives associated with future development plans. A ROI – Return on Investment Analysis will be included.

9.4 Impact of climate change

Without undertaking scientific studies, we will review the impact that sea-level rise can have on the Port of Miami. Particularly the B&A Team will review the current berth and land elevations and determine possible actions that the Port may take in future capital programs to mitigate any such events.

9.5 Concession / mixed-use analysis

The B&A Team will work with the Port of Miami to establish general programs and suitability associated with secondary markets and uses for the Port of Miami properties. The intent is to maximize potential revenues, insure complete facility utilization—and accordingly, the Port of Miami's investment and revenues—are maximized to the greatest extent as is practical.

In particular, the B&A Team will provide the Port with Best Practices at other cruise terminals, and the inclusion of other Secondary uses throughout the port including:

- Retail;
- F&B outlets;
- Trade show and conference facilities;
- Entertainment and shopping geared to cruise, ferry and land-based tourists as well as local residents;
- Office;
- Hotel;
- Tourism rail facilities;
- Advertising;
- Recreation and open space; and,
- Others to be identified.

Based upon our analysis of market demand, the B&A Team will propose development program options for the Port.

9.6 Alternative comparison

The B&A Team will develop global evaluation matrix for each option and compare it against a series of criteria which include:

- Port capacity;
- Comparative cost;
- Implementability;
- Environmental impacts;
- Security;
- Impact on current operations; and,
- Traffic impacts.

9.7 Workshop

The B&A Team will hold a planning workshop to agree on a direction.

■ TASK 10 - SELECTION OF A PREFERRED PLAN

10.1 Draft master plan

A draft final plan will be prepared and presented to the Port. This final plan will include all previous project work, namely: existing facilities conditions analysis, cargo and cruise line and vessel needs, alternative development concept(s); the final recommended plan, associated phasing, and capital improvement schedules will also be incorporated into the document.

The B&A Team will prepare detailed drawings of the final plan.

10.2 Preliminary cost estimates

The B&A Team will prepare preliminary cost estimates associated with the general concepts. Estimates will include a breakdown of preliminary project costs associated with building, site, roadway, marine infrastructure demolition and removal (if required); property acquisition (if required); marine construction; site preparation and utilities improvements; building construction; landscaping; roadway, marshalling, and apron areas; parking facilities; and other ancillary facilities contemplated under the project's general program assumptions.

Cost estimates will reflect construction standards, materials and labor costs applicable to the Miami area construction market.

10.3 Preliminary phasing plan

The B&A Team will prepare a phasing plan options to meet any commissioning dates set forth by Port.

10.4 Traffic and circulation

The B&A Team will determine the traffic impacts to the Port of Miami and adjacent roadways by examining the level of service for the existing traffic conditions and projected off-site traffic. The tunnel project will be reflected in the analysis. Traffic review and coordination of design plans and alternatives will be ongoing throughout the project.

The goals and objectives for this task are:

- Minimize, relocate or eliminate existing pedestrian/vehicle conflicts;
- Minimize, relocate or eliminate existing pedestrian/freight activity conflicts;
- Improve pedestrian circulation;
- Improve access to parking;
- Provide seamless and efficient inter-modal connections;
- Provide additional passenger drop-off and pick-up areas and short-term parking for passenger drop-offs and pick-ups;
- Provide bus drop-off and pick-up areas where required;
- Provide for hired vehicles and buses;
- Minimize vehicular traffic congestion;
- Define maneuvering areas for service vehicles entering the Port of Miami piers;
- Staging Areas for cruise and servicing vehicles; and,
- Ingress / Egress alternatives.

10.5 Parking

On-site parking, access and circulation are a critical element of the internal traffic operation. A review of parking demand will be done in conjunction with the demand projections of the cruise, cargo and ferry industries, surrounding uses and the seasonality of each of the critical uses.

Deliverables

1. 10 copies of the draft master plan.

■ TASK 11 – FINANCIAL PLAN

11.1 Competitive tariffs

The B&A Team will assemble and prepare the following information:

- Port of Miami current tariff structure levels and discounting (if applicable);
- An analysis of comparable tariff structures charged for cargo, cruise and ferry operations in the region; and,
- An analysis of the potential tariffs that could be collected.

11.2 Review of current long-term port agreements

Current Port Tenant Agreements will be reviewed from a financial perspective as they relate to the long-term business strategies of the Port of Miami to determine guarantees and tariff limitations.

11.3 Financial model

The B&A Team will build an integrated financial model that will be capable of illustrating the financial results of the Port of Miami, as well as assess the viability of individual capital projects. The financial model will be tailored specifically to the particularities of the situation at the Port of Miami.

The model will be capable of assessing various scenarios, based on variations in key variables such as cruise, ferry and cargo throughput, tariff variations and other revenues and cost line items. In addition the model will take into account potential concessionaire income.

The model will produce a full set of pro forma financial statements for each scenario. The model will be written in MS Excel for future use by the port.

Based on the cargo, cruise and ferry long-term forecasts, we will prepare a first draft of the revenue and expense forecasts by year. B&A will review its findings with the Port of Miami and make appropriate adjustments. There may also be the need to run different scenarios to obtain a sensitivity analysis to certain parameters, such as passenger volumes, cargo type throughput, tariffs, cost structures, management structures, concessions and others. These forecasts will be prepared with other uses independently evaluated, thus allowing for the ability to look at different long-term development options.

The outputs of the model will include:

- Profit and loss statement;
- Cash flow statement;
- Financial ratios; and,
- Ratio analyses.

11.4 Analysis

B&A will provide an analysis that will attempt to segregate both capital and operating costs to establish the financial viability of the three main business units;

- Cruise operations;
- Cargo operations;
- Ferry operations; and,
- Real estate.

This study will not be used to establish allocation of overhead to each unit, but rather have a benchmark dashboard study to see the viability of the impact of the investment.

11.5 Revenues available for financing

Based on the forecasts the B&A Team will calculate how and if there are excess revenues available for facility financing and improvements.

We will review the various options open to the Port of Miami with respect to its port agreements, grants, or other revenue sources that can be used to program the capital program

11.6 Workshop

The B&A Team will hold a workshop to present the findings of the financial model and reconcile against the draft master plan.

Deliverables

1. Financial / strategic plan report.
2. Financial model.

■ TASK 12- FINAL MASTER PLAN

12.1 Reconciliation of financial and capital phasing plan

The B&A Team will take the results from the financial workshop and adjust the capital phasing program to reflect the conclusions reached at workshop 11.5.

12.2 Final Draft Report Preparation and Presentation(s)

The B&A Team will prepare ten (10) copies of its final draft report submission and presentation covering all work. B&A will receive feedback during this meeting as well as subsequent review by the Port of Miami and make all required modifications to the report and presentation.

From the direction provided under previous tasks, B&A will develop the preferred Master Plan development approach, and subsequently, the draft 2035 Business Master Plan for the Port of Miami.

Based on Port review, the Plan will be accordingly updated and revised into a final draft version and final presentation of all Plan materials.

12.3 Master Plan document

The B&A Team will prepare the final Master Plan that will include the following sections:

- Executive summary;
- Goals and objectives;
- Strategies;
- Current conditions;
- Future market demands;
- Land uses;
- Alternatives;
- Selected Plan;
- Phasing plan;
- Sub-elements; and,
    - Transportation plan;
    - Storm water plan;
    - Parking plan;
    - Environmental plan;
    - Infrastructure;

- Security;
- Implementation strategies.

12.4 Implementation plan

Strategies will be developed by the B&A Team including regulatory policies, rules and regulations; continued community and political outreach; environmental issues and permitting; financial and investor participation; facility marketing; and others.

The B&A Team will provide a series of strategies for consideration by the Port of Miami as to the possible future direction for the port, including an evaluation as to what market conditions could change over time that would yield a net benefit / positive development opportunity for each of the development alternatives identified in the study.

12.5 Review of way-finding plan

The B&A Team will review the latest Port of Miami way-finding plan to determine any inconsistencies with the new plan. Based upon the review of the plan and subsequent recommendations identified as part of the cargo, cruise and ferry design program, we will provide a list of recommendations to support future planning projects and meet the needs of the Port of Miami, users and its tenants.

The recommendations will reflect specific traffic impacts, circulation issues, relocation or re-assignment of terminals, bridge and tunnel activities, coordination with downtown Miami and the Miami International Airport for passenger coach movements, tenant needs (such as RCCL and World Trade Center tenants), and others to be identified.

12.6 Mooring Improvements Analysis – Cruise and Cargo Areas

Based upon site inspection, assessments, direct input from Port of Miami engineering reports and personnel and the projections of future cargo, cruise and ferry design vessel(s) we will provide mooring improvements analysis assessing the existing physical conditions of the piers, bollards and critical infrastructure and defining the future requirements as per the design vessels. This excludes specific design of the mooring systems, fendering, etc.

A summary report will be provided to the Port of Miami.

Deliverables

1. 50 copies of Final master plan.
2. 50 copies of Financial Strategic Business plan.
3. Letter reports:
    a. Way-finding; and,
    b. Mooring improvements analysis.

Where applicable the Draft Reports for each workshop will be provided prior to the workshop for review by the Port of Miami.

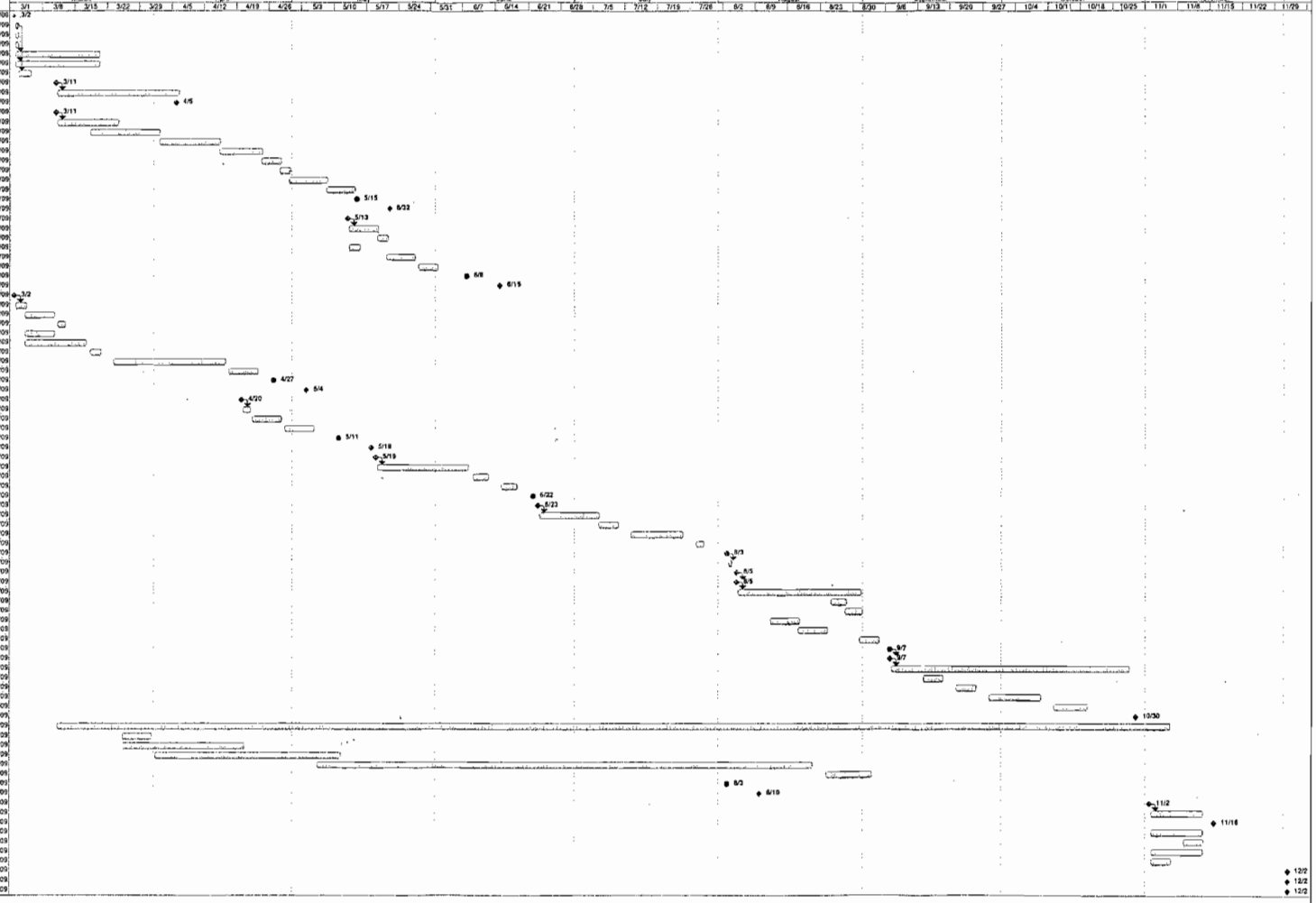
EXCLUSIONS

The following items are not included in the scope:

1. Aerials;
2. Surveys;
3. Underground mapping;
4. Geotechnical;
5. Underwater inspections;
6. Underwater environmental mapping;
7. Hydrodynamic modeling; and,
8. Detailed designs of way-finding or landscaping.

