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

MEMORANDUM Agenda Item No. 14(A)(3)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: July 19, 2011

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

SUBJECT: Resolution approving Professional Services Agreement between Miami-Dade county and Bermello, Ajamil & Partners, Inc. for Cruise Terminals D & E improvements in the amount of $1,320,000, Contract No. A11-SEA-01

Resolution No. R-633-11

Pursuant to Rule 5.06(c), Commissioner Rebeca Sosa has assumed sponsorship of this item and is therefore listed as the Prime Sponsor.

R. A. Cuevas, Jr.
County Attorney

RAC/cp

Memorandum

MIAMI-DADE COUNTY

Date: July 19, 2011

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Alina T. Hudak
County Manager

Subject: Contract Award Recommendation for Cruise Terminals D and E Improvements - Project No.: 2011-014; Contract No.: A11-SEA-01, 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 for a total contract amount of $1,320,000.00.

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

Section IX of the PSA stipulates that any and all disputes shall be decided by the Director of the Miami-Dade Seaport Department.

Scope

PROJECT NAME: Cruise Terminals D and E Improvements

PROJECT NO: 2011-014

CONTRACT NO: A11-SEA-01

PROJECT DESCRIPTION: Professional architectural/engineering and construction administration services (to include coordination with all regulatory agencies as appropriate) are requested for modifications and improvements to optimize the use of existing Cruise Terminals D and E.

The scope of services includes cruise terminal architectural and engineering planning, design and post design services for repairs, upgrades and new construction for Cruise Terminals D and E. These professional services are required for multiple projects that will provide state of the art facilities to support port operations that are evolving as the industry advances. The scope of services and any supportive ancillary tasks to the primary scope of services includes upgrades or new construction for all or some of the following: building envelope systems (including roofing); horizontal and vertical circulation; connecting passenger boarding bridges (PBB); landside and waterside site development; wharf and berthing improvements; wharf access; intermodal areas; ancillary roadways; parking facilities; provisioning facilities; comfort stations and increasing restroom level of services; canopies; wayfinding; life safety; ADA accessibility; operational and security enhancements including checkpoints; access control; furniture; fixtures; equipment; and all related infrastructure, building and structure work.

The consultant shall provide all the necessary investigations; surveys; site investigations; studies; architectural and engineering designs including the analysis of 'sustainable systems' and possible LEED certification; fire protection; interior design; geotechnical engineering; civil engineering; structural engineering;

mechanical, electrical and plumbing (MEP), telecommunications engineering; cost estimates; schedules; coordination with baggage carousels, PBB, and Art in Public Places; construction documents; environmental and building permitting; commissioning; bidding assistance; site visits; inspections; construction administration; review of shop drawings, proposed substitutions, pay requests, change orders, and claims assistance; and any supportive ancillary tasks to the primary scope of services to successfully complete all phases of the project.

All work shall be conducted to meet or exceed professional standards, comply with Port of Miami Security requirements, the United States Customs and Border Protection Cruise Terminal Design Standards (USCBP CTDS), and Miami-Dade County's Sustainable Buildings Program, Implementing Order No. 8-8.

PROJECT LOCATION: Port of Miami

PROJECT SITES:

SITE #	LOCATION 1	DIST	ESTIMATE	T-S-R
#76894	1015 N AMERICA WY	5	$1,320,000.00	54-05-42

PRIMARY COMMISSION DISTRICT: District 5 Bruno A. Barreiro

APPROVAL PATH: Board of County Commissioners

OCI A&E PROJECT NUMBER: A11-SEA-01

USING DEPARTMENT: Miami-Dade Seaport Department

MANAGING DEPARTMENT: Miami-Dade Seaport Department

Fiscal Impact / Funding Source

FUNDING SOURCE:

SOURCE	PROJECT NUM	SITE #	AMOUNT
Seaport Bonds/Loans	644710	#76894	$1,320,000.00

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

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

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

PTP FUNDING: No

GOB FUNDING: No

ARRA FUNDING: No

CAPITAL BUDGET PROJECT:	CAPITAL BUDGET PROJECT # - DESCRIPTION	AWARD ESTIMATE
	644710- CRUISE TERMINALS D AND E UPGRADES FOR NEW SERVICE Book Page:84 Funding Year: Adopted Capital Budget Book for FY 10-11, FY 2011-12 Funds (Seaport Bonds/Loans)	$1,320,000.00

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:

TYPE	CODE	DESCRIPTION
Prime	5.02	PORT AND WATERWAY SYSTEMS - ARCHITECTURAL DESIGN
Prime	18.00	ARCHITECTURAL CONSTRUCTION MANAGEMENT
Other	5.08	PORT AND WATERWAY SYSTEMS - MARINE ENGINEERING DESIGN
Other	8.00	TELECOMMUNICATION SYSTEMS
Other	9.02	SOILS, FOUNDATIONS AND MATERIALS TESTING - GEOTECHNICAL AND MATERIALS ENGINEERING SERVICES
Other	11.00	GENERAL STRUCTURAL ENGINEERING
Other	12.00	GENERAL MECHANICAL ENGINEERING
Other	13.00	GENERAL ELECTRICAL ENGINEERING
Other	15.01	SURVEYING AND MAPPING - LAND SURVEYING
Other	16.00	GENERAL CIVIL ENGINEERING
Other	22.00	ADA TITLE II CONSULTANT

SUSTAINABLE BUILDINGS ORDINANCE:
(I.O NO. 8-8)

Did the Notice to Professional Consultants contain Specific Language requiring compliance with the Sustainable Buildings Program?
YES

NTPC'S DOWNLOADED: 203

PROPOSALS RECEIVED: 10

ESTIMATED ORIGINALCONTRACT PERIOD:

TOTAL CONTRACT PERIOD: 1460 Days. Excludes Warranty Administration Period
The contract period consists of four (4) years.

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

IG FEE INCLUDED IN BASE CONTRACT: Yes

ART IN PUBLIC PLACES: Yes

BASE ESTIMATE: $1,200,000.00

BASE CONTRACT AMOUNT:	$1,200,000.00			
CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	**TYPE**	**PERCENT**	**AMOUNT**	**COMMENT**
	PSA	10%	$120,000.00	
TOTAL DEDICATED ALLOWANCE:	$0.00			
TOTAL AMOUNT:	$1,320,000.00			

Track Record / Monitor

SBD HISTORY OF VIOLATIONS: None

EXPLANATION:

A Notice to Professional Consultants (NTPC) was advertised on April 7, 2011. Ten proposals were submitted on April 28, 2011, in response to the NTPC. All ten respondents were found in compliance with the Community Business Enterprise goal established for this solicitation. The Competitive Selection Committee (CSC) appointed by the County Manager conducted a First Tier Screening on May 16, 2011 to evaluate the proposals received. All ten firms were evaluated in accordance with Administrative Order 3-39. The final qualitative rankings for the top three firms were as follows: Firm No. 1, Bermello, Ajamil & Partners, Inc. received 452 points; Firm No. 2, BEA Architects, Inc. received 434 points; and Firm No. 3, CH2M Hill, Inc. received 430 points. The final ordinal rankings for the top three firms were as follows: Firm No. 1, Bermello, Ajamil & Partners, Inc. received 6 points; Firm No. 2, BEA Architects, Inc. received 9 points; and Firm No. 3, AECOM Technical Services. Inc. received 15 points.

Based on the CSC's professional expertise, the information provided in the proposals was deemed sufficient to determine the qualifications of the teams. As a result of said determination, and by a majority vote, the CSC decided to forego Second-Tier proceedings and recommended that negotiations be conducted with Bermello, Ajamil & Partners, Inc. The County Manager concurred with the CSC and on June 15, 2011, the first negotiation meeting was held.

After two negotiations, the Negotiation Committee arrived at a lump sum amount that was fair and reasonable for modifications of approximately 7,000 square feet of existing shelled space, interior upgrades of the second and third floors and expansion of approximately 8,000 square feet to Cruise Terminal D, including a new entry bus canopy; two new buildings (dog houses) to be used for baggage x-ray processing; and modifications of the second floor area of Cruise Terminal E. The approved project schedule negotiated is also attached with the proposal. There is additional capacity in the Professional Services Agreement to accommodate future upgrades to support evolving port operations for industry advances. There are nine evaluations on record in the Capital Improvement Information System for Bermello, Ajamil & Partners, Inc. with an average rating of 3.5 points out of a total 4.0 possible points. Based on the above, it is recommended that this agreement be awarded in the amount of $1,320,000.00 to Bermello, Ajamil & Partners, Inc.

SUBMITTAL DATE: 4/28/2011

ESTIMATED NOTICE TO PROCEED: 8/15/2011

PRIME CONSULTANT: Bermello, Ajamil & Partners, Inc.

COMPANY PRINCIPAL: Luis Ajamil, P.E.

COMPANY QUALIFIERS:	Saul G. Suarez, R.A.
COMPANY EMAIL ADDRESS:	SSuarez@bermelloajamil.com
COMPANY STREET ADDRESS:	2601 South Bayshore Drive, 10th Floor
COMPANY CITY-STATE-ZIP:	Miami, Florida 33133
YEARS IN BUSINESS:	34
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 been awarded ten (10) Contracts, seven (7) through the Equitable Distribution Program with a total value of $8,588,773.00, including a Change Order approved by the BCC for $698,631.00.
SUBCONSULTANTS:	Geosol, Inc. Hufsey- Nicolaides-Garcia-Suarez Associates, Inc. Manuel G. Vera & Associates, Inc. Ross & Baruzzini, Inc. Triangle Associates, Inc.
MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS:	No
REVIEW COMMITTEE:	**MEETING DATE:** 3/16/2011 **SIGNOFF DATE:** 3/16/2011
APPLICABLE WAGES: (RESOLUTION No. R-54-10)	No

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:

TYPE	GOAL	ESTIMATED VALUE		COMMENT
CBE	26.00%	$343,200.00		
CWP	0.00%	0	Not Applicable	

MANDATORY CLEARING HOUSE:	No		
CONTRACT MANAGER NAME / PHONE / EMAIL:	Maria H. Cerna	305-347-4916	MCerna@miamidade.gov
PROJECT MANAGER NAME / PHONE / EMAIL:	Victoria Valdez	(305) 347-3239	valdezv@miamidade.gov

Background

BACKGROUND: The Port of Miami is upgrading Cruise Terminals D and E and the related infrastructure to provide additional cruise passenger capacity and improved efficiencies to 'Home Port' berth larger cruise ships for our stakeholders. Upgrades are also required to provide state of the art facilities to support evolving port operations for industry advances. Professional architectural and engineering services are required for planning, design and post design services.

BUDGET APPROVAL FUNDS AVAILABLE: **OSBM DIRECTOR** **DATE** 6/21/11

APPROVED AS TO LEGAL SUFFICIENCY: **COUNTY ATTORNEY** **DATE** 6/22/11

ASSISTANT COUNTY MANAGER **DATE**

CLERK DATE

DATE

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: July 19, 2011

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

SUBJECT: Agenda Item No. 14(A)(3)

Please note any items checked.

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

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

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

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

_____ **Budget required**

_____ **Statement of fiscal impact required**

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

_____ **No committee review**

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

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(3)
7-19-11

RESOLUTION NO. R-633-11

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND BERMELLO, AJAMIL & PARTNERS, INC. FOR CRUISE TERMINALS D & E IMPROVEMENTS IN THE AMOUNT OF $1,320,000, CONTRACT NO. A11-SEA-01; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY TERMINATION AND RENEWAL PROVISIONS THEREIN

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

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

Section 1. Approves the execution of a Professional Services Agreement between Miami-Dade County and Bermello, Ajamil & Partners, Inc. in the amount of $1,320,000 for Cruise Terminals D & E Improvements, 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 **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Joe A. Martinez** and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman			**aye**
Audrey M. Edmonson, Vice Chairwoman			**absent**
Bruno A. Barreiro	**aye**	Lynda Bell	**aye**
Esteban L. Bovo, Jr.	**aye**	Jose "Pepe" Diaz	**aye**
Sally A. Heyman	**absent**	Barbara J. Jordan	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**aye**
Rebeca Sosa	**aye**	Sen. Javier D. Souto	**aye**
Xavier L. Suarez	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 19th day of July, 2011. 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: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Hugo Benitez

MEMORANDUM MIAMI-DADE COUNTY

DATE: May 18, 2011

TO: George Navarrete, Director
Office of Capital Improvements

FROM: Penelope Townsley, Director
Small Business Development

SUBJECT: Compliance Review
Project No. A11-SEA-01
Professional Services for Cruise Terminals D & E Improvements

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The Department of Small Business Development (SBD) has completed its review of the subject project for compliance with the Community Business Enterprise (CBE-A/E) Program for Architectural and Engineering Services. The contract measure established for this project is a 26% CBE sub-consultant goal.

The Professional Services Division of the Miami-Dade Office of Capital Improvements has submitted proposals from CH2M Hill, Inc. #1, Berenblum Busch Architecture, Inc. #2, RVL Architecture + Design, P.A. #3, Perez & Perez Architects Planners, Inc. #4, Wolfberg/Alvarez and Partners, Inc. #5, Indigo Service Corporation. #6, Bermello, Ajamil & Partners, Inc. #7, AECOM Technical Services, Inc. #8., BEA Architects, Inc. #9, and BC Architects A1A, Inc. #10, for compliance review. Following is the pre-award compliance status and summary.

STATUS:

1.	CH2M Hill, Inc.	Compliant
2.	Berenblum Busch Architecture, Inc.	Compliant
3.	RVL Architecture + Design, P.A.	Compliant
4.	Perez & Perez Architects Planners, Inc.	Compliant
5.	Wolfberg/Alvarez and Partners, Inc.	Compliant
6.	Indigo Service Corporation	Compliant
7.	Bermello, Ajamil & Partners, Inc.	Compliant
8.	AECOM Technical Services, Inc.	Compliant
9.	BEA Architects, Inc.	Compliant
10.	BC Architects A1A, Inc.	Compliant

SUMMARY:

CH2M Hill, Inc. submitted the required Letters of Agreement listing Architects International, Inc. to perform Port & Waterway Systems-Architectural Design, Architectural Construction Management, and ADA Title II Consultant at 20% and Robayna & Associates, Inc. to perform Surveying and Mapping-Land Surveying and General Civil Engineering at 6%. CH2M Hill, Inc. is in compliance with the CBE Participation Provisions.

Berenblum Busch Architecture, Inc. submitted the required Letters of Agreement listing PMM Consulting Engineers Corp. to perform Port & Waterway Systems-Marine Engineering Design and General Structural Engineering at 20% and Initial Engineers, P.A. to perform Telecommunications Systems, General Mechanical Engineering and General Electrical Engineering at 22%. Berenblum Busch Architecture, Inc. is in compliance with the CBE Participation Provisions.

RVL Architecture + Design, P.A. submitted the required Letters of Agreement listing Initial Engineers, P.A. to perform Telecommunications Systems, General Mechanical Engineering and General Electrical Engineering at 15%, A.D.A. Engineering, Inc. to perform General Civil Engineering at 2%, and Nifah & Partners Consulting Engineers, Inc. to perform Port & Waterway Systems-Marine Engineering Design and General Structural Engineering at 20%. RVL Architecture + Design, P.A. is in compliance with the CBE Participation Provisions.

Perez & Perez Architects Planners, Inc. submitted the required Letters of Agreement (LOA) listing CES Consultants, Inc. to perform Geotechnical & Materials Engineering Services at 3% and SDM Consulting Engineers, Inc. to perform General Mechanical Engineering and General Electrical Engineering at 14%. Perez & Perez Architects also submitted a LOA listing Rodolfo Ibarra P.E., P.A. to perform Port & Waterway Systems-Marine Engineering Design and Environmental Engineering at 15%; however, Environmental Engineering is not a (specific) technical category. Perez & Perez Architects confirmed that Rodolfo Ibarra would be performing Port & Waterway Systems-Marine Engineering Design and General Civil Engineering, (further supported by the listing of the same technical categories on the **Letter of Qualification**). Perez & Perez Architects Planners, Inc. is in compliance with the CBE Participation Provisions.

Wolfberg/Alvarez and Partners, Inc. submitted the required Letters of Agreement listing Bliss & Nyitray, Inc. to perform General Structural Engineering at 10%, Nifah & Partners Consulting Engineers, Inc. to perform Port & Waterway Systems-Marine Engineering Design at 8%, Nutting Engineers of Florida, Inc. to perform Geotechnical & Materials Engineering Services at 3%, and J. Bonfill & Associates, Inc. to perform Surveying and Mapping-Land Surveying and ADA Title II Consultant at 5%. Wolfberg/Alvarez and Partners, Inc. is in compliance with the CBE Participation Provisions.

Indigo Service Corporation submitted the required Letters of Agreement listing Fraga Engineers LLC to perform Telecommunications Systems, General Mechanical Engineering, and General Electrical Engineering at 15%, Eastern Engineering Group Company to perform General Structural Engineering at 7%, and Kaderabek Company to perform Geotechnical and Materials Engineering Services at 4%. Indigo Service Corporation is in compliance with the CBE Participation Provisions.

Bermello, Ajamil & Partners, Inc. submitted the required Letters of Agreement listing Geosol, Inc. to perform Geotechnical and Materials Engineering Services at 3%, Manuel G. Vera & Associates, Inc. to perform Surveying and Mapping-Land Surveying at 2%, Triangle Associates, Inc. to perform General Structural Engineering at 12%, and Hufsey-Nicolaides-Garcia-Suarez Associates, Inc. to perform General Mechanical Engineering and General Electrical Engineering at 14%. Bermello, Ajamil & Partners, Inc. is in compliance with the CBE Participation Provisions.

AECOM Technical Services, Inc. submitted a proposal but failed to submit the required "Letter of Agreement" (LOA) - (CBE 105). A four corners review of the proposal was conducted in which a letter of interest, an organizational chart, and the required Letter of Qualification (LOQ) were identified. The letter of interest confirmed that CBEs CES Consultants and Keith and Associates would be utilized to meet the established 26% CBE goal, but failed to specify the percentage each would perform. Additionally, the LOQ and organizational chart identified the respective CBEs and the scopes of services that each CBE (and/or) their respective personnel would be performing. While the signature for the prime is reflected on the letter of interest, the required signatures for the CBE sub-consultants meeting the established measure were missing. Via the **"four corners"** review, the information reflected on the required LOA was accounted for, with the exception of the signatures for the CBE sub-consultants and the respective percentage of work they would be performing; (both of which are correctable/s). Subsequently, AECOM Technical Services, Inc. submitted the required Letters of Agreement (LOA) listing CBE firm CES Consultants, Inc. to perform Geotechnical and Materials Engineering Services,

General Structural Engineering, General Mechanical Engineering and General Electrical Engineering at 29% and Keith and Associates, Inc. to perform Surveying and Mapping-Land Surveying at 2%; however, CES Consultants is not CBE certified in the technical categories General Mechanical Engineering and General Electrical Engineering, categories in which they are listed to perform services meeting the established measure. In an investigatory meeting held May 18, 2011, AECOM Technical Services, Inc. confirmed that CES Consultants, Inc. would be utilized in the technical categories in which they are CBE certified (i.e. Geotechnical and Materials Engineering Services and General Structural Engineering), to meet the established measure. AECOM Technical Services, Inc. is in compliance with the CBE Participation Provisions.

BEA Architects, Inc. submitted the required Letters of Agreement listing Initial Engineers, P.A. to perform General Mechanical Engineering and General Electrical Engineering at 15%, Bliss & Nyitray, Inc. to perform General Structural Engineering at 5%, Tierra South Florida, Inc. to perform Geotechnical and Materials Engineering Services at 1%, Ross Engineering, Inc. to perform General Civil Engineering at 2%, Biscayne Engineering Company, Inc. to perform Survey and Mapping-Land Surveying also at 2%, and Laura M. Perez and Associates, Inc. to perform ADA Title II Consultant at 1%. BEA Architects, Inc. is in compliance with the CBE Participation Provisions.

BC Architects A1A, Inc. submitted the required Letters of Agreement listing Consulting Engineering & Science, Inc. to perform Port & Waterway Systems-Marine Engineering Design and General Civil Engineering at 15%, JM Engineers, Inc. to perform Telecommunications Systems at 8%, Hadonne Corp. to perform Surveying and Mapping-Land Surveying at 2%, and Kaderabek Company to perform Geotechnical and Materials Engineering Services at 3%. BC Architects A1A, Inc. is in compliance with the CBE Participation Provisions.

Please note that SBD staff only reviewed and addressed compliance with the CBE-A/E program. The Professional Services Division of the 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.

C: Luisa Millan, OCI
Traci Adams-Parish, SBD
File

Dept. of Small Business Development
Project Worksheet

Project/Contract Title: PROFESSIONAL SERVICES FOR CRUISE TERMINALS D & E IMPROVEMENTS (SIC 871)

RC Date: 03/16/2011

Project/Contract No: A11-SEA-01

Funding Source: SEAPORT LOANS

Item No: 1 -03

Department: SEAPORT

Resubmittal Date(s):

Estimated Cost of Project/Bid: $1,320,000.00

Description of Project/Bid: To establish a PSA for a consultant to provide Professional Services for Cruise Terminals D and E improvements. The Consultant shall provide professional architectural/engineering and construction administration services (to include coordination with all regulatory agencies as appropriate) for modifications and improvements to optimize the use of the existing Cruise Terminals D & E. These Professional Services are required for multiple projects that will provide state of the art facilities to support Port Operations that are evolving as the industry advances.

Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	CBE	26.00%

Reasons for Recommendation

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

Seaport recommended a 23% CBE-A/E goal; SBD's recommendation is a 26% CBE-A/E goal based on identified scopes of work.

SIC 871 - Architectural and Engineering Services

Analysis for Recommendation of a Goal

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
GENERAL MECHANICAL ENGINEERING	CBE	$92,400.00	7.00%	32
GENERAL ELECTRICAL ENGINEERING	CBE	$92,400.00	7.00%	34
GEOTECHNICAL & MATERIALS ENGINEERING SERVICES	CBE	$39,600.00	3.00%	12
GENERAL CIVIL ENGINEERING	CBE	$92,400.00	7.00%	70
SURVEYING AND MAPPING-LAND SURVEYING	CBE	$26,400.00	2.00%	19
	Total	$343,200.00	26.00%	

Living Wages: YES [ ] NO [X]

Responsible Wages: YES [ ] NO [X]

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

REVIEW COMMITTE RECOMMENDATION

Tier 1 Set Aside _____

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

Trade Set Aside (MCC) _____ **Goal** 26% CBE **Bid Preference** _____

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

Chairperson, Review Committee — Date 3/16/11

County Manager / Designee — Date 3/16/11

DBDR0090 v. 20100112

CRUISE TERMINALS D AND E UPGRADES FOR NEW SERVICE **PROJECT # 644710**

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

LOCATION: Dante B. Fascell Port of Miami-Dade
Port of Miami
DISTRICT LOCATED: 5
ESTIMATED ANNUAL OPERATING IMPACT: Minimal
DISTRICT(s) SERVED: Countywide

REVENUE SCHEDULE:	PRIOR	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	FUTURE	TOTAL
FDOT Funds	490	945	0	0	0	0	0	0	1,435
Seaport Bonds/Loans	1,722	1,208	2,000	0	0	0	0	0	4,930
TOTAL REVENUE:	**2,212**	**2,153**	**2,000**	**0**	**0**	**0**	**0**	**0**	**6,365**

EXPENDITURE SCHEDULE:	PRIOR	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	FUTURE	TOTAL
Construction	2,212	2,153	2,000	0	0	0	0	0	6,365
TOTAL EXPENDITURES:	**2,212**	**2,153**	**2,000**	**0**	**0**	**0**	**0**	**0**	**6,365**

Port Facility Improvements

CARGO BULKHEAD REHABILITATION **PROJECT # 646300**

DESCRIPTION: Repair and improvements to Port Cargo area bulkheads

LOCATION: Miami-Dade Seaport
Port of Miami
DISTRICT LOCATED: 5
ESTIMATED ANNUAL OPERATING IMPACT: Minimal
DISTRICT(s) SERVED: Countywide

REVENUE SCHEDULE:	PRIOR	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	FUTURE	TOTAL
Seaport Bonds/Loans	0	5,000	10,000	5,000	0	0	0	0	20,000
TOTAL REVENUE:	**0**	**5,000**	**10,000**	**5,000**	**0**	**0**	**0**	**0**	**20,000**

EXPENDITURE SCHEDULE:	PRIOR	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	FUTURE	TOTAL
Construction	0	5,000	10,000	5,000	0	0	0	0	20,000
TOTAL EXPENDITURES:	**0**	**5,000**	**10,000**	**5,000**	**0**	**0**	**0**	**0**	**20,000**

CARGO GATEWAY SECURITY SYSTEMS **PROJECT # 644010**

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

LOCATION: Dante B. Fascell Port of Miami-Dade
Port of Miami
DISTRICT LOCATED: 5
ESTIMATED ANNUAL OPERATING IMPACT: $100
DISTRICT(s) SERVED: Countywide

REVENUE SCHEDULE:	PRIOR	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	FUTURE	TOTAL
FDOT Funds	0	0	1,393	0	0	0	0	0	1,393
Seaport Bonds/Loans	0	0	357	0	0	0	0	0	357
TOTAL REVENUE:	**0**	**0**	**1,750**	**0**	**0**	**0**	**0**	**0**	**1,750**

EXPENDITURE SCHEDULE:	PRIOR	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	FUTURE	TOTAL
Construction	0	0	1,750	0	0	0	0	0	1,750
TOTAL EXPENDITURES:	**0**	**0**	**1,750**	**0**	**0**	**0**	**0**	**0**	**1,750**

Department: Miami-Dade Seaport Department 6/15/2011 2:27:26 PM

BUDGET PROJECT 644710 - (As per 2010-2011 Approved Budget)

Project Title: 644710-CRUISE TERMINALS D AND E UPGRADES FOR NEW SERVICE

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

CDP Revenue:	Prior:	10-11:	11-12:	12-13:	13-14:	14-15:	15-16:	FUTURE:	Total:
FDOT Funds	490,000	945,000	0	0	0	0	0	0	1,435,000
Seaport Bonds/Loans	1,722,000	1,208,000	2,000,000	0	0	0	0	0	4,930,000

CIIS Site Funding Info

SITE Location/Desc:	Prior:	10-11:	11-12:	12-13:	13-14:	14-15:	15-16:	FUTURE:	Total:
75573 - 1265 & 1435 North Cruise Boulevard	0	0	0	0	0	0	0	0	0
Desc: Cruise Terminals D & E New Ceilings									
75574 - 1265 North Cruise Boulevard	0	0	0	0	0	0	0	0	0
Desc: Cruise Terminals D & E New Door Openings									
75746 - 1265 North Cruise Boulevard, Miami, FL 33132	0	0	0	0	0	0	0	0	0
Desc: Cruise Terminal E Passenger Boarding Bridge Power Outlets									
76134 - 1015 N AMERICA WY	0	2,699,000	6,691,000	5,310,000	0	0	0	0	14,700,000
Desc: Upgrade terminals to berth new class of ship in order to meet future growth demands									
76894 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Cruise Terminals D and E Improvements									
76905 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: A/E Services for MEP Projects									
76910 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Cruise Terminal D Paving, Drainage and Runways									
Total: Count 7	0	2,699,000	6,691,000	5,310,000	0	0	0	0	14,700,000

Recs:	05-06:	06-07:	07-08:	08-09:	09-10:	10-11:	11-12:	12-13:	13-14:	14-15:	15-16:	16-17:	17-18:	18-19:	Total:

CIIS Proposed RV:	6	0	0	0	1,703,000	513,536	2,186,333	3,461,667	0	0	0	0	0	0	0	7,864,536.00
CIIS Proposed MS:	9	0	0	0	2,044,106	580,115	2,186,333	3,461,667	0	0	0	0	0	0	0	8,272,221.34

CIIS Proposed Book Report

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

PROJECT REPORT 4

EXIT

Current Contracts for Project 644710

Dept	ContractNo	Contract Name	RTA / MCC Estimated Allocation	Award / MCC Award Allocation	CIIS Award
SP	7040: 2008-124A	Cruise Terminals D and E New Ceilings	$364,706.00	$0.00	$310,436.00
SP	7040: 2008-124B	Cruise Terminal E New Door Openings	$104,304.00	$0.00	$92,712.35
SP	7040: 2009-019-R	Cruise Terminal E Passenger Boarding Bridge Power Outlets	$9,240.00	$0.00	$9,072.00
SP	A11-SEA-01	Cruise Terminals D and E Improvements	$1,320,000.00	$0.00	$1,320,000.00
SP	A11-SEA-01	Cruise Terminals D and E Improvements	$0.00	$1,320,000.00	$1,320,000.00
		Total Allocated:	$1,798,250.00	$1,320,000.00	

Current Contracts for Sites of Project 644710

(Theses contracts are not necessarily funded from this project)

Dept	Site NO	ContractNo	Award Allocation
SP	#75573	2008-124A	$310,436.00
SP	#75574	2008-124B	$92,712.35
SP	#75746	2009-019-R	$9,072.00
SP	#76894	A11-SEA-01	$1,320,000.00
		Total Allocated:	$1,732,220.35

DELETE

Search for Site Number

Exit

Miami-Dade Seaport Department

Contract Capital Projects

CONTRACT NO: - A11-SEA-01

CURRENT CONTRACT CDP AWARD PROJECTS:

ACTION	CAPITAL BUDGET PROJECT / DESCRIPTION	A11-SEA-01 Estimate
None	CDP - 644710 - CRUISE TERMINALS D AND E UPGRADES FOR NEW SERVICE Capital Budget Book Page: 84	$1,320,000.00 Funding Year: Adopted Capital Budget Book for

ADDITIONAL CDP PROJECTS: (BY PROJECT DESC)

ACTION	CDP PROJECT / DESCRIPTION	A11-SEA-01 Estimate
None	Select CDP Project...	0

ADDITIONAL CDP PROJECTS: (BY PROJECT NUMBER)

ACTION	CDP PROJECT / DESCRIPTION	A11-SEA-01 Estimate
None	Select CDP Project...	0