Port of Miami
2035 Master Plan

Task Name	Duration	Start	Finish
Task 1: Data Collection and Inspections	0 days	Mon 3/2/09	Mon 3/2/09
1.1 Project commencement Workshop	1 day	Mon 3/2/09	Mon 3/2/09
1.2 Initial direction and strategy	1 day	Mon 3/2/09	Mon 3/2/09
1.3 Outreach strategy formulation	1 day	Mon 3/2/09	Mon 3/2/09
1.4 Current port facilities, infrastructure and planning efforts	15 days	Mon 3/2/09	Fri 3/20/09
1.5 Historical statistics and financial information	15 days	Mon 3/2/09	Fri 3/20/09
1.6 Inspections	3 days	Mon 3/2/09	Thu 3/5/09
Task 2: Mapping	0 days	Wed 3/11/09	Wed 3/11/09
2.1 Base maps	20 days	Wed 3/11/09	Mon 4/6/09
Deliverable: Port Base Maps	0 days	Mon 4/6/09	Mon 4/6/09
Task 3: Cargo Market Assessment	0 days	Wed 3/11/09	Wed 3/11/09
3.1 Profile current cargo carriers and shippers calling at the Port	10 days	Wed 3/11/09	Tue 3/24/09
3.2 Interview terminal operators and tenants	12 days	Wed 3/18/09	Thu 4/2/09
3.3 Competitive cost evaluation	10 days	Thu 4/2/09	Wed 4/15/09
3.4 Identify growing trade routes and niche markets	5 days	Wed 4/15/09	Fri 4/24/09
3.5 Quantify the current potential market	3 days	Fri 4/24/09	Tue 4/28/09
3.6 Strengths, Weaknesses, Opportunities and Threats (SWOT) Assessment	3 days	Tue 4/28/09	Thu 4/30/09
3.7 Estimate of future cargo throughput (unconstrained)	7 days	Thu 4/30/09	Fri 5/8/09
3.8 Future cargo throughput section submission	5 days	Fri 5/8/09	Thu 5/14/09
3.9 Workshop	0 days	Fri 5/15/09	Fri 5/15/09
Deliverable: Cargo Forecast Report	0 days	Fri 5/22/09	Fri 5/22/09
Task 4: Cargo Facility Demand	0 days	Wed 5/13/09	Wed 5/13/09
4.1 Cargo berth demand	5 days	Wed 5/13/09	Tue 5/19/09
4.2 Cargo yard demand	3 days	Tue 5/19/09	Thu 5/21/09
4.3 Service vessel and support	3 days	Wed 5/13/09	Fri 5/15/09
4.4 Cargo traffic forecasts	5 days	Thu 5/21/09	Wed 5/27/09
4.5 Off site impacts	3 days	Thu 5/28/09	Mon 6/1/09
4.6 Workshop	0 days	Mon 6/8/09	Mon 6/8/09
Deliverable: Cargo Facility Demand Report	0 days	Mon 6/15/09	Mon 6/15/09
Task 5: Cruise and Ferry Market Assessment	0 days	Mon 3/2/09	Mon 3/2/09
5.1 Historical review for cruise and ferry operations	3 days	Mon 3/2/09	Wed 3/4/09
5.2 Assessment of macro and micro cruise trends	5 days	Wed 3/4/09	Tue 3/10/09
5.3 Competitors for traffic	2 days	Wed 3/11/09	Thu 3/12/09
5.4 Identify and interview ferry operators	5 days	Wed 3/4/09	Tue 3/10/09
5.5 Interview cruise lines	10 days	Wed 3/4/09	Tue 3/17/09
5.6 Strengths, Weaknesses, Opportunities and Threats (SWOT) Assessment	3 days	Wed 3/18/09	Fri 3/20/09
5.7 Long term cruise forecasting	20 days	Mon 3/23/09	Thu 4/16/09
5.8 Ferry forecast	5 days	Fri 4/17/09	Thu 4/23/09
5.9 Workshop	0 days	Mon 4/27/09	Mon 4/27/09
Deliverable: Cruise Market and Forecast Report	0 days	Mon 5/4/09	Mon 5/4/09
Task 6: Cruise and Ferry Facility Demand	0 days	Mon 4/20/09	Mon 4/20/09
6.1 Vessel characteristics	2 days	Mon 4/20/09	Tue 4/21/09
6.2 Cruise and ferry facility berth demand	5 days	Wed 4/22/09	Tue 4/28/09
6.3 Terminal and upland requirements	5 days	Wed 4/29/09	Tue 5/5/09
6.4 Workshop	0 days	Mon 5/11/09	Mon 5/11/09
Deliverable: Cruise Facility Demand Report	0 days	Mon 5/18/09	Mon 5/18/09
Task 7: Constraints	0 days	Tue 5/19/09	Tue 5/19/09
7.1 Assessment of existing facilities	15 days	Tue 5/19/09	Mon 6/8/09
7.2 Comparison with current master plan	4 days	Tue 5/9/09	Fri 6/12/09
7.3 Constraint analysis strategies	4 days	Mon 6/15/09	Thu 6/18/09
7.4 Workshop	0 days	Mon 6/22/09	Mon 6/22/09
Task 8: Alternatives	0 days	Tue 6/23/09	Tue 6/23/09
8.1 Global alternatives	10 days	Tue 6/23/09	Mon 7/6/09
8.2 Alternative programs	5 days	Mon 7/6/09	Fri 7/10/09
8.3 Operational alternatives	10 days	Mon 7/13/09	Fri 7/24/09
8.4 Alternative comparison	2 days	Mon 7/27/09	Tue 7/28/09
8.5 Workshop	0 days	Mon 8/3/09	Mon 8/3/09
8.6 Direction	1 day	Mon 8/3/09	Mon 8/3/09
Deliverable: Series of Presentations with Alternatives and Analysis	0 days	Wed 8/5/09	Wed 8/5/09
Task 9: Detailed Alternatives	0 days	Wed 8/5/09	Wed 8/5/09
9.1 Detailed alternatives	20 days	Wed 8/5/09	Mon 8/31/09
9.2 Budgets	4 days	Tue 8/25/09	Fri 8/28/09
9.3 Economic impacts of preliminary alternatives	2 days	Fri 8/28/09	Mon 8/31/09
9.4 Impact of climate change	5 days	Wed 8/12/09	Tue 8/18/09
9.5 Concession / mixed use analysis	5 days	Tue 8/18/09	Mon 8/24/09
9.6 Alternative comparison	5 days	Mon 8/31/09	Fri 9/4/09
9.7 Workshop	0 days	Mon 9/7/09	Mon 9/7/09
Task 10: Selection of a Preferred Plan	0 days	Mon 9/7/09	Mon 9/7/09
10.1 Draft master plan	40 days	Mon 9/7/09	Wed 10/28/09
10.2 Preliminary cost estimates	5 days	Mon 9/14/09	Fri 9/18/09
10.3 Preliminary phasing plan	5 days	Mon 9/21/09	Fri 9/25/09
10.4 Traffic and circulation	10 days	Mon 9/28/09	Fri 10/9/09
10.5 Parking	6 days	Mon 10/12/09	Mon 10/19/09
Deliverable: Draft Master Plan	0 days	Fri 10/30/09	Fri 10/30/09
Task 11: Financial Plan	182 days	Wed 3/11/09	Fri 11/6/09
11.1 Competitive tariffs	5 days	Wed 3/25/09	Tue 3/31/09
11.2 Review of current long-term port agreements	20 days	Wed 3/25/09	Mon 4/20/09
11.3 Financial model	30 days	Wed 4/1/09	Mon 5/11/09
11.4 Analysis	82 days	Wed 5/6/09	Fri 8/21/09
11.5 Revenues available for financing	8.38 days	Mon 8/24/09	Wed 9/2/09
11.6 Workshop	0 days	Mon 8/3/09	Mon 8/3/09
Deliverable(s): Financial / Strategic Plan Report and Financial Model	0 days	Mon 8/10/09	Mon 8/10/09
Task 12: Final Master Plan	0 days	Mon 11/2/09	Mon 11/2/09
12.1 Reconciliation of financial and capital phasing plan	10 days	Mon 11/2/09	Fri 11/13/09
12.2 Final draft preparation and presentation(s)	0 days	Mon 11/16/09	Mon 11/16/09
12.3 Master plan document	10 days	Mon 11/2/09	Fri 11/13/09
12.4 Implementation plan	5 days	Mon 11/9/09	Fri 11/13/09
12.5 Review of way-finding plan	10 days	Mon 11/2/09	Fri 11/13/09
12.6 Mooring improvements analysis - cruise and cargo areas	5 days	Mon 11/2/09	Fri 11/6/09
Deliverable: Final Master Plan	0 days	Wed 12/2/09	Wed 12/2/09
Deliverable(s): Way-finding and Landscaping Plan Reviews	0 days	Wed 12/2/09	Wed 12/2/09
Deliverable: Mooring Improvements Analysis - Cruise and Cargo Areas	0 days	Wed 12/2/09	Wed 12/2/09



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Port of Miami Master Plan
12/16/2008
Bermello, Ajamil & Partners

Summary

Firm	Total hours	total unburdened	Labor	Expenses	Total fee
Bermello, Ajamil & Partners	4702	$ 260,201	$ 741,574	$ 6,180	$ 747,754
Martin Associates	1210	$ 148,980	$ 148,980	$ 2,430	$ 151,410
Triangle (CBE)	800	$ 92,682	$ 92,682	$ 200	$ 92,882
F R Aleman & Associates	248	$ 25,482	$ 25,482	$ -	$ 25,482
David Plummer and Associates	220	$ 32,200	$ 32,200	$ -	$ 32,200
Westhorp and Associates (CBE)	710	$ 79,777	$ 79,777	$ 185	$ 79,962
Labozan Associates, Inc.	135	$ 19,350	$ 19,350	$ 960	$ 20,310
Totals	8025	$ 658,673	$ 1,140,045	$ 9,955	$ 1,150,000
CBE	1510	$ 172,459	$ 172,459	$ 385	$ 172,844
Percent of fee					15.03%

Port of Miami Master Plan
12/16/2008
rmello, Ajamil & Partners

Date:	Dec. 16, 2008	Bermello, Ajamil & Partners											
Task	Description	Principal - L. Ajamil	Project Manager -	Sr Port Plan - F. Alespeith	Sr Port Eng - F. Tejidor	Sr Arch - S. Suarez	Planner	Port Eng	QA/QC - J. Ferrer	Estimator - A. Moreno	Sr CAD tech	CAD tech	Clerical	Task Total
	Name	Ajamil	Ittel	Alespeith	Tejidor	Suarez	-	-	Ferrer	Moreno	-	-	-	
1	**Data Collection and Inspections**													
1.1	Project commencement Workshop													0
1.2	Initial direction and strategy	8	2											10
1.3	Outreach strategy formulation	2	4											6
1.4	Current port facilities, infrastructure and planning efforts		4											4
1.5	Historical statistics and financial information	2	12	40										54
1.6	Inspections	2	8	16	24			16						66
2	**Mapping**													
2.1	Base maps			160										160
3	**Cargo Market Assessment**													
3.1	Profile current corga carriers and shippers calling at the Port													0
3.2	Interview terminal operators and tenants		40											40
3.3	Competitive cost evaluation													0
3.4	Identify growing trade routes and niche markets													0
3.5	Quantify the current potential market													0
3.6	Strengths, Weaknesses, Opportunities and Threats (SWOT) Assessment													0
3.7	Estimate of future corga throughput (unconstrained)													0
3.8	Future cargo throughput Section submission	4	8											12
3.9	Workshop													0
4	**Cargo Facility Demand**													
4.1	Cargo berth demand	16												16
4.2	Cargo yard demand	16												16
4.3	Service vessel and support			16										
4.4	Cargo traffic forecasts													0
4.5	Off Site Impacts	4												4
4.6	Workshop													0
5	**Cruise and Ferry Market Assessment**													
5.1	Historical review for cruise and ferry operations	2	16											18
5.2	Assessment of macro and micro cruise trends		40											40
5.3	Competitors for traffic		16											16
5.4	Identify and interview ferry operators		40											40
5.5	Interview cruise lines		40											40
5.6	Strengths, Weaknesses, Opportunities and Threats (SWOT) Assessment	1	30											31
5.7	Long-term cruise forecasting	4	120										160	284
5.8	Ferry forecast	2	32											34
5.9	Workshop													0
6	**Cruise and Ferry Facility Demand**													
6.1	Vessel characteristics		4											4
6.2	Cruise and ferry facility berth demand	40	8											48
6.3	Terminal and upland requirements	24	8	40										72
6.4	Workshop													0
7	**Constraints**													
7.1	Assessment of existing facilities	8	40	80	80									208
7.2	Comparison with current Master Plan	4	24											28
7.3	Constraint analysis strategies	24	24											48
7.4	Workshop													0
8	**Alternatives**													
8.1	Global alternatives	16	24	80										120
8.2	Alternative programs	1	40	24										65
8.3	Operational alternatives	4	60	16										80
8.4	Alternative comparison	4	4	16										24
8.5	Workshop													0
8.6	Direction													0
9	**Detailed Alternatives**													
9.1	Detailed alternatives	8	24	160	160	120					160			632
9.2	Budgets		32							40				72
9.3	Economic impacts of preliminary alternatives		16											16
9.4	Impact of climate change	2	8	32	32									74
9.5	Concession / mixed-use analysis	4				40								44
9.6	Alternative comparison	1	40	40										81
9.7	Workshop													0
10	**Selection of a Preferred Plan**													
10.1	Draft master plan	4	120	240			160				240		160	924
10.2	Preliminary cost estimates	2	24							40				66
10.3	Preliminary phasing plan	4	8	40										52
10.4	Traffic and circulation	8	8											16
10.5	Parking	40	2											42
11	**Financial Plan**													
11.1	Competitive tariffs	24	4											28
11.2	Review of current long-term port agreements	40	16											56
11.3	Financial model	80	4	24										108
11.4	Analysis	40	4											
11.5	Revenues available for financing	40	4											44
11.6	Workshop													0
12	**Final Master Plan**													
12.1	Reconciliation of financial and capital phasing plan	40	80				80							200
12.2	Final draft report preparation and presentation(s)		8											8
12.3	Master Plan document	4	40	120			120		40				160	484
12.4	Implementation plan	4	40	16										60
12.5	Review of way-finding plan		4											4
12.6	Mooring improvements analysis – cruise and cargo areas		3		40									43
	Total hours	533	1137	1160	336	160	360	16	40	80	400	0	480	4642
	Hourly rate	$61.40	$88.94	$56.77	$50.13	$46.77	$30.65	$33.00	$50.96	$31.00	$27.42	$22.58	$19.00	
	Unburdened cost	$32,728	$101,125	$65,853	$16,844	$7,483	$11,034	$528	$2,038	$2,480	$10,968	$0	$9,120	
	Total labor cost	$260,201												
	Multiplier	2.85												
	Total labor charge	$741,574												

Direct Expenses	Description	Cost
Printing		$4,200
Travel		
Telephone		$1,200
Courier		$780
	Subtotal	$6,180
Direct expense multiplier	0.00%	$0
	Total direct expenses	$6,180
	GRAND TOTAL	$747,754

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Port of Miami Master Plan
12/16/2008
Martin Associates

Date:	Dec. 16, 2008	Martin Associates			
Task	Description	[illegible]	[illegible]	[illegible]	[illegible]
	Name	John Martin	Mike [illegible]	Mike Pitcher	Mike [illegible]
1	**Data Collection and Inspections**				
1.1	Project commencement Workshop				
1.2	Initial direction and strategy				
1.3	Outreach strategy formulation				
1.4	Current port facilities, infrastructure and planning efforts				
1.5	Historical statistics and financial information				
1.6	Inspections				
2	**Mapping**				
2.1	Base maps				
3	**Cargo Market Assessment**				
3.1	Profile current cargo carriers and shippers calling at the Port	24	40	40	
3.2	Interview terminal operators and tenants	24	40	40	40
3.3	Competitive cost evaluation	24	40	40	40
3.4	Identify growing trade routes and niche markets	8	40	40	40
3.5	Quantify the current potential market	40	40	40	40
3.6	Strengths, Weaknesses, Opportunities and Threats (SWOT) Assessment	40	40	40	
3.7	Estimate of future cargo throughput (unconstrained)	40	40	40	
3.8	Future cargo throughput Section submission	8	40	8	
3.9	Workshop	8	8	8	
4	**Cargo Facility Demand**				
4.1	Cargo berth demand	24	40	40	
4.2	Cargo yard demand	24	40	40	
4.3	Service vessels and support				
4.4	Cargo traffic forecasts	24	40	40	
4.5	Off Site Impacts				
4.6	Workshop	8	8	8	
5	**Cruise and Ferry Market Assessment**				
5.1	Historical review for cruise and ferry operations				
5.2	Assessment of macro and micro cruise trends				
5.3	Competitors for traffic				
5.4	Identify and Interview Ferry Operators				
5.5	Interview Cruise Lines				
5.6	Strengths, Weaknesses, Opportunities and Threats (SWOT) Assessment				
5.7	Long-term cruise forecasting				
5.8	Ferry forecast				
5.9	Workshop				
6	**Cruise and Ferry Facility Demand**				
6.1	Vessel Characteristics				
6.2	Cruise and ferry facility berth demand				
6.3	Terminal and upland requirements				
6.4	Workshop				
7	**Constraints**				
7.1	Assessment of existing facilities				
7.2	Comparison with current Master Plan				
7.3	Constraint analysis strategies				
7.4	Workshop				
8	**Alternatives**				
8.1	Global alternatives				
8.2	Alternative programs				
8.3	Operational alternatives				
8.4	Alternative comparison				
8.5	Workshop				
8.6	Direction				
9	**Detailed Alternatives**				
9.1	Detailed alternatives				
9.2	Budgets				
9.3	Economic impacts of preliminary alternatives				
9.4	Impact of climate change				
9.5	Concession / mixed-use analysis				
9.6	Alternative comparison				
9.7	Workshop				
10	**Selection of a Preferred Plan**				
10.1	Draft master plan				
10.2	Preliminary cost estimates				
10.3	Preliminary phasing plan				
10.4	Traffic and circulation				
10.5	Parking				
11	**Financial Plan**				
11.1	Competitive tariffs				
11.2	Review of current long-term port agreements				
11.3	Financial model				
11.4	Analysis				
11.5	Revenues available for financing				
11.6	Workshop				
12	**Final Master Plan**				
12.1	Reconciliation of financial and capital phasing plan				
12.2	Final Draft Report Preparation and Presentation(s)				
12.3	Master Plan document				
12.4	Implementation plan				
12.5	Review of way-finding plan				
12.6	Mooring Improvements Analysis -- Cruise and Cargo Areas				
	Total hours	266	576	248	120
	Hourly rate	$150.00	$125.00	$90.00	$75.00
	Unburdened cost	$39,900	$77,760	$22,320	$9,000
	Total labor cost	$148,980			
	Multiplier	1.00			
	Total labor charge	$148,980			

Direct Expenses	Description	Cost
Printing		
Travel	2 Person trips (6 days total - 3 days per trip)	$2,430
Telephone		
Courier		
	Subtotal	$2,430
Direct expense multiplier	0.00%	$0
	Total direct expenses	$2,430
	GRAND TOTAL	$151,410

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Port of Miami Master Plan
12/16/2008
Triángle (CBE)

Date:	Dec. 16, 2008	Triangle			
Task	Description	Project Manager	[illegible]	[illegible]	[illegible]
	Name	Paul Weiner	[illegible]	[illegible]	[illegible]
1	**Data Collection and Inspections**				
1.1	Project commencement Workshop				
1.2	Initial direction and strategy				
1.3	Outreach strategy formulation				
1.4	Current port facilities, infrastructure and planning efforts				
1.5	Historical statistics and financial information				
1.6	Inspections	24	24	24	24
2	**Mapping**				
2.1	Base maps	8	90	180	120
3	**Cargo Market Assessment**				
3.1	Profile current cargo carriers and shippers calling at the Port				
3.2	Interview terminal operators and tenants				
3.3	Competitive cost evaluation				
3.4	Identify growing trade routes and niche markets				
3.5	Quantify the current potential market				
3.6	Strengths, Weaknesses, Opportunities and Threats (SWOT) Assessment				
3.7	Estimate of future cargo throughput (unconstrained)				
3.8	Future cargo throughput Section submission				
3.9	Workshop				
4	**Cargo Facility Demand**				
4.1	Cargo berth demand				
4.2	Cargo yard demand				
4.3	Service vessels and support				
4.4	Cargo traffic forecasts				
4.5	Off Site Impacts				
4.6	Workshop				
5	**Cruise and Ferry Market Assessment**				
5.1	Historical review for cruise and ferry operations				
5.2	Assessment of macro and micro cruise trends				
5.3	Competitors for traffic				
5.4	Identify and Interview Ferry Operators				
5.5	Interview Cruise Lines				
5.6	Strengths, Weaknesses, Opportunities and Threats (SWOT) Assessment				
5.7	Long-term cruise forecasting				
5.8	Ferry forecast				
5.9	Workshop				
6	**Cruise and Ferry Facility Demand**				
6.1	Vessel Characteristics				
6.2	Cruise and ferry facility berth demand				
6.3	Terminal and upland requirements				
6.4	Workshop				
7	**Constraints**				
7.1	Assessment of existing facilities	50	30	16	100
7.2	Comparison with current Master Plan				
7.3	Constraint analysis strategies				
7.4	Workshop				
8	**Alternatives**				
8.1	Global alternatives				
8.2	Alternative programs				
8.3	Operational alternatives				
8.4	Alternative comparison				
8.5	Workshop				
8.6	Direction				
9	**Detailed Alternatives**				
9.1	Detailed alternatives				
9.2	Budgets	8	90	24	24
9.3	Economic impacts of preliminary alternatives				
9.4	Impact of climate change				
9.5	Concession / mixed-use analysis				
9.6	Alternative comparison				
9.7	Workshop				
10	**Selection of a Preferred Plan**				
10.1	Draft master plan				
10.2	Preliminary cost estimates				
10.3	Preliminary phasing plan				
10.4	Traffic and circulation				
10.5	Parking				
11	**Financial Plan**				
11.1	Competitive tariffs				
11.2	Review of current long-term port agreements				
11.3	Financial model				
11.4	Analysis				
11.5	Revenues available for financing				
11.6	Workshop				
12	**Final Master Plan**				
12.1	Reconciliation of financial and capital phasing plan				
12.2	Final Draft Report Preparation and Presentation(s)				
12.3	Master Plan document				
12.4	Implementation plan				
12.5	Review of way-finding plan				
12.6	Mooring Improvements Analysis – Cruise and Cargo Areas				
	Total hours	60	224	248	268
	Hourly rate	$148.20	$114.00	$142.50	$85.50
	Unburdened cost	$8,892	$25,536	$35,340	$22,914
	Total labor cost	$92,682			
	Multiplier	1.00			
	Total labor charge	$92,682			

Direct Expenses	Description	Cost
Printing		$200
Travel		$0
Telephone		$0
Courier		$0
	Subtotal	$200
Direct expense multiplier	0.00%	$0
	Total direct expenses	$200
	GRAND TOTAL	$92,882

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Port of Miami Master Plan
12/16/2008
Westhorp and Associates (CBE)

Date:	Dec. 16, 2008	Westhorp		
Task	Description	Principal	Senior Engineer	Project Manager
	Name	Brenda J. Westhorp	Diana Santana	Nalia Hosein
1	**Data Collection and Inspections**			
1.1	Project commencement Workshop			
1.2	Initial direction and strategy			
1.3	Outreach strategy formulation			
1.4	Current port facilities, infrastructure and planning efforts			
1.5	Historical statistics and financial information			
1.6	Inspections			
2	**Mapping**			
2.1	Base maps	8	8	40
3	**Cargo Market Assessment**			
3.1	Profile current cargo carriers and shippers calling at the Port			
3.2	Interview terminal operators and tenants			
3.3	Competitive cost evaluation			
3.4	Identify growing trade routes and niche markets			
3.5	Quantify the current potential market			
3.6	Strengths, Weaknesses, Opportunities and Threats (SWOT) Assessment			
3.7	Estimate of future cargo throughput (unconstrained)			
3.8	Future cargo throughput Section submission			
3.9	Workshop			
4	**Cargo Facility Demand**			
4.1	Cargo berth demand			
4.2	Cargo yard demand			
4.3	Service vessels and support			
4.4	Cargo traffic forecasts			
4.5	Off Site Impacts			
4.6	Workshop			
5	**Cruise and Ferry Market Assessment**			
5.1	Historical review for cruise and ferry operations			
5.2	Assessment of macro and micro cruise trends			
5.3	Competitors for traffic			
5.4	Identify and Interview Ferry Operators			
5.5	Interview Cruise Lines			
5.6	Strengths, Weaknesses, Opportunities and Threats (SWOT) Assessment			
5.7	Long-term cruise forecasting			
5.8	Ferry forecast			
5.9	Workshop			
6	**Cruise and Ferry Facility Demand**			
6.1	Vessel Characteristics			
6.2	Cruise and ferry facility berth demand			
6.3	Terminal and upland requirements			
6.4	Workshop			
7	**Constraints**			
7.1	Assessment of existing facilities			
7.2	Comparison with current Master Plan			
7.3	Constraint analysis strategies	16	80	80
7.4	Workshop			
8	**Alternatives**			
8.1	Global alternatives	16	80	80
8.2	Alternative programs			
8.3	Operational alternatives			
8.4	Alternative comparison	16	80	80
8.5	Workshop			
8.6	Direction			
9	**Detailed Alternatives**			
9.1	Detailed alternatives			
9.2	Budgets			
9.3	Economic impacts of preliminary alternatives			
9.4	Impact of climate change	16	20	22
9.5	Concession / mixed-use analysis			
9.6	Alternative comparison			
9.7	Workshop			
10	**Selection of a Preferred Plan**			
10.1	Draft master plan			
10.2	Preliminary cost estimates			
10.3	Preliminary phasing plan			
10.4	Traffic and circulation			
10.5	Parking			
11	**Financial Plan**			
11.1	Competitive tariffs			
11.2	Review of current long-term port agreements			
11.3	Financial model			
11.4	Analysis			
11.5	Revenues available for financing			
11.6	Workshop			
12	**Final Master Plan**			
12.1	Reconciliation of financial and capital phasing plan			
12.2	Final Draft Report Preparation and Presentation(s)			
12.3	Master Plan document	8	20	40
12.4	Implementation plan			
12.5	Review of way-finding plan			
12.6	Mooring Improvements Analysis – Cruise and Cargo Areas			
	Total hours	80	288	342
	Hourly rate	$148.20	$114.00	$102.60
	Unburdened cost	$11,856	$32,832	$35,089
	Total labor cost	$79,777		
	Multiplier	1.00		
	Total labor charge	$79,777		

Direct Expenses	Description	Cost
Printing		$185
Travel		
Telephone		
Courier		
	Subtotal	$185
Direct expense multiplier	0.00%	$0
	Total direct expenses	$185
	GRAND TOTAL	$79,962

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Port of Miami Master Plan
12/16/2008
F R Aleman & Associates

Date:	Dec. 16, 2008	Aleman		
Task	Description	Project Manager	Sr. Urban Planner	Planner
	Name	Alfredo Aleman	Dorian Sanchez	Ana Pi
1	**Data Collection and Inspections**			
1.1	Project commencement Workshop			
1.2	Initial direction and strategy			
1.3	Outreach strategy formulation			
1.4	Current port facilities, infrastructure and planning efforts			
1.5	Historical statistics and financial information			
1.6	Inspections			
2	**Mapping**			
2.1	Base maps	[illegible]	[illegible]	[illegible]
3	**Cargo Market Assessment**			
3.1	Profile current cargo carriers and shippers calling at the Port			
3.2	Interview terminal operators and tenants			
3.3	Competitive cost evaluation			
3.4	Identify growing trade routes and niche markets			
3.5	Quantify the current potential market			
3.6	Strengths, Weaknesses, Opportunities and Threats (SWOT) Assessment			
3.7	Estimate of future cargo throughput (unconstrained)			
3.8	Future cargo throughput Section submission			
3.9	Workshop			
4	**Cargo Facility Demand**			
4.1	Cargo berth demand			
4.2	Cargo yard demand			
4.3	Service vessels and support			
4.4	Cargo traffic forecasts			
4.5	Off Site Impacts			
4.6	Workshop			
5	**Cruise and Ferry Market Assessment**			
5.1	Historical review for cruise and ferry operations			
5.2	Assessment of macro and micro cruise trends			
5.3	Competitors for traffic			
5.4	Identify and Interview Ferry Operators			
5.5	Interview Cruise Lines			
5.6	Strengths, Weaknesses, Opportunities and Threats (SWOT) Assessment			
5.7	Long-term cruise forecasting			
5.8	Ferry forecast			
5.9	Workshop			
6	**Cruise and Ferry Facility Demand**			
6.1	Vessel Characteristics			
6.2	Cruise and ferry facility berth demand			
6.3	Terminal and upland requirements			
6.4	Workshop			
7	**Constraints**			
7.1	Assessment of existing facilities			
7.2	Comparison with current Master Plan			
7.3	Constraint analysis strategies			
7.4	Workshop			
8	**Alternatives**			
8.1	Global alternatives			
8.2	Alternative programs			
8.3	Operational alternatives			
8.4	Alternative comparison			
8.5	Workshop			
8.6	Direction			
9	**Detailed Alternatives**			
9.1	Detailed alternatives			
9.2	Budgets			
9.3	Economic impacts of preliminary alternatives			
9.4	Impact of climate change			
9.5	Concession / mixed-use analysis			
9.6	Alternative comparison			
9.7	Workshop			
10	**Selection of a Preferred Plan**			
10.1	Draft master plan			
10.2	Preliminary cost estimates			
10.3	Preliminary phasing plan			
10.4	Traffic and circulation			
10.5	Parking			
11	**Financial Plan**			
11.1	Competitive tariffs			
11.2	Review of current long-term port agreements			
11.3	Financial model			
11.4	Analysis			
11.5	Revenues available for financing			
11.6	Workshop			
12	**Final Master Plan**			
12.1	Reconciliation of financial and capital phasing plan			
12.2	Final Draft Report Preparation and Presentation(s)			
12.3	Master Plan document			
12.4	implementation plan			
12.5	Review of way-finding plan			
12.6	Mooring Improvements Analysis – Cruise and Cargo Areas			
	Total hours	8	120	120
	Hourly rate	$150.00	$117.35	$85.50
	Unburdened cost	$1,200	$14,022	$10,260
	Total labor cost	$25,482		
	Multiplier	1.00		
	Total labor charge	$25,482		

Direct Expenses	Description	Cost
Printing		
Travel		
Telephone		
Courier		
	Subtotal	$0
Direct expense multiplier		$0
	Total direct expenses	$0
	GRAND TOTAL	$25,482

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Port of Miami Master Plan
12/16/2008
David Plummer and Associates