Exit

Search for Budget Project Number

MIAMI DADE COUNTY

Department of Small Business Development

A&E Firm History Report

From: 06/15/2006 **To:** 06/15/2011

DEPARTMENT OF BUSINESS DEVELOPMENT

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

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
EDP-SP-06.061-G TERMINALS B & C RENOVATIONS - GANGWAYS	1	SP	NO MEASURE	06/13/2007	$187,274.00
					$187,274.00
EDP-SP-06.061-G-2 TERMINALS B & C RENOVATIONS - GANGWAYS PH2	1	SP	NO MEASURE	01/09/2008	$90,000.00
					$90,000.00
EDP-PR-SR-592500-02-002 MIAMI METROZOO ADA BARRIER REMOVAL	1	PR	NO MEASURE	10/15/2008	$30,000.00
					$30,000.00
* EDP-SP-06.61-G-3 TERMINALS B & C RENOVATIONS - GANGWAYS PH3	1	SP	NO MEASURE	11/17/2008	$92,658.00
					$92,658.00
E08-SEA-03 PORT OF MIAMI 2035 MASTER PLAN (SIC 871)	1	SP	GOAL CBE 15%	03/03/2009	$1,265,000.00
					$1,265,000.00

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

MIAMI DADE COUNTY
Department of Small Business Development
A&E Firm History Report
From: 06/15/2006 **To:** 06/15/2011

DEPARTMENT OF BUSINESS DEVELOPMENT

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

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
* EDP-SP-C-2008 136 04	1	SP	NO MEASURE	04/01/2009	$0.00
CT B AND C #9 EAST SUPPORT STRUCTURE					
					$0.00
E07-MDAD-03 ESP	1	AV	GOAL CBE 25%	04/20/2009	$5,000,000.00
MIA MOVER FIXED FACILITIES CONSTRUCTION SERVICES (SIC 871)					
					$5,000,000.00
A07-GSA-02	1	GS	GOAL CBE 23%	05/13/2009	$1,802,841.00
DESIGN SERVICES FOR THE RENOVATION OF THE JOSEPH CALEB CENTER (JCC), NEW COURTHOUSE ANNEX / ADDITIONS, AND NEW PARKING GARAGE (SIC 871)					
Change Order # 1	NOV-04-10				$698,631.00
					$2,501,472.00
* EDP-SP-S-2009.029	1	SP	NO MEASURE	08/04/2009	$61,000.00
RAIL INTERMODEL GRANT PREPARATION					
					$61,000.00
EDP-SP-S-2009-029-2	1	SP	NO MEASURE	08/04/2010	$60,000.00
RAIL INTERMODAL TIGER 2					
					$60,000.00

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

MIAMI DADE COUNTY

Department of Small Business Development

A&E Firm History Report

From: 06/15/2006 **To:** 06/15/2011

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

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
			Total Award Amount	$8,588,773.00	
			Total Change Orders Approved by BCC	$4,898,631.00	

8

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

Exit

Capital Improvements Information System

MCC Contractor Evaluations Report

Dept	Contract	Type	Contractor / Architect Name	Date	Rater	Period	Rate
GS	W70308/Z00051	PSA	Bermello, Ajamil & Partners, Inc.	10/6/2010	Alejandro Rodriguez	Interim	3.8
GS	W70308/Z00051	PSA	Bermello, Ajamil & Partners, Inc.	12/3/2010	Alejandro Rodriguez	Interim	4.0
SP	EDP-SP-06.061-G	EDP	Bermello, Ajamil & Partners, Inc.	2/11/2009	Jose Luis Posada	Completion of study or design	4.0
SP	EDP-SP-06.061-G-2	EDP	Bermello, Ajamil & Partners, Inc.	2/11/2009	Jose Luis Posada	Completion of study or design	4.0
PR	EDP-PR-SR-592500-02-002	EDP	Bermello, Ajamil & Partners, Inc.	3/24/2009	Fernando Marquez	Interim	2.5
SP	EDP-SP-06.61-G-3	EDP	Bermello, Ajamil & Partners, Inc.	6/15/2009	Leonor Ortega	Interim	2.6
SP	EDP-SP-C-2008 136 04	EDP	Bermello, Ajamil & Partners, Inc.	1/8/2010	Leonor Ortega	Completion of study or design	3.2
SP	EDP-SP-2008 136 04	EDP	Bermello, Ajamil & Partners, Inc.	1/8/2010	Leonor Ortega	Completion of study or design	3.3
SP	EDP-SP-S-2009.029	EDP	Bermello, Ajamil & Partners, Inc.	4/9/2010	Andrea Chao	Project conclusion or closeout	4.0

Evaluation Count: 9 Contractors: 1 Average Evaluation: 3.5

Exit

Find Contracts With Search String ==> Projects Goto Bottom

Exit

OFFICE OF CAPITAL IMPROVEMENTS
CAPITAL IMPROVEMENTS INFORMATION SYSTEM
Wednesday, June 15, 2011

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	3/29/2014	$1,150,000	5/27/2011	97% / On Schedule
6	AV	PSA	J104A	MIA Mover APM System Project Fixed Facilities Co	Bermello, Ajamil & Partners, I	N/A	$5,000,000	1/8/2008	0% / N/A
3	GS	PSA	W70308/Z00051	Design Services for the Renovation of the Joseph	Bermello, Ajamil & Partners, I	7/22/2013	$1,418,571	5/13/2010	0% / Not Started
0	PR	EDP	EDP-PR-SR-592500-02-002	MIAMI METROZOO ADA BARRIER REMOVAL	BERMELLO, AJAMIL & PARTNERS, INC.	N/A	$30,000	3/24/2009	0% / On Schedule
0	SP	EDP	EDP-SP-06.061-G	TERMINALS B & C RENOVATIONS - GANGWAYS	BERMELLO, AJAMIL & PARTNERS, INC.	N/A	$187,274		0% / On Schedule
0	SP	EDP	EDP-SP-06.061-G-2	TERMINALS B & C RENOVATIONS - GANGWAYS PH2	BERMELLO, AJAMIL & PARTNERS, INC.	N/A	$90,000		100% / Complete
0	SP	EDP	EDP-SP-06.61-G-3	TERMINALS B & C RENOVATIONS - GANGWAYS PH3	BERMELLO, AJAMIL & PARTNERS, INC.	N/A	$92,658		100% / Complete
0	SP	EDP	EDP-SP-2008 136 04	CT B AND C #9 EAST SUPPORT STRUCTURE	BERMELLO, AJAMIL & PARTNERS, INC.	N/A	$60,000		0% / N/A
0	SP	EDP	EDP-SP-C-2008 136 04	CT B AND C #9 EAST SUPPORT STRUCTURE	BERMELLO, AJAMIL & PARTNERS, INC.	N/A	$0		100% / Complete
0	SP	EDP	EDP-SP-S-2009-029-2	RAIL INTERMODAL TIGER 2	BERMELLO, AJAMIL & PARTNERS, INC.	N/A	$60,000		0% / On Schedule
0	SP	EDP	EDP-SP-S-2009.029	RAIL INTERMODEL GRANT PREPARATION	BERMELLO, AJAMIL & PARTNERS, INC.	N/A	$61,000		100% / Complete
					Totals:	14	$11,649,503		

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

Contracts Status View Exit Projects Goto Top

County Executive Office

MIAMI-DADE COUNTY

DATE: June 2, 2011

TO: Jennifer Glazer-Moon
Special Assistant/Director OSBM

FROM: George Navarrete 6/2/11
Assistant Director, Office of Capital Improvements

SUBJECT: **226570 - Negotiation Authorization Miami-Dade Seaport Cruise Terminal D & E Improvements - A11-SEA-01**

Action Requested:

- ☐ Response to CMO/Mayor Assignment Log No: _____
- ☐ Information only for the County Manager
- ☐ Other: _____

Recommendation:

☐ Assistant County Manager **Signature**

Edits/Comments	*Initials*	*Date*
Pursuant to County Code 2-10.04 the County Manager or the Manager's designee is authorized to execute this Negotiation Authorization Package.	GN	6/2/11
attached and closed	ERIKA.	6/6

Final Review:

☐ County Manager **Stamp** ☐ County Manager **Signature** ☐ Mayor **Signature**

_____ Date: _____
Tara Smith, Special Assistant to the County Manager

When ready, please call Hilda Cuglievan at Extension 2363 for pick up. Thank you.

OFFICE OF CAPITAL IMPROVEMENTS
Architectural & Engineering Unit Routing Slip

Date: June 2, 2011

Project No.: A11-SEA-01

Project Name: Cruise Terminals D & E Improvements

DESCRIPTION OF DOCUMENT

☐ Request to Initiate
☐ Request to Advertise
☐ Other: _____
☐ Memo
X Negotiation Authorization Package

Review Required:	Received	Forward	Initials
X Jennifer Glazer-Moon			
X George Navarrete			
X Nan Markowitz			
X Luisa M. Millan			
X A&E Coordinator Name: Amelia M. Córdova-Jiménez			

COMMENTS:

Log Date: _____

PLEASE RETURN EXECUTED DOCUMENT TO
Hilda D. Cuglievan @ Ext. 2363

A/E 12.23.10

Memorandum

MIAMI-DADE COUNTY

Date: June 2, 2011

To: Alina T. Hudak
County Manager

Thru: George Nayarrete
Director, OCI

From: Amelia M. Cordova-Jimenez, A&E Consultant Selection Coordinator
Chairperson, Competitive Selection Committee

Subject: NEGOTIATION AUTHORIZATION
Miami-Dade Seaport Department (SEAPORT)
Cruise Terminals D & E Improvements
OCI Project No. A11-SEA-01

The Competitive Selection Committee (CSC) has completed the evaluation of the proposals submitted in response to the above referenced project, following the guidelines published in the Notice to Professional Consultants (NTPC).

OCI Project No.: A11-SEA-01

Project Title: Cruise Terminals D & E Improvements

Scope of Services Summary: The scope of services includes cruise terminal architectural and engineering (A&E) planning, design and post design services for repairs, upgrades and new construction for Cruise Terminals D and E. These professional services are required for multiple projects that will provide state of the art facilities to support port operations that are evolving as the industry advances. The scope of services and any ancillary tasks to the primary scope of the services includes upgrades or new construction for all or some of the following: building envelope systems (including roofing); horizontal and vertical circulation; connecting passenger boarding bridges (PBB); landside and waterside site development; wharf and berthing improvements; wharf access; intermodal areas; ancillary roadways; parking facilities; provisioning facilities; comfort stations and increasing restroom level of services; canopies; wayfinding; life safety; American with Disabilities Act accessibility; operational and security enhancements including checkpoints; access control; furniture; fixtures; equipment; and all related infrastructure, building and structure work.

The consultant shall provide all the necessary investigations; surveys; site investigations; studies; architectural and engineering design including the analysis of 'sustainable systems' and Leadership in Energy and Environmental Design certification; fire protection; interior design; geotechnical engineering; civil engineering; structural engineering; mechanical, electrical and plumbing, telecommunications engineering; cost estimates; schedules; coordination with baggage carousels, PBB and Art in Public Places; construction documents; environmental and building permitting; commissioning; bidding assistance; site visits; inspections; construction administration; review of shop drawings, proposed substitutions, pay requests, change orders, and claims assistance; and any supportive ancillary tasks to the primary scope of services to successfully complete all phases of the project.

All work shall be conducted to meet or exceed professional standards, comply with Port of Miami Security requirements, the United States Customs and Border Protection Cruise Terminal Design Standards, and Miami-Dade County's Sustainable Building Program, Implementing Order No. 8-8.

Term of Contract: One Professional Services Agreement (PSA) will be awarded under this solicitation. The cost estimate of this agreement is $1,320,000.00. The PSA will have an effective term of four years.

Review Committee: The Review Committee recommended, at their March 16, 2011 meeting, that a 26% Community Business Enterprise (CBE) goal be applied to this solicitation.

Request to Advertise (RTA) Stamped by the Clerk of the Board (COB): April 6, 2011

Number of Proposals Received: Ten

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

CBE Compliance: All ten respondents were found in compliance with the CBE goal established for this solicitation.

First Tier Results: See attached First Tier Tabulation Sheet.

Second Tier Results: Not applicable. Based on the CSC's professional expertise, the information provided in the proposals was deemed sufficient to determine the qualifications of the teams. As a result of said determination and by a majority vote, the CSC decided to forego Second-Tier proceedings.

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

Elizabeth Ogden, Seaport
Juan Kuryla, Seaport
Ytiel López, GSA

Recommended Ranking Methodology: Miami-Dade County Code 2-10.4 (Code) has recently changed directly affecting the manner in which the ranking order of A&E firms is calculated under the First Tier evaluation process. In addition, the approval of Implementing Order (I.O.) 3-34 as well as mandates to comply with Local Preference pursuant to the aforementioned Code have also affected the manner in which these calculations are executed.

First Tier A&E selection processes comprising of local and non-local firms are subject to CSC evaluation via both an ordinal and qualitative system. The Code requires that A&E evaluation calculations be executed under an ordinal methodology. However, mandates to comply with Local Preference as denoted within the same section of the Code requires that Local Preference calculations be based on a qualitative methodology. The same section of the Code also states that the County Mayor or the County Mayor's designee shall be the only authorized entities to determine the final application of Local Preference to a final ranking.

The CSC's recommended First Tier qualitative (inclusive of Local Preference calculations), and ordinal ranking orders denoted below are submitted for your review and approval:

TOTAL QUALITATIVE RANKING
INCLUSIVE OF LOCAL PRFERENCE CALCULATIONS
RANKING OF RESPONDENTS
SELECTION FOR PSA NEGOTIATION
ONE AGREEMENT WITH A
26% CBE GOAL

Bermello, Ajamil & Partners, Inc.
Total Qualitative Points: 452
Qualitative Rank: 1st Place

The following teams will serve as the alternates:

BEA Architects, Inc.
Total Qualitative Points: 434
Qualitative Rank: 2nd Place

CH2M Hill, Inc.
Total Qualitative Points: 430
Qualitative Rank: 3rd Place

TOTAL ORDINAL SCORE
RANKING OF RESPONDENTS
SELECTION FOR PSA NEGOTIATION
ONE AGREEMENT WITH A
26% CBE GOAL

Bermello, Ajamil & Partners, Inc.
Total Ordinal Score: 6
Ordinal Rank: 1st Place

The following teams will serve as the alternates:

BEA Architects, Inc.
Total Ordinal Score: 9
Ordinal Rank: 2nd Place

AECOM Technical Services, Inc.
Total Ordinal Score: 15
Ordinal Rank: 3rd Place

While the top two ranked firms are the same in both the qualitative and ordinal ranking, there was a three-way ordinal score tie for third place. The three-way tie was between AECOM Technical Services, Inc., Wolfberg / Alvarez and Partners, Inc., and Indigo Service Corporation. OCI policy specifies that in

the event a tie exists in final ordinal scores, the tie is to be broken by using the firm's total qualitative point value. The firm with the highest total qualitative point value will receive the lowest ordinal rank. As a result, AECOM Technical Services, Inc. has an ordinal rank of three given that it earned a total of 409 qualitative points; Wolfberg /Alvarez and Partners, Inc. has an ordinal rank of 4 given that it earned a total of 393 qualitative points; and Indigo Service Corporation has an ordinal rank of 5 given that it earned a total of 389 qualitative points.

There is a change in ranking order for third place when considering the ordinal ranking system as opposed to the qualitative ranking system. The third ordinal ranked firm, AECOM Technical Services, Inc. has a fourth place qualitative point rank with 409 total qualitative points. The third qualitatively ranked firm, CH2M Hill, Inc., has a sixth place ordinal rank. See attached First Tier Tabulation Sheet.

This solicitation resulted in the two rankings denoted above; one ordinal and another qualitative. The ranking methodology which should be implemented in order to come to a final ranking determination is left to your discretion, per OCI's consultation with the County Attorney's Office. Nevertheless, OCI recommends that the qualitative ranking order be approved as opposed to the ordinal for the following reasons:

- The ranking order under the qualitative and ordinal system yielded the same results for first and second place. In our experience, very rarely are third ranked firms called upon for negotiations.
- The methodology utilized to obtain a qualitative rank is the only one which results in the application of Local Preference calculations as mandated by the Code.
- Nine out of the ten respondent firms were local.

OCI acknowledges that the ordinal system also has advantages. For example, only under the ordinal ranking system are the highest and lowest scores dropped per firm, pursuant to I.O. 3-34. The dropping of said scores serves as a safety net in order to protect the evaluation process from being unduly affected by potentially skewed scores. However, utilization of the ordinal ranking system makes the application of Local Preference impossible, as Local Preference calculations can only be applied to qualitative points and not to ordinal scores or ranks.

As a result, OCI strongly recommends approval of the CSC's recommended ranking order as denoted under the qualitative ranking system given the facts stated above.

Reporting to the Board of County Commissioners (BCC): Pursuant to the Cone of Silence Legislation included in the Conflict of Interest and Code of Ethics Ordinance, and Section 2-11.1 of the Miami-Dade County Code, the County Mayor or designee will report to the BCC any of the following instances:

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

If approved, the Negotiation Committee is to proceed with the contract negotiations pursuant to Section

6 of the above-mentioned Code, and submit the signed contract ready to be presented to the BCC for final approval no later than 60 days from the date of this memorandum.

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

Authorization to negotiate is approved utilizing the qualitative ranking denoted above.

6/6/11	
Approved Date	Declined Date
Jennifer Glazer-Moon, Assistant County Manager	Jennifer Glazer-Moon, Assistant County Manager

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

c: Clerk of the Board of County Commissioners
Ysela Llort, Assistant County Manager
George Navarrete, Director, OCI
Bill Johnson, Director, Seaport
Luisa Millan, Chief, Professional Services Division, OCI
Competitive Selection Committee

MIAMI-DADE COUNTY

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

LIST OF RESPONDENTS

OCI Project Name: Cruise Terminals D and E Improvements
OCI Project No.: A11-SEA-01
Measures: 26% CBE
Number of Agreements: 1
Contract Type: PROJECT SPECIFIC
Submittal Date: 04/28/2011

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

Subs Name	Trade Name	Subs FEIN No.
a. ARCHITECTS INTERNATIONAL, INC.		592032355
b. F.R. ALEMAN AND ASSOCIATES, INC.		592751524
c. ROBAYNA AND ASSOCIATES, INC.		592119073

Submittal No: 2
Prime Name: BERENBLUM BUSCH ARCHITECTURE, INC.
Trade Name:
Prime Local Preference: No
FEIN No.: 271738659

Subs Name	Trade Name	Subs FEIN No.
a. PMM CONSULTING ENGINEERS, CORP.		592826347
b. INITIAL ENGINEERS, P.A.		650705637
c. C.A.P. ENGINEERING, INC.		204590441
d. OLIN HYDROGRAPHIC SOLUTIONS INC		201024243
e. VERTICAL V-SOUTHEAST, INC.		271979486
f. PACO GROUP, INC.		113113623
g. THE SPINNAKER GROUP MANAGEMENT, INC.		[redacted] 900148145

MIAMI-DADE COUNTY

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

LIST OF RESPONDENTS

OCI Project No.: A11-SEA-01
Measures: 26% CBE
Number of Agreements: 1
Contract Type: PROJECT SPECIFIC
Submittal Date: 04/28/2011

Submittal No: 3
Prime Name: RVL ARCHITECTURE + DESIGN, P.A.
Trade Name: REVUELTA VEGA LEON, P.A.
Prime Local Preference: Yes
FEIN No.: 650562927

Subs Name	Trade Name	Subs FEIN No.
a. NIFAH AND PARTNERS CONSULTING ENGINEERS, INC.		650604266
b. KADERABEK COMPANY		820560149
c. J. BONFILL AND ASSOCIATES INC.		650133546
d. A.D.A. ENGINEERING, INC.		592064498
e. INITIAL ENGINEERS, P.A.		650705637
f. IBA CONSULTANTS, INC.		650637763

Submittal No: 4
Prime Name: PEREZ & PEREZ ARCHITECTS PLANNERS, INC.
Trade Name:
Prime Local Preference: Yes
FEIN No.: 592400309

Subs Name	Trade Name	Subs FEIN No.
a. RODOLFO IBARRA, P.E., P.A.		650738755
b. CES CONSULTANTS, INC.		650792884
c. SDM CONSULTING ENGINEERS, INC.		592346110
d. KIMLEY-HORN AND ASSOCIATES, INC.		560885615
e. SEQUIL SYSTEMS, INC.		611429151

Submittal No: 5
Prime Name: WOLFBERG/ALVAREZ AND PARTNERS, INC.
Trade Name:
Prime Local Preference: Yes
FEIN No.: 591713092

Subs Name	Trade Name	Subs FEIN No.
a. BLISS & NYITRAY INC		591203311
b. J. BONFILL AND ASSOCIATES INC.		650133546
c. NIFAH AND PARTNERS CONSULTING ENGINEERS, INC.		650604266
d. NUTTING ENGINEERS OF FLORIDA INC		591159182

MIAMI-DADE COUNTY

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

LIST OF RESPONDENTS

OCI Project No.: A11-SEA-01
Measures: 26% CBE
Number of Agreements: 1
Contract Type: PROJECT SPECIFIC
Submittal Date: 04/28/2011

Submittal No: 6
Prime Name: INDIGO SERVICE CORPORATION
Trade Name:
Prime Local Preference: Yes
FEIN No.: 650057379

Subs Name	Trade Name	Subs FEIN No.
a. ATKINS NORTH AMERICA, INC.	POST, BUCKLEY, SCHUH & JERNIGAN, INC. (PBS&J)	590896138
b. EASTERN ENGINEERING GROUP COMPANY		611492162
c. FRAGA ENGINEERS, LLC		043769385
d. KADERABEK COMPANY		820560149

Submittal No: 7
Prime Name: BERMELLO, AJAMIL & PARTNERS, INC.
Trade Name:
Prime Local Preference: Yes
FEIN No.: 591722486

Subs Name	Trade Name	Subs FEIN No.
a. HUFSEY-NICOLAIDES-GARCIA-SUAREZ ASSOCIATES, INC.		591100691
b. TRIANGLE ASSOCIATES, INC.		650671382
c. MANUEL G. VERA & ASSOCIATES, INC.		591741639
d. ROSS & BARUZZINI, INC.		430787438
e. GEOSOL, INC.		650997886

Submittal No: 8
Prime Name: AECOM TECHNICAL SERVICES, INC. F/K/A EARTH TECH, INC.
Trade Name:
Prime Local Preference: Yes
FEIN No.: 952661922

Subs Name	Trade Name	Subs FEIN No.
a. CES CONSULTANTS, INC.		650792884
b. EAC CONSULTING, INC.		650519739
c. KEITH & ASSOCIATES, INC.		650806421

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

LIST OF RESPONDENTS

OCI Project No.: A11-SEA-01
Measures: 26% CBE
Number of Agreements: 1
Contract Type: PROJECT SPECIFIC
Submittal Date: 04/28/2011

Submittal No: 9
Prime Name: BEA ARCHITECTS, INC.
Trade Name:
Prime Local Preference: Yes
FEIN No.: 651020158

Subs Name	Trade Name	Subs FEIN No.
a. JACOBS ENGINEERING GROUP, INC.		954081636
b. KIMLEY-HORN AND ASSOCIATES, INC.		560885615
c. TIERRA SOUTH FLORIDA, INC		200282450
d. BLISS & NYITRAY INC		591203311
e. INITIAL ENGINEERS, P.A.		650705637
f. BISCAYNE ENGINEERING COMPANY, INC.		590165220
g. ROSS ENGINEERING, INC.		450500482
h. LAURA M. PEREZ AND ASSOCIATES, INC.		650158718

Submittal No: 10
Prime Name: BC ARCHITECTS A1A, INC.
Trade Name:
Prime Local Preference: Yes
FEIN No.: 650300981

Subs Name	Trade Name	Subs FEIN No.
a. CONSULTING ENGINEERING & SCIENCE, INC.		592095013
b. TLC ENGINEERING FOR ARCHITECTURE, INC.		591228645
c. CHM STRUCTURAL ENGINEERS, LLC	CHM STRUCTURAL ENGINEERS, INC.	202038857
d. JM ENGINEERS, INC.		651047798
e. KADERABEK COMPANY		820560149
f. HADONNE CORP.		651089850

FIRST TIER MEETING
MAY 16, 2011
MIAMI-DADE SEAPORT DEPARTMENT
CRUISE TERMINALS D & E IMPROVEMENTS
OCI PROJECT NO. A11-SEA-01

TABULATION SHEET

	NAME OF FIRM(S)	COMPETITIVE SELECTION COMMITTEE: Elizabeth Ogden, Seaport	Juan Koryla, Seaport	Peter Smith, MDAD	Yilel Lopez, GSA	Marie Denis, CUA	SUB-TOTAL	Average	Low Disparity	High Disparity	Total Qualitative Points	Total Ordinal Scores	Total Ordinal Rank	Qual. Ranking w/ LP Application	FINAL RANK *pending determination by County Mayor or County Mayor's Designee
1	CH2M Hill, Inc. - LP														
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	41	45	45	50	44	225	45	30	60					
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	14	18	18	20	20	90	18	12	24					
	3A - Past Performance of the Firms (Max. 20 points)	16	18	18	19	15	86	17	12	23					
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	1	1	1	2	1	6	1	1	2					
	5A - Ability of team members to interface with the County (Max 5 points)	5	5	4	5	4	23	5	3	6	430	16	6	3	3
		77	87	86	96	84									
	Ordinal Scores	5	3	4	1	6									
		7	4	6	2	6									
	Tie-Breaker No. 1 / Criteria 1A	41	N/A	45/ TB1	225/ TB6	N/A									
2	Berenblum Busch Architecture, Inc. - NON LOCAL														
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	42	42	40	30	45	199	40	27	53					
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	16	16	12	10	18	72	14	10	19				5	
	3A - Past Performance of the Firms (Max. 20 points)	16	16	18	18	16	84	17	11	22				6	
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	5	5	5	5	5	25	5	3	7				7	
	5A - Ability of team members to interface with the County (Max 5 points)	5	5	5	5	4	24	5	3	6	404	18	7	8	8
		84	84	80	68	88									
	Ordinal Scores	4	5	5	4	5									
		6	6	7	6	5									
	Tie-Breaker No. 1, 2, 3, 4, 5, 6 / Criteria 1A, 2A, 3A, 4A, 5A, Total Qual. Points for Criteria 1A	16 /TB3	N/A	N/A	N/A	N/A									
3	RVL Architecture - Design P.A. - LP														
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	38	32	35	10	25	140	28	19	37					
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	10	13	12	1	10	46	9	6	12					
	3A - Past Performance of the Firms (Max. 20 points)	15	13	14	18	10	70	14	9	19					
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	3	2	3	3	3	14	3	2	4					
	5A - Ability of team members to interface with the County (Max 5 points)	5	5	5	5	4	24	5	3	6	294	30	10	10	10
		71	65	69	37	52									
	Ordinal Scores	7	8	8	8	10									
		10	10	10	10	10									
	Tie-Breaker No. 1, 2, 3, 4, 5, 6 / Criteria 1A, 2A, 3A, 4A, 5A, Total Qual. Points for Criteria 1A	N/A	140/ TB6	N/A	N/A	N/A									
4	Perez & Perez Architects Planners, Inc. - LP														
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	41	38	43	30	38	190	38	25	51					
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	14	16	15	15	12	72	14	10	19					
	3A - Past Performance of the Firms (Max. 20 points)	14	16	12	15	16	73	15	10	19					
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	1	1	1	2	1	6	1	1	2					
	5A - Ability of team members to interface with the County (Max 5 points)	5	5	4	5	5	24	5	3	6	365	24	9	9	9
		75	76	75	67	72									
	Ordinal Scores	6	6	7	5	8									

		9	7	9	7	8									
	Tie-Breaker No. 1, 2, 3, 4, 5, 6 / Criteria 1A, 2A, 3A, 4A, 5A, Total Qual. Points for Criteria 1A	N/A	N/A	N/A	N/A	N/A									
5	Wolfberg/Alvarez and Partners, Inc. - LP														
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	44	32	46	35	40	197	39	26	52					
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	16	13	17	15	15	76	15	10	20					
	3A - Past Performance of the Firms (Max. 20 points)	17	13	15	19	18	82	16	11	22					
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	3	2	4	3	3	15	3	2	4				7	
	5A - Ability of team members to interface with the County (Max 5 points)	5	5	4	5	4	23	5	3	6	393	15	4	6	6
		85	65	86	77	80									
	Ordinal Scores	3	8	4	2	7									
		3	9	5	3	7									
	Tie-Breaker No. 1, 2, 3, 4, 5, 6 / Criteria 1A, 2A, 3A, 4A, 5A, Total Qual. Points for Criteria 1A	N/A	197/ TB6	15/ TB3	19/ TB3	N/A									
6	Indigo Service Corporation - LP														
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	42	44	46	35	28	195	39	26	52					
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	16	16	17	10	10	69	14	9	18					
	3A - Past Performance of the Firms (Max. 20 points)	17	17	17	18	14	83	17	11	22					
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	4	4	4	4	4	20	4	3	5				8	
	5A - Ability of team members to interface with the County (Max 5 points)	5	5	4	5	3	22	4	3	6	389	15	5	7	7
		84	86	88	72	59									
	Ordinal Scores	4	4	2	3	9									
		5	5	2	5	9									
	Tie-Breaker No. 1, 2, 3, 4, 5, 6 / Criteria 1A, 2A, 3A, 4A, 5A, Total Qual. Points for Criteria 1A	17/ TB3	N/A	N/A	N/A	N/A									
7	Bermello, Ajamil & Partners, Inc. - LP														
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	45	47	46	50	47	235	47	31	63					
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	18	19	17	20	20	94	19	13	25					
	3A - Past Performance of the Firms (Max. 20 points)	18	19	17	19	18	91	18	12	24					
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	1	2	2	2	1	8	2	1	2					
	5A - Ability of team members to interface with the County (Max 5 points)	5	5	4	5	5	24	5	3	6	452	6	1	1	1
		87	92	86	96	91									
	Ordinal Scores	2	1	4	1	3									
		2	1	4	1	3									
	Tie-Breaker No. 1, 2, 3, 4, 5, 6 / Criteria 1A, 2A, 3A, 4A, 5A, Total Qual. Points for Criteria 1A	N/A	47/ TB1	17/ TB3	235/ TB6	N/A									
8	AECOM Technical Services, Inc. - LP														
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	40	45	48	25	47	205	41	27	55					
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	16	18	18	15	20	87	17	12	23					
	3A - Past Performance of the Firms (Max. 20 points)	15	19	17	18	18	87	17	12	23					
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	1	2	2	2	2	9	2	1	2					
	5A - Ability of team members to interface with the County (Max 5 points)	5	5	4	5	2	21	4	3	6	409	15	3	4	4
		77	89	89	65	89									
	Ordinal Scores	5	2	1	6	4									
		8	3	1	8	4									
	Tie-Breaker No. 1, 2, 3, 4, 5, 6 / Criteria 1A, 2A, 3A, 4A, 5A, Total Qual. Points for Criteria 1A	40/ TB1	N/A	N/A	N/A	N/A									
9	BEA Architects, Inc. - LP														
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	44	46	46	35	48	219	44	29	58					
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	16	19	16	15	20	86	17	12	23					
	3A - Past Performance of the Firms (Max. 20 points)	15	18	17	17	18	85	17	11	23					
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	4	4	4	5	4	21	4	3	6					
	5A - Ability of team members to interface with the County (Max 5 points)	5	5	4	5	4	23	5	3	6	434	9	2	2	2
		84	92	87	77	94									
	Ordinal Scores	4	1	3	2	1									

MIAMI-DADE COUNTY SEAPORT DEPARTMENT

NON-EXCLUSIVE PROFESSIONAL SERVICE AGREEMENT

CRUISE TERMINALS D AND E IMPROVEMENTS

PROJECT NO. A11-SEA-01

JUNE 2011

Mayor

BOARD OF COUNTY COMMISSIONERS

Joe A. Martinez, Chairperson

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

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

Harvey Ruvin, Clerk of Courts
Alina T. Hudak, 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

CRUISE TERMINALS D AND E IMPROVEMENTS

PROJECT NO. A11-SEA-01

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ATTACHMENTS

ATTACHMENT A - BERMELLO, AJAMIL & PARTNERS, INC.
PROPOSAL DATED JUNE 16, 2011
ATTACHMENT B - CBE PROVISIONS
ATTACHMENT C - SEAPORT SECURITY CREDENTIAL PACKAGE

NON-EXCLUSIVE PROFESSIONAL SERVICE AGREEMENT

THIS NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2011 by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and BERMELLO, AJAMIL & 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 Cruise Terminals D and E Improvements, Contract No. A11-SEA-01 / Project No. 2011-014, 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:

Professional architectural/engineering and construction administration services (to include coordination with all regulatory agencies as appropriate) are requested for modifications and improvements to optimize the use of existing Cruise Terminals D and E.