Date:	Dec. 16, 2008	Plummer			
Task	Description	[illegible]	[illegible]	[illegible]	[illegible]
	Name	[illegible]	[illegible]	[illegible]	[illegible]
1	**Data Collection and Inspections**				
1.1	Project commencement Workshop				
1.2	Initial direction and strategy				
1.3	Outreach strategy formulation				
1.4	Current port facilities, infrastructure and planning efforts				
1.5	Historical statistics and financial information				
1.6	Inspections				
2	**Mapping**				
2.1	Base maps				
3	**Cargo Market Assessment**				
3.1	Profile current cargo carriers and shippers calling at the Port				
3.2	Interview terminal operators and tenants				
3.3	Competitive cost evaluation				
3.4	Identify growing trade routes and niche markets				
3.5	Quantify the current potential market				
3.6	Strengths, Weaknesses, Opportunities and Threats (SWOT) Assessment				
3.7	Estimate of future cargo throughput (unconstrained)				
3.8	Future cargo throughput Section submission				
3.9	Workshop				
4	**Cargo Facility Demand**				
4.1	Cargo berth demand				
4.2	Cargo yard demand				
4.3	Service vessels and support				
4.4	Cargo traffic forecasts				
4.5	Off Site Impacts				
4.6	Workshop				
5	**Cruise and Ferry Market Assessment**				
5.1	Historical review for cruise and ferry operations				
5.2	Assessment of macro and micro cruise trends				
5.3	Competitors for traffic				
5.4	Identify and Interview Ferry Operators				
5.5	Interview Cruise Lines				
5.6	Strengths, Weaknesses, Opportunities and Threats (SWOT) Assessment				
5.7	Long-term cruise forecasting				
5.8	Ferry forecast				
5.9	Workshop				
6	**Cruise and Ferry Facility Demand**				
6.1	Vessel Characteristics				
6.2	Cruise and ferry facility berth demand				
6.3	Terminal and upland requirements				
6.4	Workshop				
7	**Constraints**				
7.1	Assessment of existing facilities				
7.2	Comparison with current Master Plan				
7.3	Constraint analysis strategies				
7.4	Workshop				
8	**Alternatives**				
8.1	Global alternatives				
8.2	Alternative programs				
8.3	Operational alternatives				
8.4	Alternative comparison				
8.5	Workshop				
8.6	Direction				
9	**Detailed Alternatives**				
9.1	Detailed alternatives				
9.2	Budgets				
9.3	Economic impacts of preliminary alternatives				
9.4	Impact of climate change				
9.5	Concession / mixed-use analysis				
9.6	Alternative comparison				
9.7	Workshop				
10	**Selection of a Preferred Plan**				
10.1	Draft master plan				
10.2	Preliminary cost estimates				
10.3	Preliminary phasing plan				
10.4	Traffic and circulation				
10.5	Parking				
11	**Financial Plan**				
11.1	Competitive tariffs				
11.2	Review of current long-term port agreements				
11.3	Financial model				
11.4	Analysis				
11.5	Revenues available for financing				
11.6	Workshop				
12	**Final Master Plan**				
12.1	Reconciliation of financial and capital phasing plan				
12.2	Final Draft Report Preparation and Presentation(s)				
12.3	Master Plan document				
12.4	Implementation plan				
12.5	Review of way-finding plan				
12.6	Mooring Improvements Analysis – Cruise and Cargo Areas				
	Total hours	40	100	40	40
	Hourly rate	[illegible]	[illegible]	[illegible]	[illegible]
	Unburdened cost	$6,000	$15,000	$6,000	$5,200
	Total labor cost	$32,200			
	Multiplier	[illegible]			
	Total labor charge	$32,200			

Direct Expenses	Description	Cost
Printing		[illegible]
Travel		[illegible]
Telephone		[illegible]
Courier		[illegible]
	Subtotal	$0
Direct expense multiplier	0.00%	$0
	Total direct expenses	$0
	GRAND TOTAL	**$32,200**

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Port of Miami Master Plan
12/16/2008
Labozan Associates, Inc.

Date:	Dec. 16, 2008	Labozan	
Task	Description	Principal	Asst.
	Name	Labozan	Roberts
1	**Data Collection and Inspections**		
1.1	Project commencement Workshop		
1.2	Initial direction and strategy		
1.3	Outreach strategy formulation		
1.4	Current port facilities, infrastructure and planning efforts		
1.5	Historical statistics and financial information		
1.6	Inspections		
2	**Mapping**		
2.1	Base maps		
3	**Cargo Market Assessment**		
3.1	Profile current cargo carriers and shippers calling at the Port		
3.2	Interview terminal operators and tenants		
3.3	Competitive cost evaluation		
3.4	Identify growing trade routes and niche markets		
3.5	Quantify the current potential market		
3.6	Strengths, Weaknesses, Opportunities and Threats (SWOT) Assessment		
3.7	Estimate of future cargo throughput (unconstrained)		
3.8	Future cargo throughput Section submission		
3.9	Workshop		
4	**Cargo Facility Demand**		
4.1	Cargo berth demand		
4.2	Cargo yard demand		
4.3	Service vessels and support		
4.4	Cargo traffic forecasts		
4.5	Off Site Impacts		
4.6	Workshop		
5	**Cruise and Ferry Market Assessment**		
5.1	Historical review for cruise and ferry operations		
5.2	Assessment of macro and micro cruise trends		
5.3	Competitors for traffic		
5.4	Identify and Interview Ferry Operators		
5.5	Interview Cruise Lines		
5.6	Strengths, Weaknesses, Opportunities and Threats (SWOT) Assessment		
5.7	Long-term cruise forecasting		
5.8	Ferry forecast		
5.9	Workshop		
6	**Cruise and Ferry Facility Demand**		
6.1	Vessel Characteristics		
6.2	Cruise and ferry facility berth demand		
6.3	Terminal and upland requirements		
6.4	Workshop		
7	**Constraints**		
7.1	Assessment of existing facilities		
7.2	Comparison with current Master Plan		
7.3	Constraint analysis strategies		
7.4	Workshop		
8	**Alternatives**		
8.1	Global alternatives		
8.2	Alternative programs		
8.3	Operational alternatives		
8.4	Alternative comparison		
8.5	Workshop		
8.6	Direction		
9	**Detailed Alternatives**		
9.1	Detailed alternatives		
9.2	Budgets		
9.3	Economic impacts of preliminary alternatives		
9.4	Impact of climate change		
9.5	Concession / mixed-use analysis		
9.6	Alternative comparison		
9.7	Workshop		
10	**Selection of a Preferred Plan**		
10.1	Draft master plan		
10.2	Preliminary cost estimates		
10.3	Preliminary phasing plan		
10.4	Traffic and circulation		
10.5	Parking		
11	**Financial Plan**		
11.1	Competitive tariffs		
11.2	Review of current long-term port agreements		
11.3	Financial model		
11.4	Analysis		
11.5	Revenues available for financing		
11.6	Workshop		
12	**Final Master Plan**		
12.1	Reconciliation of financial and capital phasing plan		
12.2	Final Draft Report Preparation and Presentation(s)		
12.3	Master Plan document		
12.4	Implementation plan		
12.5	Review of way-finding plan		
12.6	Mooring Improvements Analysis – Cruise and Cargo Areas		
	Total hours	75	60
	Hourly rate	$150.00	$135.00
	Unburdened cost	$11,250	$8,100
	Total labor cost	$19,350	
	Multiplier	1.00	
	Total labor charge	$19,350	

Direct Expenses	Description	Cost
Printing		$0
Travel		$960
Telephone		$0
Courier		$0
	Subtotal	$960
Direct expense multiplier	0.00%	$0
	Total direct expenses	$960
	GRAND TOTAL	**$20,310**

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Port of Miami Master Plan
12/16/2008
Bermello, Ajamil & Partners

Task	Description	Bermello, Ajamil & Partners												Martin Associates				Triangle				Aleman			Plummer				Westhorp			Labozan		Task Total
Date: Dec. 16, 2008	Description	Principal - L. Ajamil	Project Manager -	Sr Port Plan - F. Alespeiti	Sr Port Eng - F. Tejidor	Sr Arch - S. Suarez	Planner	Port Eng	QA/QC - J. Ferrer	Estimator - A. Moreno	Sr CAD tech	CAD tech	Clerical	Principal	Project Manager	Researcher	Researcher /Admin	Project Manager	Civil Design	Project Engineer	Civil/Drainage/En	Project Manager	Sr. Utility Coordinator	Engineer	Project Principal	Project Manager	Project Engineer	Project Engineer	Principal	Senior Engineer	Project Manager	Principal	Prjct. Arch	Task Total
	Name	Ajamil	Ittel	Alespeiti	Tejidor	Suarez	-	-	Ferrer	Moreno	-	-	-	John Martin	Jeff Sweeney	Mike Salbaugh	Becky Polito	Paul Wainer	Carlos Silva	Jorge Garcia	Elias Mateus	Amara Ribeiro	Dennis Stanton	Jim GU. PHD	Tim Plummer	Juan Espinosa	Sonia Shreffler-	Rita Carbonell	Brenda J. Westhorp	Diana M. Santander	Naila Hosein.	Labozan	Roberts	
1	**Data Collection and Inspections**																																	
1.1	Project commencement Workshop	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1.2	Initial direction and strategy	8	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10
1.3	Outreach strategy formulation	2	4	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8
1.4	Current port facilities, infrastructure and planning efforts	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4
1.5	Historical statistics and financial information	2	12	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	54
1.6	Inspections	2	8	16	24	0	0	16	0	0	0	0	0	0	0	0	0	4	24	24	24	0	0	0	0	0	0	0	0	0	0	0	0	142
2	**Mapping**																																	
2.1	Base maps	0	0	160	0	0	0	0	0	0	0	0	0	0	0	0	0	8	80	100	120	8	120	120	0	0	0	0	8	8	40	0	0	772
3	**Cargo Market Assessment**																																	
3.1	Profile current cargo carriers and shippers calling at the Port	0	0	0	0	0	0	0	0	0	0	0	0	24	40	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	104
3.2	Interview terminal operators and tenants	0	40	0	0	0	0	0	0	0	0	0	0	24	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	104
3.3	Competitive cost evaluation	0	0	0	0	0	0	0	0	0	0	0	0	24	40	40	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	144
3.4	Identify growing trade routes and niche markets	0	0	0	0	0	0	0	0	0	0	0	0	16	40	40	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	136
3.5	Quantify the current potential market	0	0	0	0	0	0	0	0	0	0	0	0	40	40	40	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	160
3.6	Strengths, Weaknesses, Opportunities and Threats (SWOT) Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40
3.7	Estimate of future cargo throughput (unconstrained)	0	0	0	0	0	0	0	0	0	0	0	0	8	40	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	64
3.8	Future cargo throughput section submission	4	8	0	0	0	0	0	0	0	0	0	0	8	40	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	76
3.9	Workshop	0	0	0	0	0	0	0	0	0	0	0	0	8	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16
4	**Cargo Facility Demand**																																	
4.1	Cargo berth demand	16	0	0	0	0	0	0	0	0	0	0	0	24	80	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	128
4.2	Cargo yard demand	16	0	0	0	0	0	0	0	0	0	0	0	24	80	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	128
4.3	Service vessels and support	0	0	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16
4.4	Cargo traffic forecasts	0	0	0	0	0	0	0	0	0	0	0	0	24	40	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	104
4.5	Off Site impacts	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4
4.6	Workshop	0	0	0	0	0	0	0	0	0	0	0	0	8	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16
5	**Cruise and Ferry Market Assessment**																																	
5.1	Historical review for cruise and ferry operations	2	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	18
5.2	Assessment of macro and micro cruise trends	0	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40
5.3	Competitors for traffic	0	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16
5.4	Identify and Interview Ferry Operators	0	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40
5.5	Interview Cruise Lines	0	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40
5.6	Strengths, Weaknesses, Opportunities and Threats (SWOT) Assessment	1	30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	31
5.7	Long-term cruise forecasting	4	120	0	0	0	0	0	0	0	0	0	160	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	284
5.8	Ferry forecast	2	32	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	34
5.9	Workshop	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6	**Cruise and Ferry Facility Demand**																																	
6.1	Vessel Characteristics	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4
6.2	Cruise and ferry facility berth demand	40	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	48
6.3	Terminal and upland requirements	24	8	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	72
6.4	Workshop	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7	**Constraints**																																	
7.1	Assessment of existing facilities	8	40	80	80	0	0	0	0	0	0	0	0	0	0	0	0	40	80	100	100	0	0	0	0	0	0	0	0	0	0	0	0	528
7.2	Comparison with current Master Plan	4	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	28
7.3	Constraint analysis strategies	24	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16	80	80	0	0	224
7.4	Workshop	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8	**Alternatives**																																	
8.1	Global alternatives	16	24	80	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16	80	80	0	0	296
8.2	Alternative programs	1	40	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	65
8.3	Operational alternatives	4	60	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	80
8.4	Alternative comparison	4	4	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16	80	80	0	0	200
8.5	Workshop	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8.6	Direction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9	**Detailed Alternatives**																																	
9.1	Detailed alternatives	8	24	160	160	120	0	0	0	0	160	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	632
9.2	Budgets	0	32	0	0	0	0	0	0	40	0	0	0	0	0	0	0	8	40	24	24	0	0	0	0	0	0	0	0	0	0	0	0	168
9.3	Economic impacts of preliminary alternatives	0	16	0	0	0	0	0	0	0	0	0	0	24	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	64
9.4	Impact of climate change	2	8	32	32	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16	20	22	0	0	132
9.5	Concession / mixed-use analysis	4	0	0	0	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	44
9.6	Alternative comparison	1	40	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	81
9.7	Workshop	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10	**Selection of a Preferred Plan**																																	
10.1	Draft master plan	4	120	240	0	0	160	0	0	0	240	0	160	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	924
10.2	Preliminary cost estimates	2	24	0	0	0	0	0	0	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	66
10.3	Preliminary phasing plan	4	8	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	52
10.4	Traffic and circulation	8	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40	100	40	40	0	0	0	0	0	236
10.5	Parking	40	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	42
11	**Financial Plan**																																	
11.1	Competitive tariffs	24	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	28
11.2	Review of current long-term port agreements	40	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	56
11.3	Financial model	80	4	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	108
11.4	Analysis	40	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	44
11.5	Revenues available for financing	40	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	44
11.6	Workshop	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12	**Final Master Plan**																																	
12.1	Reconciliation of financial and capital phasing plan	40	80	0	0	0	80	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	200
12.2	Final Draft Report Preparation and Presentation(s)	0	8	0	0	0	0	0	0	0	0	0	0	0	8	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	32
12.3	Master Plan document	4	40	120	0	0	120	0	40	0	0	0	160	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	20	40	0	0	552
12.4	Implementation plan	4	40	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	60
12.5	Review of way-finding plan	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	75	60	139
12.6	Mooring Improvements Analysis – Cruise and Cargo Areas	0	3	0	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	43
	Total hours	533	1137	1160	336	160	360	16	40	80	400	0	480	266	576	248	120	60	224	248	268	8	120	120	40	100	40	40	80	288	342	75	60	8025
	Hourly rate	$61.40	$88.94	$56.77	$50.13	$46.77	$30.65	$33.00	$50.96	$31.00	$27.42	$22.58	$19.00	$150.00	$135.00	$90.00	$75.00	$148.20	$114.00	$142.50	$85.50	$150.00	$116.85	$85.50	$150.00	$150.00	$150.00	$130.00	$148.20	$114.00	$102.60	$150.00	$135.00	
	Unburdened cost	$32,728	$101,125	$65,853	$16,844	$7,483	$11,034	$528	$2,038	$2,480	$10,968	$0	$9,120	$39,900	$77,760	$22,320	$9,000	$8,892	$25,536	$35,340	$22,914	$1,200	$14,022	$10,260	$6,000	$15,000	$6,000	$5,200	$11,856	$32,832	$35,089	$11,250	$8,100	

ba Dec. 16th 2008

Bermello, Ajamil & Partners

Type	description	amount	unit cost	total cost	Martin	Labozon
Travel	Airfare - Miami / Pennsylvania	3	$300	$900	$900	
Travel	Airfare - Miami / Colorado	1	$400	$400		$400
Travel	Per diem	8	$80	$640	$480	$160
Travel	Car rental	4	$50	$200	$150	$50
Travel	Hotel	8	$150	$1,200	$900	$300
Total travel				$ 3,340	$ 2,430	$ 910
Telephone Long distance (allowance)				$ 1,200		
Courrier	one per week	52	$ 15	$ 780		
Courrier	Other (Sub)		$ 50	$ 50		
Printing						
	80 copies draft (10 - 15 Per Workshop)	1600	$ 0.10	$ 1,600		
	20 copies interim report	50	$ 0.10	$ 100		
	50 copies strategic report	250	$ 0.10	$ 1,250		
	50 copies final report	250	$ 0.10	$ 1,250		
	B&A Sub Total			$ 4,200		
	Other Printing (Subs)			$ 385		
Total printing				$ 4,585		

ba

Dec. 16, 2008

Bermello, Ajamil & Partners

OH Salaries

Project title	Port of Miami Master Plan
Date	Tuesday, December 16, 2008
Project number	
Direct expenses multiplier	0.00%
Multiplier	2.85