The scope of services includes cruise terminal architectural and engineering planning, design and post design services for repairs, upgrades and new construction for Cruise Terminals D and E. These professional services are required for multiple projects that will provide state of the art facilities to support port operations that are evolving as the industry advances. The scope of services and any supportive ancillary tasks to the primary scope of services includes upgrades or new construction for all or some of the following: building envelope systems (including roofing); horizontal and vertical circulation; connecting passenger boarding bridges (PBB); landside and waterside site development; wharf and berthing improvements; wharf access; intermodal areas; ancillary roadways; parking facilities; provisioning facilities; comfort stations and increasing restroom level of services; canopies; wayfinding; life safety; ADA accessibility; operational and security enhancements including checkpoints; access control; furniture; fixtures; equipment; and all related infrastructure, building and structure work.

The consultant shall provide all the necessary investigations; surveys; site investigations; studies; architectural and engineering designs including the analysis of 'sustainable systems' and possible LEED certification; fire protection; interior design; geotechnical engineering; civil engineering; structural engineering; mechanical, electrical and plumbing (MEP), telecommunications engineering; cost estimates; schedules; coordination with baggage carousels, PBB, and Art in Public Places; construction documents; environmental and building permitting; commissioning; bidding

assistance; site visits; inspections; construction administration; review of shop drawings, proposed substitutions, pay requests, change orders, and claims assistance; and any supportive ancillary tasks to the primary scope of services to successfully complete all phases of the project.

All work shall be conducted to meet or exceed professional standards, comply with Port of Miami Security requirements, the United States Customs and Border Protection Cruise Terminal Design Standards (USCBP CTDS), and Miami-Dade County's Sustainable Buildings Program, Implementing Order No. 8-8.

For a more detailed description of the scope of work, please refer to Attachment "A", BERMELLO, AJAMIL & PARTNERS, INC. proposal dated JUNE 16, 2011.

A. In connection with professional services to be rendered pursuant to this Agreement, the CONSULTANT further agrees to provide complete engineering services to: Maintain an adequate staff of qualified personnel on the project at all times to complete the scope in accordance with the terms specified in the applicable Work Order. The COUNTY has the right to approve and regulate the CONSULTANT's workforce and approve specific CONSULTANT employees. The COUNTY has the right to have any CONSULTANT employee removed from the work, if, in the COUNTY's sole judgment, such employee's conduct or performance is detrimental to the project. The CONSULTANT shall not replace any employee in the team initially proposed by the CONSULTANT without prior COUNTY approval. The CONSULTANT shall submit a list of employees intended to be engaged in the work under this Agreement, including their classification and salary rates, as reported to the Internal Revenue Service (I.R.S.), as Attachment "A" to this agreement and made a part hereof.

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

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

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

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

F. Confer with the COUNTY at any time during the further development and implementation of improvements for which the CONSULTANT has provided design or other services as to interpretation of plans and other documents, correction of errors and omissions and preparation of any necessary revisions thereof. The CONSULTANT shall not be compensated for the correction of CONSULTANT'S errors and omissions.

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

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

under SECTION X – OWNERSHIP OF DOCUMENTS hereof such data or information is the property of the COUNTY.

SECTION III – TIME FOR COMPLETION

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

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

SECTION IV– FORCE MAJEURE

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

No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations, but the obligation of the party or parties relying on such Force Majeure shall be suspended only during the continuance of any inability so caused and for no longer period of said

unexpected or uncontrollable event, and such cause shall, so far as possible, be remedied with all reasonable dispatch.

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

SECTION V – COMPENSATION

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

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

1. The fee for services rendered by the CONSULTANT's personnel, principals excluded, shall be computed based on the direct salary cost, as reported to the Internal Revenue Service, for the time of said personnel engaged directly in the work, times negotiated multipliers of **2.8** for Office Personnel. Office Personnel shall mean personnel that are located in the home offices of the CONSULTANT and or Sub-consultant(s). 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 **$140** 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 **$110** per hour for the time of principals engaged directly in the work. This rate shall not be subject to the negotiated multiplier and shall be applied to the time spent on requested work by the following principal(s).

Carlos Garcia, P.E.	**Oracio Riccobono, P.E.**
Enrique J. Suarez, P.E.	**Osiris Quintana, P.E.**
Luis Ajamil, P.E.	

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

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

4. Labor rates shall be in accordance with the list of employees and rates supplied by the CONSULTANT and its sub-consultants, and made a part hereof as Attachment "A" and consistent with prevailing local wage rates paid for similar work to similar employees classifications and subject to approval by the Director prior to starting work. 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 and its sub-consultants shall not invoice the COUNTY for charges for office, rent or overhead expenses of any kind, including but not limited to, insurance, local telephone (including cellular service) and utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, computer software/hardware, reproduction of drawings and/or specifications, mailing, stenographic, clerical, nor shall it invoice for other employee time or travel and substance not directly related to the work. The multiple factor set forth above shall cover all such costs pertinent to the work.

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

B. Lump sum Fee

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

C. Reimbursable Expenses

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

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

2. Expenses for travel (except commuting), transportation and subsistence by CONSULTANT's personnel in the furtherance of the work outside Miami-Dade County will be reimbursed according to the provisions of Florida Statutes Section 112.061 and Miami-Dade County Administrative Order 6-1, as presently written or hereafter amended. The CONSULTANT shall obtain prior authorization from the Director or his/her designee, for all travel expenses. Failure to obtain such prior authorization shall be grounds for nonpayment of travel expenses. To be compensated for travel within Miami-Dade County, the CONSULTANT shall maintain accurate mileage records, in ink, and submit them with their invoices.

D. Maximum Compensation

The maximum compensation for the services included shall be in the not to exceed amount of **$1,200,000.00** so long as the performance of additional services, as outlined in Section VI hereof, is not necessary and authorized by the Director. It is understood that any unspent portion of the contract ceiling is to remain with the COUNTY.

E. Compensation for Other Services

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

1. Land and Engineering Field Survey (If applicable)

In the event supplementary field survey work is required during design of the project and such work is authorized by the Director, the CONSULTANT shall be compensated for performance of said work in accordance with the provisions of Section V(A) hereof. The surveying rates shall not exceed the negotiated rates under the latest Miami-Dade County Public Works contract.

F. COUNTY Discretion to Negotiate

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

SECTION VI – ADDITIONAL SERVICES (ALLOWANCE ACCOUNT)

In the event that a contingency necessitates the performance of additional services by the CONSULTANT after the **$1,200,000.00** 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 **$120,000.00**. It is understood that any unspent portion of the allowance account is to remain with the COUNTY.

SECTION VII – METHODS OF PAYMENT

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

Pursuant to Administrative Order (A.O.) 3-32 Community Business Enterprise (CBE-A&E) Program and/or A.O. 3-39 for the Resolution Repealing County Administrative Orders 3-33, 3-14 and 3-28 and establishing Administrative Order 3-39 Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders and Reporting, the CONSULTANT is required to file utilization reports with the Miami-Dade County contracting department monthly, unless designated otherwise. URs are required to accompany every invoice. The UR should indicate the amount of contract monies received and paid to the CONSULTANT, including payments to Sub-consultant(s) (if applicable). The UR format is attached hereto in Attachment "B". Invoices shall not be considered valid without said form.

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

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

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

B. Lump Sum Fee

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

SECTION VIII – SCHEDULE OF WORK

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

SECTION IX – RIGHT OF DECISIONS AND DISPUTE RESOLUTION

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Director who shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof.

In the event the CONSULTANT and COUNTY are unable to resolve their differences concerning any determination made by staff or any dispute or claim arising under or relating to the Contract, either the CONSULTANT or COUNTY may initiate a dispute in accordance with the

procedure set forth in this Section. Exhaustion of these procedures shall be a precondition to any lawsuit permitted hereunder.

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

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

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

SECTION X – OWNERSHIP OF DOCUMENTS

All notes, correspondence, documents, designs, drawings, cost estimates, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for Services performed or produced in the performance of this Agreement, whether in paper or other hard copy medium or in electronic medium, except with respect to copyrighted standard details and designs owned by the CONSULTANT or owned by a third party

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

SECTION XI – REUSE OF DOCUMENTS

The CONSULTANT may reuse data where appropriate from other sections of the work included in this Agreement provided irrelevant material is deleted. The COUNTY shall not be re-invoiced for such reused data. The Director shall not accept any reused data containing an excess of irrelevant material, which has no connection with the applicable portion of the work. The COUNTY shall not re-use design documents on other projects not contemplated under this Agreement. Any such re-use shall be at the COUNTY's sole risk without legal liability to the CONSULTANT.

SECTION XII – NOTICES

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

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

SECTION XIII – ABANDONMENT

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

SECTION XIV – AUDIT RIGHTS

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

SECTION XV – SUBCONTRACTING AND ASSIGNMENT

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

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

In addition, and as applicable, the CONSULTANT agrees to comply with the Miami-Dade COUNTY Ordinance 01-103 and Administrative Order 3-32 regarding the Community Business Enterprise (CBE) program. The COUNTY has established a participation goal of **26%** 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:

GEOSOL, INC.

HUFSEY- NICOLAIDES-GARCIA-SUAREZ ASSOCIATES, INC.

MANUEL G. VERA & ASSOCIATES, INC.

ROSS & BARUZZINI, INC.

TRIANGLE ASSOCIATES, INC.

In no case the maximum rate of compensation including multiples of direct salary for services rendered by the Sub-consultant(s) personnel, principals excluded, shall exceed the rate stipulated in Section V of this agreement.

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

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

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

SECTION XVI - CERTIFICATION

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

SECTION XVII – TERMINATION OF AGREEMENT

It is expressly understood and agreed that the Director may terminate this Agreement, in total or in part, without cause or penalty, by thirty (30) days prior written notification in writing from the Director or by declining to issue Work Orders, as provided in Section VIII; in which event the COUNTY's sole obligation to the CONSULTANT shall be payment, in accordance with Section V – Compensation, for those units or sections of work previously authorized. Such payment shall be

determined on the basis of the hours or percentage of work performed by the CONSULTANT, found acceptable to the COUNTY, up to the time of termination. In the event partial payment has been made for professional services not performed, the CONSULTANT shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. Upon such termination, the COUNTY may, without penalty or other obligation to the CONSULTANT, elect to employ other persons to perform the same or similar services.

SECTION XVIII – DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of **four (4)** years effective term after its date of execution and upon issuance of Notice to Proceed to its first work order. Actual completion of the services hereunder may extend beyond such term or until depletion of the funds allocated to pay for the cost of said services, whichever occurs first, unless the contract is terminated by mutual consent of the parties hereto or as provided in Section XIII, Section XVI, Section XVII, Section XIX, Section XXIII, and Section XXV hereof. The performance of specifically and properly authorized services which may extend beyond the Agreement's effective term shall be compensated in accordance to Section V hereof.

This Contract contains a Contingency Allowance time extension not to exceed ten percent (10 %) of the original Contract Duration. Pursuant to a written request by the Contractor for a time extension for reasons exhibited in the last paragraph in this Section 11, that affects the critical path schedule of the Contract or any previously approved changes; written documentation that supports the justification of a time extension, review and concurrence by the department A/E, a Contract Contingency Allowance Expenditure Authorization will be created for execution by all parties. Once executed the time extension will adjust the scheduled completion date. The cumulative total of all Contingency Allowance time extensions shall not exceed ten percent (10 %) of the original Contract Duration rounded off to the next whole number.

SECTION XIX – DEFAULT

In the event the CONSULTANT fails to materially comply with the provisions of this Agreement, the Director may declare the CONSULTANT in default by thirty (30) days prior written notification. In such event, the CONSULTANT shall only be compensated for any professional services completed as of the date written notice of default is served.. In the event partial payment has been made for such professional services not completed, the CONSULTANT shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. The CONSULTANT shall not be compensated for professional services, which have been performed but not completed by the time the Director declares a default. In the event the COUNTY prevails in litigation to enforce the provisions of the Agreement, the COUNTY shall be compensated by the CONSULTANT for reasonable attorney's fees and court costs.

SECTION XX – INDEMNIFICATION AND INSURANCE

The Consultant shall indemnify and hold harmless the County and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Consultant and other persons employed or utilized by the consultant in the performance of this Agreement, in accordance with Section 725.08 of the Florida Statutes.

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

The Consultant agrees and recognizes that the Owner shall not be held liable or responsible for any claims, which may result from any negligent reckless, or intentionally wrongful actions, errors or

omissions of the consultant in which the Owner participated either through review or concurrence of the Consultant's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Consultant , the Owner in no way assumes or shares any responsibility or liability of the Consultant or Sub-consultants, the registered professionals (architects and/or Consultant s) under this agreement.

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

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

A. Workmen's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.

B. Commercial General Liability Insurance in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage.

D. Professional Liability Insurance in an amount not less than $1,000,000.

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

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

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

or

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

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

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

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

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

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

SECTION XXII – APPLICABLE LAWS

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

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

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

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

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

(1) A source of income statement;

(2) A current certified financial statement;

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

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

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

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

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

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

however, LEED certification will not be required.

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

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

1. The purposes of allocating accelerated depreciation benefits pursuant to Section 179D of the Internal Revenue Code of 1986, as amended (the "Code").
2. If County and the Internal Revenue Service (IRS) determine that the Consultant is eligible and shall receive accelerated depreciation benefits as a "Designer" for the purposes of Section 179D of the Code or that the Consultant shall otherwise benefit financially from the monetization of the accelerated depreciation benefit, the Consultant herby agrees to discount its contract price or provide a cash rebate to County (the determination of rebate versus discount to be determined by County in its sole discretion) in an amount equal to the total financial benefit realized by the consultant; at the time the financial benefit to the Consultant becomes ascertainable.
3. County reserves the right to retain a third party consultant (the "Third Part Consultant") –to manage and administer the process of obtaining and monetizing

the accelerated depreciation benefit derived from the Project and to designate the Third Party Consultant as the "Designer" of the energy efficient improvements for the purposes of Section 179D of the Code.

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

SECTION XXIII – OFFICE OF MIAMI-DADE COUNTY INSPECTOR GENERAL

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

The Miami-Dade Office of Inspector General is authorized to investigate County affairs and empowered to review past, present and proposed County and Public Health Trust programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law.

The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the (Contractor/ Vendor/ Consultant), its officers, agents and employees, lobbyists, County and Public Health Trust staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

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

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

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

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

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

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

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

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

compliance with Contract Specifications; project costs; and investigating and preventing corruption and fraud.

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

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

SECTION XXIV – AFFIRMATIVE ACTION

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

SECTION XXV – PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS

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

SECTION XXVI - SANCTIONS FOR CONTRACTUAL VIOLATIONS

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

SECTION XXVII – BUSINESS APPLICATION AND FORMS

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

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

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

SECTION XXVIII – ERRORS AND OMISSIONS

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

A. Errors

It is specifically agreed that any construction changes categorized by the COUNTY as an error in the bid documents that were prepared by the CONSULTANT will constitute an additional cost to the COUNTY that would not have been incurred

without the error. The damages to the COUNTY for errors shall be calculated as one hundred percent (100%) of the total cost of the change.

B. Omissions

It is further specifically agreed for purposes of this agreement that any construction changes categorized by the COUNTY as an omission in the bid documents that were prepared by the CONSULTANT will constitute an additional cost to the COUNTY that would not have been incurred without the omission. The damages to the COUNTY for omissions shall be calculated as one hundred percent (100%) of the total direct cost of the change, not including betterment.

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

To obtain recovery for errors and/or omissions covered in paragraphs A and B above, the COUNTY shall deduct from funds due the CONSULTANT in this or any other contract the CONSULTANT may or will have with the COUNTY up to the amount of the CONSULTANT'S insurance deductible. Should the damages incurred by the COUNTY exceed the CONSULTANT'S insurance deductible, the COUNTY shall look to the CONSULTANT and the CONSULTANT'S insurer for the remaining amount of additional damages incurred by the COUNTY. In executing this agreement, the CONSULTANT and his insurer specifically agree to the reasonableness of these damage calculations and to the COUNTY'S right to recover same as stated above. The recovery of additional costs to the COUNTY under this Section shall not preclude or limit in any way the CONSULTANT'S indemnification obligations to the COUNTY pursuant to Section XX of this

Agreement, or preclude or limit in any way recovery for other separate and/or additional damages that the COUNTY may otherwise incur."

SECTION XXIX – ENTIRETY OF AGREEMENT

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

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

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

IN WITNESS WHEREOF the parties hereto have executed these presents this _____ day of _____, 2011.

ATTEST:

HARVEY RUVIN, CLERK OF THE BOARD

By: _____

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

By: _____
County Manager

ATTEST _____

By: _____
Corporate Secretary

BERMELLO, AJAMIL & PARTNERS, INC.

By: _____
Vice President

(Corporate Seal)

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

ATTACHMENT "A"

BERMELLO, AJAMIL & PARTNERS, INC.

PROPOSAL DATED

JUNE 16, 2011

Bermello Ajamil & Partners, Inc.

Architecture
Engineering
Planning
Interior Design
Landscape Architecture

June 13, 2011
Revised - June 15, 2011
Revised - June 16, 2011

Via E-Mail & Hand Delivered

Ms. Amelia M. Cordova-Jimenez
A&E Consultant Selection Coordinator
Office of Capital Improvements
111 N.W. 1st Street – Suite 2130
Miami, Florida 33128-1909

Re: Architectural and Engineering
Fee Proposal for Professional Services
Cruise Terminals 'D' & 'E' Improvements
Project No. A11-SEA-01
Port of Miami, Miami-Dade County

Dear Ms. Cordova-Jimenez:

Pursuant to our latest coordination and discussions this morning, it is with great pleasure and appreciation that Bermello, Ajamil & Partners, Inc. presents for your final review and approval, the requested understanding of the Project Description, which is hereby included in the following breakdown:

- The Consulting Team Members with their assigned disciplines.
- The Scope of Work, as described to date.
- The Scope of Services that would be assigned to B&A and the balance of the Design Team working on this Project.
- The Anticipated and Projected Service Schedule.
- The Architectural and Engineering Fee Proposal for Professional Services.

Consulting Team Members:

Bermello, Ajamil & Partners, Inc.
- Architectural Design, Documentation and Construction Administration.
- Interior Design, Documentation and Construction Administration.
- Civil Engineering Design, Documentation and Construction Administration.
- Prime and Lead Consultant providing Overall Project Management.

Triangle Associates, Inc.
- Structural Engineering Design, Documentation and Construction Administration.
- See attached Specific Scope of Services.

Hufsey, Nicholadis, Garcia & Suarez, Engineers

- Mechanical Engineering Design, Documentation and Construction Administration.
- Electrical Engineering Design, Documentation and Construction Administration.
- Plumbing Engineering Design, Documentation and Construction Administration.
- Fire Protection Engineering Design, Documentation and Construction Administration.
- Fire Alarm, Telecommunications and Data Design, Documentation and Construction Administration.
- See attached Specific Scope of Services, for additional information.

Ross and Baruzzini, Inc.

- Security Engineering Design, Documentation and Construction Administration.
- Low voltage systems, such as Public Address and CCTV Engineering Design, Documentation and Construction Administration.
- See attached Specific Scope of Services, for additional information.

Geosol, Inc.

- Geotechnical Investigations, Report and Foundation Recommendations.
- See attached Specific Scope of Services, for additional information.

M. G. Vera & Associates, Inc

- Land and Topographic Surveying and Documentation.
- See attached Specific Scope of Services, for additional information.

Description of improvements

The POM / Miami-Dade County have provided a number of important documents for the introduction, the evaluation and the understanding of the Project. B&A has relied on the documents and design concepts presented as the basis for our proposal. Specifically the project includes:

1. The Conceptual Design from the Port, for the Proposed Modifications and Expansion to Terminal 'D'., illustrating a very comprehensive layout, that although not final, it represents the Scope of Work for the Build-out of the existing opened shelled space at the East-end of Terminal 'D', described as a single story space with approximately 7,000 square feet, a New Expansion / Addition along the East-side / Ground Floor, with approximately 4,000 square feet and a New Second Floor Connecting Corridor, with approximately 2,000 square feet along the North-East corner of the Terminal. See attached Conceptual Drawings for further illustrations.

2. A New Entry Bus Canopy directly South of the Existing Shelled Space to recreate a Secondary Entrance or Focal Access Point, as part of the Intermodal Area Connection to the Miami Airport.

3. Two New Buildings (Dog Houses) to be used for the Baggage X-ray Processing Function during the Passenger Embarkation Process in the Terminals and located at the East & West ends of the Overall Site, similar in size and construction, and described as a one story, non-air-conditioned spaces with balance of MEP requirements and with approximately 500 square feet, able to house the functions required for two separate X-ray Machines and associated assistance tables.

4. A New Passenger Boarding Bridge will be coming to Terminal 'D' and therefore new point of contact and connection within the existing Glass Curtain Wall, needs to be created. The POM will provide the proposed & final location and the Consulting Team will coordinate the required improvements to accommodate the New PBB.

5. The Scope of Work anticipated to date for Terminal 'E', has been limited to the same 2nd Floor Area of Terminal 'E', where the existing Office Space will be removed and additional Seating Space will be created. In this area, all systems such as, lighting, a/c grills, ductwork and sprinkler heads, security, data, telephone, etc. are to be adjusted to match the new Architectural ceiling.

6. Other minor ancillary items required to complete the Project in conformance with the requirements of the POM and the Miami-Dade Building Department.

7. The designated VIP Spaces, presently on the Second Floor of Terminals 'D' and 'E' will required some minor interior remodeling, which has been identify, as simple relocation of partitions and access doors.

8. The coordination with Miami-Dade County for the Art in Public Places, excluding all required revisions to Design and Documentation already underway.

9. The project DOES NOT include the design, purchase or installation of the gangways, baggage conveyors or furnishings.

We have also reviewed the following supporting documentation provided to us:

10. The As-Built Drawings of the Terminal 'D', which it is understood that the Design and Documentation was a repeated effort for Terminal 'E'.

11. A Utility Study labeled "Cruise Terminal 'D' Build-Out Study", which was prepared by URS and dated May 2011, and it concentrates on the existing Chilled Water System and the Normal & Emergency Power Systems and their capacities with respect to the Proposed Build-out and the Expansion to Terminal 'D'.

Scope of Services

It is understood that in order to complete this project, as soon as possible, the Port of Miami / Miami-Dade County, shall secure the services of Bermello, Ajamil & Partners, Inc. as the Lead Consulting Firm to furnish design, bidding and construction administration services inclusive of: site investigations, site analysis and designs, preparation of Construction Documents, development of probable construction cost estimates, development of project timetables/schedules and to secure permitting approvals (dry-run approvals) prior to also assisting the POM with bidding, award of construction contract and construction administrative services.

The Architectural and Engineering Services will be undertaken in various phases is for now based on the design provided by the Port and described above and includes the following:

- **LEED Charrette Meeting:** The LEED Consulting Team members shall attend a one day LEED Charette, immediately after the NTP is issued, with the purpose of providing an intensive session where building stakeholders and building experts address particular design or project issues. The Team will generate possible design solutions and strategies for greening a building as quickly as possible. As a gathering of all key stakeholders in the LEED certification process, it facilitates agreement on project goals. By soliciting ideas, issues, and concerns early in the project process, it saves time and money and gives an early sense of collective enthusiasm with realistic goals and directions.

  The most fundamental goal of the LEED Charrette is to establish a project implementation plan for the certification effort – a plan which aims to show what needs to be accomplished, how it can be accomplished, who participates and their roles and responsibilities, and when the work will occur, with a proposed schedule for completion.

  The goals established for this session are:

- To inform and educate Charrette participants about the energy and environmental implications of design and construction to identify realistic, cost effective and sustainable measures that could be designed and implemented at the proposed building site.
- To clarify the interrelated approach of holistic design by using the LEED rating system to help define a high performance building.
- To identify economically viable strategies to implement in the new building and in doing so, attain a LEED rating.
- To establish champions for high performance building strategies and LEED credits.
- To document the Charrette as a training tool and information source.
- To ascertain which additional funding sources are available to offset capital expenditures that might increase energy and environmental construction costs.
- To develop a technical assistance strategy to advance the project through the LEED process.

- **Initial Project Meeting:** The Consulting Team shall attend an Initial Project Meeting (project kick-off meeting) for the purpose of, but not limited to: reviewing the project goals and objectives, establishing project protocol, obtaining necessary documents, visiting the project site, data gathering including photographs and field measurements, affirming project timelines, milestones and project deliverables. The Consulting Team shall be responsible for preparing the agenda and recording and submitting the minutes of meetings and site visits, etc, held in conjunction with the Initial Project Meeting.

- **Field Observations and Investigation:** The Consulting Team shall perform a detailed visual on-site non-destructive review of the interior conditions of the existing Open Shelled Area to be Built-out and the adjacent East Proposed Site Area, to coordinate all the Civil Engineering Items that need to be relocated. If additional site visits during the Design Phase are required, the POM will accommodate and schedule them as needed. The initial on-site review shall take place in conjunction with the Initial Project Meeting.

- **Review of Existing Documents:** The Consulting Team shall review all available documentation related to the project, which shall include but not be limited to: the terminal design drawings and technical specifications, CAD drawings, etc. The POM has provided the Consulting Team with one (1) electronic copy of all applicable CAD

(AutoCAD 2007) drawings. The Consulting Team shall verify that the information provided is sufficient to perform the A/E services requested and if not, provide a list to the POM of additional information needed.

- **Geotechnical Investigations, Report and Foundation Recommendations:** As previously outlined, the Consulting Team includes the required assistance of a Geotechnical Engineering Company that shall provide the required documentation for the Project Site, as interpreted from the Conceptual Design provided by the POM.

- **Land and Topographic Surveying:** As previously outlined, the Consulting Team includes the required assistance of a Land and Topographic Surveying Company, that shall provide the required documentation for the Legal Surveying of areas affected by the improvements and expansion to the East and South of Terminal 'E', including the existing Underground Utilities, as interpreted from the Conceptual Design provided by the POM.

- **Civil Engineering:** As previously outlined, the Consulting Team includes the required assistance within the Bermello, Ajamil & Partners, Inc. Civil Certification to provide the required Civil Engineering Design, Documentation and Construction Administration for the Project, as interpreted from the Conceptual Design and direction provided by the POM, including:

    - Relocation of existing water, sewer, & storm drainage facilities, including modifications to existing WASD agreements and SFWMD/DERM drainage permits.
    - Modifications to site to accommodate bus parking at new entrance, relocate staff entrance structure, and provide vehicular and pedestrian access to two "dog houses" with ancillary street and median redesign, including grading, paving, drainage, and pavement markings.
    - Periodic site visits in order to certify to permitting agencies, if appropriate, that construction was in substantial compliance with permitted plans and specifications.

- **Preparation of Construction Documents:** The Consulting Team shall prepare Construction Documents in sufficient detail for the purpose of bidding, permitting and construction. The Construction Documents shall be prepared to go out for Public Bidding as one Complete Package, but split into four separate packages for its submittal for Construction Permits. The Construction Documents shall be completed in detail and to the highest standards of the industry. The Construction Documents shall consist of but not limited to: a cover sheet and index of drawings, a site plan and project location plan, Architectural and Engineering drawings, technical specifications, special conditions details, electrical computations, probable construction cost estimates and project timetables.

  The Construction Documents shall be developed and submitted for review at five (5) levels of completion comprising of a 15 Percent for conformance to Conceptual Design provided by the POM, 30 Percent, 60 Percent, 90 Percent (ready for permitting) and 100% Completion Stages.

The Consulting Team shall allow 7 calendar days for the POM to review and to provide written comments pertaining to the 15, 30, 60, and 90 percent submittals. The Consulting Team shall respond to the review comments in writing within 7 calendar days thereafter.

Deliverables: The Design Team shall furnish the POM with the following project milestone submittals:

- **15 Percent Complete Stage:** Five (5) sets of the 15 percent progress drawings, order of magnitude probable construction cost estimates, and project timetables, which shall verify and solidify the Initial Conceptual Design provided by the POM at this time. In addition to the above, the Design Team shall submit one (1) electronic copy of all PDF Drawing files.
- **30 Percent Complete Stage:** Five (5) sets of the 30 percent progress drawings, technical specifications, and probable construction cost estimates, and project timetables. In addition to the above, the Design Team shall submit one (1) electronic copy of all PDF Drawing files.
- **60 Percent Complete Stage:** Five (5) sets of the 60 percent progress drawings, technical specifications, and probable construction cost estimates, and project timetables. In addition to the above, the Design Team shall submit one (1) electronic copy of all PDF Drawing files.
- **90 Percent Complete Stage:** Five (5) sets of the 90 percent complete Contract Documents including drawings, technical specifications, and special conditions, probable construction cost estimates, and project timetables. One (1) set of electrical computations. Also include one (1) copy of all correspondence and minutes of meetings held with the Miami-Dade Building Department and any other meetings held outside the POM attended by the Design Team. In addition to the above, the Design Team shall submit one (1) electronic copy of all PDF Drawing files.
- **Final (100 percent) Complete Stage:** Fifteen (15) sets of the Final Bid Set Contract Documents issued for bidding including drawings, technical specifications, special conditions, probable construction cost estimates, and project timetables. Three (3) copies of all sets of deliverable documents shall be signed and sealed by the responsible Architect and/or Professional Engineers of record including Electrical computations. The probable construction cost estimates and project timelines shall be signed by the Design Team project manager and estimator responsible for the offered estimates. In addition to the above, the Design Team shall submit one (1) electronic copy of all CAD Drawing files on AutoCAD (Version 2007) and one electronic copy of the Technical Specifications on MS Word.