2008 Salary rates

Principal - L. Ajamil	$61.40
Project Manager - [illegible]	$88.94
Port Plan - [illegible]	$56.77
[illegible]	$50.13
[illegible]	$46.77
[illegible]	$30.65
[illegible]	$33.00
[illegible]	$50.96
[illegible]	$31.00
[illegible]	$31.00
[illegible]	$27.42
CAD tech	$22.58
Clerical	$19.00

ATTACHMENT "B"

CBE PROVISIONS

MIAMI-DADE COUNTY
FLORIDA

DEPARTMENT OF SMALL BUSINESS DEVELOPMENT

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

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

PARTICIPATION PROVISIONS

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

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

Set-Aside ____
Subcontractor Goal 15%

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

June 2008

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1. Forms

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

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

A. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. GENERAL INFORMATION

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

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

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

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

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

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

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

C. CERTIFICATION

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

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

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

D. JOINT VENTURES

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

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

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

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

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

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

5. The bonding capacity of each member;

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

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

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

E. CONTRACT MEASURES

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

1. Set-Aside Agreements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Subconsultant Goals

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

a. Respondent's Responsibilities for Subconsultant Goals:

i. Respondents must submit a completed Letter of Agreement (Form CBE 105) at the time of proposal submission identifying all CBE-A/Es to be utilized to meet the subconsultant goal, the professional service designation of work each will perform, and the percentage of such work. The Letter of Agreement constitutes a written representation by the respondent that, to the best of the respondent's knowledge, the CBE-A/E/s listed is/are qualified and available to perform as specified. The Letter of

Agreement is a commitment by the respondent that, if awarded the agreement, it will enter into written subconsultant agreements with the identified CBE-A/Es for the scope of work at the percentage set forth in the Letter of Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. Respondents whose proposals do not meet the specified goal, and who do not prove lack of availability as indicated in 2. (a.) (vi.) above are not in compliance with these Provisions. The following shall constitute non-compliance with these Provisions as it relates to an agreement which has a CBE-A/E subconsultant goal:

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

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

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

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

v. Failure to submit Architecture & Engineering Utilization Reports;

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

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

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

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

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

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

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

ii. In the event that the Contracting Officer receives a recommendation of non-compliance from the Compliance Monitor, he or she may conduct a meeting or hearing at which the respondent shall be afforded an opportunity to present data supporting its compliance with the goal. The Contracting Officer shall consider the evidence and make a determination as to compliance.

F. DESIGN-BUILD CONTRACTS

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

G. PROMPT PAYMENT

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

1. Prime Consultant Responsibilities

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

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

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

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

2. County Responsibilities

   a. Proposal documents for agreements with CBE-A/E agreement set-asides, or subconsultant goals shall require that billings from subconsultants under prime consultant agreements with Miami-Dade County, Fire or the Public Health Trust that are a CBE-A/E agreement set-aside or which contain a subconsultant goal

shall be promptly reviewed and payment made by the County, Fire or Trust on those amounts not in dispute within fourteen (14) calendar days of receipt of such billing by the County, Fire or the Trust.

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

3. Finance Department Responsibilities

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

H. AGREEMENT COMPLIANCE AND MONITORING

1. Compliance Review

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

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

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

d. Following receipt of a recommendation of non-compliance from the Compliance Monitor, the Contracting Officer shall review the Compliance Monitor's recommendation of respondent's non-compliance with these Provisions. The Contracting Officer shall notify the respondent of such non-compliance. The respondent may request a meeting within five (5) business days from the date of notification of non-compliance with the

Contracting Officer if the Contracting Officer was not present at the first meeting referenced in Subsection (1)(b) above. The respondent shall supply further relevant information as required by the Compliance Monitor. No new or altered Letter of Agreement will be accepted.

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

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

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

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

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

2. Post-Award Compliance and Monitoring

a. Approval of Subconsultant Agreements

The Successful Respondent shall submit to the Contracting Officer, for approval, written subconsultant agreements corresponding in all respects to the Successful Respondent's Letter of Agreement. The Successful Respondent shall enter into a written subconsultant agreement with each listed CBE-A/E subconsultant and shall thereafter neither terminate any such subconsultant

agreement, nor reduce the scope of work to be performed by, or decrease the price to be paid to the first tier CBE-A/Es thereunder, without in each instance obtaining prior written approval of the Contracting Officer. The Contracting Officer shall not give a final written determination without a recommendation from the Compliance Monitor.

b. Access to Records

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

c. Access to Job Site

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

d. Monthly/Quarterly Reporting

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

e. Deviations from the Letter of Agreement

i. In the event that, during the performance of an agreement, the CBE-A/E is

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

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

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

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

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

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

iii. Excuse from entering into subconsultant agreements:

If, prior to execution of a subconsultant agreement required by these Provisions, the successful respondent submits a written request to the Contracting Officer demonstrating to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond his/her control of which he/she was not aware and could not reasonably have been

aware until subsequent to the date of the award of the agreement, a CBE-A/E who is to enter into such subconsultant agreement has unreasonably refused to execute the subconsultant agreement, or is not available, the successful respondent shall be excused from executing such subconsultant agreement. The procedures of paragraphs (v.) and (vi.) below shall apply to this paragraph.

iv. Termination of Subconsultant Agreements:

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

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

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

vi. Alternative Subconsultant Agreements:

(1) If the successful respondent is excused from entering into a subconsultant agreement or rightfully terminates a subconsultant agreement under this Administrative Order and without such subconsultant agreement, the Successful Respondent will not achieve the level of CBE-A/E participation upon which the agreement was awarded, the Successful Respondent shall make every reasonable effort to propose and enter into an alternative subconsultant agreement or subconsultant agreements for the same work to be performed by another available CBE-A/E as appropriate, for a subconsultant agreement price or prices totaling not less than the subconsultant agreement price under the excused or terminated subconsultant agreement, less all amounts previously paid

thereunder.

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

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

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

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

I. SANCTIONS FOR AGREEMENT VIOLATIONS

Proposal and agreement documents shall provide that, notwithstanding any other penalties or sanctions provided by law, a respondent's violation of or failure to comply with the CBE-A/E Ordinance, Administrative Order and these Provisions may result in the imposition of one or more of the following sanctions:

1. The suspension of any payment or-part thereof until such time as the issues concerning compliance are resolved;

2. Work stoppage;

3. Issuance of fines of up to two (2%) percent of the contract amount, said fines to be deducted from invoices;

4. Termination, suspension, or cancellation of the agreement in whole or part;

5. In the event a respondent or CBE-A/E attempts to comply with the provisions of this ordinance through fraud, misrepresentation, or material misstatement, or is found after a hearing to have discriminated in violation of Article VII of Chapter II A of the Miami-Dade County Code, the County shall, whenever practicable, terminate the agreement or require the termination or cancellation of the subconsultant agreement for the project on which the respondent or CBE-A/E committed such acts. In addition, and as a further sanction, the County Manager or his or her designee may impose any of the above-stated sanctions on any other agreements or subconsultant agreements the respondent or CBE-A/E has on County projects. In each instance, the respondent or CBE-A/E shall be responsible for all direct and indirect costs associated with such termination or cancellation including attorney's fees and costs. The respondent or CBE-A/E may also be subject to debarment.

6. In the event that a respondent fails to achieve the CBE-A/E measures after the agreement completion, the respondent will be required to make up the CBE-A/E deficit for an amount equal to double the amount of the CBE-A/E measure deficiency. The procedures for making up the CBE-A/E deficit are as follows:

   a. Upon completion of a County agreement with CBE-A/E measures, the compliance monitor for SBD, in accordance with County Code governing the CBE-A/E program, will obtain the final Architecture & Engineering Utilization Report and determine if the respondent has met the CBE-A/E measures.

   b. If the respondent has not met the CBE-A/E measures, the compliance officer will notify the respondent in writing of the CBE-A/E deficit.

   c. If the respondent is found in non-compliance with the CBE-A/E measures, the compliance officer may issue a letter of non-compliance requesting that the respondent make up the CBE-A/E deficit on an existing or future County agreement for double the amount of the deficit on the agreement in question. The respondent will also be required to submit a plan indicating any current or future County agreements in which the CBE-A/E deficit will be remedied.

   d. The respondent must respond to SBD in writing within ten (10) business days from the date of the non-compliance letter. The respondent must acknowledge receipt of the non-compliance letter and provide a plan to make up the CBE-A/E measure.

   e. The compliance monitor will review the plan for approval.

   f. When an agreement is identified in which the CBE-A/E measure deficit will be remedied, the respondent will provide Letter(s) of Agreement for the CBE-A/E firm(s) that will be utilized in making up the deficit.

   g. The respondent will remain in a non-compliance status until the CBE-A/E make-up goal has been achieved.

h. Failure of the respondent to make up the CBE-A/E measure when opportunities are available on existing or future County agreements will result in the sanctions or the imposition of other penalties, or as referenced in Sections I. and J.

Some of the agreement violations that may result in the imposition of the sanctions listed in Section I. above include, but are not limited to, the following:

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

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

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

iv. Failure to submit Architecture & Engineering Utilization Reports;

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

vi. Failure to maintain certification;

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

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

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

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

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

J. ADMINISTRATIVE PENALTIES

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1. DEBARMENT

   a. The County may debar a CBE-A/E or a non-CBE-A/E for violation of, or non-compliance with, the provisions of the County Code governing the CBE-A/E Program and implementing proposal documents.

   b. Causes for debarment are as noted in Section 10-38 of the Code. These include but are not limited to, a preponderance of evidence that the CBE-A/E has forfeited a bond or defaulted on financial assistance, either of which was provided under the CBE-A/E program; or if any individual or corporation, partnership or other entity, or any individual officer, shareholder with a significant interest, director or partner of such entity, qualifying agent or affiliated business of such entity attempts to comply with these Provisions through fraud, misrepresentation, or material misstatement.

2. DECERTIFICATION

   Violations of certification requirements are addressed in Section II of this Administrative Order 3-32.

K. APPEALS PROCESS

1. This appeals process does not apply to appeals of decisions made pursuant to proposal documents implementing the CBE-A/E program when such proposal documents provide procedures for appeals of such decisions.

2. Upon a denial of certification, a decertification, a determination of non-compliance with the requirements of provisions of the County Code governing the CBE-A/E program, or implementing proposal documents, which decision will be final unless appealed, the Compliance Monitor shall notify the affected party, in writing, setting forth the reasons for the determination and advising of this appeals process.

3. The affected party may appeal the determination by filing a written appeal with the Director of SBD within thirty (30) days of receipt of the notice.

4. SBD shall forward all written appeals to the RC. The RC or a committee thereof appointed by the chairperson shall hear all appeals and forward recommendations regarding the appeal to the County Manager.

5. Decisions by the County Manager shall be final unless the County Commission agrees in its sole discretion upon request by the affected party to review the County Manager's decision.

L. APPENDICES

1. Forms

a. Letter of Agreement (CBE 105)
b. Architecture & Engineering Utilization Report

MIAMI-DADE COUNTY

Letter of Agreement

Community Business Enterprise Program

From: Bermello Ajamil & Partners, Inc.

Name of Proposer / Design-Builder

In response to Miami-Dade County's Project Number E08-SEA-03, the undersigned hereby agrees to utilize the Community Business Enterprise (CBE) firm listed below, performing the stated work at the stated percentage, if awarded the contract. The undersigned further certifies that the firm has been contacted and properly apprised of the projected work assignment(s) to be performed upon execution of the contract with Miami-Dade County. Further, by signing this Letter of Agreement the undersigned consents to be bound by all the Provisions of the CBE Ordinance No. 01-103 as amended.

Name of Firm: Triangle Associates, Inc.

(Proposed Community Business Enterprise Subconsultant)

Name of Proposer (CBE meeting the goal)	CBE-A/E Certification No.	CBE-A/E Certification Exp.	Type of Work to be Performed (Technical Certification Categories)	Percentage Amount of Design Fee

Name of Subconsultant	CBE-A/E Certification No.	CBE-A/E Certification Exp.	Type of Work to be Performed (Technical Certification Categories)	Percentage Amount of Design Fee
Triangle Associates Inc.	2376	04/30/09	3.12,6.01, 16.00	10%

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

Proposer's / Design Builder Signature	Proposer's / Design-Builder's Name/Title (Print)	(Date)
	Luis Ajamil - President	10/28/08

THIS SECTION MUST BE COMPLETED BY THE CBE SUBCONSULTANT

ACKNOWLEDGMENT BY THE PROPOSED COMMUNITY BUSINESS ENTERPRISE FIRM

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

CBE Subconsultant Signature — Date: 10/27/08

OSIRIS QUINTANA — PRESIDENT

CBE Subconsultant Name (Print) — Title

TRIANGLE ASSOCIATES INC.

Name of CBE Firm

Department of Small Business Development - **CBE FORM 105**

MIAMI-DADE COUNTY

Letter of Agreement

Community Business Enterprise Program

From: Bermello Ajamil & Partners, Inc.
Name of Proposer / Design-Builder

In response to Miami-Dade County's Project Number E08-SEA-03, the undersigned hereby agrees to utilize the Community Business Enterprise (CBE) firm listed below, performing the stated work at the stated percentage, if awarded the contract. The undersigned further certifies that the firm has been contacted and properly apprised of the projected work assignment(s) to be performed upon execution of the contract with Miami-Dade County. Further, by signing this Letter of Agreement the undersigned consents to be bound by all the Provisions of the CBE Ordinance No. 01-103 as amended.

Name of Firm: Westhrop & Associates, Inc.
(Proposed Community Business Enterprise Subconsultant)

Name of Proposer (CBE meeting the goal)	CBE-A/E Certification No.	CBE-A/E Certification Exp.	Type of Work to be Performed (Technical Certification Categories)	Percentage Amount of Design Fee

Name of Subconsultant	CBE-A/E Certification No.	CBE-A/E Certification Exp.	Type of Work to be Performed (Technical Certification Categories)	Percentage Amount of Design Fee
Westhrop & Associates, Inc.	2506	01/31/02009	10.01 Environmental-Stormwater Drainage 16.00 General Civil Engineering	5%

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

Proposer's / Design Builder Signature	Proposer's / Design-Builder's Name/Title (Print)	(Date)
	Luis Ajamil - President	10/28/08

THIS SECTION MUST BE COMPLETED BY THE CBE SUBCONSULTANT

ACKNOWLEDGMENT BY THE PROPOSED COMMUNITY BUSINESS ENTERPRISE FIRM

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

CBE Subconsultant Signature — Date: 10/24/08

Brenda J. Westhorp, P.E. — CBE Subconsultant Name (Print)

President — Title

Westhorp & Associates, Inc.
Name of CBE Firm

ARCHITECTURE & ENGINEERING UTILIZATION REPORT

☐ MONTHLY REPORT (PARTS 1A & 1B) ☐ FINAL REPORT (PARTS 1A, 2 & 3)

DBD DEPARTMENT OF BUSINESS DEVELOPMENT

This part is to be completed by the Prime Consultant and forwarded to the User Department

This report is required by Metropolitan Dade County. Failure to comply may result in MDC commencing proceedings to impose sanctions on the successful bidder, in addition to pursuing any other available legal remedy. Sanctions may include the suspension of any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any further contracts awarded by MDC. Pursuant to Florida Statues (F.S.) 837.06, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of their official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in F.S. 775.082, F.S. 775.083 and F.S. 775.084.