- **Preparation of Probable Construction Costs and Project Timetable:** At the following levels of submission (30, 60, 90 and 100), the Consulting Team shall submit a probable construction cost estimate together with a project timetable. The construction cost estimates shall comprise of detailed material quantity take-offs, material unit prices as well as, allowances for contractor's general conditions, overhead and profit. The project timetable shall include time for the preparation of contract documents, permitting (dry-run process to be coordinated by the POM and the Building Department), bidding, award and finally construction. The POM shall furnish guidance with regard to bidding and award timelines.

- **Progress Review Meetings:** The Consulting Team shall attend one (1) progress review meeting at each design milestones inclusive of the 15, 30, 60, 90 and 100 percent design submittals. The Consulting Team shall be responsible for developing meeting agendas and for recording the minutes of the meetings. The progress review meetings shall be held at the POM and should be scheduled for not more than two (2) hours duration. Minutes of the meeting shall be submitted within 2 calendar days thereafter.

- **Bidding Phase Assistance Services:**

  - The Consulting Team shall assist the POM during the bidding phase of the project by attending the one (1) pre-bid meeting to be held at the POM.
  - The Consulting Team shall assist the POM with the technical aspects of the meeting including a field visit to the project site. The Consulting Team's project manager and project architect shall attend the meeting. The pre-bid meeting and site visit shall be assumed to be no more than 3 hours duration.
  - The Consulting Team shall assist the POM with the development of clarifications / addenda's to the Construction Documents, as needed for the purposes of bidding. The Consulting Team shall furnish the clarifications, if any within 24 hours of the request for information. The POM / Miami-Dade County will issue the final Responses as Addendums to the Documentation during the Bidding Process.
  - The Consulting Team shall review the bids received for "balance and reasonableness" and compare the bids to the probable construction cost estimate developed by the Consulting Team. After this review, the Consulting Team shall provide a recommendation to award based on the analysis performed by the Consultant.

- **Construction Administration Assistance Services:**

  The Consulting Team shall provide post award services in the form of construction administration assistance review services to the POM to include the following services:

  - Review and respond in writing to contractors' request for information (RFI's) as related to the Construction Documents. Provide responses within 48 hours of the request.
  - Attend the Site weekly Progress Meetings, for proper coordination of Construction.
  - Issue Field Advisories/Directives as needed and as directed by the POM to clarify the work described on the Contract Documents. Provide responses within 48 hours of the request.
  - Review and respond to Contractors' Shop Drawings, as related to the Design and the Construction Documents. Provide responses within 4 days of the submittal.
  - Create and issue a Punch List to the General Contractor for their final fix and implementation
  - Attend one (1) Final Completion field review, complete and sign a standard Final Completion Form, and provide review of As-built CAD files, provided by the Contractor.

- **Interior Design:**

  Interior design services for the remodeling of 7,000 SF and new addition of 4,000 SF of terminal 'D' and minor remodeling of Terminal 'E'. B&A understands that the Project will be developed in a consistent aesthetic with the existing Terminals 'D' and 'E' and we will prepare the design solutions and finish selections to coordinate with existing operating Terminals 'D' and 'E'.

  - We will follow the POM's program requirements for the remodeling of existing shell and new addition.
  - Develop color schemes that include all materials, finishes and colors for the remodeling shell and new addition.
  - Develop lighting scheme to coordinate with existing terminal.
  - Design and detail any millwork involved in scope of work.
  - Signage package is to match existing at operating terminal.
  - Include artwork to match existing at operating terminal.
  - We will indicate nominal location of furniture (to be specified and purchased by others) in accordance to ADA and circulation pattern.
  - In addition, our drawings will show telephone/data/electrical outlet locations according to requirements and in coordination with furniture/millwork layout.

- **Not Included**

  - Neither the LEED Certification Procedures, nor Registration Fees with the USGBC, which also includes the proper documentation and construction administration of LEED Implementation for the Project.
  - The POM / Miami-Dade County will prepare and provide the required and final Front-End Documentation for the Final Project Manual Specifications.
  - The Required Threshold Inspection by the Miami-Dade County Building Department.
  - Final As-Built Documentation shall be provided by the General Contractor assigned to the Project, but it will be reviewed by the Consulting Team before it is submitted to the POM, as part of the Final Close-out Documentation.
  - Permitting expediting or fees.
  - Final printing for the use of the selected General Contractor.
  - As-built surveys.

Schedule

Although we have not concluded the coordination and our working schedule the Consulting Team understands that the Established Completion Date for the Final Construction Phase of the Project is November 12, 2012 and in order to meet this aggressive schedule, we must continue to provide the outmost due-diligence in order to deliver. However, the Consulting Team is completely committed to join forces with the POM Design Services Department once again in order to meet Miami-Dade County's expectations for this Project. We will work with you directly to establish and meet the key milestones, deliverable dates and schedules during the next few days for everyone's understanding, sign-off and approvals, which will be included in a final agreement if necessary.

The Project Schedule can be summarized as follows:

- Pre-Negotiation Site Visit ..... June 8, 2011 (Last Wed.)
- Fee / Contract Negotiations ..... June 15 & 16, 2011 (Today)
- Board Review and Approvals ..... July 12, 2011 (1 Month)
- Notice to Proceed ..... August 12, 2011 (1 Month)
- Completion of 100% Design and Documentation ... November 12, 2011 (3 Months)
- Permitting Process ..... January 12, 2012 (2 Months)
- Bidding Process ..... February 15, 2012 (1 Month)
- Award of Construction Contract ..... April 12, 2012 (2 Months)
- 100% Completion of Construction ..... November 12, 2012 (7 Months)

Architectural and Engineering Service Fees

Our proposed compensation for the above services is a Total Architectural and Engineering Service Fee of $836,131.00.

These fees are based on the Conceptual Designs provided to the Consulting Team by the POM. If such designs change during the planning phase, the parties will be entitled to modify the fees. The Consulting Team will accept a Lump Sum Type of Agreement, and we are hereby also including our Work Budget Breakdown for these Architectural and Engineering Services for your further review and final approval.

The Consulting Team is very excited to have the opportunity to work with you and the POM once again on this important Project. If you have any question concerning this Fee Proposal, please do not hesitate to call me directly at the office any time.

Warmest and personal regards,

Saul G. Suarez, R.A.
Partner / Project Manager

TRIANGLE
associates, inc.
Consulting Engineers
Civil
Structural
Environmental
Software Development
Construction Management
Building Inspections

June 13, 2011

POM Terminal D&E Expansion – Structural Consulting Services - Narrative

Scope of Work

Provide Structural Plans, Calculations and Construction Administration Services, (according to the breakdown for Tasks 1 to 7 of the Spreadsheet Cost) for the POM Terminal D&E Expansion.

A) Plans
New Building (Addition)
Foundation
Ground Floor
Second Floor/Walkway
Roof /Loads
Elevation/Loads/Reactions
Sections
Details
Canopy
Foundation
Roof /Loads
Sections/Details
Bagagge Screening Buildings (Dog House)
Foundation
Roof /Loads
Sections/Details
B) Miscellaneous Structural (Existing Building)
C) Construction Administration

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Notes:

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Consulting Engineers
Civil
Structural
Environmental
Software Development
Construction Management
Building Inspections

June 15, 2011

POM Terminal D&E Expansion – Structural Consulting Services - Narrative

Scope of Work

Provide Structural Plans, Calculations and Construction Administration Services, (according to the breakdown for Tasks 1 to 7 of the Spreadsheet Cost) for the POM Terminal D&E Expansion.

Notes:

1) Threshold Inspections are not included with the Construction Administration Fees as a requirement of FLA. STATUTES 553.71 (7) definition of Threshold Building..
"THRESHOLD BUILDING": Means any building which is greater than three stories or 50 feet in height, or which has an assembly occupancy classification as defined in the Florida Building Code which exceeds 5,000 square feet in area and an occupant content of greater than 500 persons.
2) The type of structure that will be proposed will match as much as possible the existing structures (canopy, existing CBS building, column spacing)
3) The Miscellaneous Structural effort for the Existing Building and Construction Administration Phase (Response to RFIs, Threshold Inspection (not part of the current scope), Shop Drawing Review, etc) fees are allowances to be determined as a function of the work load.
4) Concrete testing and other structural tests are not included in the scope of work, except for their analysis of the results and recommendations.

7880 West 25th. Court
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Tel. 305.817.8443
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info@triangleassociates.cc
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HNGS ENGINEERS
HUFSEY NICOLAIDES GARCIA SUAREZ
ASSOCIATES, INC. CONSULTING ENGINEERS
4800 S.W. 74th Court
Miami, Florida 33155-4448
Phone (305) 270-9935 Fax (305) 665-5891
www.hngsengineers.com

June 15, 2011

Mr. Saul Suarez, R.A.
Partner/Project Manager
Bermello Ajamil & Partners
2601 South Bayshore Drive
Suite 1000
Miami, Florida 33133

Re: A11-SEA-01 CRUISE TERMINAL D & E IMPROVEMENTS

Dear Saul:

Following find our understanding of the scope of work as it relates to M, E, P and FP disciplines.

I. PROJECT SCOPE of WORK

As defined in POM Project No. 2010-030 handout.

- New Passenger Boarding Bridges Electrical Connections.
- 2nd floor interior construction with additional seating, enhanced horizontal circulation infrastructure for Facial Recognition Photo Area, infrastructure for A pass kiosks and 1st floor relocation of security equipment to process and screen passengers.
- Baggage Conveyor Upgrades.
- 3 additional x-ray and magnetometer stations.
- Intermodal with canopy for 3 buses.
- 3rd floor PBB door.
- Public restrooms before the security screening.
- New ticket counters and kiosks' infrastructure.
- 2 separate areas for Embark luggage.
- New inter-modal and inter-modal canopies for buses, crew entrance and pedestrians.
- Sidewalk, site and paving improvements.

II. HNGS SCOPE of WORK

- M, E, P and FP design for all items listed above and further clarified below.
- Existing shell area and new addition will be served with new roof top package unit as anticipated in the existing design and further clarified in the POM Built Out Study.
- Remodeled areas in the 2nd floor terminal areas will have the same existing HVAC and electrical systems (lighting and power) adjusted for new layouts.
- HNGS will attend one VE session during design development submission.

- HNGS assumes that the existing normal and emergency electrical service is adequate as indicated in the POM Built Out study furnished to B&A/HNGS.
- HNGS assumes that Civil Engineer will be responsible for the relocation and extension of existing services in the proposed extension area.
- Design electrical connections outside the existing electrical vault for the future connection of electrical service for the office trailers. Include new electrical meter box, and photometric study of the site, in the event that additional lighting to the site is required.
- One LEED meeting, if additional involvement is required, HNGS will prepare additional service fee proposal.
- Telecommunication and Data design based on Manufacturer's criteria.
- Fire alarm design to tie to existing system.

ITEMS NOT IN HNGS SCOPE

- Low voltage systems (excluding other than telecommunication, data and Fire alarm) including CCTV, security, paging, WI-FI. These services to be provided by special consultant R & B.
- Printing and courier services.
- Cost estimating. HNGS will assist cost estimator only but will not perform any take-off.
- Weekly meetings during construction.

III. FEE

- Design thru CA Phase **$94,000.00**

If you have any questions or will like to discuss our fee, please don't hesitate to contact us.

Sincerely,

Hufsey-Nicolaides-Garcia-Suarez Associates, Inc.

Carlos Garcia, P.E.
Principal

ACCEPTANCE: The above fees, terms, conditions and specifications are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Name and Title Date

Ross&Baruzzini

June 15, 2011

Mr. Saul Suarez
Partner / Project Manager
Bermello Ajamil & Partners, Inc.
2601 South Bayshore Drive 10th Floor
Miami, Florida 33133

Re: PROPOSAL (REVISED) FOR LOW VOLTAGE SPECIAL SYSTEMS AND SECURITY DESIGN FOR THE PORT OF MIAMI TERMINALS D & E IMPROVEMENTS

Dear Mr. Suarez:

Ross Baruzzini, Inc. (R&B) is pleased to present our proposal for services and fees for detailed design and C.A. Services of voice and data and security systems for the Terminals D & E Cruise Terminal Improvements project at the Port of Miami.

PROJECT UNDERSTANDING

We understand that the scope of services for the project includes design services, bidding assistance and post design services (Construction Administration) for security systems, Access Control System and Public Address System required to implement multiple new upgrades and operational enhancements related to the improvements projects of Terminal D&E.

Design services are anticipated to include, but are not limited to, determining existing conditions, performing site investigation, surveying, planning, programming, designing and coordination with the Port of Miami authorities for the preparation of complete construction documents including drawings and contract specifications for the required work necessary to provide permitted approved construction documents for the improvements projects of Terminal D&E at the Port of Miami.

SCOPE OF WORK

We understand our scope of Work includes all design activities necessary to provide, Security zones, CCTV, Public Address and Security Access Control Systems to support the Cruise Terminals D & E Improvement Project at the Port of Miami (Project Number 2010-030). The scope includes preparation of construction specifications for ensuring needed connectivity for the continued operation of the specified systems in this proposal for the terminals. The work will be undertaken in a manner that conforms to the architectural design and coordinated with the other disciplines such as plumbing, fire, mechanical, civil and structural, etc.

Post design services are anticipated to include, but are not limited to: bid assistance, review of bid, package, respond to information requests, amend bid package as required, review comments, site visits, inspections and attendance to meetings as requested, review shop drawings, review proposed substitutions, and review change orders, review contract scheduled, review schedule of values, review

pay applications and percentage of construction completion, prepare and / or review of as-built drawings and review claims.

SYSTEMS
Public Address System (PAS)
Access Control System (ACS)
Security Requirements for VIP areas as outlined in the June 8th meeting/site walk-thru
CCTV System:

- Connectivity to a Data Center for video storage or local.- The RCC room was indicated in the June 8th site walk-thru for reference if connectivity is required to that location (Ref- R&B Q/A #14 below)

DELIVERABLES:

Task	Description	Systems Specialist	NOTES
Task 1	**Project Start**		
Task 1.1	Initial Project Meeting		
Task 1.2	Field Observation and Investigation	8	
Task 1.3	Review of Existing Documents	8	
Task 1.4	Preparation of Project Schedule		
Task 2	**Preliminary Design Phase**		
Task 2.1	Preliminary Design Documents	24	
Task 2.2	Meeting with POM Staff	4	1 Meeting
Task 3	**Construction Documents Phase**		
Task 2.1	30% Construction Documents	40	
Task 2.2	60% Construction Documents	60	No Reissuance of 30%
Task 2.3	90% Construction Documents	60	No Reissuance of 60%
Task 2.4	100% Construction Documents	40	No Reissuance of 90%
Task 2.5	Construction Cost Estimates (Each Submittal)	8	
Task 2.6	Meetings with POM Staff	4	
Task 2.7	Value Engineering		
Task 4	**Bidding/Permitting Phase**		
Task 4.1	Pre-Bid Meeting and Site Visit	4	Minimum effort

Task 4.2	Assistance with Clarifications/Addendas	6	Addendas within scope
Task 4.3	Bid Review and Recommendation	8	Technical Review
Task 4.4	Respond to Comments		
Task 4.5	Meeting to Resolve Comments		
Task 5	**Construction Administration Phase**		
Task 5.1	Respond to Contractor RFIs	12	
Task 5.2	Issue Field Advisories/Directives	4	
Task 5.3	Shop Drawing Review	30	Complete submittals / No backchecks
Task 5.4	Periodic Site Visits	8	4 Visits
Task 5.5	Weekly Owner's Meeting	16	6 Meetings
Task 5.6	Punch-list	8	Substantial completion
Task 5.7	As-Built Documentation	8	Review Contractor's As-built
Task 6	**LEED**		
Task 6.1	LEED Services During Design		
Task 6.2	LEED Services During Construction		
Task 6.3	LEED Commissioning		
Task 7	**Terminal Simulation**		
Task 7.1	Preparation of Terminal Passenger Simulation		
	Total Hours:	360	

ASSUMPTIONS

1. The terminal improvements MUST be implemented and completed by **November, 2012** to accommodate the arrival of Carnival's new Genesis class ship "The Breeze".
2. As-builts have been provided; shop drawings will be made available at PSA award
3. Each design deliverable will have 3 in-house reviews
4. This proposal does not include modifications to the CBP passenger processing facilities
5. Existing communications room are of ample size, (i.e., the main one in the 1st floor adjacent to CBP)
6. The network LAN has enough capacity per the POM study
7. Fire Alarm System (FAS), Building Management System (SCS), Structured Cabling System (SCS) and Telephone to be done by others

8. Connectivity to LINEL, the POM's Security Access Control Systems (SACS) and NICE Systems for CCTV and VMS
   Electrical design will be provided by HNGS
   a. R&B to provide HNGS power requirement s as they relate to the design of the CCTV system and all other Low Voltage active equipment
   Basis of Design:
   b. Work scope and the URS utility study that were distributed at the June 8th meeting. Additionally at this meeting and site visit POM staff further elaborated on the scope and project objectives (Ref-POM responses to R&B Q/A 's #5)
   Requirements for VIP areas
   c. As outlined in the June 8th meeting/site walk-thru. (Ref- R&B Q/A #13 below)
9. All architectural background drawings will be provided in AutoCad format to Ross & Baruzzini.
10. Bermello Ajamil, the design Architect and project coordinator will coordinate the requirements of the ("front-end") specifications.

FEES

Ross & Baruzzini proposes to offer the aforementioned services for a lump sum amount of **$50,400 (USD)** with an additional option of **$5,000 (USD)** for Data Local Area Network (LAN).

The attached POM Terminal D & E spreadsheet Matrix delineates the fee distribution schedule and labor hours. Indirect costs are included in the above fees.

SCHEDULE

1. Schematic design: **30 days**
2. Design development to 65% : 30 **days**
3. Final design: 30 **days**

Total number of days to complete all three design phases: **90 working days**. A detailed schedule defined with tasks will be coordinated and agreed upon with the design Coordinator, Bermello Ajamil & Partners.

ADDITIONAL SERVICES

The following services are not included in the scope of work provided by Ross & Baruzzini for the project unless otherwise stated:

1. Changes to previously approved documents initiated by the owner
2. Additional electronic and Information Technology Systems as may be requested by Owner not listed in the scope of work
3. Bid reviews or bid negotiations

4. Assistance in preparation of construction contracts
5. Any work not defined in the aforementioned scope of services

If this proposal is deemed acceptable, we understand that a sub consulting agreement will be executed between Ross & Baruzzini and Bermello Ajamil & Partners to contract for the professional services.

We appreciate this opportunity to present this proposal for professional services for the Port of Miami Terminal D & E Improvements Project and we look forward to the successful completion of this project.

Sincerely,
Ross & Baruzzini, Inc.

Frank J. Varona
Director – Critical Infrastructure

Ihab A. Osman
Senior Vice President, CTO
Advanced Engineering Systems

Cc: B. Bezos
A. Parets
C. Toder
L. Blumenkamp
D. Smith

June 13, 2011

Bermello Ajamil & Partners, Inc.
2601 South Bayshore Drive, 10th Floor
Miami, Florida 33133

Attention: Mr. Saul G. Suarez, R.A. - Partner / Project Manager

Re: Technical and Fee Proposal for Geotechnical Services
Miami-Dade Seaport Department: Cruise Terminals D and E Improvements
Port of Miami (POM); Miami-Dade County, Florida
OCI Project No.: A11-SEA-01 - GEOSOL Proposal No.: P-211167

Dear Mr. Suarez:

GEOSOL, Inc. (GEOSOL) is pleased to submit the cost estimate and description of scope of services for the above-referenced project. This proposal was prepared based on our understanding of the scope of services as well as our meeting held on June 8, 2011. The scope of services of the project covers tasks associated with renovations and expansion on the landside and waterside of the terminal to enhance operations of the cruise terminals, expand operational space, upgrade access control, enhance and modify vehicular flow (both land and waterside), enhance passenger flow/processing through upgraded security screening and checkpoints while compiling with all port security requirements and their impact on facility design. These may include a build out of an existing shelled space located on the east side of Cruise Terminal D, a new addition connecting to the second floor and increasing bus parking areas.

Based on our meeting, the geotechnical scope of service is limited to the performance of field exploration and laboratory testing programs for a new addition (4,000 square feet) to an adjacent one-story, 7,000 square-foot building shell. The new addition will be required for an additional passenger processing area. We understand that the existing building is supported by auger-cast piles. Based on our understanding of the scope of services, we will provide the following services:

- Coordinate with Miami-Dade Seaport Department (MDSD) for restricted area access.
- Coordinate for with MDSD and Sunshine State One Call of Florida for underground utility clearance.
- Perform a total of five (5) Standard Penetration Test (SPT) borings (ASTM D-1586) to depths of 80 feet below existing grades for use in foundation design for the proposed building addition. Four (4) SPT borings will be performed at the building corners and one (1) SPT boring will be performed at the building center.
- Perform visual classification of the soil/rock samples and perform limited laboratory classification testing.
- Evaluate the results of the SPT borings.
- Provide foundation design recommendations such as recommended foundation, bearing capacity and settlement predictions, etc.
- Provide construction considerations such as load test program, installation criteria, tolerances, etc.

As the conclusion of our study, we will submit geotechnical reports signed and sealed by a Professional Engineer registered in the State of Florida. Based on the anticipated geotechnical scope of services, we estimate that we can submit a geotechnical report approximately four (4)to five (5) weeks after receiving Notice to Proceed (NTP) for our services (includes coordination with MDSD for site access, test layout, utility clearance, field exploration, laboratory testing and report preparation). We have attached a detailed fee proposal for your review.

GEOSOL appreciates the opportunity to be part of this project and looks forward to a successful team effort on this and future projects. If you have any questions, please do not hesitate to call our office.

Sincerely,
GEOSOL, INC.

Oracio Riccobono, P.E.
Senior Geotechnical Engineer / President

Reinaldo Villa, P.E.
Project Geotechnical Engineer

Attachment – Fee Proposal

cc: Addressee (1) – Via email; File (1)

GEOSOL, Inc.
5795-A NW 151st Street
Miami Lakes, FL 33014
Phone (305) 828-4367; Fax (305) 828-4235
E-mail: geosolusa@bellsouth.net

ATTACHEMENT

FEE PROPOSALS

FEE PROPOSAL GEOTECHNICAL SERVICES
CRUISE TERMINALS D & E IMPROVEMENTS
PORT OF MIAMI, MIAMI-DADE COUNTY, FLORIDA
OCI PROJECT No. A11-SEA-01
PROPOSAL NO. P-211167 (5 BORINGS - on LAND to Depth = 80 ft.)

CONTRACT E09-PW-02 ITEM #	*I. FIELD INVESTIGATION*	UNITS	#	UNIT RATE	TOTAL
	Mobilization, Demobilization for Borings on Land				
1A	Mobilization of Truck Mounted Drill Rig - 1 Per 100 ft of Boring (Total Footage = 400 ft.)	each	4.0	$350.0	$1,400.0
23B	Staff Engineer (Coordination with Port of Miami and Access Permits)	hour	20.0	$85.0	$1,700.0
				Sub Total	**$3,100.00**
	Site Reconnaissanee, Utility Clearance, Boring Layout & Subsurface Exploration Coordinatior				
23G	Engineering Technician (Boring Layout, Site Reconnaissance, Meetings with Utility Companies & Coordination)	hour	16.0	$63.0	$1,008.0
				Sub Total	**$1,008.00**
	Landside Borings				
	Borings Standard Penetration per ASTM D-1586				
	5 SPT Borings to 80 feet				
1B	Penetration Depth 0 to 50 Feet Deep	feet	250.0	$20.0	$5,000.0
1B	Penetration Depth 51 to 75 Feet Deep	feet	125.0	$24.0	$3,000.0
1B	Penetration Depth 76 to 100 Feet Deep	feet	25.0	$28.0	$700.0
1J	Closing Holes with Grout (3-inch diameter)	feet	400.0	$8.0	$3,200.0
NA	Subsurface Utility Excavation -Soft Dig Prior to Performance of Soil Boring to Avoid Impact to Existing Utilities	each	0.0	$550.0	$0.0
				Sub Total	**$11,900.00**
	1. SUBTOTAL TOTAL FIELD INVESTIGATION				**$16,008.00**
SC NOTE 8	**1.25 Premium for Special Access/Restricted Access/ or Special Requirements Iuvolving Security for Aviation, Seaport and MDT Facilities (Per General Notes & Special Conditions - Note # 8)**			**Sub Total**	**$20,010.00**
	2. LABORATORY PROGRAM				
	Laboratory Program				
5K	Soil Classification per ASTM D-3282 and D-2487	test	5.0	$96.0	$480.0
5I	Grain Size Analysis (Full Gradation)	each	2.0	$64.0	$128.0
5O	Material Finer than 200 Sieve per ASTM C-117	each	4.0	$45.0	$180.0
5G	Moisture Content Test	each	6.0	$38.0	$228.0
5H	Organic Content	each	2.0	$50.0	$100.0
5U	Resistivity Testing	each	1.0	$144.0	$144.0
				Sub Total	**$1,260.00**
	2. TOTAL LABORATORY PROGRAM			**$1,260.0**	
	3. ENGINEERING AND TECHNICAL SERVICES				
	Engineering and Technical Services - Augercast Pile Evaluations & Recommendations, Pile Construction Considerations, Specifications Review & Report Preparatior				
23E	Principal Engineer	hour	6.0	$140.0	$840.0
23D	Senior Engineer	hour	14.0	$135.0	$1,890.0
23C	Professional Engineer	hour	22.0	$115.0	$2,530.0
23B	Staff Engineer	hour	8.0	$85.0	$680.0
23A	C.A.D. Operator	hour	6.0	$70.0	$420.0
23F	Clerical/Administrative	hour	4.0	$45.0	$180.0
				Sub Total	**$6,540.00**
	3. ENGINEERING AND TECHNICAL SERVICES			**$6,540.00**	
	TOTAL GEOTECHNICAL FEES FOR THE PROJECT			**$27,810.00**	

Assumptions & Notes:
1. Rates are in general agreement with Miami-Dade County Rates Contract E09-PW-02.

June 10, 2011

Bermello Ajamil & Partners, Inc.
2601 South Bayshore Drive
10th Floor
Miami Fl., 33133

Project: Cruise Terminal D & E Improvements
A11 - SEA - 01

Dear Mr. Saul G. Suarez,

MGV appreciates the opportunity to perform our surveying services on this project. Below is our scope of services for the Design Survey of the above referenced project. In addition to the specific scope items, all survey work will adhere to Miami – Dade County survey Guidelines and in accordance with the STATE OF FLORIDA MINIMUM TECHNICAL STANDARDS, Chapter 427.027 Florida Statutes and Rule 5J-17 Florida Administrative Code. The proposed Design Survey Scope of work includes the following Design Survey Services:

Project Limits:

Cruise Terminal D; see attached PDF for survey limits.

Design Survey Scope of Services:

27.01 & 27.02 Horizontal and Vertical Control

Primary control points will be set and established. Horizontal Control will be established on the Florida State Plane Coordinate System, East Zone, and North American Datum (NAD) of 1983 / 1990 Adjustment. Vertical Control will be established on NGVD 1929. Includes analysis and processing of all field-collected data.

Note: A minimum of 2 control points will be set and shown on the Cadd file.

27.06 Topographic Survey

Topographic Survey will be performed from the face of building of Terminal D, to the center median (see attached PDF file). All above ground features and improvements will be located including: a detail of the front of the building of Cruise Terminal D, existing lighting, pavement markings, trees, pedestrian ramps, driveways, visible above ground utilities, sodded and paved areas, pedestrian ramps, drainage structures (including rim/gutter elevations), etc.

27.08 Cross Sections

Cross sections will be performed at 50-ft. intervals and locate the edge of pavement, edge of travel lanes, curb and gutter, sidewalk, etc.

27.12 Drainage Survey

MGV will conduct structure verification as directed by project manager. The survey will identify the type of structure, rim elevation, pipe invert elevation, pipe materials, direction, size and condition.

Note: In case were structure is full of water and or sediment, MGV will visit said structures a maximum of 2 visits; if structures is still un-accessible, said structure will be noted as such in survey.

Notes:
If additional tasks are required beyond the aforementioned items, MGV will provide an additional fee estimate.

Cost and Man-hour breakdown

Please refer to Survey Man-Hour spreadsheet for our man-hour breakdown and to the Fee sheet attached here-to.

We look forward to providing our services and please contact me if you have any questions or require additional information.

Sincerely,
Manuel G. Vera & Associates, Inc.

Manuel G. Vera Jr. PSM

Project Activity 27: Survey
M.G. Vera Assoc., Inc.

FINAL 11/06/07

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.01	Horizontal PC									
	2-Lane Roadway	Mile	1.00	0.50	0.50	1.00	0.50	4.00	2.00	Primary control points will be set and established. Horizontal Control will be established on the Florida State Plane Coordinate System, East Zone, and North American Datum (NAD) of 1983 / 1990 Adjustment.
	Multi-lane Roadway	Mile			0.00		0.00		0.00	
	Interstate	Mile			0.00		0.00		0.00	
27.02	Vertical PC / Bench Line									
	2-Lane Roadway	Mile	1.00	0.50	0.50	1.00	0.50	4.00	2.00	Primary control points will be set and established. Vertical Control will be established on NGVD 1929. Includes analysis and processing of all field-collected data
	Multi-lane Roadway	Mile			0.00		0.00		0.00	
	Interstate	Mile			0.00		0.00		0.00	
27.03	Alignment and Existing R/W Lines									N/A
		Mile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27.04	Aerial Targets			Units/Day						
	2-Lane Roadway	EA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	N/A
	Multi-lane Roadway	EA			0.00		0.00		0.00	
	Interstate	EA			0.00		0.00		0.00	
27.05	Reference Points	"A"		Units/Day						
	2-Lane Roadway	EA		0.00	0.00	0.00	0.00	0.00	0.00	N/A
	Multi-lane Roadway	EA			0.00		0.00		0.00	
	Interstate	EA			0.00		0.00		0.00	
	Reference Points	"B"		Units/Day						
	Non Alignment Points/Approximate	EA			0.00		0.00		0.00	
27.06	Topography/DTM (3D)									Topographic Survey will be performed from the face of building of Terminal D. All above ground features and improvements will be located including.
		Mile	1.00	2.00	2.00	1.00	2.00	6.00	12.00	
27.07	Planimetric (2D)									N/A
		Mile			0.00		0.00		0.00	
27.08	Roadway Cross-Sections/Profiles									Cross sections will be performed at 50-ft. intervals and locate the edge of pavement, edge of travel lanes, curb and gutter, sidewalk, etc.
		Mile	1.00	1.00	1.00	1.00	1.00	4.00	4.00	
27.09	Side Street Surveys									
27.10	Underground Utilities									

Project Activity 27: Survey
M.G. Vera Assoc., Inc.

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
	Designates	Mile/Site			0.00		0.00		0.00	
	Locates	Point			0.00		0.00		0.00	
	Survey			0.00	0.00		0.00		0.00	
27.11	Outfall Survey									
		Mile			0.00		0.00		0.00	
27.12	Drainage Survey			Units/Day						MGV will conduct structure verification as directed by project manager. The survey will identify the type of structure, rim elevation, pipe invert elevation, pipe materials, direction, size and condition.
		EA	5.00	10.00	0.50	1.00	0.50	4.00	2.00	
27.13	Bridge Survey									N/A
	Minor / Major	EA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27.14	Channel Survey									
		EA			0.00		0.00		0.00	
27.15	Pond Site Survey									
		EA			0.00		0.00		0.00	
27.16	Mitigation Survey									
		Mile			0.00		0.00		0.00	
27.17	Jurisdiction Line Survey									
		Mile			0.00		0.00		0.00	
27.18	Geotechnical Support			Units/Day						
		EA			0.00		0.00		0.00	
27.19	Sectional / Grant Survey									
		Corner			0.00		0.00		0.00	N/A
		Mile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27.20	Subdivision Location									N/A
		Block	0	0	0.00	0.00	0.00	0.00	0.00	
27.21	Maintained R/W									
		Mile			0.00		0.00		0.00	
27.22	Boundary Survey									
		EA			0.00		0.00		0.00	
27.23	Water Boundary Survey									
		EA			0.00		0.00		0.00	
27.24	R/W Staking									
	Parcel / R/W Line	EA			0.00		0.00		0.00	

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Project Activity 27: Survey
M.G. Vera Assoc., Inc.

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
		Mile			0.00		0.00		0.00	
27.25	R/W Monumentation									
		Point			0.00		0.00		0.00	
27.26	Line Cutting									
		Mile	0.00	0.25	0.00					
27.27	Work Zone Safety									
			0	0.125	0.00					
27.28	Miscellaneous Surveys									
					0.00		0.00		0.00	
Survey Subtotal				**Crew Days**	**5**	**Field Support Hours**	**5**	**Office Support Hours**	**22**	
27.29	Supplemental Surveys									THE % FOR SUPPLEMENTAL WILL BE DETERMINED AT NEGOTIATIONS. THIS ITEM CAN ONLY BE USED IF AUTHORIZED IN WRITING BY THE DISTRICT SURVEYOR
				5	0		0		0	
27.30	Document Research	Units								
			0.00						0	
27.31	Field Reviews	Units								
			4.00						4	
27.32	Meetings	Units								
			2.00						2	
27.33	Quality Assurance / Quality Control									
								5%	1	
27.34	Supervision									
								5%	2	
27.35	Coordination									
								3%	1	
		27. Survey Total		**Crew Days**	**5**	**Field Support Hours**	**5**	**Office Support Hours**	**32**	

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ESTIMATE OF WORK EFFORT AND COST - M.G. Vera & Assoc., Inc.

Name of Project: Port of Miami Cruise Terminal D & E
A11 - SEA - 01
County: Miami - Dade
FAP No.:

Consultant Name: Manuel G Vera & Assoc, Inc.
Consultant No.:
Date: 6/10/2011
Estimator: Manuel G Vera, Jr.

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Senior Surveyor	Surveyor Mapper	Survey Intern	CADD/Comp Technician	Survey Technician	Clerical	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$208.63	$153.00	$123.00	$90.75	$95.25	$52.50	$46.50	$0.00	$0.00	$0.00	$0.00	$0.00			
27. Survey (Field & Office Support)	37	2	2	4	0	20	9	0	0	0	0	0	0	37	$3,593	$97.11
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
30. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
32. Noise Wall Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Total Staff Hours	37	2	2	4	0	20	9	0	0	0	0	0	0	37		
Total Staff Cost		$417.66	$306.00	$492.00	$0.00	$1,905.00	$472.50	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$3,593.16	$97.11

Check = $3,593.16

Form Revised 03/28/05

SALARY RELATED COSTS:				$3,593.16
OVERHEAD:		0.00%		$0.00
OPERATING MARGIN:		0%		$0.00
FCCM (Facilities Capital Cost Money):		0.00%		$0.00
EXPENSES:		0.00%		$0.00
SUBTOTAL ESTIMATED FEE:				**$3,593.16**
Survey (Field)	5.0	3-man crew da	$ 1,095.84 / day	$5,479.20
	0.0	4-man crew da	$ 1,359.84 / day	$0.00
Geotechnical Field and Lab Testing				$0.00
SUBTOTAL ESTIMATED FEE:				**$9,072.36**
Optional Services				$0.00
GRAND TOTAL ESTIMATED FEE:				**$9,072.36**

Notes:
1. This sheet to be used by Subconsultant to calculate its fee.

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FACE OF BUILDING
© 2011 Google
Google
Imagery Date: 3/26/2011
25°46'39.13" N 80°10'23.76" W elev 1 ft
Eye alt 611 ft

Bermello Ajamil and Partners, Inc.

Port of Miami Terminal D & E
Summary

B&A Proj #:	**Pending**
Date:	**June 16, 2010**

Task	Company	Fees
Architecture	B&A	$353,203
Interior Design	B&A	$81,251
Structural Engineering Fees	Triangle	$109,252
MEP & FP Engineering	HNGS	$92,049
Civil Engineering	B&A	$88,094
Security & Low Voltage	R&B	$55,400
Total Fees		**$779,248**
Direct Expenses		**$15,000**
Total Fees		**$794,248**
Other Fees		
Geotechnical	Geosol	$27,810
Surveying	MG Vera	$9,073
LEED Charette	B&A/HNGS	$5,000
Total Other Fees		**$41,883**
Total Lump Sum Fee		**$836,131**

Port of Miami Terminal D & E
B&A Architectural Fee Proposal
Bernardo Aguirre and Partners, Inc.

B&A Proj #: Pending
Date: June 16, 2010

Task	Description	Principal	Project Manager	Sr. Architect	Sr. Planner	Sr. Engineer	Sr. Interior Designer	Systems Specialist	CAD	Architect	Planner	Engineer	Interior Designer	Estimator	Inspector	Sr. Cadd Tech	Cadd Tech	Spec Writer	Clerical	LEED AP	Sub-Consultant	Total
Task 1	**Project Start**																					
Task 1.1	Initial Project Meeting	2	4	8															4			18
Task 1.2	Field Observation and Investigation		4	8																		12
Task 1.3	Review of Existing Documents	1	8	16																		25
Task 1.4	Preparation of Project Schedule	1	4	4																		9
																						0
Task 2	**Preliminary Design Phase**																					
Task 2.1	Preliminary Design Documents	2	20	40										8		80	20		6			176
Task 2.2	Meeting with POM Staff		4	4															4			12
																						0
Task 3	**Construction Documents Phase**																					
Task 3.1	30% Construction Documents		60	120										72		160	80	32	12			536
Task 3.2	60% Construction Documents		60	120										36		160	80	32	12			500
Task 3.3	90% Construction Documents		60	120										36		160	80	32	12			500
Task 3.4	100% Construction Documents		20	48										26		40	20	20	6			180
Task 3.5	Construction Cost Estimates (Each Submittal)		8	16																		24
Task 3.6	Meetings with POM Staff		20	20																		40
Task 3.7	Value Engineering	4	16	16																		36
Task 3.8	Quality Control								160													160
																						0
Task 4	**Bidding/Permitting Phase**																					0
Task 4.1	Pre-Bid Meeting and Site Visit	2	4	4																		10
Task 4.2	Assistance with Clarifications/Addendas		16	32										6		16	8					78
Task 4.3	Bid Review and Recommendation		6	12																		18
Task 4.4	Respond to Comments from AHJ		6	12														12				30
Task 4.5	Meeting with AHJ to Resolve Comments		4	4												16	8					32
																						0
Task 5	**Construction Administration Phase**																					0
Task 5.1	Respond to Contractor RFIs	2	40	80												20	12		8			162
Task 5.2	Issue Field Advisories/Directives		12	24												16	8		8			68
Task 5.3	Shop Drawing Review		40	100															12			152
Task 5.4	Periodic Site Visits		32	40															20			92
Task 5.5	Weekly Owner's Meeting	4	80	160															40			284
Task 5.6	Punchlist		12	32															8			52
Task 5.7	Review of As-Built Documentation	2	8	20															2			32
																						0
Task 6	**LEED Charette**																					0
Task 6.1	LEED Charette																			16		16
																						0
																						0
	TOTAL LABOR HOURS	20	548	1060	0	0	0	0	160	0	0	0	0	184	0	668	316	128	154	16	0	**3254**
	LABOR RATE	$39.29	$50.00	$47.00	$50.00	$50.00	$41.66	$46.00	$50.00	$33.50	$31.65	$35.00	$31.65	$43.00	$29.00	$28.00	$23.00	$26.00	$19.00	$45.77		
	LABOR COST	**$786**	**$27,400**	**$49,820**	**$0**	**$0**	**$0**	**$0**	**$8,000**	**$0**	**$0**	**$0**	**$0**	**$7,912**	**$0**	**$18,704**	**$7,268**	**$3,328**	**$2,926**	**$732**		

TOTAL LABOR COST	**$126,144**
MULTIPLIER	**2.80**
TOTAL ARCH. FEES	**$353,203**
DIRECT EXPENSES (Printing & Reproduction)	**$10,000**
TOTAL ARCHITECTURAL FEES by B&A	**$363,203**

TOTAL LABOR COST - LEED CHARETTE	**$732**
MULTIPLIER	**2.80**
TOTAL LEED CHARETTE FEES	**$2,050**

Port of Miami Terminal D & E

HDCS Engineering / Mechanical, Electrical, Plumbing, Fire Protection and LEED Participation

Perez & Perez Hamilton Partners, Inc.

RFP Proj #:	Pending
Date:	June 16, 2010

Task	Description	Principal	Project Manager	Sr. Architect	Sr. Planner	Sr. Engineer	Sr. Interior Designer	Sr. Landscape Specialist	Analyst	Architect	Planner	Engineer	Interior Designer	Estimator	Inspector	Sr. Cadd Tech	Cadd Tech	Spec. Writer	Clerical	LEED AP	Sub-Consultant	Total
Task 1	**Project Start**																					
Task 1.1	Initial Project Meeting	6										6										12
Task 1.2	Field Observation and Investigation					6						3										9
Task 1.3	Review of Existing Documents					8																8
Task 1.4	Preparation of Project Schedule					4						2										6
																						0
Task 2	**Preliminary Design Phase**																					
Task 2.1	Preliminary Design Documents					12						16				12						40
Task 2.2	Meeting with POM Staff					4						4										8
																						0
Task 3	**Construction Documents Phase**																					
Task 2.1	30% Construction Documents					40						60				60	60					220
Task 2.2	60% Construction Documents					40						60				60	40					200
Task 2.3	90% Construction Documents					50						50				50	60					210
Task 2.4	100% Construction Documents					20						20				20	20					80
Task 2.5	Construction Cost Estimates (Each Submittal)																					0
Task 2.6	Meetings with POM Staff																					0
Task 2.7	Value Engineering																					0
																						0
Task 4	**Bidding/Permitting Phase**																					0
Task 4.1	Pre-Bid Meeting and Site Visit					4						4										8
Task 4.2	Assistance with Clarifications/Addendas					8						2					8					18
Task 4.3	Bid Review and Recommendation					2						4										6
Task 4.4	Respond to Comments from AHJ					2						2										4
Task 4.5	Meeting with AHJ to Resolve Comments											4										4
																						0
Task 5	**Construction Administration Phase**																					0
Task 5.1	Respond to Contractor RFIs					12						18										30
Task 5.2	Issue Field Advisories/Directives					7																7
Task 5.3	Shop Drawing Review					6																6
Task 5.4	Periodic Site Visits											64										64
Task 5.5	Weekly Owner's Meeting																					0
Task 5.6	Punchlist											8										8
Task 5.7	As-Built Documentation											8					12					20
																						0
Task 6	**LEED Charette**																					0
Task 6.1	LEED Charette																			16		16
																						0
																						0
	TOTAL HOURS	6	0	0	0	225	0	0	0	0	0	335	0	0	0	202	200	0	0	16	0	984
	LABOR RATE	$39.29	$0.00	$0.00	$0.00	$45.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36.00	$0.00	$0.00	$0.00	$27.00	$25.00	$0.00	$0.00	$45.00	$0.00	
	LABOR COST	$236	$0	$0	$0	$10,125	$0	$0	$0	$0	$0	$12,060	$0	$0	$0	$5,454	$5,000	$0	$0	$720	$0	

TOTAL LABOR COST	**$32,875**
MULTIPLIER	**2.80**
TOTAL FEES	**$92,049**
DIRECT EXPENSES	**$0**
TOTAL FEES	**$92,049**

TOTAL LABOR COST - LEED CHARETTE	**$720**
MULTIPLIER	**2.80**
TOTAL LEED CHARETTE FEES	**$2,016**

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Port of Miami Terminal D & E
Civil Engineering
Bermello Ajamil and Partners, Inc.

BAP Project:	Pending
Date:	June 16, 2010

Task	Description	Principal	Project Manager	Sr. Architect	Sr. Planner	Sr. Engineer	Sr. Interior Designer	Systems Specialist	Analyst	Architect	Planner	Engineer	Interior Designer	Estimator	Inspector	Sr. Cadd Tech	Cadd Tech	Spec Writer	Clerical	LEED AP	Sub-Consultant	Total
Task 1	**Project Start**																					
Task 1.1	Initial Project Meeting					4																4
Task 1.2	Field Observation and Investigation					4																4
Task 1.3	Review of Existing Documents					16																16
Task 1.4	Preparation of Project Schedule															2						2
																						0
Task 2	**Preliminary Design Phase**																					
Task 2.1	Preliminary Design Documents					32										60						92
Task 2.2	Meeting with POM Staff					4																4
																						0
Task 3	**Construction Documents Phase**																					
Task 2.1	30% Construction Documents					56										96						152
Task 2.2	60% Construction Documents					56										96						152
Task 2.3	90% Construction Documents					48										96						144
Task 2.4	100% Construction Documents					24										32						56
Task 2.5	Construction Cost Estimates (Each Submittal)					2																2
Task 2.6	Meetings with POM Staff					16																16
Task 2.7	Value Engineering					4																4
																						0
Task 4	**Bidding/Permitting Phase**																					0
Task 4.1	Pre-Bid Meeting and Site Visit					4																4
Task 4.2	Assistance with Clarifications/Addendas					2																2
Task 4.3	Bid Review and Recommendation					2																2
Task 4.4	Respond to Comments from AHJ					2																2
Task 4.5	Meeting with AHJ to Resolve Comments					2																2
																						0
Task 5	**Construction Administration Phase**																					0
Task 5.1	Respond to Contractor RFIs					16										8						24
Task 5.2	Issue Field Advisories/Directives					24																24
Task 5.3	Shop Drawing Review					16																16
Task 5.4	Periodic Site Visits					32																32
Task 5.5	Weekly Owner's Meeting					32																32
Task 5.6	Punchlist					4																4
Task 5.7	As-Built Documentation					8										16						24
																						0
Task 6	**LEED Charette**																					0
Task 6.1	LEED Charette																					0
																						0
																						0
	TOTAL LABOR HOURS	0	0	0	0	410	0	0	0	0	0	0	0	0	0	406	0	0	0		0	816
	SALARY	$0				$50.00										$27.00						
	TOTAL LABOR COST	$0	$0	$0	$0	$20,500	$0	$0	$0	$0	$0	$0	$0	$0	$0	$10,962	$0	$0	$0	$0	$0	$0
	MULTIPLIER	2.80																				
	TOTAL FEES	$88,094																				
	DIRECT EXPENSES	$0																				
	TOTAL FEES	$88,094																				

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Port of Miami Terminal D & E

BSA Interior Design/Shook/LEED/Architectural/Civil/Electrical

Bernardo / Lopez Consulting Engineers, Inc.

BSA Proposal: **Pending**

Date: **June 16, 2010**

Task	Description	Principal	Project Manager	Sr. Architect	Sr. Planner	Sr. Engineer	Sr. Interior Designer	Systems Specialist	Analyst	Architect	Planner	Engineer	Interior Designer	Estimator	Inspector	Sr. Cadd Tech	Cadd Tech	Spec Writer	Clerical	LEED AP	LEED Commissioning	Sub-Consultant	Total
Task 1	**Project Start**																						
Task 1.1	Initial Project Meeting						3																3
Task 1.2	Field Observation and Investigation						8																8
Task 1.3	Review of Existing Documents						4																4
Task 1.4	Preparation of Project Schedule						1																1
																							0
Task 2	**Preliminary Design Phase**																						
Task 2.1	Preliminary Design Documents						40						20										60
Task 2.2	Meeting with POM Staff						4																4
																							0
Task 3	**Construction Documents Phase**																						
Task 2.1	30% Construction Documents						40						120										160
Task 2.2	60% Construction Documents						40						120										160
Task 2.3	90% Construction Documents						40						120										160
Task 2.4	100% Construction Documents						14						32										46
Task 2.5	Construction Cost Estimates (Each Submittal)						20																20
Task 2.6	Meetings with POM Staff						8																8
Task 2.7	Value Engineering						20						40										60
																							0
Task 4	**Bidding/Permitting Phase**																						0
Task 4.1	Pre-Bid Meeting and Site Visit						4																4
Task 4.2	Assistance with Clarifications/Addendas						16																16
Task 4.3	Bid Review and Recommendation																						0
Task 4.4	Respond to Comments from AHJ																						0
Task 4.5	Meeting with AHJ to Resolve Comments																						0
																							0
Task 5	**Construction Administration Phase**																						0
Task 5.1	Respond to Contractor RFIs						32																32
Task 5.2	Issue Field Advisories/Directives						32																32
Task 5.3	Shop Drawing Review						32																32
Task 5.4	Periodic Site Visits												80										80
Task 5.5	Weekly Owner's Meeting						24																24
Task 5.6	Punchlist												14										14
Task 5.7	As-Built Documentation																						0
																							0
Task 6	**LEED Charette**																						0
Task 6.1	LEED Charette																			8			8
																							0
	TOTAL HOURS	0	0	0	0	0	382	0	0	0	0	0	546	0	0	0	0	0	0	8		0	936
	SALARY						$ 41.66						$ 24.00							$ 41.66			
	TOTAL LABOR COST	$0	$0	$0	$0	$0	$15,914	$0	$0	$0	$0	$0	$13,104	$0	$0	$0	$0	$0	$0	$333	$0	$0	$0

GRAND TOTAL	**$29,018**
MULTIPLIER	**2.80**
TOTAL FEES	**$81,251**
DIRECT EXPENSES	**$0**
TOTAL ID FEES	**$81,251**

TOTAL LABOR COST - LEED CHARETTE	**$333**
MULTIPLIER	**2.80**
TOTAL LEED CHARETTE FEES	**$933**

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Port of Miami Terminal D & E
Pres 2 Barazzini / Security, Fire Alarm, CCTV, Data, Telecommunication
Bermello / Jamil and Partners, Inc.

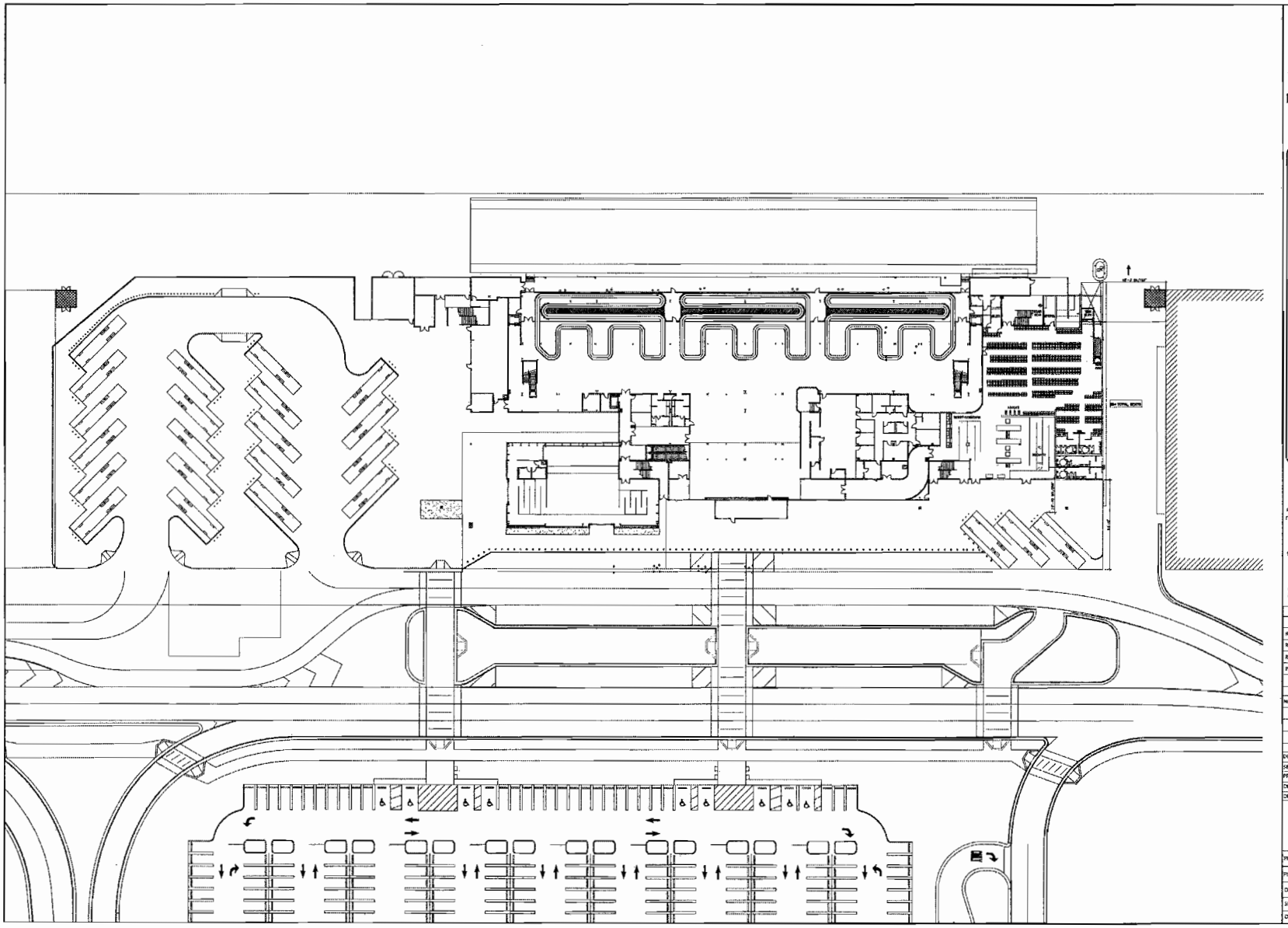
IBA Proj #:	**Pending**
Date:	**June 16, 2010**

Task	Description	Principal	Project Manager	Sr. Architect	Sr. Planner	Sr. Engineer	Sr. Interior Designer	Systems Specialist	Analyst	Architect	Planner	Engineer	Interior Designer	Estimator	Inspector	Sr. Cadd Tech.	Cadd Tech	Spec Writer	Clerical	LEED AP	Sub-Consultant	Total
Task 1	**Project Start**																					
Task 1.1	Initial Project Meeting																					0
Task 1.2	Field Observation and Investigation					8																8
Task 1.3	Review of Existing Documents					8																8
Task 1.4	Preparation of Project Schedule																					0
																						0
Task 2	**Preliminary Design Phase**																					
Task 2.1	Preliminary Design Documents					24																24
Task 2.2	Meeting with POM Staff					4																4
																						0
Task 3	**Construction Documents Phase**																					
Task 2.1	30% Construction Documents					40																40
Task 2.2	60% Construction Documents					60																60
Task 2.3	90% Construction Documents					60																60
Task 2.4	100% Construction Documents					40																40
Task 2.5	Construction Cost Estimates (Each Submittal)					8																8
Task 2.6	Meetings with POM Staff					4																4
Task 2.7	Value Engineering																					0
																						0
Task 4	**Bidding/Permitting Phase**																					0
Task 4.1	Pre-Bid Meeting and Site Visit					4																4
Task 4.2	Assistance with Clarifications/Addendas					6																6
Task 4.3	Bid Review and Recommendation					8																8
Task 4.4	Respond to Comments from AHJ																					0
Task 4.5	Meeting with AHJ to Resolve Comments																					0
																						0
Task 5	**Construction Administration Phase**																					0
Task 5.1	Respond to Contractor RFIs					12																12
Task 5.2	Issue Field Advisories/Directives					4																4
Task 5.3	Shop Drawing Review					30																30
Task 5.4	Periodic Site Visits					8																8
Task 5.5	Weekly Owner's Meeting					16																16
Task 5.6	Punchlist					8																8
Task 5.7	As-Built Documentation					8																8
																						0
Task 6	**LEED Charette**																					0
Task 6.1	LEED Charette																					0
																						0
																						0
	TOTAL HOURS	0	0	0	0	360	0	0	0	0	0	0	0	0	0	0	0	0	0		0	360
	LABOR RATE					$50																
	LABOR COST					$18,000																
	TOTAL LABOR COST	$18,000																				
	MULTIPLIER	2.80																				
	TOTAL FEES	$50,400																				
	DIRECT EXPENSES	$0																				
	TOTAL FEES	$50,400																				
	ADDITIONAL FEES - WAN	$5,000																				

Port of Miami Terminal D & E
Triangle Associates
Bernhardt - Spinelli and Partners, Inc.

RFA Proj #: Pending
Date: June 16, 2010

Task	Description	Principal	Project Manager	Sr. Architect	Sr. Planner	Sr. Engineer	Sr. Interior Designer	Systems Specialist	C.C.	Architect	Planner	Engineer	Interior Designer	Inspector	Threshold Inspector	Sr. Cost Estimator	Cost Estimator	Spec Writer	Clerical	LEED AP	Consultant	Total
Task 1	**Project Start**																					
Task 1.1	Initial Project Meeting		2																			2
Task 1.2	Field Observation and Investigation		2																			2
Task 1.3	Review of Existing Documents		10			24																34
Task 1.4	Preparation of Project Schedule		8																			8
																						0
Task 2	**Preliminary Design Phase**																					
Task 2.1	Preliminary Design Documents		16			16						16				24			8			80
Task 2.2	Meeting with POM Staff		2			2																4
																						0
Task 3	**Construction Documents Phase**																					
Task 3.1	30% Construction Documents		20			28						28				68			24			168
Task 3.2	60% Construction Documents		18			26						26				66			24			160
Task 3.3	90% Construction Documents		16			24						24				64			30			158
Task 3.4	100% Construction Documents		8			16						16				24			24			88
Task 3.5	Construction Cost Estimates (Each Submittal)		16			24						24				24			16			104
Task 3.6	Meetings with POM Staff		8																			8
Task 3.7	Value Engineering		8													8			4			20
																						0
Task 4	**Bidding/Permitting Phase**																					0
Task 4.1	Pre-Bid Meeting and Site Visit		8																			8
Task 4.2	Assistance with Clarifications/Addendas		8																4			12
Task 4.3	Bid Review and Recommendation		8																4			12
Task 4.4	Respond to Comments from AHJ		8																4			12
Task 4.5	Meeting with AHJ to Resolve Comments		2																2			4
																						0
Task 5	**Construction Administration Phase**																					0
Task 5.1	Respond to Contractor RFIs		40																			40
Task 5.2	Issue Field Advisories/Directives		40																			40
Task 5.3	Shop Drawing Review		40																			40
Task 5.4	Periodic Site Visits													4								4
Task 5.5	Weekly Owner's Meeting													4								4
Task 5.6	Punchlist													4								4
Task 5.7	Review of As-Built Documentation													4								4
																						0
Task 6	**LEED Charette**																					0
Task 6.1	LEED Charette																					0
																						0
																						0
	TOTAL LABOR HOURS	0	288	0	0	160	0	0	0	0	0	134	0	16	0	278	0	0	144	0	0	1020
	SALARY	$39.29	$50.00	$46.77	$50.00	$46.43	$41.66	$46.00	$50.00	$33.50	$31.65	$35.00	$31.65	$35.00	$50.00	$30.00	$22.58	$26.00	$25.00			
	TOTAL LABOR COST	$0	$14,400	$0	$0	$7,429	$0	$0	$0	$0	$0	$4,690	$0	$560	$0	$8,340	$0	$0	$3,600			
	MULTIPLIER	2.80																				
	TOTAL FEES	$109,252																				
	DIRECT EXPENSES	$5,000																				
	TOTAL FEES	$114,252																				



MIAMI-DADE SEAPORT DEPARTMENT
CAPITAL DEVELOPMENT DIVISION
1015 NORTH AMERICA WAY
MIAMI, FLORIDA 33132
MIAMIDADE.GOV

PORT OF MIAMI CRUISE TERMINAL "D"
AIRLINE PASSENGER LAY-OUT
MIAMI, FL. 33132

PROJECT No. XXXX-XX

WARNING!
This record contains Sensitive Security information that is controlled under 49 CFR Part 1520. No part of this record may be disclosed to persons without "need to know", as identified in 49 CFR 1520.5, except with the written permission of the Secretary of Homeland Security. Unauthorized release may result in civil penalty or other action. For U.S. Government agencies, public disclosure is governed by U.S.C. 552 and 49 CFR 1520.