A

REPORTING PERIOD		PROJECT NAME		PROJECT NO.	
FROM:		PROJECT LOCATION		NTP DATE	
TO:		USER DEPARTMENT			
		USER DEPT. PROJ. MANAGER		PHONE	FACSIMILE
AMOUNT REQUISITIONED THIS PERIOD		AMOUNT REQUISITIONED TO DATE		AMOUNT PAID TO DATE	
AMOUNT SUBS REQUISITIONED THIS PERIOD		AMOUNT SUBS REQUISITIONED TO DATE		AMOUNT PAID TO SUBS TO DATE	

PRIME CONTRACTOR		CONTRACT AWARD		CHANGE ORDER MODIFICATION AMOUNT	ADDITIONAL SERVICES AMOUNT
		DATE	AGREEMENT AMOUNT		
NAME OF FIRM					
ADDRESS		SCHEDULE COMPLETION DATE		PERCENTAGE OF CONTRACT COMPLETED	
TELEPHONE	FACSIMILE	PROJECT MANAGER (PRIME CONTR.)			

B SUBCONSULTANTS

NAME OF SUBCONSULTANT	AGREEMENT AMOUNT	DESCRIPTION OF WORK	GOAL (IF APPLICABLE) %	$ AMOUNT SUB REQUISITIONED THIS PERIOD	AMOUNT PAID TO SUB TO DATE	ACTUAL STARTING DATE	SCHEDULED COMPLETION DATE

AUTHORIZED SIGNATURE OF PRIME CONTRACTOR | PRINT NAME | TITLE | DATE

This part is to be completed by the User Department and forwarded to DBD upon approval.

AUTHORIZED SIGNATURE OF PROJECT MANAGER | PRINT NAME | DATE

IMPORTANT: FOR THE MONTHLY REPORT, COMPLETE FRONT PAGE ONLY. FOR THE FINAL REPORT, COMPLETE FRONT AND BACK PAGES.

CERTIFICATE OF UNAVAILABILITY

I, _____, _____
Name Title

of _____ certify that on _____
Firm Name Date

I contacted the _____
CBE-A/E

to obtain a bid for work items to be performed on Miami-Dade County Contract No. _____

Work Items Sought	Form of proposal sought

_____
Signature

_____
Print Name

_____
Title

I, _____ was offered the above opportunity to submit a proposal.
CBE-A/E

I am unavailable to perform the above work at the above specified time due to:

_____
_____
_____
_____
_____

I am aware that Miami-Dade County Administrative Order provides that: "Any CBE-A/E that fails to bid at a minimum the lesser of three (3) or 50 percent of the available projects, in its primary certified service area, during the certification year may be decertified or denied recertification.

_____ _____
Signature CBE Certification Number

_____ _____
Print Name Expiration Date

_____
Title

CBE 103

ARCHITECTURE & ENGINEERING UTILIZATION REPORT - FINAL ONLY

PART 2 **This part is to be completed by the Subconsultants and forwarded to the Prime Consultant.**

SUBCONSULTANTS

NAME OF SUBCONSULTANT / AUTHORIZED SIGNATURE OF SUBCONSULTANT	TOTAL AGREEMENT AMOUNT	FINAL SUB REQUISITION AMOUNT	TOTAL PAID TO DATE TO SUBCONSULTANT	TOTAL SUB REQUISITIONED TO DATE	DATE OF WORK COMPLETION	GOAL (%) IF APPLICABLE

PART 3 **This part is to be executed by the Prime Consultant and forwarded to the User Department.**

SIGNATURE OF AFFIANT (PRIME CONSULTANT) _____ TITLE _____

Sworn before me:

This _____ day of _____, 2002

PRINTED NAME OF AFFIANT _____ DATE _____ NOTARY PUBLIC _____

PART 4 - USE **This part is to be completed by the User Department and forwarded with Final Requisition to DBD.**

AUTHORIZED SIGNATURE OF PROJECT MANAGER _____ PRINT NAME _____ DATE _____

IMPORTANT: FOR THE MONTHLY REPORT, COMPLETE FRONT PAGE ONLY. FOR THE FINAL REPORT, COMPLETE FRONT AND BACK PAGES.

ATTACHMENT "C"

SEAPORT SECURITY CREDENTIAL PACKAGE

Port Miami

ALL PORT USERS ADVISORY NOTICE

NOTIFIER: JAMES MAES, ASSISTANT DIRECTOR
SEAPORT SAFETY AND SECURITY

DATE: SEPTEMBER 28, 2007

TO: ALL PORT USERS

SUBJECT: SEAPORT CREDENTIALS SECTION
ID CARD APPLICATION FEES

Effective Monday, October 01, 2007, the fees to obtain seaport credentials will increase. All individuals must comply with all applicable local, state, and federal requirements to obtain a seaport credential for which the charge is as follows:

Seaport Credential	
New	$80.00
Renewal	$55.00
Fifth year renewal	$80.00
One day pass	$8.00
Replacement (lost or stolen)	$50.00
Replacement (Change of Company)	$25.00
Special Dock Permit	$200.00

The Port of Miami website will be updated to incorporate these changes in the application documents offered online. The documents will be available by Monday, October 1, 2007 and can be downloaded at http://www.miamidade.gov/portofmiami/id_cards.asp.

In order to facilitate the identification card issuance process, please complete the application prior to arrival to the Seaport Credentials Section. Also, please ensure that you have the necessary documents required for the type of identification card requested.

We appreciate your support as we continue to improve the efficiency and effectiveness of our operation. For additional information, please contact the Seaport Credentials Section at telephone (305) 347-4955 or (305) 347-4956.

ALL PORT USERS ADVISORY NOTICE

NOTIFIER: **JAMES MAES, ASSISTANT DIRECTOR**
SEAPORT SAFETY AND SECURITY

DATE: **SEPTEMBER 27, 2007**

TO: **ALL PORT USERS**

SUBJECT: **SEAPORT CREDENTIALS SECTION**
APPLICATION PROCESS

This Notice updates the "Seaport Identification Section – Application Process" Notice of December 29, 2006.

Effective Monday, October 1, 2007, the Seaport Credentials Section will require companies to submit an "Authorization Letter" (on company letterhead) with a maximum of three (3) representatives authorized to request a seaport credential (i.e., a Seaport Identification Card, One-Day Pass, or Special Dock Permit) for their employees. Suggested language to be incorporated in this letter is included in the attachment.

This new requirement will improve the efficiency and effectiveness of the application process, and ensure its integrity. Authorization letters are to be addressed, Attention: Mr. James Maes, Assistant Port Director, Port of Miami, 1015 N. America Way, 2nd Floor, Miami, FL 33132.

FOR COMPANIES WITH AUTHORIZATION LETTERS ON FILE, UPDATED LETTERS MUST BE RECEIVED ON OR BEFORE MARCH 31, 2008.

This Authorization Letter will remain on file with the Seaport Credentials Section. Subsequent requests by applicants for a seaport credential (see above), must be accompanied by a letter from your company, signed by one of the authorized representatives. Changes to the "authorizers" must be submitted in writing to the Seaport Credentials Section within 10 days.

We appreciate your cooperation in our efforts to provide you with excellent customer service. For questions or concerns, and/or if you require additional information, please contact the Seaport Credentials Supervisor, Jocelyne Barjon-Ramos at telephone (305) 347-4958 or the Seaport Security Coordinator, Michelle Spry at telephone (305) 347-5523.

Attachment

AUTHORIZATION LETTER – SUGGESTED LANGUAGE

Date

Mr. James Maes
Assistant Director, Safety & Security
Port of Miami
1015 N. America Way, 2nd Floor
Miami, Florida 33132

Dear Mr. Maes:

The names signed below are authorized signatures for seaport credentials (i.e., a Seaport Identification Card, One-Day Pass, or Special Dock Permit) requests. No other signatures are to be honored. We will notify you immediately of any changes.

We acknowledge that in signing a seaport credential request, the authorized party is certifying that the applicant is employed by our company and that the applicant is being submitted for a seaport credential in accordance with Florida Statute, Chapter 311; Chapter 28A of the Code of Miami-Dade County; and 33 Code of Federal Regulations, Part 105. Additionally, we certify that we are knowledgeable of the Florida Department of Law Enforcement Criminal History Records Checks rules and agree to comply with all provisions of these rules prior to requesting seaport credentials for our employees.

We also agree that this applicant will use the seaport credential only to conduct official business for this company. Finally, we agree to return all seaport credentials immediately upon expiration or termination of the employee. We understand that failure to comply with the above may result in the suspension of seaport credential privileges to our company.

Sincerely,

Signature of Company Representative

_____

Print Name & Title

Note: A maximum of three Authorized Signatures are allowed and must be properly listed below. Any additional signatures will cause this document to be invalid.

Names and Titles of Authorized Company Representative Below:	Signature of Authorized Company Representative Below:
1._____	1._____
2._____	2._____
3._____	3._____

USING YOUR OWN COMPANY'S LETTERHEAD
PLEASE FOLLOW THE FORMAT BELOW

Date

Mr. James Maes
Assistant Port Director, Safety & Security
Port of Miami
1015 North America Way, 2nd Floor
Miami, Florida 33132

Re: Request for a Port of Miami (POM) ID Card

Dear Mr. Maes,

We acknowledge that in signing this letter for the request of a POM ID Card, the authorized party is employed by our company. Additionally, we agree that this applicant will use this POM ID Card only to conduct business for this company. Finally, we agree to return the POM ID Card immediately, upon expiration of card or termination of employment. We understand that failure to comply with the above may result in the suspension of POM ID Card privileges to our company.

1. Employee Information:

Last Name | First Name | Full Middle Name

*Note: Applicant's name must be printed as it appears in the Driver License or other Government Issued ID.

Date of Birth | Driver License # | Exp. Date | State of Issuance

2. Reason to Obtain POM ID Card:

☐ New ☐ Renewal ☐ Add Company ☐ Change of Company

☐ Damage / Mutilated ☐ Name Change ☐ Other _____

☐ Lost / Stolen Police Report # _____

3. Type of POM ID Card Being Requested:

☐ Non-Restricted Access ☐ Cargo Areas ☐ Cruise Areas

Sincerely,

Authorized Signature of Company Representative

Authorized Company Representative Name

Title

Contact Phone Number

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Port of Miami

SEAPORT Security – Why is it important?

What you need to know about Seaport Security requirements.

Why are you important to SECURITY?

We will attempt in this booklet to explain why the success of the Port of Miami Identification (ID) Card Program and compliance with the Port of Miami (POM) Facility Security Plan (FSP) is directly dependent upon you, the ID card holder.

In order for the Port of Miami (POM) to operate as a seaport, it must meet certain criteria established by the federal, state and local government. Therefore, knowing and understanding these regulations and ensuring compliance with these regulations is critical to the success of the Port of Miami Facility Security Plan.

Access to the Restricted Access Areas (RAA) of the port is a privilege which can be revoked, suspended, or denied anytime an individual or company is found to be in noncompliance with federal, state, or local rules and regulations.

Therefore, it is of the utmost importance that you read this booklet very carefully.

The Restricted Access Areas (RAA):
It is any area identified by the Port as an area in which each person is required to continuously display a valid POM ID card. In addition, the RAAs are clearly marked on the attached map.

POM RAAs, and restricted area warning signage is clearly posted to indicate that access to the area is restricted and unauthorized presence within the area constitutes a breach of security. The RAAs are cargo storage or staging areas, docks and berths, fuel storage or transfer yards, cruise terminals when in use for cruise operation, the areas underneath the Main Port Bridge and/or any other area designated by the Port as needed.

To identify and maintain accountability of those employees allowed to be in the RAA, controlled areas of the Port, and/or on the Port on a regular basis for work purposes and to maintain port security as required by the Department of Homeland Security (DHS), U.S. Coast Guard, the Florida Department of Law Enforcement (FDLE), and Miami-Dade County, the Port of Miami has developed an Identification Card Program.

The Port issues an ID card to individuals permanently employed contingent upon the successful completion of a fingerprint based criminal history background check. In addition, the ID card is color-coded based on the company or agency the individuals work for and the type of access required for the performance of their duties.

GREEN BARS:
The ID card with green bars is issued to Miami-Dade Seaport Department employees with access to the RAAs.

YELLOW BARS:
The ID card with yellow bars is issued to POM employees without access to the RAAs.

RED BARS:
The ID card with red bars is issued to non-POM employees with access to the RAAs.

GRAY BARS:
The ID card with gray bars is issued to longshoremen, with access to the RAAs.

BLUE BARS:
The ID card with blue bars is issued to non-POM employees without access to the RAA.

GRAY AND RED BARDS:
The ID card with gray and red bars is issued to longshoremen working for a second company, with access to RAAs.

The purpose of this booklet is not only to describe the type of ID cards issued and access color-codes, it is to address the following:

- the employee's responsibilities as an ID card holder,
- the company's responsibilities as an employee sponsor,
- ID card rules and regulations,
- control and display,
- security violations and enforcement procedures,
- challenge, and the security compliance program.

Employee Responsibility:
As a POM ID card holder, it is the employee's responsibility to ensure that he/she complies with the following requirements:

- No employee shall disclose any information regarding the Port of Miami Facility Security Plan (FSP) or any port tenant's Facility Security Plan.
- Employees must conspicuously wear the POM ID card on their outer garment, in plain view above the waist at all times.

- Employees must comply with all port access control and ID card media systems.

- Employees must maintain a valid ID card. A valid ID card is an ID card with a current expiration date and is one that is issued or approved by the Port of Miami in accordance with Section 311.12, Florida Statutes, 33 CFR 105 and the Port of Miami Facility Security Plan as approved by the United States Coast Guard.

- Employees must maintain their ID card in good condition at all times.

- All ID cards are the property of the Miami-Dade County Seaport Department and shall be surrendered upon termination of employment or expiration. Failure to do so shall constitute a violation of Chapter 28A, Code of Miami-Dade County.

- It is the employee's responsibility to maintain a current ID card. Once an ID card expires, pursuant to Section 311.12, Florida Statutes, the employee will have to reapply for authorization, similar to a new applicant, in order to renew the expired ID card.

- The ID card is not transferable.

- Employees must immediately notify their company and the Miami-Dade County Seaport Credentials Section in the event of a loss or theft of the ID card. A replacement fee of $50.00, subject to Code, will be assessed and collected by the Miami-Dade County Seaport Credentials Section before a replacement ID card is issued. A police report documenting the loss or theft of the ID card must also be submitted to the Credentials Section.

- When working in a cargo operations area or other restricted area, it is the

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employee's responsibility to notify a law enforcement officer, seaport security officer, or other designated security entity whenever he/she observes any individual not wearing an ID card, or any violation of Chapter 28A, or Section 311.12, Florida Statutes.