DRAWING HISTORY

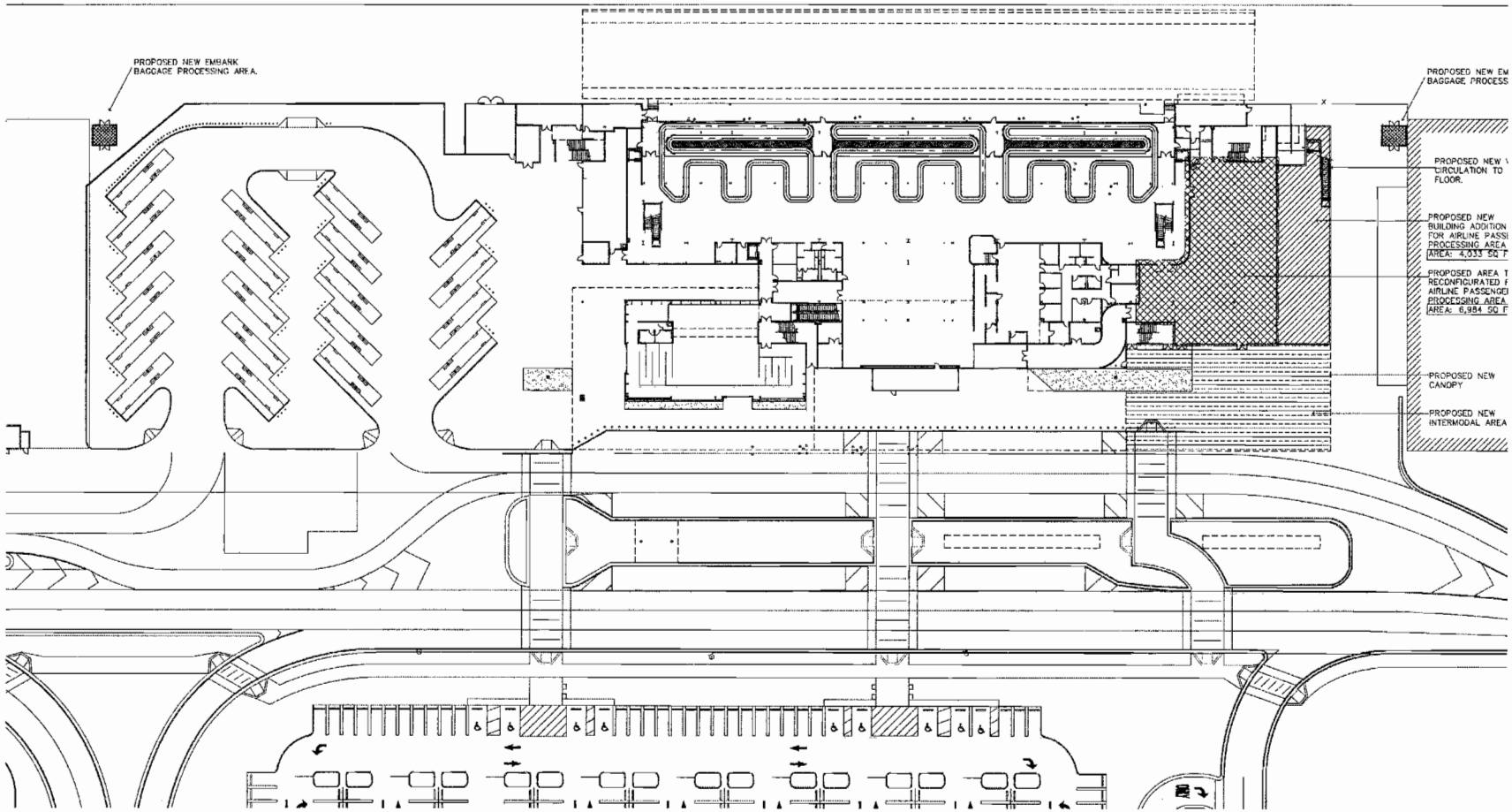
RELEASED FOR	DATE	BY
REVIEW 70 %		
REVIEW 90 %		
REVIEW 100 %		
PERMIT		

REVISIONS

No.	DESCRIPTION	DATE

APPROVALS

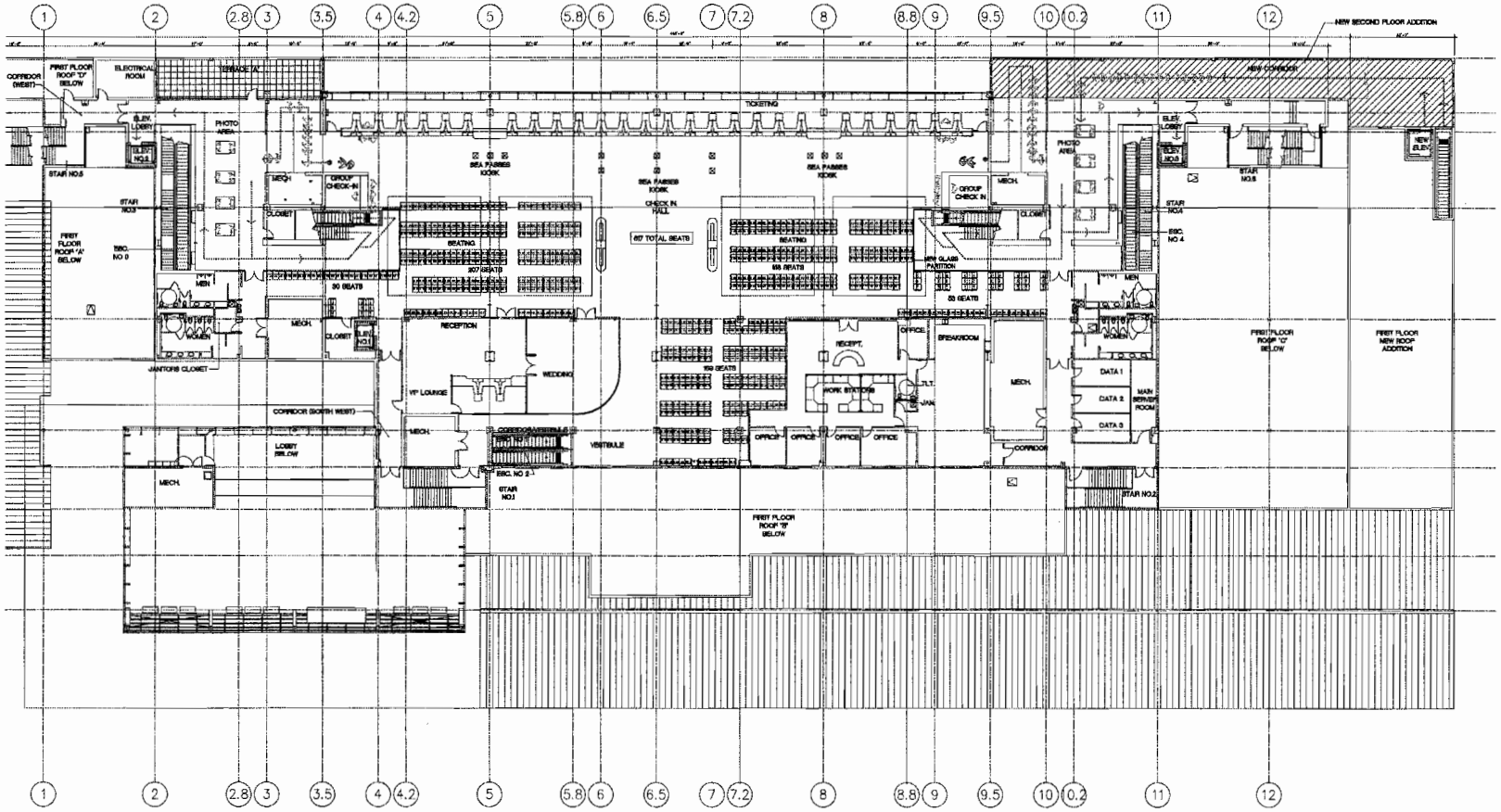
DIVISION CHIEF: D.V.
SECTION HEAD: E.D.
PROJECT MGR. V.V.
DESIGNED: CHECKED:
DRAWN: FINAL CHECK:
SEAPORT DEPARTMENT ENGINEERING DIVISION
DATE
PROJ. No. : XXXX-XX
FILE NAME:
DATE: SCALE:
SHEET
DWG. No. PHASE 3A



SITE PLAN CRUISE TERMINAL"D"

(NEW BUILDING ADDITION FOR AIRLINE PASSENGERS PROCESSING AREA, INTERMODAL WITH CANOPY AND MEDIAN CANOPIES)

SCALE: 1/32" = 1'-0"



CT 'D' PROPOSED NEW CORRIDOR LOCATION AT SECOND FLOOR

SCALE: 1/32" =1'-0" PRELIMINARY DRAFT - APRIL 25, 2011

Port Miami

MIAMI-DADE SEAPORT DEPARTMENT

CAPITAL DEVELOPMENT DIVISION

1015 NORTH AMERICA WAY
MIAMI, FLORIDA 33132
MIAMIDADE.GOV

PORT OF MIAMI CRUISE TERMINAL "D"
SEATING LAY OUT
MIAMI, FL. 33132

PROJECT No. XXXX-XX

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DRAWING HISTORY

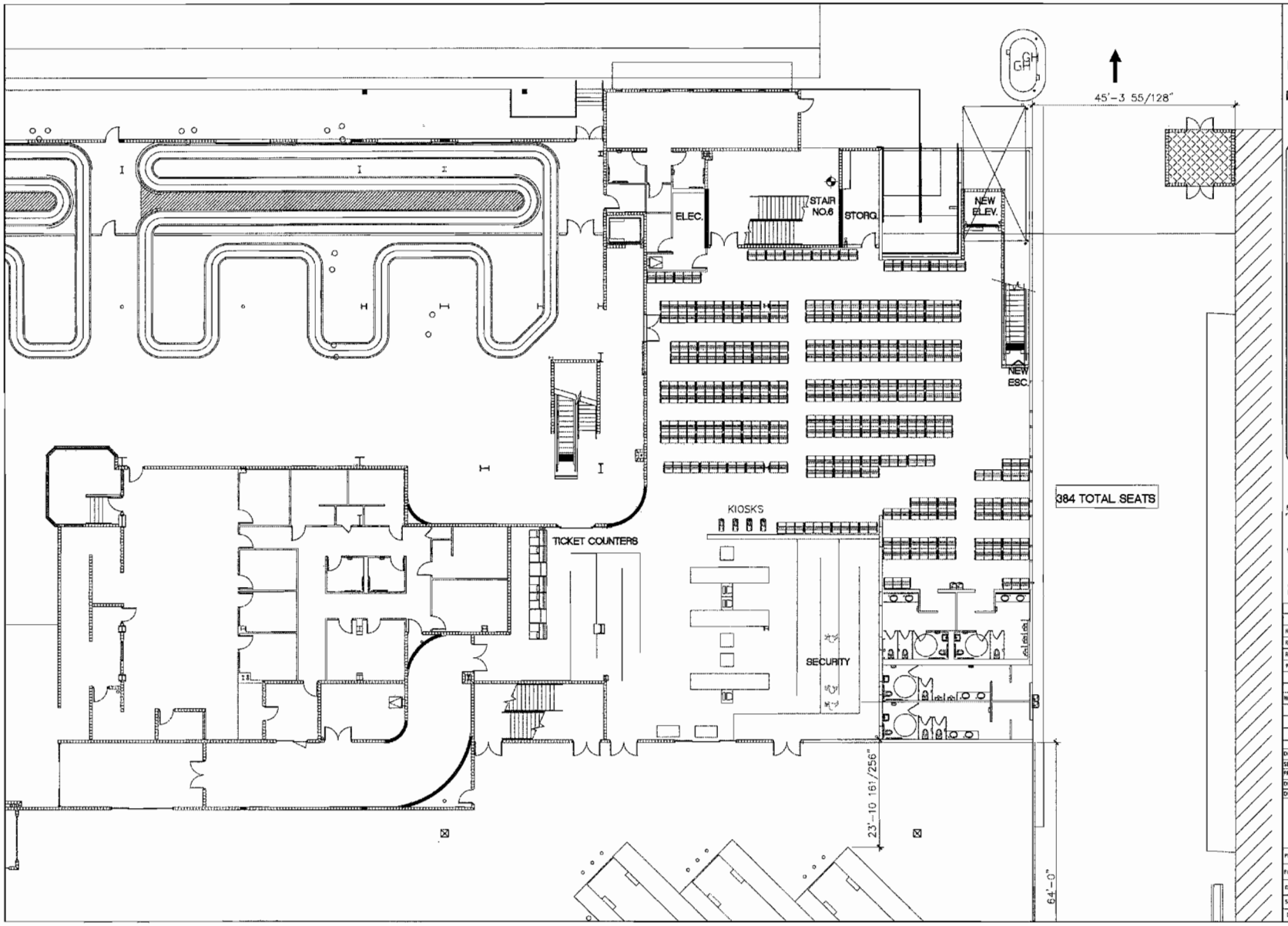
RELEASED FOR	DATE	BY
REVIEW 70 %		
REVIEW 90 %		
REVIEW 100 %		
PERMIT		

REVISIONS

No.	DESCRIPTION	DATE

APPROVALS

DIVISION CHIEF, D.V.
SECTION HEAD, E.O.
PROJECT MGR. V.V.
DESIGNED: CHECKED:
DRAWN: FINAL CHECK:
SEAPORT DEPARTMENT ENGINEERING DIVISION
DATE
PROJ. No. : XXXX-XX
FILE NAME:
DATE: 06.05.11 SCALE:
SHEET 2
DWG. No. PHASE 2



MIAMI-DADE SEAPORT DEPARTMENT
CAPITAL DEVELOPMENT DIVISION
1015 NORTH AMERICA WAY
MIAMI, FLORIDA 33132
MIAMIDADE.GOV

PORT OF MIAMI CRUISE TERMINAL "D"
IMPROVEMENTS FOR AIRLINE PASSENGERS
NEW PROCESSING AREA
MIAMI, FL. 33132

PROJECT No. XXXX-XX

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DRAWING HISTORY

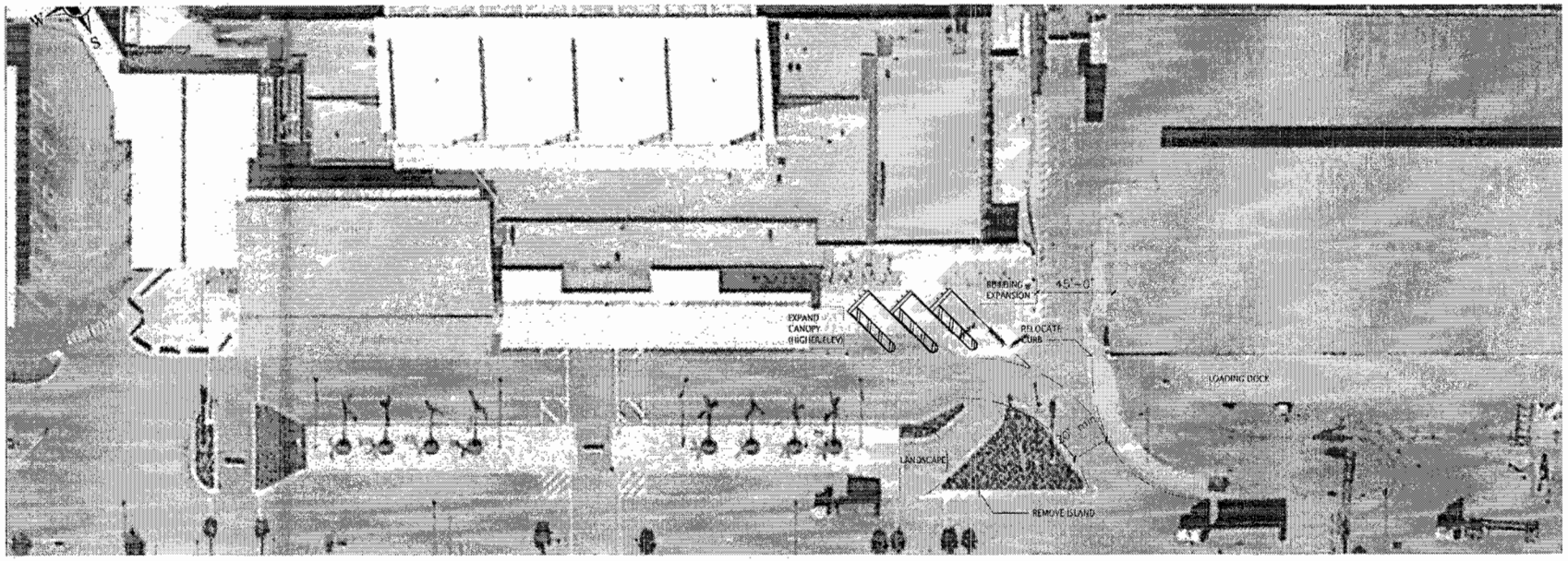
RELEASED FOR	DATE	BY
REVIEW 70 %		
REVIEW 90 %		
REVIEW 100 %		
PERMIT		

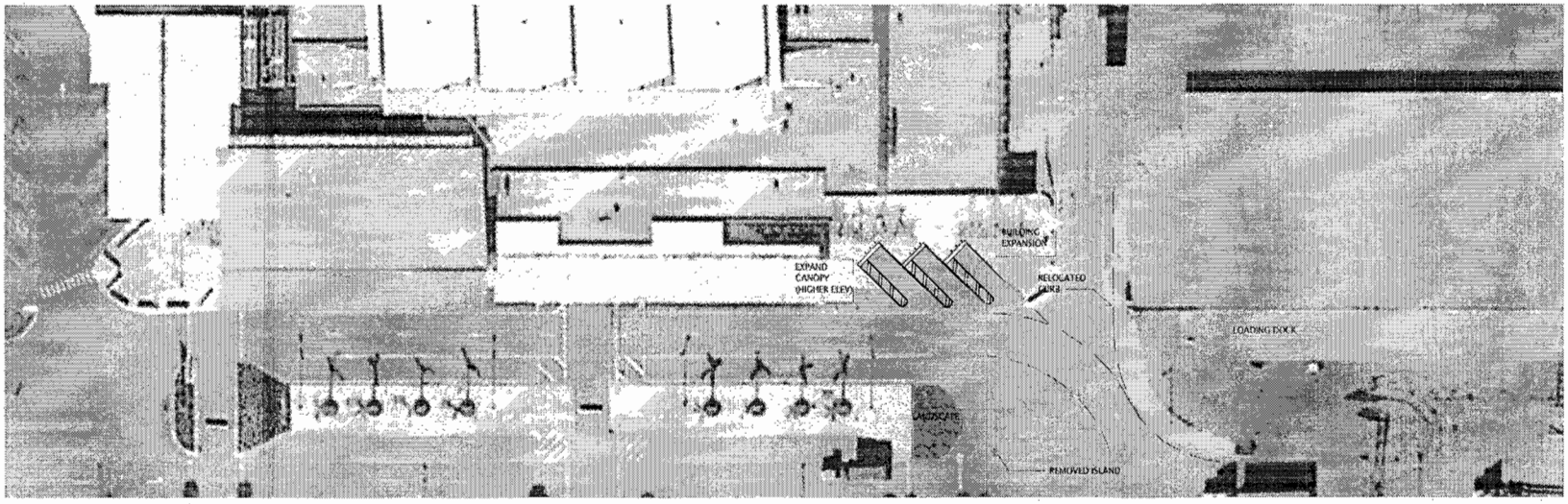
REVISIONS

No.	DESCRIPTION	DATE

APPROVALS

DIVISION CHIEF: D.V.
SECTION HEAD: E.O.
PROJECT MGR: V.V.
DESIGNED: CHECKED:
DRAWN: FINAL CHECK:
SEAPORT DEPARTMENT ENGINEERING DIVISION
DATE
PROJ. No. : XXXX-XX
FILE NAME:
DATE: SCALE:
SHEET
DWG. No. PHASE 4





CT D BUS PARKING ENHANCEMENT CONCEPT

ATTACHMENT "B"

<u>CBE PROVISIONS</u>

MIAMI-DADE COUNTY
FLORIDA

DEPARTMENT OF SMALL BUSINESS DEVELOPMENT

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

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

PARTICIPATION PROVISIONS

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

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

Set-Aside	
Subconsultant Goal	26%

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

January 2010

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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. The Contracting Participation Levels are as follows:

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

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

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

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

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

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

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

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

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

a. A partnership or joint venture, having at least one partner in compliance with

either of the following two requirements:

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

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

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

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

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

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

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

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

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

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

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

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

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

23. Pre-Qualification Certification is the certification process required of all firms providing architectural, engineering, landscape architectural, land surveying and mapping professional services. It consolidates technical certification, affirmative action plan certification, and vendor registration and affidavit execution, into one application process.

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

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

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

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

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

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

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

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

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

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

31. Review Committee Process involves the County Manager or his or her designee's establishment of an administrative procedure for the review of each proposed County agreement to which Ordinance 01-103 (as amended), Administrative Order 3-32 and these Provisions apply, including the establishment of a committee to recommend whether CBE-A/E measures should be applied.

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

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

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

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

B. GENERAL INFORMATION

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

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

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

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

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

3. Forms necessary for submittal of information pertaining to these Provisions are included in the appendix. Additional copies may be obtained by contacting the Compliance Monitor at the Department of Small Business Development (SBD), 111 N.W. 1st Street, 19th Floor, Miami, Florida 33128 or by telephone (305) 375-3111, facsimile (305) 375-3160.

C. CERTIFICATION

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

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

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

D. JOINT VENTURES

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

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

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

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

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

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

5. The bonding capacity of each member;

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

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

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

E. CONTRACT MEASURES

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

1. Set-Aside Agreements

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

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

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

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

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

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

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

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

iii. The utilization of a non-certified or a second-tier CBE-A/E.

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

v. Not obtaining or retaining first-tier CBE-A/E certification while performing work on a set-aside designated for first-tier CBE-A/E firms;

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

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

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

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

2. Subconsultant Goals

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

a. Respondent's Responsibilities for Subconsultant Goals:

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

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

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

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

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

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

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

approval letter from SBD;

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

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

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

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

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

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

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

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

(5) Respondents may establish a CBE-A/E as unavailable if its proposal is not reasonably competitive with comparable proposals of non-CBE-A/E s for the same scope of work. To establish a CBE-A/E as

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

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

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

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

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

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

   v. Failure to submit Architecture & Engineering Utilization Reports;

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

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

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

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

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

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

   i. SBD shall review the Letter/s of Agreement, and Unavailability

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

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

F. DESIGN-BUILD CONTRACTS

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

G. PROMPT PAYMENT

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

1. Prime Consultant Responsibilities

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

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

c. The prime consultant on an agreement to which a CBE-A/E subconsultant goal has been applied shall inform SBD, the Contracting Officer, and the CBE-A/E subconsultant, in writing, of those amounts billed by the CBE-A/E which are in

dispute, and the specific reasons why they are in dispute, within seven (7) calendar days of submittal of such billing by the CBE-A/E subconsultant to the prime consultant.

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

2. County Responsibilities

a. Proposal documents for agreements with CBE-A/E agreement set-asides, or subconsultant goals shall require that billings from subconsultants under prime consultant agreements with Miami-Dade County, Fire or the Public Health Trust that are a CBE-A/E agreement set-aside or which contain a subconsultant goal shall be promptly reviewed and payment made by the County, Fire or Trust on those amounts not in dispute within fourteen (14) calendar days of receipt of such billing by the County, Fire or the Trust.

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

3. Finance Department Responsibilities

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

H. AGREEMENT COMPLIANCE AND MONITORING

1. Compliance Review

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

b. The Compliance Monitor shall notify the respondent in writing stating the facts and the reasons on which the non-compliance is based. The respondent

may request a meeting within five (5) business days from the date of the notification of non-compliance. The respondent shall supply further relevant information as required by the Compliance Monitor. No new or altered Letter of Agreement will be accepted.

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

d. Following receipt of a recommendation of non-compliance from the Compliance Monitor, the Contracting Officer shall review the Compliance Monitor's recommendation of respondent's non-compliance with these Provisions. The Contracting Officer shall notify the respondent of such non-compliance. The respondent may request a meeting within five (5) business days from the date of notification of non-compliance with the Contracting Officer if the Contracting Officer was not present at the first meeting referenced in Subsection (1)(b) above. The respondent shall supply further relevant information as required by the Compliance Monitor. No new or altered Letter of Agreement will be accepted.

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

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

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

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

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

2. Post-Award Compliance and Monitoring

a. Approval of Subconsultant Agreements

The Successful Respondent shall submit to the Contracting Officer, for approval, written subconsultant agreements corresponding in all respects to the Successful Respondent's Letter of Agreement. The Successful Respondent shall enter into a written subconsultant agreement with each listed CBE-A/E subconsultant and shall thereafter neither terminate any such subconsultant agreement, nor reduce the scope of work to be performed by, or decrease the price to be paid to the first tier CBE-A/Es thereunder, without in each instance obtaining prior written approval of the Contracting Officer. The Contracting Officer shall not give a final written determination without a recommendation from the Compliance Monitor.

b. Access to Records

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

c. Access to Job Site

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

d. Monthly/Quarterly Reporting

The successful respondent on a project that is a CBE-A/E agreement set-aside

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

e. Deviations from the Letter of Agreement

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

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

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

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

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

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

iii. Excuse from entering into subconsultant agreements:

If, prior to execution of a subconsultant agreement required by these Provisions, the successful respondent submits a written request to the Contracting Officer demonstrating to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond his/her control of which he/she was not aware and could not reasonably have been aware until subsequent to the date of the award of the agreement, a CBE-A/E who is to enter into such subconsultant agreement has unreasonably refused to execute the subconsultant agreement, or is not available, the successful respondent shall be excused from executing such subconsultant agreement. The procedures of paragraphs (v.) and (vi.) below shall apply to this paragraph.

iv. Termination of Subconsultant Agreements:

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

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

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

vi. Alternative Subconsultant Agreements:

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

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

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

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

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

I. SANCTIONS FOR AGREEMENT VIOLATIONS

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

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

2. Work stoppage;

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

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

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

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

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

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

   c. If the respondent is found in non-compliance with the CBE-A/E measures, the compliance officer may issue a letter of non-compliance requesting that the respondent make up the CBE-A/E deficit on an existing or future County agreement for double the amount of the deficit on the agreement in question.

The respondent will also be required to submit a plan indicating any current or future County agreements in which the CBE-A/E deficit will be remedied.

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

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

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

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

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

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

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

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

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

iv. Failure to submit Architecture & Engineering Utilization Reports;

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

vi. Failure to maintain certification;

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

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

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

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

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

J. ADMINISTRATIVE PENALTIES

1. DEBARMENT

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

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

2. DECERTIFICATION

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

K. APPEALS PROCESS

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

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

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

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

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

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

L. APPENDICES

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

MIAMI-DADE COUNTY

SMALL BUSINESS DEVELOPMENT

UTILIZATION AND ASSURANCE FORM

CBE & CSBE PARTICIPATION ON DESIGN-BUILD PROJECTS

(All design-builders proposing on this design-build project must submit this form at Step 1 – Evaluation of Qualifications)

Project No.: _____ Project Title: _____

Design-Builder: _____

Address: _____ City _____ State _____ ZIP _____

Contact Number.: _____

The design-builder is committed to the established minimum of _____% CBE and _____% CSBE utilization on this design-build project.

_____	_____	_____
Design-Builder's Name & Title	Design-Builder's Signature	Date

To satisfy the requirements of Step 1 – Evaluation of Qualifications of the SELECTION PROCESS, the following are required:

1. Acknowledge the CBE and CSBE percentage goals established for this project via the Utilization and Assurance Form;
2. Agree to engage in the solicitation of approved Miami-Dade County Small Business CBE and CSBE firms to achieve the established goals as indicated in the Request for Design-Build Services (RDBS).

To satisfy the requirements of Step 2 – Evaluation of Technical and Price Proposal of the SELECTION PROCESS, note the following:

I understand I will be required to submit my company's CBE and CSBE Utilization Plan, which must include a Letter(s) of Agreement (LOA) and Schedule of Intent Affidavit(s) (SOI) from each of the proposed CBE and CSBE firms respectively, who will be utilized to satisfy any portions of the established goals.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

BEFORE ME, an officer duly authorized to administer oaths and take acknowledgement, personally appeared _____, who being first sworn deposes and affirms that the provided information statements are true and correct to the best of his/her knowledge information and belief.

_____
Signature of Owner

SWORN TO and subscribed before me this _____ day of _____, 20_____

_____
Signature of Notary Public-State of Florida

My Commission Expires:

Letter of Agreement (LOA)

Community Business Enterprise Program

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

From: Bermello Ajamil & Partners, Inc.
Name of Prime Proposer / Design-Builder

In response to Miami-Dade County's Project Number A11-SEA-01, the undersigned hereby agrees to utilize the Community Business Enterprise (CBE-A/E) firm listed below, performing the stated work at the stated percentage, if awarded the contract. The undersigned further certifies that the firm has been contacted and properly apprised of the projected work assignment(s) to be performed upon execution of the contract with Miami-Dade County. Further, by signing this Letter of Agreement the undersigned consents to be bound by all the Provisions of the CBE Ordinance No. 01-103 as amended.

*Name of Proposed CBE-A/E Firm: Hufsey-Nicolaides-Garcia-Suarez Associates, Inc.

*Note: Only certified 2nd tier CBE Prime may perform up to 100% of a CBE-A/E sub-consultant goal with its own forces

Name of Certified CBE-A/E *Prime/Sub (CBE meeting the goal)	CBE-A/E Certification No.	CBE-A/E Certification Exp.	Type of Work to be Performed (Technical Certification Categories)	Percentage Amount of Design Fee
Hufsey-Nicolaides-Garcia-Suarez Associates, Inc.	1166	4/30/2012	12.00 - General Mechanical Eng. 13.00 - General Electrical Eng.	14%

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

Proposer's / Design Builder Signature — Jorge Ferrer (Proposer's / Design-Builder's Name/Title (Print)) — 4/27/11 (Date)

COMPLETE THIS SECTION ONLY FOR DESIGN/BUILD PROJECTS

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

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

THIS SECTION MUST BE COMPLETED BY THE CBE SUBCONSULTANT

ACKNOWLEDGMENT BY THE PROPOSED COMMUNITY BUSINESS ENTERPRISE FIRM

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

CBE Subconsultant Signature — Date: 4/25/11

CBE Subconsultant Name (Print): Michael L. Fossler — Title: Associate

Name of CBE-A/E Firm: Hufsey Nicolaides Garcia Suarez Assoc., Inc.

Letter of Agreement (LOA)

Community Business Enterprise Program

MIAMI-DADE COUNTY

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

From: Bermello Ajamil & Partners, Inc.

Name of Prime Proposer / Design-Builder

In response to Miami-Dade County's Project Number A11-SEA-01, the undersigned hereby agrees to utilize the Community Business Enterprise (CBE-A/E) firm listed below, performing the stated work at the stated percentage, if awarded the contract. The undersigned further certifies that the firm has been contacted and properly apprised of the projected work assignment(s) to be performed upon execution of the contract with Miami-Dade County. Further, by signing this Letter of Agreement the undersigned consents to be bound by all the Provisions of the CBE Ordinance No. 01-103 as amended.

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

*Note: Only certified 2nd tier CBE Prime may perform up to 100% of a CBE-A/E sub-consultant goal with its own forces

Name of Certified CBE-A/E *Prime/Sub (CBE meeting the goal)	CBE-A/E Certification No.	CBE-A/E Certification Exp.	Type of Work to be Performed (Technical Certification Categories)	Percentage Amount of Design Fee
Triangle Associates, Inc.	2376	04/30/2011	11.00 - General Structural Engineering	12%

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

Proposer's / Design-Builder Signature | Jorge Ferrer (Proposer's / Design-Builder's Name/Title (Print)) | 4/27/11 (Date)

COMPLETE THIS SECTION ONLY FOR DESIGN/BUILD PROJECTS

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

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

THIS SECTION MUST BE COMPLETED BY THE CBE SUBCONSULTANT

ACKNOWLEDGMENT BY THE PROPOSED COMMUNITY BUSINESS ENTERPRISE FIRM

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

CBE Subconsultant Signature | 4/25/11 Date

DENIS QUINTANA | PRESIDENT

CBE Subconsultant Name (Print) | Title

TRIANGLE ASSOCIATES INC.

Name of CBE-A/E Firm

Letter of Agreement (LOA)

Community Business Enterprise Program

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

From: Bermello Ajamil & Partners, Inc.

Name of Prime Proposer / Design-Builder

In response to Miami-Dade County's Project Number A11-SEA-01, the undersigned hereby agrees to utilize the Community Business Enterprise (CBE-A/E) firm listed below, performing the stated work at the stated percentage, if awarded the contract. The undersigned further certifies that the firm has been contacted and properly apprised of the projected work assignment(s) to be performed upon execution of the contract with Miami-Dade County. Further, by signing this Letter of Agreement the undersigned consents to be bound by all the Provisions of the CBE Ordinance No. 01-103 as amended.

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

*Note: Only certified 2nd tier CBE Prime may perform up to 100% of a CBE-A/E sub-consultant goal with its own forces

Name of Certified CBE-A/E *Prime/Sub (CBE meeting the goal)	CBE-A/E Certification No.	CBE-A/E Certification Exp.	Type of Work to be Performed (Technical Certification Categories)	Percentage Amount of Design Fee
Manuel G. Vera & Associates, Inc.	1555	4/30/2012	15.01 - Surveying and Mapping	2%

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

Proposer's / Design Builder Signature — Jorge Ferrer — Proposer's / Design-Builder's Name/Title (Print) — 4/27/11 (Date)

COMPLETE THIS SECTION ONLY FOR DESIGN/BUILD PROJECTS

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

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

THIS SECTION MUST BE COMPLETED BY THE CBE SUBCONSULTANT

ACKNOWLEDGMENT BY THE PROPOSED COMMUNITY BUSINESS ENTERPRISE FIRM

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

Manuel G Vera — 4-21-11

CBE Subconsultant Signature — Date

Manuel G Vera, Sr. — President

CBE Subconsultant Name (Print) — Title

Manuel G Vera & Associates, Inc.

Name of CBE-A/E Firm

Letter of Agreement (LOA)

Community Business Enterprise Program

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

From: Bermello Ajamil & Partners, Inc.
Name of Prime Proposer / Design-Builder

In response to Miami-Dade County's Project Number A11-SEA-01, the undersigned hereby agrees to utilize the Community Business Enterprise (CBE-A/E) firm listed below, performing the stated work at the stated percentage, if awarded the contract. The undersigned further certifies that the firm has been contacted and properly apprised of the projected work assignment(s) to be performed upon execution of the contract with Miami-Dade County. Further, by signing this Letter of Agreement the undersigned consents to be bound by all the Provisions of the CBE Ordinance No. 01-103 as amended.

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

*Note: Only certified 2nd tier CBE Prime may perform up to 100% of a CBE-A/E sub-consultant goal with its own forces

Name of Certified CBE-A/E *Prime/Sub (CBE meeting the goal)	CBE-A/E Certification No.	CBE-A/E Certification Exp.	Type of Work to be Performed (Technical Certification Categories)	Percentage Amount of Design Fee
Geosol, Inc.	1040	10/31/2011	9.02 - Soils, Foundations & Material Testing	3%

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

Proposer's / Design Builder Signature | Jorge Ferrer — Proposer's / Design-Builder's Name/Title (Print) | 4/27/11 — (Date)

COMPLETE THIS SECTION ONLY FOR DESIGN/BUILD PROJECTS

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

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

THIS SECTION MUST BE COMPLETED BY THE CBE SUBCONSULTANT

ACKNOWLEDGMENT BY THE PROPOSED COMMUNITY BUSINESS ENTERPRISE FIRM

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

CBE Subconsultant Signature | 4/19/11 — Date

Oracio Riccobono, P.E. — CBE Subconsultant Name (Print) | President — Title

Geosol, Inc.
Name of CBE-A/E Firm

CERTIFICATE OF UNAVAILABILITY

I, _____, _____
Name Title

of _____ certify that on _____
Firm Name Date

I contacted the _____
CBE-A/E

to offer an opportunity for scopes of work 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 Letter of Agreement.
CBE-A/E

I am unavailable to perform the above work at the above specified time due to:

_____
_____
_____
_____
_____

_____ _____
Name of CBE Firm CBE Certification Number

_____ _____
Expiration Date Signature

_____ _____
Print Name Title

CBE 103

SMALL BUSINESS DEVELOPMENT

UTILIZATION AND ASSURANCE FORM

CBE & CSBE PARTICIPATION ON DESIGN-BUILD PROJECTS

(All design-builders proposing on this design-build project must submit this form at Step 1 – Evaluation of Qualifications)

Project No.: _____ Project Title: _____

Design-Builder: _____

Address: _____ City _____ State _____ ZIP _____

Contact Number.: _____

The design-builder is committed to the established minimum of _____% CBE and _____% CSBE utilization on this design-build project.

_____	_____	_____
Design-Builder's Name & Title	Design-Builder's Signature	Date

To satisfy the requirements of Step 1 – Evaluation of Qualifications of the SELECTION PROCESS, the following are required:

1. Acknowledge the CBE and CSBE percentage goals established for this project via the Utilization and Assurance Form;
2. Agree to engage in the solicitation of approved Miami-Dade County Small Business CBE and CSBE firms to achieve the established goals as indicated in the Request for Design-Build Services (RDBS).

To satisfy the requirements of Step 2 – Evaluation of Technical and Price Proposal of the SELECTION PROCESS, note the following:

I understand I will be required to submit my company's CBE and CSBE Utilization Plan, which must include a Letter(s) of Agreement (LOA) and Schedule of Intent Affidavit(s) (SOI) from each of the proposed CBE and CSBE firms respectively, who will be utilized to satisfy any portions of the established goals.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

BEFORE ME, an officer duly authorized to administer oaths and take acknowledgement, personally appeared _____, who being first sworn deposes and affirms that the provided information statements are true and correct to the best of his/her knowledge information and belief.

_____
Signature of Owner

SWORN TO and subscribed before me this _____ day of _____, 20_____

_____
Signature of Notary Public-State of Florida

My Commission Expires:

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

PAYROLL

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

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

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

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

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

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

Date _____

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

do hereby state:

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

_____ on the
(Contractor or Subcontractor)

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

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

_____ from the full
(Contractor or Subcontractor)

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

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_____

_____

_____

_____

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

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

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

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

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

ATTACHMENT "C"

SEAPORT SECURITY CREDENTIAL PACKAGE

Cruise

Cruise Terminals
Cruise Lines
Cruise Packages
Ground Transportation
Travel Tips

Cargo

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

Business

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

Customer Service

Customer Service Survey
Frequently Asked Questions
Employee Recognition
Jobs
Contact Us

Port Information

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

Contact Webmaster

Identification Cards

Obtaining a permit allows companies to obtain Port of Miami Identification Cards for its personnel working at the Port. Valid Identification Cards are required:

1. The issuance of Port of Miami Identification Cards will be handled on a first come and first served-basis, between the hours of 6:00 AM and 3:30 PM, Monday through Friday. The Port of Miami One Day Pass office is open on Saturday and Sundays between the hours of 6:00 AM and 2:00 PM. The Credentials Section is located at 1001 North America Way, Room #111, Miami, Florida 33132, telephone: (305) 347-4955 and fax: (305) 347-3245.

2. (2) Individuals requesting a Port of Miami Identification Card must bring a valid Florida Driver License or Identification Card, and a Passport, an original Birth Certificate, or other documents showing country legal status. The fee for a Port of Miami Identification Card is $79.00 (with TWIC Card) and $98.25 (without TWIC Card) payable by cash, credit card, cashier's check, company check, or money order. Checks and money orders are made payable to the Port of Miami. A POM ID with no restricted area access is $55.00. A Florida Seaport Reciprocity ID card is $55.00. The lost card fee is $55.00, and a change of company fee is $25.00 per card. One Day Pass fees are $9.00 per card.

3. Companies and organizations requesting Port of Miami Identification Cards for their employees must make their requests, in writing, on company letterhead.

4. Willfully and knowingly providing false information in an attempt to obtain a Port of Miami Identification Card is a felony of the third degree and punishable by up to five (5) years in jail and subject to a $5,000.00 fine (s. 775.082 or s. 775.083).

It is imperative for all Port of Miami Identification Card holders to ensure that their card is renewed prior to its expiration date.

For questions regarding Port of Miami Identification Cards, please call the Credentials Section at (305) 347-4955.

For questions regarding Port of Miami Business Permits, please call the Permit Section at (305) 347-4841 or (305) 347-4964.

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

- View the user registration instructions
- View the ID Card renewal instructions

If you cannot view PDF files, you can download Acrobat Reader for free from Adobe Systems, Inc. In order to use PDF files, you must have Acrobat installed on your computer.

Identification

Required Documents to Obtain ID Card
ID Card Application
ID Card Application Renewal
Lost/Stolen, Damaged or Change Application
Authorization Letter - Suggested Language
ID Card Letter Request
Special Dock Permit Application
Red Badge- No Access to Restricted Area Application
TWIC Affidavit

Identification Cards
305-347-4955

Security Gate "Technical" Questions
305-347-4845

Seaport Security Operations
305-347-4800

Gate Manual

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REQUIRED DOCUMENTS
PORT OF MIAMI
IDENTIFICATION CARD

In order to facilitate the issuance of your Port of Miami Identification Card, please ensure that you have the necessary documents required for the type of identification card for which you are applying.

POM GREEN ID CARD
(UNESCORTED ACCESS)

Individual must possess a TWIC card in order to obtain a green POM ID with unescorted access to restricted areas. This POM ID will have the same expiration as the TWIC card (up to 5 years). Applicants must fill out an application and sign an affidavit.

POM YELLOW ID CARD
(ESCORTED ACCESS)

Individual does not have a TWIC card and is permitted to access restricted areas only under escort from a POM ID / TWIC card holder. This POM ID is issued annually and no affidavit is required.

> Note: Any person conducting an escort of a non-TWIC card holder in a Restricted Access Area must have a valid POM ID and TWIC. Escorts must stay with a non-TWIC card holder at all times.

POM RED ID CARD
(NO ACCESS)

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

<u>NEW APPLICANT</u>:

POM Green ID Card	$	79.00
POM Yellow ID Card	$	98.25
POM Red ID Card	$	55.00
Florida Seaport Reciprocity Card	$	55.00

1. New applicants requesting a Port of Miami Identification Card must present the documents listed below in order to be processed for an identification card.

REQUIRED DOCUMENTS
PORT OF MIAMI
IDENTIFICATION CARD

2. An original letter from the employer, written on company letterhead, stating the reason for requesting a Port of Miami Identification Card and the type of access being requested (restricted areas and/or cargo areas). The letter of request must also contain the following information:
    a. Employee's Full Name
    b. Date of Birth
    c. Driver License Number
    d. Employee's Title
3. Original Driver License
4. Proof of Legal Status and Employment Eligibility in the United States. A list of acceptable documents are as follows:
    - U.S. Passport (unexpired or expired)
    - Voter's registration card (also submit a government-issued photo ID)
    - Certificate of U.S. Citizenship (USCIS Form N-560 or N-561)
    - Certificate of Naturalization (USCIS Form N-550 or N-570)
    - Unexpired Foreign Passport with I-551 stamp or attached Form I-94 indicating unexpired employment authorization
    - Permanent Resident Card or Alien Registration Receipt Card with photograph (USCIS Form I-151 or I-551)
    - Unexpired Temporary Resident Card (USCIS Form I-688)
    - Unexpired Employment Authorization Card (USCIS Form I-688A)
    - Unexpired Reentry Permit (USCIS Form I-327)
    - Unexpired Refugee Travel Document (USIS Form I-571)
    - Unexpired Employment Authorization Document Issued By USCIS that contains a photograph (USCIS Form-I688B)
    - Original or Certified Copy of Birth Abroad issued by the Department of State (Form FS-545 or Form DS-1350)
    - Original or certified copy of a birth certificate issued by a State, county, municipal authority or outlying possession of the United States bearing an official seal
    - Native American tribal document
    - U.S. Citizen ID Card (USCIS Form I-197)
    - ID Card for use of Resident Citizen in the United States
5. Cash, Credit Card (MasterCard, Visa, or American Express), Cashier's Check, Money Order, or Company Check (exact amount only).

REQUIRED DOCUMENTS
PORT OF MIAMI
IDENTIFICATION CARD

RENEWAL APPLICANT:

POM Green ID Card	$	79.00
POM Yellow ID Card	$	98.25
POM Red ID Card	$	55.00
Florida Seaport Reciprocity Card	$	55.00

1. An original letter from the employer written on company letterhead stating the reason for requesting a Port of Miami Identification Card and the type of access being requested (restricted areas and/or cargo areas). The letter must also contain the following information:
    a. Employee's full name
    b. Date of birth
    c. Driver License Number
    d. Employee's title
2. Original Driver License
3. Cash, Credit Card (MasterCard, Visa, or American Express), Cashier's Check, Money Order, or Company Check (exact amount only).

Note: The identification card must be renewed on or before its expiration date.

LOST OR STOLEN CARD:

1. An original letter from the employer written on company stationary stating the reason for requesting a Port identification card and type of access being requested (restricted areas and/or cargo areas). The letter must also contain the following information:
    a. Employee's full name
    b. Date of birth
    c. Driver License Number
    d. Employee's title
2. Police Report (The Credentials Section will re-issue an Identification Card with a case number pending a copy of the police report. Within two weeks (10 business days), the employee must provide a copy of the police report to the Credentials Section. Failure to do so may result in the deactivation of the identification card).
3. Original Driver License

4. **$55.00** Cash, Credit Card (MasterCard, Visa, or American Express), Cashier's Check, Money Order, or Company Check (exact amount only).

   Note: A lost or stolen identification card must be immediately reported to the Port of Miami Credentials Section. This will prevent someone else from gaining access to restricted areas of the Port using your identification card.

CHANGE OF COMPANY:

1. An original letter from the employer written on company stationary stating the reason for requesting a Port of Miami Identification Card and the type of access being requested (restricted areas and/or cargo areas). The letter must also contain the following information:
   a. Employee's full name
   b. Date of birth
   c. Employee's title
2. Original Driver License
3. **$25.00** Cash, Credit Card (MasterCard, Visa, or American Express), Cashier's Check, Money Order, or Company Check (exact amount only).

ONE-DAY PASS:

1. This pass can only be issued five (5) times within a ninety-day (90) period.
2. An original letter from the employer written on company letterhead stating the reason for requesting a "One-Day Pass" and the type of access being requested (restricted areas and/or cargo areas). The letter must also contain the following information:
   a. Employee's full name
   b. Date of birth
   c. Driver License Number; or Passport Number and Country of Issuance
   d. Employee's title
3. Non-U.S. citizen applicants or non-permanent residents of the U.S. must provide a passport along with Form I-94 or the visa waiver.

REQUIRED DOCUMENTS
PORT OF MIAMI
IDENTIFICATION CARD

4. Original Driver License
5. **$9.00** Cash, Credit Card (MasterCard, Visa, or American Express), Cashier's Check, Money Order, or Company Check (exact amount only).

   Note: If you have applied for a permanent Port of Miami Identification Card, a "One-Day Pass" may be issued if the applicant has not exceeded five (5) entries in ninety (90) days.

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

AUTHORIZATION LETTER – SUGGESTED LANGUAGE
SUBMIT ON COMPANY LETTERHEAD

Date

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

To Whom It May Concern:

The names signed below are authorized signatures for seaport credentials (i.e., Port of Miami Identification Card, One-Day Pass, or Special Dock Permits) requests. No other signatures are to be honored. We will notify you immediately of any changes.

We acknowledge that in signing a seaport credential request, the authorized party is certifying that the applicant is employed by our company and that the applicant is being submitted for a seaport credential in accordance with Florida Statute, Chapter 311, Chapter 28A of the Code of Miami-Dade County, and 33 Code of Federal Regulations, Part 105. Additionally, we certify that we are knowledgeable of the Florida Department of Law Enforcement Criminal History Records Checks rules and agree to comply with all provisions of these rules prior to requesting seaport credentials for our employees.

We also agree that this applicant will use the seaport credential only to conduct official business for this company. Finally, we agree to return all seaport credentials immediately upon expiration or termination of the employee. We understand that failure to comply with the above may result in the suspension of seaport credential privileges to our company.

Sincerely,

Signature of Company Representative

_____

Print Name and Title

NOTE: A maximum of 3 authorized signatures are allowed and must be properly listed below. Any additional signatures will cause this document to be invalid.

NAME AND TITLE OF AUTHORIZED COMPANY REPRESENTATIVES:	SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVES:
1. _____	1. _____
2. _____	2. _____
3. _____	3. _____

Revised 10.01.2008

USING YOUR OWN COMPANY'S LETTERHEAD
PLEASE FOLLOW THE FORMAT BELOW

Date

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

Re: Request for a Port of Miami Identification Card (POM ID)

To Whom It May Concern:

We acknowledge that in signing this letter for the request of a POM ID, the authorized party is employed by our company. Additionally, we agree that this applicant will use this POM ID only to conduct business for this company. Finally, we agree to return the POM ID immediately, upon expiration of card or termination of employment. We understand that failure to comply with the above may result in the suspension of POM ID privileges to our company.

1. Employee Information:

Last Name	First Name	Full Middle Name

*Note: Applicant's name must be printed as it appears in the Driver License or other Government issued ID.

Date of Birth	Driver License #	Exp. Date	State of Issuance

2. Reason to Obtain POM ID Card:

☐ New ☐ Renewal ☐ Add Company ☐ Change of Company

☐ Damage / Mutilated ☐ Name Change ☐ Other _____

☐ Lost / Stolen Police Report # _____

3. Type of POM ID Card Being Requested:

☐ Non-Restricted Access ☐ Cargo Areas ☐ Cruise Areas

Sincerely,

_____
Authorized Signature of Company Representative

_____
Authorized Company Representative Name

_____
Title

_____
Contact Phone Number

Revised 10.01.2008

PORT OF MIAMI IDENTIFICATION CARD APPLICATION
NEW

SECTION 1: APPLICANT INFORMATION		
APPLICATION DATE / /	ID#	
LAST NAME	FIRST NAME	
MIDDLE NAME	ALIAS OR NICKNAME	
HOME PHONE	MOBILE PHONE	WORK PHONE
DATE OF BIRTH / /	PLACE OF BIRTH (IF NOT US BORN, PROVIDE PROOF OF WORK ELIGIBILITY)	
HEIGHT	WEIGHT	RACE
HAIR COLOR	EYE COLOR	GENDER MALE ☐ FEMALE ☐
SOCIAL SECURITY#	ALIEN REGISTRATION#	
DRIVER LICENSE#	STATE OF ISSUE	

SECURITY GUARD LICENSE

CLASS D#: _____ CLASS G#: _____

EXPIRATION: / / EXPIRATION: / /

OFFICIAL USE ONLY

REQUIRED DOCUMENTS

- ☐ TWIC CARD
  EXPIRATION: / /
- ☐ US PASSPORT
- ☐ US BIRTH CERTIFICATE
- ☐ NATURALIZATION CERTIFICATE
- ☐ COMPANY LETTER
- ☐ DRIVER LICENSE
- ☐ UNION CARD
- ☐ WORK AUTHORIZATION
  EXPIRATION: / /

PAYMENTS

- ☐ $ 79.00 POM ID, WITH TWIC CARD
- ☐ $ 98.25 POM ID, WITHOUT TWIC CARD
- ☐ $ 25.00 CHANGE OF COMPANY
- ☐ $ 55.00 LOST OR STOLEN
- ☐ $ 55.00 RECIPROCITY

RECEIPT#: _____

☐ CASH ☐ PRE-PAID ☐ COMPANY CHECK

☐ CREDIT ☐ MONEY ORDER

PROCESSED BY: _____

DATE: / /

☐ FINGERPRINTS COMPLETE

TCN#: _____

PROCESSED BY: _____

DATE: / /

PLEASE PROVIDE RESIDENTIAL HISTORY FOR THE PAST FIVE (5) YEARS, START WITH CURRENT ADDRESS

START DATE: / / END DATE: / /

HOME ADDRESS:

CITY: STATE: ZIP:

START DATE: / / END DATE: / /

HOME ADDRESS:

CITY: STATE: ZIP:

START DATE: / / END DATE: / /

HOME ADDRESS:

CITY: STATE: ZIP:

PORT OF MIAMI IDENTIFICATION CARD APPLICATION
NEW

SECTION 2: EMPLOYMENT INFORMATION			OFFICIAL USE ONLY
EMPLOYER'S NAME			**BADGE TYPE** ☐ RED ☐ GREEN ☐ GRAY ☐ YELLOW ☐ GRAY/RED ☐ LAW ENFORCEMENT PORT ID EXPIRATION: / /
EMPLOYER'S ADDRESS			
CITY	STATE	ZIP	
EMPLOYER'S PHONE	EMPLOYER'S FAX		
APPLICANT'S TITLE	APPLICANT'S DEPARTMENT		
RESTRICTED ACCESS AREAS (RAA) ☐ CARGO TERMINAL ☐ CRUISE TERMINAL ☐ CRUISE WATERSIDE ☐ SHED B ☐ PORT BRIDGE PARKING **PUBLIC ACCESS AREAS** ☐ POM ADMINISTRATION OFFICES ☐ ROYAL CARIBBEAN OFFICES			**SPECIAL ACCESS** ☐ MAINTENANCE ☐ IT ☐ ESSENTIAL ☐ PARKING ☐ PORT DIRECTOR

PLEASE PROVIDE EMPLOYEMENT HISTORY FOR THE PAST FIVE (5) YEARS, START WITH CURRENT EMPLOYER

START DATE: / / END DATE: / / TITLE:
COMPANY NAME:
COMPANY ADDRESS:
CITY: STATE: ZIP:

START DATE: / / END DATE: / / TITLE:
COMPANY NAME:
COMPANY ADDRESS:
CITY: STATE: ZIP:

START DATE: / / END DATE: / / TITLE:
COMPANY NAME:
COMPANY ADDRESS:
CITY: STATE: ZIP:

START DATE: / / END DATE: / / TITLE:
COMPANY NAME:
COMPANY ADDRESS:
CITY: STATE: ZIP:

START DATE: / / END DATE: / / TITLE:
COMPANY NAME:
COMPANY ADDRESS:
CITY: STATE: ZIP:

SECTION 3: APPLICANT CRIMINAL BACKGROUND HISTORY DISCLOSURE

Persons seeking unescorted access to Restricted Access Areas (RAA) at the Port of Miami on a regular basis are subject to the requirements of the Maritime Transportation Security Act that authorizes the United States Coast Guard to regulate seaport security, and Title 33, Code of Federal Regulations, Part 105, requires each seaport to have an approved facility security plan. I further understand that compliance with Florida Statute Section 311.12 is part of the Port of Miami's approved Facility Security Plan and that Florida Statute Section 311.12 includes access control provisions requiring criminal background checks for individuals seeking access to the Port of Miami RAA on a regular basis. I further understand that the Port Director may deny my application for access to the Port. **INITIALS:**_____

Any person who has in his or her possession a concealed weapon, or who operates or has possession or control of a vehicle in or upon which a concealed weapon is placed or stored, while in a designated restricted area on seaport property commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083. **INITIALS:**_____

I hereby authorize any representative of the Port of Miami Credentials Section to obtain any records or information pertaining to my arrest record or criminal history, and I direct any representative of any law enforcement or criminal justice agency to release such information upon request of the bearer. ☐ **I AGREE** ☐ **I DECLINE** **INITIALS:**_____

The undersigned applicant acknowledges and consents to the Port of Miami Credentials Section providing the information contained in this application including the applicant's social security number to the U.S. Department of Homeland Security (DHS), Federal Bureau of Investigation, U.S. Customs and Border Protection, Florida Department of Law Enforcement and U.S. Immigration and Customs Enforcement pursuant to applicable federal laws, rules or regulations as may be amended. The information will be disclosed to DHS personnel and contractors or other agents who need information to assist in activities related to port security threat assessments. Applicants who elect to decline authorization for the Port of Miami Credentials Section to transmit their social security number to DHS shall check the "I decline" box below with the understanding that such action may result in delays or make it impossible to complete the assessment.
☐ **I AGREE** ☐ **I DECLINE** **INITIALS:**_____

☐ **I HAVE** or ☐ **I HAVE NOT** used illegal drugs within the three (3) years immediately preceding the date of this statement.
Florida Statute 311.12 (3) (e). **INITIALS:**_____

Have you been at any time incarcerated, convicted or had withhold adjudication of any crime listed below? Please be advised that additional information may be requested for the purpose of verifying criminal history information.

☐ **YES** or ☐ **NO** *If yes, provide date:* / / *Probation/Supervision/Parole end date:* / /

PORT OF MIAMI IDENTIFICATION CARD APPLICATION
NEW

YOU ARE DISQUALIFIED FROM EMPLOYMENT WITHIN OR UNESCORTED ACCESS TO SECURE OR RESTRICTED AREAS OF FLORIDA PUBLIC SEAPORTS, IF WITHIN THE PAST SEVEN (7) YEARS:

- **YOU WERE CONVICTED OF, OR ENTERED A PLEA OF GUILTY OR NOLO CONTENDERE TO, REGARDLESS OF ADJUDICATION, OR WERE FOUND NOT GUILTY BY REASON OF INSANITY FOR**
- **ANY OF THE OFFENSES LISTED BELOW,**
- **IN ANY JURISDICITION, CIVILIAN OR MILITARY, INCLUDING COURTS-MARTIAL CONDUCTED BY THE ARMED FORCES OF THE UNITED STATES.**

OR, IF WITHIN THE PAST FIVE (5) YEARS:

- **YOU WERE RELEASED FROM INCARCERATION OR WERE UNDER ANY SUPERVISION IMPOSED AS A RESULT OF SENTENCING,**
- **FOR COMMITTING ANY OF THE DISQUALIFYING CRIMES LISTED BELOW,**
- **IN ANY JURISDICTION, CIVILIAN OR MILITARY.**

INDICATE BELOW IF ANY OF THE CONDITIONS APPLY.

OFFENSE	YES	NO	OFFENSE	YES	NO
Treason			Aircraft Piracy		
Murder			Unlawful throwing, placing, or discharging of a destructive device or bomb		
Manslaughter			Any felony which involves the use or threat of physical force or violence against any individual		
Felony involving theft			Forcing, compelling, or coercing another to become a prostitute		
Planting a hoax bomb			Abuse and neglect of an elderly person or disabled adult, penalties		
Sexual Battery			Abuse and neglect of a child, penalties		
Carjacking			Offenses against police dogs, fire dogs, SAR dogs, or police horses		
Home Invasion Robbery			Subversive activities unlawful, penalty		
Robbery			Terrorism, including any offense against computer users		
Burglary			Any violation involving the manufacture, possession, sale, delivery, display, use, or attempted use of a weapon of mass destruction or hoax weapon of mass destruction		
Arson			Dealing in stolen property		
Kidnapping			Any violation involving the importation, sale, manufacturing, delivery, or possession with intent to sell, manufacture, or deliver a controlled substance		
Aggravated Assault			Commission or attempted commission of a felony while displaying, using, threatening, or attempting to use a firearm or weapon		
Aggravated Battery			Any crime with an element of which include use or possession of a firearm		
Aggravated Stalking			Use of commercial transportation in the commission of a felony		
Racketeering			Criminal use of personal identification		
Money Laundering			Violation relating to the transportation of hazardous materials		
Bribery			Criminal anarchy or inciting insurrection		
			Conspiracy to commit any of the above listed offenses		

PORT OF MIAMI IDENTIFICATION CARD APPLICATION
NEW

PLEASE INDICATE THAT YOU HAVE READ AND UNDERSTAND EACH STATEMENT BY PROVIDING YOUR INITIALS IN THE BOX TO THE LEFT OF THE STATEMENT.	
	ID Card Holders must maintain a valid identification card. A valid identification card has a current expiration date and has been issued in accordance with the U.S. Coast Guard approved Port of Miami Facility Security Plan. ID Card Holders with expired ID cards are considered new applicants applying for clearance in accordance with Florida Department of Law Enforcement requirements.
	ID Card Holders must comply with all port access control procedures.
	All ID cards are the property of the Port of Miami and shall be surrendered upon termination of employment to your former employer or the Port of Miami Credentials Section. Failure to do so shall constitute a violation of Chapter 28A of Miami-Dade County.
	ID cards are not transferable and must be visibly displayed, above the waist, at all times while on the Port of Miami as well as while visiting and/or working within the restricted areas of the Port.
	In the event of a loss or theft of an ID card, ID Card Holders must immediately notify his/her employer or the Port of Miami Credentials Section. A police report must be prepared for such an occurrence. A replacement fee of $55.00 will be assessed and collected by the Port of Miami Credentials Section before a replacement ID card is issued. At the time of the replacement card request, a new verification of employment may be required.
	The Seaport Director reserves the right to revoke authorization to possess an ID card.
	ID Card Holders working in an area of cargo operations or other restricted areas are responsible for notifying a law enforcement officer, security officer, private security guard or seaport employee of any individual(s) not visibly displaying or producing upon request an ID card, in violation of Chapter 28A. All ID Card Holders are required to immediately report suspicious activity and suspected violations of federal, state or local laws and ordinance violations. This shall include suspected violations of United States Coast Guard, U.S. Customs and Border Protection and Florida Department of Law Enforcement Compliance Regulations and Standards, to the Seaport Director, any member of the Port of Miami, the Miami-Dade Police Department or any member of agencies charged with securing the security of the Port of Miami.
	ID Card Holders shall within ten (10) days report in writing to the Port of Miami Credentials Section, 1001 N. America Way, Suite 111, Miami, FL, 33132, any felony arrest, conviction, or finding of guilt. Failure to notify the Port of Miami Credentials Section of this information will result in immediate deactivation of the ID card and may subject the individual to permanent revocation of the ID card.
	ID Card Holders shall within ten (10) days notify the Port of Miami Credentials Section of any change in employment or personal data information such as changes in legal name, contact information such as address and telephone number. A replacement fee of $25.00 will be assessed and collected by the Port of Miami Credentials Section before a replacement ID card is issued.