- No employee shall forge, counterfeit, alter, erase, obliterate or transfer any ID card, permit, pass, lease, record, form, badge or other instrument or document, issued or maintained by the County Manager or Director, pursuant to Chapter 28A.

- No employee shall have in his/her possession any forged, counterfeit, altered, erased, obliterated or transferred ID card, permit, pass, lease, record, form, badge or other instrument or document issued or maintained by the County Manager or Director pursuant to Chapter 28A.

- No employee shall have in his/her possession the ID card of another individual.

- It is the employee's responsibility to immediately report in writing to the Miami-Dade County Seaport Credentials Section any felony arrest, conviction, or finding of guilt, any misdemeanor arrest, conviction, or finding of guilt involving a firearm, and within ten (10) days, any changes in the data submitted on the initial application for the ID card, or any change in employment.

- The ID card rules and regulations apply to everyone without exception, regardless of duties, affiliation, position, or past practices.

Note: The Port Director or designee reserves the right to revoke authorization to possess an identification card when such action is warranted.

Providing False Information to Obtain a Seaport Security Identification card is a Felony under F.S. Section 817.021.

F.S. Section 817.021 False information to obtain a seaport security identification card. – Any person who willfully and knowingly provides false information in obtaining or attempting to obtain a seaport security identification card commits a felony of the third degree, punishable by 5 years in jail and a $5000 fine in s. 775.082 or s. 775.083.

You are hereby notified that any false information found upon review of your background check and ID card application will be reported to the appropriate authority for investigation and subsequent prosecution.

Security Violations and Enforcement Procedures:

Employees are required to abide by all federal, state and local security regulations, policies, and procedures. Failure to comply with these regulations may result in the confiscation of the ID card.

In addition, it is important to remember that if any of these security violations occur in the presence of or is found by a Miami-Dade Police Officer you may be issued a Promise to Appear (PTA), which is a misdemeanor arrest.

Listed below are some of the security violations that may result in the confiscation of the ID card and/or the issuance of a PTA by MDPD and the confiscation of the ID card:

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- Improper displaying of the POM ID card.

- Using a damaged or mutilated POM ID card.

- Using an expired ID card.

- Wearing or possessing another individual's ID card.

- Allowing or providing access to the restricted areas to a non-credentialed individual.

- Accessing the restricted areas without wearing an ID card and/or wearing an ID card that does not allow access to the restricted areas.

- Improper use of the ID card access system.

- "Piggybacking" – Accessing or allowing someone else to go through an access point without proper verification.

- Accessing the Port and/or the restricted areas and/or the cargo areas when "off-duty". Employees without a company operational need to be on the port and/or in the restricted and/or cargo areas will be challenged.

- Failure to challenge or objecting to be challenged. **"Challenge" is the method** by which individuals with access to the restricted and/or cargo areas, approach and question individuals without proper identification, and/or report, or point out to the appropriate authorities, any person(s) or vehicle(s) present in those areas not displaying the appropriate POM ID card.

- "Challenging" is the responsibility of all individuals with a POM ID card. Therefore, if you observe an individual or vehicle in the restricted and/or cargo areas without a proper ID, approach and question the individual in a non-threatening manner.

  If the individual challenged is unable to produce a POM ID card or a valid escort, the individual must be escorted out of the area. If the individual becomes uncooperative, do not try to physically restrain or remove them.

  Remember, although you are expected to challenge any person(s) in the restricted and/or cargo areas without proper ID, you are not expected to put yourself, or those around you, in harms way. If you perceive the possibility of a confrontation, immediately contact the Miami-Dade Police or Seaport Safety and Security Division at (305) 347-4800.

Procedures for Retrieving a Confiscated ID Card:

To retrieve a confiscated ID card, the employee shall contact the Credentials Section at (305) 347-4955/56 to schedule an appointment to discuss confiscation of the ID card and appropriate rules and regulations. The employee's supervisor will also be required to attend the meeting in order to discuss the violation and to review security procedures.

Following the meeting the employer will be required to submit within fourteen (14) days a written document explaining the actions taken to raise the level of security awareness among its employees.

It should be noted that the Port reserves the right to revoke the individual's ID card privileges if the individual is found to pose a

threat to the security of the Port or is a habitual violator.

Important Reminder: Everyone is a critical part of the security team.
Furthermore, this booklet will also serve as a reminder of the process to renew or obtain a first-time ID card.

New Applicant Procedures:
To obtain a first-time ID card, the employer is required to provide the applicant with an original letter written on company letterhead stating the reason(s) for requesting a POM ID card and the type of access required (restricted areas and/or cargo areas).

NOTE: The company letter requesting the identification card is only valid for 30 days from the date it was written.

The letter shall contain the following information:

- Employee's Full Name
- Date of Birth
- Driver License Number
- Employee's Title

The applicant shall also be required to present the following documents:

- Original Driver License
- Proof of United States Employment Eligibility if not a U.S. citizen
- $80.00 Cash, Cashier's Check, Money Order or Company Check

When completing the ID card application it is imperative that you read it carefully and complete it accurately. Any misrepresentations or omissions, and/or willful falsifications of any statement in the application will result in the denial of the ID card and can be punished by fine or imprisonment or both.

Identification Card Renewal Procedures:
To renew the ID card, the employer is required to provide the applicant with an original letter written on company letterhead requesting the renewal of the ID card and the type of access being requested (restricted areas and/or cargo areas).

The letter shall contain the following information:

- Employee's Full Name
- Date of Birth
- Driver License Number
- Employee's Title

The applicant shall also be required to present the following documents:

- Original Driver License
- Proof of United States Employment Eligibility if not a U.S. Citizen
- $55.00 in Cash, Cashier's Check, Money Order, or Company Check

Reminder: The ID card must be renewed before or on the day it expires. If you allow the ID card to expire, you have to reapply for re-authorization for an ID card and will be subject to a full-fingerprint based criminal records check at a cost of $80.00. You will also be considered a new applicant pursuant to Section 311.12, Florida Statutes.

In addition, in accordance with Chapter 28A of the Code of Miami-Dade County, it is required that a copy of the employee's original driver license be kept on file.

Furthermore, you are required to immediately notify your employer or supervisor of the loss or theft of your ID card. If you are unable to contact your supervisor, immediately contact the Miami-Dade County Seaport Credentials Section at (305) 347-4955/56 and request that access be removed from your ID card. By removing

access, you ensure that your ID card is not used.

Procedures to Replace the Lost or Stolen Card:

To replace a lost or stolen ID badge, the employer is required to provide the applicant with an original letter written on company letterhead requesting a replacement ID card and the type of access being requested (restricted areas and/or cargo areas).

The letter shall contain the following information:

- Employee's Full Name
- Date of Birth
- Driver License Number
- Employee's Title

The applicant shall also be required to present the following documents:

- A police report (the Credentials Section will re-issue an ID card with a case number pending a copy of the police report). The applicant must within two weeks (10 business days), provide the Credentials Section with a copy of the police report. Failure to provide a copy of the report may result in the deactivation of your ID card.
- Original Driver License
- Proof of United States Employment Eligibility
- $50.00 in Cash, Cashier's Check, Money Order, or Company Check

Procedures for Change of Company:

The employer is required to provide the applicant with an original letter written on company letterhead stating the reason for requesting a port ID card and the type of access required (restricted areas and/or cargo areas).

The letter shall contain the following information:

- Employee's Full Name
- Date of Birth
- Driver License Number
- Employee's Title

The applicant shall also be required to present the following documents:

- Original Driver License
- Proof of United States Employment Eligibility if not a U.S. Citizen
- $25.00 in Cash, Cashier's Check, Money Order, or Company Check

Reminder: The ID badge remains the property of the Miami-Dade Seaport Department, and may be confiscated or revoked by authorized Port of Miami staff for failure to comply with POM security directives, rules and/or policies.

The Miami-Dade Seaport Department, as the seaport operator, must remain in compliance with Chapter 28A of the Code of Miami-Dade County, Section 311.12, Florida Statutes, 33 CFR 105, and the Port of Miami Facility Security Plan.

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OFFICE OF THE DIRECTOR ~ 1015 NORTH AMERICA WAY, 2ND FLOOR ~ MIAMI, FLORIDA 33132-2081 ~ PHONE (305) 371-PORT (371-7678) ~ FAX (305) 347-4843

Annex to Seaport Identification Card Application

I acknowledge that I have received my Seaport Identification Card and a copy of the *"Security Awareness and Regulations Booklet"* upon receipt of my Seaport Identification Card. I understand it is my responsibility to read the booklet and familiarize myself with security requirements and regulations.

Applicant Name: _____
(Print)

Applicant Signature: _____ _____
Date

ID Processor Name: _____
(Print)

ID Processor Signature: _____ _____
Date

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Port of Miami

REQUIRED DOCUMENTS TO OBTAIN A PORT OF MIAMI IDENTIFICATION CARD

In order to facilitate the identification card issuance process, please ensure that you have the necessary documents required for the type of identification card for which you are making application.

New Applicants:

New applicants requesting a Port Identification card must present the documents listed below in order to be processed for an identification card.

1. An original letter from the employer written on company stationary stating the reason for requesting a Port identification card and type of access being requested (restricted areas and/or cargo areas). The letter must also contain the following information:
   - Employee's full name
   - Date of birth
   - Driver License Number
   - Employee's title
2. Original Driver License
3. Proof of Legal Status and Employment Eligibility in the United States

   A list of acceptable documents are as follows:
   - U.S. Passport (unexpired or expired)
   - Certificate of U.S. Citizenship (USCIS Form N-560 or N-561)
   - Certificate of Naturalization (USCIS Form N-550 or N-570)
   - Unexpired foreign passport with I-551 stamp or attached Form I-94 indicating unexpired employment authorization
   - Permanent Resident Card or Alien Registration Receipt Card with photograph (USCIS Form I-151 or I-551)
   - Unexpired Temporary Resident Card (USCIS Form I-688)
   - Unexpired Employment Authorization Card (USCIS Form I-688A)
   - Unexpired Reentry Permit (USCIS Form I-327)
   - Unexpired Refugee Travel Document (USIS Form I-571)
   - Unexpired Employment Authorization Document Issued by USCIS that contains a photograph (USCIS Form-I688B)
   - Original or certified copy of Birth Abroad issued by the Department of State (Form FS-545 or Form DS-1350)

- Original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying possession of the United States bearing an official seal
- Native American tribal document
- U.S. Citizen ID Card (USCIS Form I-197)
- ID Card for use of Resident Citizen in the United States

4.. $80.00 cash, cashier's check, money order or company check.

Identification Card Renewal:

1. An original letter from the employer written on company stationary stating the reason for requesting a Port identification card and type of access being requested (restricted areas and/or cargo areas). The letter must also contain the following information:
   a. Employee's full name
   b. Date of birth
   c. Driver License Number
   d. Employee's title
2. Original Driver License
3. $55.00 cash, cashier's check, money order or company check (exact amount only).

Note: The identification card must be renewed before or on the day it expires. Applicants with an expired identification card will be subject to a FCIC/NCIC fingerprint-based criminal history background check and will be charged the $80.00 fee.

Lost or Stolen Card:

1. An original letter from the employer written on company stationary stating the reason for requesting a Port identification card and type of access being requested (restricted areas and/or cargo areas). The letter must also contain the following information:
   a. Employee's full name
   b. Date of birth
   c. Driver License Number
   d. Employee's title
2. Police Report (The Credentials Section will re-issue a Port identification card with a case number pending a copy of the police report. Within two weeks (10 business days), the employee must provide a copy of the police report to the Credentials Section. Failure to do so may result in the deactivation of the identification card).
3. Original Driver License
4. $50.00 cash, cashier's check, money order or company check (exact amount only).

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Note: A lost or stolen identification card must be immediately reported to the Credentials Section. This will prevent someone else from gaining access to restricted areas of the Port using your identification card.

Change of Company:

1. An original letter from the employer written on company stationary stating the reason for requesting a Port identification card and type of access being requested (restricted areas and/or cargo areas). The letter must also contain the following information:
   a. Employee's full name
   b. Date of birth
   c. Employee's title
2. Original Driver License
3. $25.00 cash, cashier's check, money order or company check (exact amount only).

One-Day Pass Request:

This pass can only be issued five (5) times within a ninety-day (90) period.

1. An original letter from the employer written on company stationary stating the reason for requesting the "One-Day Pass" and type of access being requested (restricted areas and/or cargo areas). The letter must also contain the following information:
   a. Employee's full name
   b. Date of birth
   c. Driver License Number
   d. Employee's title
2. Non-U.S. citizen applicants or non-permanent residents of the U.S. must provide a passport along with Form I-94 or the visa waiver.
3. Original Driver License
4. $8.00 cash, cashier's check, money order or company check (exact amount only).

Note: If you have applied for a permanent Port identification card, a "One Day Pass" may still be issued if the applicant has not exceeded five (5) entries in ninety (90) days.

Should you have any questions or require clarification, please do not hesitate to contact the Port's Credentials Section at (305)347-4955.

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Cruise

Cruise Terminals
Cruise Lines
Cruise Packages
Travel Tips

Cargo

Container Terminals
Shipping Schedules
Steamship Lines Directory
Identification Cards
POM Fast Pass
Pre-Paid Scale
Crane Management

Business

Business Permits
Port Tariff
Port Statistics
Sister Seaports
Port Partners
Business Directory

Port Information

Port Director
Port Security
Press Releases

Print | Email | Helpful?

Identification Cards

Obtaining a permit allows companies to obtain identification cards for its personnel working at the port. Valid IDs are required.

1. The issuance of identification cards will be done on a first come, first served basis, between the hours of 7:00 AM and 3:30 PM, Monday through Friday. One-Day Pass Office opens Saturdays and Sundays between the hours of 6:00 AM and 2:00 PM. The Identification Section is located in the Seaport Security section, 1001 North America Way, Suite #116, Miami, FL 33132, telephone: 305-47-4955, fax 305-47-4960.
2. Persons requesting an ID card must have in their possession a valid Florida driver's license or ID card, and a Passport, Birth Certificate or another document showing country legal status. The fee for a new ID card is $80 payable by cash, cashiers check, company check or money order. Checks and money orders are to be made payable to the Port of Miami. Renewals are $55 per card. Lost card fee is $50. Fifth year renewal, requiring background check fee is $80. One-day pass fee is $8.
3. Companies/organizations requesting ID cards for their employees must make their requests in writing on company letterhead (using Seaport ID Section format). This needs to be sent or presented to the ID Section.
4. All persons requesting ID cards will be subject to a comprehensive criminal background investigation that will include the submission of finger prints and a status check on their driver's licenses. Any person with an outstanding warrant of any type shall be subject to arrest, and denial of their ID card pending a court clearance. A person who willfully and knowingly provides false information in obtaining or attempting to obtain a Seaport Security identification card commits a felony of the third degree, punishable by 5 years in jail and a $5,000 fine (s. 775.082 or s. 775.083).

It is incumbent upon the ID card holders to ensure that their individual card is

Identification

Required Documents to Obtain a Port of Miami Id Card
Special Dock Permit Application
Seaport ID Application
Seaport Identification Section - Application Process
Authorization Letter
Format Letter to Request a Port ID Card

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Photo Gallery
Capital Improvements
Environmental Awareness
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Employee Recognition
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Contact Us

renewed prior to the expiration date.

For questions regarding ID cards, please call the ID Section at 305-347-4955 or the Port of Miami Permit Section at 305-347-4841/4964.

If you cannot view PDF files, you can download Acrobat Reader for free from Adobe Systems, Inc. In order to use PDF files, you must have Acrobat installed on your computer.

Identification Cards
305-347-4955

Security Gate "Technical" Questions
305-347-4845

Seaport Security Operations
305-347-4800

Gate Manual

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Port Miami

MIAMI-DADE COUNTY

SECTION 1: APPLICANT INFORMATION

APPLICATION DATE:		ID BADGE #:
LAST NAME:	FIRST NAME:	
MIDDLE NAME:	ALIAS NAME:	
HOME PHONE #:	WORK PHONE #:	CELL PHONE #:
DATE OF BIRTH: / /	PLACE OF BIRTH: (IF NOT U.S. BORN, PROVIDE PROOF OF WORK ELIGIBILITY)	
HEIGHT:	WEIGHT:	RACE:
HAIR COLOR:	EYE COLOR:	GENDER: FEMALE MALE
SOCIAL SECURITY:	ALIEN REG. #:	
DRIVER LICENSE:	STATE ISSUED:	

SECURITY GUARD LICENSE:

CLASS D #: _____ CLASS G#: _____

EXP. DATE: _____ EXP. DATE: _____

HAVE YOU LIVED AT YOUR CURRENT ADDRESS FOR MORE THAN 5 YEARS?

☐ YES ☐ NO IF YOU ANSWERED NO, PLEASE PROVIDE LAST 5 YEARS ADDRESS HISTORY STARTING WITH THE CURRENT ADDRESS

FOR OFFICIAL USE ONLY

REQUIRED DOCUMENTS:

☐ U.S. PASSPORT/ U.S. BIRTH CERTIFICATE NATURALIZATION CERTIFICATE

☐ COMPANY LETTER

☐ DRIVER LICENSE

☐ WORK AUTHORIZATION ☐ EXP. DATE _____

☐ UNION CARD

PAYMENTS:

☐ $80.00 NEW ID / EXPIRED ID

☐ $55.00 RENEWAL

☐ $25.00 CHANGE OF COMPANY

☐ $50.00 LOST / STOLEN

☐ $200.00 SPECIAL DOCK PERMIT

☐ DAMAGE / REPLACEMENT (NO CHARGE)

RECEIPT # _____

☐ CASH ☐ PRE-PAID ☐ COMPANY CHECK

☐ CREDIT ☐ MONEY ORDER

PROCESSED BY: _____ DATE: _____

☐ FINGERPRINT TAKEN ☐ PICTURE TAKEN

☐ ACCEPTED ID BADGE APPLICATION

☐ REJECTED ID BADGE APPLICATION

COMMENTS: _____

PROCESSED BY: _____ DATE: _____

APPLICANT RESIDENTIAL HISTORY

FROM DATE: / /	END DATE: / /	
HOME ADDRESS:		
CITY:	STATE:	ZIP CODE:
FROM DATE: / /	END DATE: / /	
HOME ADDRESS:		
CITY:	STATE:	ZIP CODE:
FROM DATE: / /	END DATE: / /	
HOME ADDRESS:		
CITY:	STATE:	ZIP CODE:

Port Miami

MIAMI COUNTY

[redacted]

EMPLOYER NAME:			FOR OFFICIAL USE ONLY
EMPLOYER ADDRESS:			BADGE TYPE: ☐ RED ☐ GREEN ☐ GRAY ☐ YELLOW ☐ GRAY / RED ☐ L.E.O.
CITY:	STATE:	ZIP CODE:	
EMPLOYER PHONE #:	EMPLOYER FAX #:		PORT ID EXPIRATION DATE: _____ ☐ TWIC EXPIRATION DATE: _____
APPLICANT TITLE:	APPLICANT DEPARTMENT:		☐ FUPAC EXPIRATION DATE: _____
RESTRICTED ACCESS AREA (RAA): ☐ TERMINAL ☐ CARGO ☐ CRUISE WATERSIDE ☐ SHED B ☐ PORT BRIDGE PARKING PUBLIC ACCESS AREA: ☐ POM ADMINISTRATION OFFICES ☐ ROYAL CARIBBEAN			SPECIAL ACCESS: ☐ MAINTENANCE ☐ IT ☐ ESSENTIAL ☐ PORT DIRECTOR ☐ PARKING

[redacted]

START DATE (MM/DD/YYYY):	END DATE (MM/DD/YYYY):	TITLE OF POSITION:
EMPLOYER ADDRESS:		
EMPLOYER PHONE NUMBER:	SUPERVISOR NAME:	SUPERVISOR TITLE:
START DATE (MM/DD/YYYY):	END DATE (MM/DD/YYYY):	TITLE OF POSITION:
EMPLOYER ADDRESS:		
EMPLOYER PHONE NUMBER:	SUPERVISOR NAME:	SUPERVISOR TITLE:
START DATE (MM/DD/YYYY):	END DATE (MM/DD/YYYY):	TITLE OF POSITION:
EMPLOYER ADDRESS:		
EMPLOYER PHONE NUMBER:	SUPERVISOR NAME:	SUPERVISOR TITLE:
START DATE (MM/DD/YYYY):	END DATE (MM/DD/YYYY):	TITLE OF POSITION:
EMPLOYER ADDRESS:		
EMPLOYER PHONE NUMBER:	SUPERVISOR NAME:	SUPERVISOR TITLE:
START DATE (MM/DD/YYYY):	END DATE (MM/DD/YYYY):	TITLE OF POSITION:
EMPLOYER ADDRESS:		
EMPLOYER PHONE NUMBER:	SUPERVISOR NAME:	SUPERVISOR TITLE:

Port Miami

MIAMI-DADE COUNTY

[redacted] CRIMINAL BACKGROUND HISTORY DISCLOSURE

Persons seeking unescorted access to Restricted Access Areas (RAA) on the Port of Miami on regular basis are subject to the requirements of the Maritime Transportation Security Act that authorizes the United States Coast Guard to regulate seaport security, and Title 33, Code of Federal Regulations, Part 105, requires each seaport to have an approved facility security plan. I further understand that compliance with Florida Statute Section 311.12 is part of the Port of Miami's approved Facility Security Plan and that Florida Statute Section 311.12 includes access control provisions requiring criminal background checks for individuals seeking access to the seaport RAA on a regular basis. I further understand that the Port Director may deny my application for access to the Port. Initials _____

Any person who has in his or her possession a concealed weapon, or who operates or has possession or control of a vehicle in or upon which a concealed weapon is placed or stored, while in a designated restricted area on seaport property commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083. Initials _____

I hereby authorize any representative of the Port of Miami Credentials Section to obtain any records or information pertaining to my arrest record or criminal history, and I direct any representative of any law enforcement or criminal justice agency to release such information upon request of the bearer.

☐ I agree ☐ I decline Initials _____

The undersigned applicant acknowledges and consents to the Port of Miami Credentials Section providing the information contained in this application including the applicant's social security number to the U.S. Department of Homeland Security (DHS), Federal Bureau of Investigation, U.S. Customs and Border Protection, Florida Department of Law Enforcement and U.S. Immigration and Customs Enforcement pursuant to applicable federal laws, rules or regulations as may be amended. The information will be disclosed to DHS personnel and contractors or other agents who need information to assist in activities related to port security threat assessments. Applicants who elect to decline authorization for the Port of Miami Credentials Section to transmit their social security number to DHS shall check the "I decline" box below with the understanding that such action may result in delays or make it impossible to complete the assessment.

☐ I agree ☐ I decline Initials _____

☐ I have *not* OR ☐ I *have used* illegal drugs within the three (3) years immediately preceding the date of this statement. Florida Statute 311.12 (3) (c) Initials _____

Have you been at any time incarcerated, convicted or had withhold adjudication of any crime listed below.

☐ No ☐ Yes If yes, provide date? _____ (Month / Day / Year) Probation / Supervision / Parole end date: _____ (Month / Day / Year)

Please be advised that additional information may be requested for the purpose of verifying criminal history information.

[redacted]

Deniable Offense	Yes	No	Deniable Offense	Yes	No
· Treason			· Aircraft piracy		
· Murder			· Unlawful throwing, placing, or discharging of a destructive device or bomb		
· Manslaughter			· Any felony which involves the use or threat of physical force or violence against any individual		
· Sexual battery			· Terrorism, including any offense against computer users		
· Carjacking			· Planting a hoax bomb		
· Home invasion robbery			· Any violation involving the manufacture, possession, sale, delivery, display, use, or attempted or threatened use of a weapon of mass destruction or hoax weapon of mass destruction		
· Robbery			· Dealing in stolen property		
· Burglary			· Any violation involving the importation, sale, manufacturing, delivery, or possession with intent to sell, manufacture, or deliver a controlled substance		
· Arson			· Felony involving theft		
· Kidnapping			· Commission or attempted commission of a felony while displaying, using, threatening or attempting to use a firearm or weapon		
· Aggravated assault			· Any crime an element of which includes use or possession of a firearm		
· Aggravated battery			· Conspiracy to commit any of the above-listed offenses		
· Aggravated stalking					

[illegible]	
	ID Card Holders must maintain a valid identification card. A valid identification card has a current expiration date and has been issued in accordance with the U.S. Coast Guard approved Port of Miami Facility Security Plan. ID Card Holders with expired ID cards are considered new applicants applying for clearance in accordance with Florida Department of Law Enforcement requirements.
	ID Card Holders must comply with all port access control procedures.
	All ID cards are the property of the Port of Miami and shall be surrendered upon termination of employment to your former employer or the Port of Miami Credentials Section. Failure to do so shall constitute a violation of Chapter 28A of Miami-Dade County.
	ID cards are not transferable and must be visibly displayed, above the waist at all times while on the Port of Miami as well as while visiting and/or working within the restricted areas of the Port.
	In the event of a loss or theft of an ID card, ID Card Holders must immediately notify his/her employer or the Port of Miami Credentials Section. A police report must be prepared for such an occurrence. A replacement fee of $30.00 will be assessed and collected by the Port of Miami Credentials Section before a replacement ID card is issued. At the time of the replacement card request, a new verification of employment may be required.
	The Seaport Director reserves the right to revoke authorization to possess an ID card.
	ID Card Holders working in an area of cargo operations or other restricted areas are responsible for notifying a law enforcement officer, security officer, private security guard or seaport employee of any individual(s) not visibly displaying or producing upon request an ID card, in violation of Chapter 28A. All ID Card Holders are required to immediately report suspicious activity and suspected violations of federal, state or local laws and ordinance violations. This shall include suspected violations of United States Coast Guard, U.S. Customs and Border Protection and Florida Department of Law Enforcement Compliance Regulations and Standards, to the Seaport Director, any member of the Port of Miami, the Miami-Dade Police Department or any member of agencies charged with the security of the Port of Miami.
	ID Card Holders shall within ten days report in writing to the Port of Miami Credentials Section, 1001 N. America Way, Suite 111, Miami, FL, 33132, any felony arrest, conviction, or finding of guilt. Failure to notify the Port of Miami Credentials Section of this information will result in immediate deactivation of the ID card and may subject the individual to permanent revocation of the ID card.
	ID Card Holders shall within ten days notify the Port of Miami Credentials Section of any change in employment or personal data information such as changes in legal name, contact information such as address and telephone number. A replacement fee of $25.00 will be assessed and collected by the Port of Miami Credentials Section before a replacement ID card is issued.

Certification of the Applicant with respect to this application process requiring full disclosure of information:

I have read and agree to abide by the responsibilities set forth in this identification card request. I understand that a knowing and willful false statement on this application can be punished by fine or imprisonment or both. I understand that knowingly providing false information on this application or any portion of the ID application process may subject me to criminal prosecution and will minimally result in the permanent denial or revocation of my Port of Miami ID card. I understand that upon termination of my official employment at the Port of Miami, in any capacity where I am required to have the issued Port of Miami ID card, I will immediately return my ID card to my former employer or directly to the Port of Miami Credentials Section and that failure to do so will constitute a violation of Miami-Dade County Ordinance.

Applicant Full Name:	**Applicant Title of Position:**
Applicant Signature:	**Date:**

FOR OFFICIAL USE ONLY

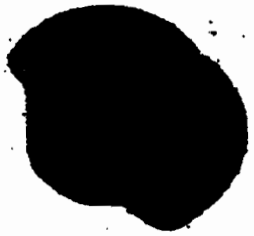
Application Verified By:	**Date:**
Comments:	

The Port of Miami reserves the right to recall the applicant and ID card for verification subject to compliance requirements outlined in 33 CFR 105 and FS 311.12.

Port of Miami

305-347-4800

Advance Notification Of Vessel Stores Delivery



PHN: 305-347-4800
FAX: 305-347-4894

Cruise-Cargo Line Name _____ Date Of Delivery _____ Ship Name _____

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

NOTICE:

Pursuant to Maritime Security Regulations-33CFR 105.270 (b2), which states: That the Facility owner or operator (Port of Miami) must receive advance notification of vessel stores or bunkers delivery, including a list of stores, delivery driver information, and vehicle registration information. This list must be faxed to the Miami-Dade Police Department (MDPD) in advance of the delivery. E-mails will not be accepted. All delivery vehicles must be screened at an MDPD Commercial Vehicle Inspection Station. Deliveries not on an advance notification list will not be authorized to complete delivery.
Any discrepancies are the responsibility of the cruise line.

Maverick Form/2005

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WORKZONE AUTHORIZATION APPLICATION

PRIMARY CONTACT: _____

TELEPHONE: _____
Main *Alternate*

DATE OF WORK: _____

LOCATION: _____

COMPANY NAME: _____

DRIVER #1: _____
First Name *Last Name* *Port ID #*

DRIVER #2: _____
First Name *Last Name* *Port ID #*

DRIVER #3: _____
First Name *Last Name* *Port ID #*

VEHICLE #1: _____
Year *Make* *Model* *Tag #*

VEHICLE #2: _____
Year *Make* *Model* *Tag #*

VEHICLE #3: _____
Year *Make* *Model* *Tag #*

Pursuant to security procedures, this application requests temporary commercial/construction vehicle access and parking to areas adjacent to a cruise terminal or wharf areas for the purposes of construction and other critical maintenance or repair work. Fax completed application to:

PORT OF MIAMI SECURITY
1001 North America Way, Suite 104

FAX (305) 347-4894

TEL (305) 347-4966 or
(305) 371-7678

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VERSION 2.0
REVISED 12/14/2007

Port of Miami

ALL PORT USERS ADVISORY NOTICE

NOTIFIER: **CRISTINA CALDERON**
SAFETY AND SECURITY DIVISION

DATE: **JULY 10, 2008**

TO: **PORT OF MIAMI USERS / STAKEHOLDERS**

SUBJECT: **TWIC COMPLIANCE DATES**
DECEMBER 2008 – JANUARY 2009

The US Coast Guard and the Transportation Security Administration have announced expected TWIC compliance dates, after which all credentialed individuals requiring access to restricted areas will need to possess a valid TWIC identification card.

The expected compliance date is **DECEMBER 2008 / JANUARY 2009**. When a compliance date is confirmed, the US Coast Guard will provide a 90-day advance notice.

Additional information can be found at: www.homeport.uscg.mil/twic and www.tsa.gov/twic. Enroll today!