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

I have read and agree to abide by the responsibilities set forth in this identification card request. I understand that a knowing and willful false statement on this application can be punished by fine or imprisonment or both. I understand that knowingly providing false information on this application or any portion of the ID application process may subject me to criminal prosecution and will minimally result in the permanent denial or revocation of my Port of Miami ID card. I understand that upon termination of my official employment at the Port of Miami, in any capacity where I am required to have the issued Port of Miami ID card, I will immediately return my ID card to my former employer or directly to the Port of Miami Credentials Section and that failure to do so will constitute a violation of Miami-Dade County Ordinance.

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

OFFICIAL USE ONLY	
APPLICATION VERIFIED BY	DATE
COMMENTS	

PORT OF MIAMI IDENTIFICATION CARD APPLICATION
RENEW

SECTION 1: APPLICANT INFORMATION		
APPLICATION DATE / /	ID#	
LAST NAME	FIRST NAME	
MIDDLE NAME	ALIAS OR NICKNAME	
HOME PHONE	MOBILE PHONE	WORK PHONE
DATE OF BIRTH / /	PLACE OF BIRTH (IF NOT US BORN, PROVIDE PROOF OF WORK ELIGIBILITY)	
HEIGHT	WEIGHT	RACE
HAIR COLOR	EYE COLOR	GENDER MALE ☐ FEMALE ☐
SOCIAL SECURITY#	ALIEN REGISTRATION#	
DRIVER LICENSE#	STATE OF ISSUE	

SECURITY GUARD LICENSE

CLASS D#: _____ CLASS G#: _____

EXPIRATION: / / EXPIRATION: / /

HOME ADDRESS:

CITY: STATE: ZIP:

OFFICIAL USE ONLY

REQUIRED DOCUMENTS

- ☐ TWIC CARD
  EXPIRATION: / /
- ☐ US PASSPORT
- ☐ US BIRTH CERTIFICATE
- ☐ NATURALIZATION CERTIFICATE
- ☐ COMPANY LETTER
- ☐ DRIVER LICENSE
- ☐ UNION CARD
- ☐ WORK AUTHORIZATION
  EXPIRATION: / /

PAYMENTS

- ☐ $ 79.00 POM ID, WITH TWIC CARD
- ☐ $ 98.25 POM ID, WITHOUT TWIC CARD
- ☐ $ 25.00 CHANGE OF COMPANY
- ☐ $ 55.00 LOST OR STOLEN
- ☐ $ 55.00 RECIPROCITY

RECEIPT#: _____

☐ CASH ☐ PRE-PAID ☐ COMPANY CHECK

☐ CREDIT ☐ MONEY ORDER

PROCESSED BY: _____

DATE: / /

☐ FINGERPRINTS COMPLETE

TCN#: _____

PROCESSED BY: _____

DATE: / /

SECTION 2: EMPLOYMENT INFORMATION		
EMPLOYER'S NAME		
EMPLOYER'S ADDRESS		
CITY	STATE	ZIP
EMPLOYER'S PHONE	EMPLOYER'S FAX	
APPLICANT'S TITLE	APPLICANT'S DEPARTMENT	

RESTRICTED ACCESS AREAS (RAA)

☐ CARGO TERMINAL ☐ CRUISE TERMINAL ☐ CRUISE WATERSIDE

☐ SHED B ☐ PORT BRIDGE PARKING

PUBLIC ACCESS AREAS

☐ POM ADMINISTRATION OFFICES ☐ ROYAL CARIBBEAN OFFICES

OFFICIAL USE ONLY

BADGE TYPE

☐ RED ☐ GREEN ☐ GRAY

☐ YELLOW ☐ GRAY/RED

☐ LAW ENFORCEMENT

PORT ID EXPIRATION: / /

SPECIAL ACCESS

☐ MAINTENANCE ☐ IT

☐ ESSENTIAL ☐ PARKING

☐ PORT DIRECTOR

SECTION 3: APPLICANT CRIMINAL BACKGROUND HISTORY DISCLOSURE

Persons seeking unescorted access to Restricted Access Areas (RAA) at the Port of Miami on a regular basis are subject to the requirements of the Maritime Transportation Security Act that authorizes the United States Coast Guard to regulate seaport security, and Title 33, Code of Federal Regulations, Part 105, requires each seaport to have an approved facility security plan. I further understand that compliance with Florida Statute Section 311.12 is part of the Port of Miami's approved Facility Security Plan and that Florida Statute Section 311.12 includes access control provisions requiring criminal background checks for individuals seeking access to the Port of Miami RAA on a regular basis. I further understand that the Port Director may deny my application for access to the Port. **INITIALS:**_____

Any person who has in his or her possession a concealed weapon, or who operates or has possession or control of a vehicle in or upon which a concealed weapon is placed or stored, while in a designated restricted area on seaport property commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083. **INITIALS:**_____

I hereby authorize any representative of the Port of Miami Credentials Section to obtain any records or information pertaining to my arrest record or criminal history, and I direct any representative of any law enforcement or criminal justice agency to release such information upon request of the bearer. ☐ **I AGREE** ☐ **I DECLINE** **INITIALS:**_____

The undersigned applicant acknowledges and consents to the Port of Miami Credentials Section providing the information contained in this application including the applicant's social security number to the U.S. Department of Homeland Security (DHS), Federal Bureau of Investigation, U.S. Customs and Border Protection, Florida Department of Law Enforcement and U.S. Immigration and Customs Enforcement pursuant to applicable federal laws, rules or regulations as may be amended. The information will be disclosed to DHS personnel and contractors or other agents who need information to assist in activities related to port security threat assessments. Applicants who elect to decline authorization for the Port of Miami Credentials Section to transmit their social security number to DHS shall check the "I decline" box below with the understanding that such action may result in delays or make it impossible to complete the assessment.
☐ **I AGREE** ☐ **I DECLINE** **INITIALS:**_____

☐ **I HAVE** or ☐ **I HAVE NOT** used illegal drugs within the three (3) years immediately preceding the date of this statement.
Florida Statute 311.12 (3) (e). **INITIALS:**_____

Have you been at any time incarcerated, convicted or had withhold adjudication of any crime listed below? Please be advised that additional information may be requested for the purpose of verifying criminal history information.

☐ **YES** or ☐ **NO** *If yes, provide date:* / / *Probation/Supervision/Parole end date:* / /

Port of Miami

PORT OF MIAMI IDENTIFICATION CARD APPLICATION RENEW

MIAMI-DADE COUNTY

YOU ARE DISQUALIFIED FROM EMPLOYMENT WITHIN OR UNESCORTED ACCESS TO SECURE OR RESTRICTED AREAS OF FLORIDA PUBLIC SEAPORTS, IF WITHIN THE PAST SEVEN (7) YEARS:

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- **ANY OF THE OFFENSES LISTED BELOW,**
- **IN ANY JURISDICITION, CIVILIAN OR MILITARY, INCLUDING COURTS-MARTIAL CONDUCTED BY THE ARMED FORCES OF THE UNITED STATES.**

OR, IF WITHIN THE PAST FIVE (5) YEARS:

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- **FOR COMMITTING ANY OF THE DISQUALIFYING CRIMES LISTED BELOW,**
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INDICATE BELOW IF ANY OF THE CONDITIONS APPLY.

OFFENSE	YES	NO	OFFENSE	YES	NO
Treason			Aircraft Piracy		
Murder			Unlawful throwing, placing, or discharging of a destructive device or bomb		
Manslaughter			Any felony which involves the use or threat of physical force or violence against any individual		
Felony involving theft			Forcing, compelling, or coercing another to become a prostitute		
Planting a hoax bomb			Abuse and neglect of an elderly person or disabled adult, penalties		
Sexual Battery			Abuse and neglect of a child, penalties		
Carjacking			Offenses against police dogs, fire dogs, SAR dogs, or police horses		
Home Invasion Robbery			Subversive activities unlawful, penalty		
Robbery			Terrorism, including any offense against computer users		
Burglary			Any violation involving the manufacture, possession, sale, delivery, display, use, or attempted use of a weapon of mass destruction or hoax weapon of mass destruction		
Arson			Dealing in stolen property		
Kidnapping			Any violation involving the importation, sale, manufacturing, delivery, or possession with intent to sell, manufacture, or deliver a controlled substance		
Aggravated Assault			Commission or attempted commission of a felony while displaying, using, threatening, or attempting to use a firearm or weapon		
Aggravated Battery			Any crime with an element of which include use or possession of a firearm		
Aggravated Stalking			Use of commercial transportation in the commission of a felony		
Racketeering			Criminal use of personal identification		
Money Laundering			Violation relating to the transportation of hazardous materials		
Bribery			Criminal anarchy or inciting insurrection		
			Conspiracy to commit any of the above listed offenses		

INITIALS:_____

PORT OF MIAMI IDENTIFICATION CARD APPLICATION
RENEW

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	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 $55.00 will be assessed and collected by the Port of Miami Credentials Section before a replacement ID card is issued. At the time of the replacement card request, a new verification of employment may be required.
	The Seaport Director reserves the right to revoke authorization to possess an ID card.
	ID Card Holders working in an area of cargo operations or other restricted areas are responsible for notifying a law enforcement officer, security officer, private security guard or seaport employee of any individual(s) not visibly displaying or producing upon request an ID card, in violation of Chapter 28A. All ID Card Holders are required to immediately report suspicious activity and suspected violations of federal, state or local laws and ordinance violations. This shall include suspected violations of United States Coast Guard, U.S. Customs and Border Protection and Florida Department of Law Enforcement Compliance Regulations and Standards, to the Seaport Director, any member of the Port of Miami, the Miami-Dade Police Department or any member of agencies charged with securing the security of the Port of Miami.
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CERTIFICATION OF THE APPLICANT WITH RESPECT TO THIS
APPLICATION PROCESS REQUIRING FULL DISCLOSURE OF INFORMATION

I have read and agree to abide by the responsibilities set forth in this identification card request. I understand that a knowing and willful false statement on this application can be punished by fine or imprisonment or both. I understand that knowingly providing false information on this application or any portion of the ID application process may subject me to criminal prosecution and will minimally result in the permanent denial or revocation of my Port of Miami ID card. I understand that upon termination of my official employment at the Port of Miami, in any capacity where I am required to have the issued Port of Miami ID card, I will immediately return my ID card to my former employer or directly to the Port of Miami Credentials Section and that failure to do so will constitute a violation of Miami-Dade County Ordinance.

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

OFFICIAL USE ONLY	
APPLICATION VERIFIED BY	DATE
COMMENTS	

PORT OF MIAMI IDENTIFICATION CARD APPLICATION
LOST/STOLEN, DAMAGED, OR CHANGE OF COMPANY

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

SECTION 2: EMPLOYMENT INFORMATION			OFFICIAL USE ONLY
EMPLOYER'S NAME			**BADGE TYPE** ☐ RED ☐ GREEN ☐ GRAY ☐ YELLOW ☐ GRAY/RED ☐ LAW ENFORCEMENT PORT ID EXPIRATION: / / **SPECIAL ACCESS** ☐ MAINTENANCE ☐ IT ☐ ESSENTIAL ☐ PARKING ☐ PORT DIRECTOR **APPLICATION VERIFIED BY:** _____ **DATE:** / /
EMPLOYER'S ADDRESS			
CITY	STATE	ZIP	
EMPLOYER'S PHONE	EMPLOYER'S FAX		
CERTIFICATION OF THE APPLICANT WITH RESPECT TO THIS APPLICATION PROCESS REQUIRING FULL DISCLOSURE OF INFORMATION **I have read and agree to abide by the responsibilities set forth in this identification card request. I understand that a knowing and willful false statement on this application can be punished by fine or imprisonment or both. I understand that knowingly providing false information on this application or any portion of the ID application process may subject me to criminal prosecution and will minimally result in the permanent denial or revocation of my Port of Miami ID card. I understand that upon termination of my official employment at the Port of Miami, in any capacity where I am required to have the issued Port of Miami ID card, I will immediately return my ID card to my former employer or directly to the Port of Miami Credentials Section and that failure to do so will constitute a violation of Miami-Dade County Ordinance.**			

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

OFFICE OF THE DIRECTOR ~ 1015 NORTH AMERICA WAY, 2ND FLOOR ~ MIAMI, FLORIDA 33132-2081 ~ PHONE (305) 371-PORT (371-7678) ~ FAX (305) 347-4843

Annex to Seaport Identification Card Application

I acknowledge that I have received my Seaport Identification Card and a copy of the *"Security Awareness and Regulations Booklet"* upon receipt of my Seaport Identification Card. I understand it is my responsibility to read the booklet and familiarize myself with security requirements and regulations.

Applicant Name: _____
(Print)

Applicant Signature: _____ _____
Date

ID Processor Name: _____
(Print)

ID Processor Signature: _____ _____
Date

portofmiami@co.miami-dade.fl.us
MIAMI-DADE COUNTY FLORIDA SEAPORT DEPARTMENT
www.metro-dade.com/portof miami

Port of Miami

PORT OF MIAMI
SPECIAL DOCK PERMIT APPLICATION

MIAMI-DADE COUNTY

NEW APPLICATION ☐ **RENEWAL APPLICATION** ☐ **CHANGE OF COMPANY** ☐

DATE: _____

ID#: _____ EXPIRATION DATE: _____

NAME OF APPLICANT: _____

SIGNATURE OF APPLICANT: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____ EMAIL: _____

NAME OF AUTHORIZED COMPANY REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____

CRUISE ☐ **CARGO** ☐

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

COLOR: _____ VIN NO: _____ INSURANCE EXPIRATION: _____

REGISTERED OWNER: _____

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

OFFICIAL USE ONLY

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

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

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

ASSISTANT PORT DIRECTOR, MARITIME SERVICES **DATE**

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

PORT DIRECTOR **DATE**

PAYMENTS

☐	$200.00	CRUISE
☐	$200.00	CARGO
☐	$200.00	CRUISE & CARGO
☐	$55.00	LOST/STOLEN
☐	$25.00	CHANGE OF COMPANY

TOTAL PERMITS ISSUED TO THIS COMPANY

CARGO _____

CRUISE _____

COMMENTS:

ISSUED BY: _____ EXPIRATION DATE: _____ Revised 02.10.2010

PORT OF MIAMI IDENTIFICATION CARD APPLICATION
NO ACCESS TO RESTRICTED AREA (RED BADGE)

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

SECTION 2: EMPLOYMENT INFORMATION			OFFICIAL USE ONLY
EMPLOYER'S NAME			**BADGE TYPE** ☐ RED ☐ GREEN ☐ GRAY ☐ YELLOW ☐ GRAY/RED ☐ LAW ENFORCEMENT PORT ID EXPIRATION: / / **SPECIAL ACCESS** ☐ MAINTENANCE ☐ IT ☐ ESSENTIAL ☐ PARKING ☐ PORT DIRECTOR **APPLICATION VERIFIED BY:** _____ **DATE:** / /
EMPLOYER'S ADDRESS			
CITY	STATE	ZIP	
EMPLOYER'S PHONE	EMPLOYER'S FAX		
CERTIFICATION OF THE APPLICANT WITH RESPECT TO THIS APPLICATION PROCESS REQUIRING FULL DISCLOSURE OF INFORMATION **I have read and agree to abide by the responsibilities set forth in this identification card request. I understand that a knowing and willful false statement on this application can be punished by fine or imprisonment or both. I understand that knowingly providing false information on this application or any portion of the ID application process may subject me to criminal prosecution and will minimally result in the permanent denial or revocation of my Port of Miami ID card. I understand that upon termination of my official employment at the Port of Miami, in any capacity where I am required to have the issued Port of Miami ID card, I will immediately return my ID card to my former employer or directly to the Port of Miami Credentials Section and that failure to do so will constitute a violation of Miami-Dade County Ordinance.**			

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

SEAPORT SECURITY

WHY IS IT IMPORTANT?

WHAT YOU NEED TO KNOW?

WHY ARE YOU IMPORTANT?

We will attempt in this booklet to explain why the success of the Port of Miami Identification Card (POM ID) Program and compliance with the Port of Miami (POM) Facility Security Plan (FSP) is directly dependent upon you, the ID card holder.

In order for the Port of Miami to operate as a seaport, it must meet certain criteria established by Federal, State and Local Authorities. Therefore, knowing and understanding these regulations and ensuring compliance with these regulations is critical to the success of the Port's FSP.

Access to the Restricted Access Areas (RAA) of the Port is a privilege which can be revoked, suspended, or denied anytime an individual or company is found to be in noncompliance with Federal, State, or Local rules and regulations.

Therefore, it is importance that you read this booklet very carefully. In it you will find:

- What constitutes a Restricted Access Area and what you need be aware of while in these areas.
- Employees' Responsibilities.
- Enforcement of Violations.
- Procedures for reinstating a confiscated POM ID.

RESTRICTED ACCESS AREA (RAA):

It is any area identified by the Port, which an individual is required to continuously display a valid POM ID card. POM RAAs and restricted area warning signage is clearly posted to indicate that access to these areas is restricted and unauthorized presence within the area constitutes a breach of seçurity. The RAAs are cargo storage or staging areas, docks and berths, fuel storage or transfer yards, cruise terminals when in use for cruise operation, the areas underneath the Main Port Bridge and/or any other area designated by the Port, as needed.

To identify and maintain accountability of those employees allowed to be in the RAA, controlled areas of the Port, and/or on the Port on a regular basis for work purposes and to maintain Port security as required by the U.S. Department of Homeland Security (DHS), U.S. Coast Guard, the Florida Department of Law Enforcement (FDLE), and Miami-Dade County, the Port of Miami has developed an Identification Card Program.

The Port issues an ID card to individuals permanently employed contingent upon the successful completion of a fingerprint based criminal history background check. In addition, the ID card is color-coded based on the type of access required for the performance of their duties.

POM GREEN ID CARD (UNESCORTED ACCESS)

Individual must possess a TWIC card in order to obtain a green POM ID with unescorted access to restricted areas. This POM ID will have the same expiration as the TWIC card (up to 5 years). Applicants must fill out an application and sign an affidavit.

POM YELLOW ID CARD (ESCORTED ACCESS)

Individual does not have a TWIC card and is permitted to access restricted areas only under escort from a POM ID / TWIC card holder. This POM ID is issued annually and no affidavit is required.

Note: Any person conducting an escort of a non-TWIC card holder in a Restricted Access Area must have a valid POM ID and TWIC. Escorts must stay with a non-TWIC card holder at all times.

POM RED ID CARD
(NO ACCESS)

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

EMPLOYEE'S RESPONSIBILTY:

As a POM ID card holder, it is the employee's responsibility to ensure that he/she complies with the following requirements:

- Employees must maintain a valid (issued or approved by the Port of Miami) and current (not expired) identification card at all times. Identification cards shall be worn conspicuously on the outer garment of the bearer, in plain view above the waist. If an employee allows their POM ID card to expire they will have to reapply for authorization, similar to a new applicant, in order to renew the POM ID card.
- Employees must comply with all Port access control and POM ID card media systems.
- Employees must maintain their POM ID card in good condition at all times. This means that the card may not be damaged or mutilated.
- Employees must be aware that a POM ID card may not be transferable at any time for any purpose.
- Employees must be aware that POM ID cards are the property of the Miami-Dade County Seaport Department and shall be surrendered upon termination of employment or expiration.
- Employees must immediately notify their company and the Miami-Dade County Seaport Credentials Section in the event of a loss or theft of the POM ID card. A replacement fee of $55.00, subject to Code, will be assessed and collected by the Miami-Dade County Seaport Credentials Section before a replacement POM ID card is issued. A police report documenting the loss or theft of the POM ID card must also be submitted to the Credentials Section.
- Employees must, when working in a cargo operations area or other restricted area, notify a law enforcement officer, seaport security officer, or other designated security entity whenever he/she observes any individual not wearing a POM ID card, or any violation of Chapter 28A, or Section 311.12, Florida Statutes.
- Employees must immediately report in writing to the Miami-Dade County Seaport Credentials Section any felony arrest, conviction, or finding of guilt, any misdemeanor arrest, conviction, or finding of guilt involving a firearm and within ten (10) days, any changes in the data submitted on the initial application for the POM ID card, or any change in employment.
- Employees, who operate a for-hire vehicle, other than a taxi cab, shall maintain a manifest or trip sheet on a form approved by the Consumer Services Department. The trip sheet or manifest shall include, but not be limited to the following information on each trip: name of chauffeur, vehicle number, date, time, origin, destination, names and number of passengers, and rate of fare.
- No employee, who operates a for-hire vehicle, other than a taxi cab, shall solicit passengers or drive his or her vehicle back and forth in front of any terminal at the Port of Miami.
- No employee, who operates a for-hire vehicle, shall use abusive language or be discourteous to other employees, passengers, and/or enforcement personnel.
- No employee shall commit the offense of trespassing. An employee commits

trespassing when, without being fully authorized, licensed or invited, willfully enters or remains at a port facility or property, or a portion thereof, is warned or ordered by authorized Seaport Department personnel or a Law Enforcement Officer to depart, and the employee refuses to do so.

- No employee shall enter an area of cargo operations or other restricted area unless clearly displaying an identification card allowing for such access.
- No employee entering or attempting to enter, being within, or departing from or attempting to depart the area of cargo operations or restricted area of the Port shall refuse to produce for inspection at the request of the Port Director or Seaport Department employee or any Law Enforcement Officer a POM Identification card.
- No employee shall operate any vehicle or motor vehicle within the area of cargo operations or other restricted area without a vehicle or motor vehicle identification decal.
- No employee shall leave their vehicle unattended.
- No employee shall disclose any information regarding the Port of Miami Facility Security Plan (FSP) or any Port tenant's Facility Security Plan.
- No employee shall forge, counterfeit, alter, erase, obliterate or transfer any POM ID card, permit, pass, lease, record, form, badge or other instrument or document, issued or maintained by the County Manager or Port Director, pursuant to Chapter 28A.
- No employee shall have in his/her possession any forged, counterfeit, altered, erased, obliterated or transferred POM ID card, permit, pass, lease, record, form, badge or other instrument or document issued or maintained by the County Manager or Port Director.
- No employee shall have in his/her possession the POM ID card of another individual.
- No employee shall allow or provide access to the restricted areas to a non-credentialed individual.
- No employee shall access the Port and/or the cargo areas when "off-duty". Employees without a company operational need to be on the Port and/or in the restricted and/or cargo areas will be challenged.

Note: POM ID card rules and regulations apply to everyone without exception, regardless of duties, affiliation, position, or past practices. The Port Director or his designee reserves the right to revoke authorization to possess an identification card when such action is warranted.

PROVIDING FALSE INFORMATION TO OBTAIN A SEAPORT SECURITY IDENTIFICATION CARD IS A FELONY UNDER SECTION FLORIDA STATUE 817.021:

Any person who willfully and knowingly provides false information in obtaining or attempting to obtain a seaport security identification card commits a felony of the third degree, punishable by 5 years in jail and a $5000 fine in s. 775.082 or s. 775.083.

You are hereby notified that any false information found upon review of your background check and POM ID card application will be reported to the appropriate authority for investigation and subsequent prosecution.

SECURITY VIOLATIONS AND ENFORCEMENT PROCEDURES:

Employees are required to abide by all Federal, State and Local security regulations, policies, and procedures.

Failure to comply with these regulations may result in the confiscation of the POM ID card.

In addition, it is important to remember that if any of these security violations occur in the presence of or is found by a Miami-Dade Police Officer you may be issued a Promise to Appear (PTA), which is a misdemeanor arrest, a fine not to exceed five hundred dollars ($500.00), or imprisonment for a period of not more than sixty (60) days, or both; provided, however, that parking and pedestrian violations shall be punished by fine not to exceed the maximum allowable fine prescribed by the Laws of the State of Florida and/or the Code of Miami-Dade County, Florida.

All the rules and regulations listed in this pamphlet are pursuant to either Florida Statute 311.12, Miami-Dade County Ordinance Chapter 28A, any other Florida statutes or Miami-Dade County ordinances referred to therein, and our Port Facility Security Plan. For further reference or to gain more information regarding these laws you may feel free to access either the Florida Statutes or the Miami-Dade County ordinances which are all public records.

PROCEDURES FOR RETRIEVING A CONFISCATED POM ID CARD:

To retrieve a confiscated POM ID card, the employee shall contact the Credentials Section at (305) 347-4955/56 to schedule an appointment to discuss confiscation of the POM ID card and appropriate rules and regulations. The employee's supervisor will also be required to attend the meeting in order to discuss the violation and to review security procedures.

Following the meeting the employer will be required to submit within fourteen (14) days a written document explaining the actions taken to raise the level of security awareness among its employees.

It should be noted that the Port reserves the right to revoke the individual's POM ID card privileges if the individual is found to pose a threat to the security of the Port or is a habitual violator.

IMPORTANT REMINDER: EVERYONE IS A CRITICAL PART OF THE SECURITY TEAM.

Port of Miami
1015 North America Way, 2nd Floor
Miami, Florida 33132-2081
T 305-371-7678 F 305-347-4843
www.miamidade.gov/portofmiami

miamidade.gov

WORKZONE AUTHORIZATION APPLICATION

PRIMARY CONTACT: _____

TELEPHONE: _____
Main *Alternate*

DATE OF WORK: _____

LOCATION: _____

COMPANY NAME: _____

DRIVER #1: _____
First Name *Last Name* *Port ID #*

DRIVER #2: _____
First Name *Last Name* *Port ID #*

DRIVER #3: _____
First Name *Last Name* *Port ID #*

VEHICLE #1: _____
Year *Make* *Model* *Tag #*

VEHICLE #2: _____
Year *Make* *Model* *Tag #*

VEHICLE #3: _____
Year *Make* *Model* *Tag #*

Pursuant to security procedures, this application requests temporary commercial/construction vehicle access and parking to areas adjacent to a cruise terminal or wharf areas for the purposes of construction and other critical maintenance or repair work. Fax completed application to:

PORT OF MIAMI SECURITY
1001 North America Way, Suite 104

FAX (305) 347–4894

TEL (305) 347–4966 or
(305) 371-7678

VERSION 2.0
REVISED 12/14/2007

Port of Miami

305-347-4800

Advance Notification Of Vessel Stores Delivery

PHN: 305-347-4880
FAX: 305-347-4894

Cruise-Cargo Line Name _____ Date Of Delivery _____ Ship Name _____

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

NOTICE:

Pursuant to Maritime Security Regulations-33CFR 105.270 (b2), which states: That the Facility owner or operator (Port of Miami) must receive advance notification of vessel stores or bunkers delivery, including a list of stores, delivery driver information, and vehicle registration information. This list must be faxed to the Miami-Dade Police Department (MDPD) in advance of the delivery. E-mails will not be accepted. All delivery vehicles must be screened at an MDPD Commercial Vehicle Inspection Station. Deliveries not on an advance notification list will not be authorized to complete delivery.

Any discrepancies are the responsibility of the cruise line.

Maverick Form/2005

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Transportation Worker Identification Credential (TWIC)

Approved Identity Verification Documents

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

List A (one document)

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

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

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

- U. S. Social Security card
- U. S. Citizen card I-197
- U. S. Military discharge papers DD-214
- Department of Transportation (DOT) medical card
- Civil marriage certificate
- MML (Merchant Mariner License) bearing an official raised seal, or a certified copy

AFFIDAVIT OF

_____

PRINT FULL NAME (last name, first name, middle initial)

SUBMISSION OF FALSE INFORMATION ON THIS AFFIDAVIT IS A FELONY UNDER FLORIDA LAW AND WILL, UPON CONVICTION, RESULT IN DISQUALIFICATION FOR ACCESS TO A SECURE OR RESTRICTED AREA OF A SEAPORT.

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

STATE OF FLORIDA
COUNTY OF _____

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

1. I, the Affiant, have personal knowledge of all matters set forth in this Affidavit.
2. I understand that, at my own expense, I may consult with an attorney of my choice prior to signing this Affidavit.
3. My federal Transportation Worker Identification Credential (TWIC) is currently valid and in full force and effect.
4. My TWIC expires on _____ (day) _____ (month) _____ (year).
5. I did not receive my TWIC through the TWIC waiver process for disqualifying criminal history under federal law.
6. I have read and understand the information on the reverse side/page 2 of this Affidavit.
7. During the seven (7) years before the date of this Affidavit, I have not, in any jurisdiction, civilian or military, been convicted of, entered a plea of guilty or nolo contendere to, regardless of adjudication, or been found not guilty by reason of insanity for, any offense which is disqualifying under Section 311.12(7), Florida Statutes (2009) (as listed on the reverse side/page 2 of this Affidavit).
8. During the five (5) years before the date of this Affidavit, I was not released from incarceration and have not been under any supervision imposed as a result of sentencing, for committing any offense which is disqualifying under Section 311.12(7), Florida Statutes (as listed on the reverse side/page 2 of this Affidavit), in any jurisdiction, civilian or military.
9. I understand that the submission of false information on this Affidavit is a felony of the third degree, punishable as provided in Section 775.082, Section 775.083, or Section 775.084 of the Florida Statutes, and that, upon conviction of this felony, I will forfeit all privilege of access to secure or restricted areas of a seaport and will be disqualified from future approval for access to such areas.

_____
AFFIANT SIGNATURE

STATE OF FLORIDA
COUNTY OF _____

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

by _____.

NOTARY SEAL (STAMP):

_____
Signature of Notary Public – State of Florida

_____
Print/Type/Stamp Commissioned Name of Notary

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

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

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

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

OR

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

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

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

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

Initials of Affiant _____

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