

Memorandum



Date: February 7, 2012

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

From: Carlos A. Gimenez
Mayor 

Subject: Contract Award Recommendation for Design Services (re-use of plans) for Area 2
(Bays 177-183) Construction of Seawall – Project No.: 2009-043; Contract No.: E03-SEA-05-2
to CH2M Hill, Inc.

Agenda Item No. 8(K)(1)

Resolution No. R-135-12

Recommendation

The attached Professional Services Agreement (PSA) between CH2M Hill, Inc. ("Consultant") and Miami-Dade County is recommended for a total contract amount of \$264,000.00 as a re-use agreement, incorporating pricing discounts granted by Consultant in exchange for the County's release of claims for errors and omissions of Consultant on a prior project for the Port of Miami.

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 Port of Miami.

Scope

PROJECT NAME: Area 2 (Bays 177-183) Construction of Seawall

PROJECT NO: 2009-043

CONTRACT NO: E03-SEA-05-02

PROJECT DESCRIPTION: Provide professional engineering and construction administration services (to include coordination with all regulatory agencies with the County as appropriate) for the Area 2 (Bays 177-183) Construction of Seawall project ("Area 2 Project"), utilizing existing plans previously provided by Consultant for the Area 3 (Seaboard Terminal) Bulkhead project ("Area 3 Project"). This project will add approximately 600 linear feet of new bulkhead and include steel sheet pile with concrete cap; site civil; excavation and back fill; drainage; asphalt paving; water services; fenders; mooring bollards; and environmental turbidity barriers. The Consultant shall update for re-use, the Area 3 project plans including any necessary engineering design; marine engineering; environmental engineering; transportation system design; cost estimates; schedules; construction documents; environmental and building permitting; bidding assistance; site visits; 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.

PROJECT LOCATION: Port of Miami

PROJECT SITES:	<u>SITE #</u>	<u>LOCATION 1</u>	<u>DIST</u>	<u>ESTIMATE</u>	<u>T-S-R</u>
	#76962	1015 N AMERICA WY	5	\$264,000.00	54-05-42

PRIMARY COMMISSION DISTRICT: District 5 Bruno A. Barreiro

APPROVAL PATH: Board of County Commissioners

OCI A&E PROJECT NUMBER: N/A

USING DEPARTMENT: Port of Miami

MANAGING DEPARTMENT: Port of Miami

Fiscal Impact / Funding Source

FUNDING SOURCE:	<u>SOURCE</u>	<u>PROJECT NUM</u>	<u>SITE #</u>	<u>AMOUNT</u>
	Seaport Bonds/Loans	<u>644520</u>	<u>#76962</u>	<u>\$264,000.00</u>

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 PROJECTS:	CAPITAL BUDGET PROJECT # - DESCRIPTION	<u>AWARD ESTIMATE</u>
	644520 – CONTAINER YARD IMPROVEMENTS - SEABOARD Book Page: 41 Funding Year: Proposed Capital Budget Book for FY 11-12 as Adopted, FY 2011-12 Funds (Seaport Bonds/Loans)	\$132,000.00
	644520 – CONTAINER YARD IMPROVEMENTS - SEABOARD Book Page: 41 Funding Year: Proposed Capital Budget Book for FY 11-12 as Adopted, FY 2012-13 Funds (Seaport Bonds/Loans)	\$132,000.00

CAPITAL BUDGET PROJECTS TOTAL: \$264,000.00

PROJECT	<u>TYPE</u>	<u>CODE</u>	<u>DESCRIPTION</u>
TECHNICAL CERTIFICATION REQUIREMENTS:	Prime	5.01	PORT AND WATERWAY SYSTEMS - ENGINEERING DESIGN
	Prime	5.08	PORT AND WATERWAY SYSTEMS – MARINE ENGINEERING DESIGN
	Prime	5.09	PORT AND WATERWAY SYSTEMS - ENVIRONMENTAL DESIGN
	Prime	5.10	PORT AND WATERWAY SYSTEMS – TRANSPORTATION SYSTEMS DESIGN
	Prime	17.00	ENGINEERING CONSTRUCTION MANAGEMENT

SUSTAINABLE BUILDINGS ORDINANCE: (I.O NO. 8-8)
 Did the Notice to Professional Consultants contain Specific Language requiring compliance with the Sustainable Buildings Program?
 No; This is a reuse agreement pursuant to Section 287.055(10), Florida Statutes for reuse of plans in connection with construction of Port infrastructure.

NTPC'S DOWNLOADED: 325 (per award of original PSA from 2004)

PROPOSALS RECEIVED: 6 (per award of original PSA from 2004)

ESTIMATED ORIGINAL CONTRACT 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: No

BASE ESTIMATE: \$2,000,00.00 (base estimate of original PSA from 2004)

BASE CONTRACT AMOUNT: \$240,000.00

CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	TYPE	PERCENT	AMOUNT	COMMENT
	PSA	10%	\$24,000.00	

TOTAL DEDICATED ALLOWANCE: \$0.00

TOTAL AMOUNT: \$264,000.00

Track Record / Monitor

SBD HISTORY OF VIOLATIONS: None

EXPLANATION:

Gee and Jenson Engineers-Architects-Planners, Inc., now CH2M Hill, Inc., is the Engineer of Record (EOR) for the Oleta River State Park Mitigation Project ("Oleta Project"), which was completed on March 3, 2010. During construction, it was discovered that the quantities of excavation identified in the drawings by CH2M Hill, Inc. were inaccurate. These errors resulted in a construction cost increase to the County to perform additional excavation to achieve the design as indicated in the permit drawings.

Therefore, a claim was brought against CH2M Hill, Inc., pursuant to the contractual dispute resolution provisions of the contract to recapture these unanticipated costs. The claim amount was based on the fact that the Port paid CH2M Hill, Inc. for a survey of the property, which provided the actual quantity of excavated materials to be removed. However, in developing the bid documents, CH2M Hill, Inc. utilized a different number, presumed to be from an earlier estimate rather than utilizing the detailed survey quantities identified. The primary error in this project was the under estimation of the volume of excavation necessary to complete the project thus costing the County additional dollars.

Through mutual agreement, the County and CH2M Hill, Inc., agreed to resolve the dispute through the re-use of CH2M Hill, Inc.'s design of the Area 3 Project, which was completed on October 25, 2010, for the Area 2 Project. Since these projects are very similar in scope, re-using the design of the Area 3 project for the Area 2 project provides a significant cost savings of approximately \$228,000.00 as shown below and allows the Port of Miami to take advantage of lessons learned during the construction of the Area 3 project.

Project costs for CH2M Hill, Inc. for the Area 3 project were:

Design	\$340,300.00
Bid and Award	\$ 28,600.00
Services During Construction	\$299,400.00
Total	\$668,300.00

Based on a 33% fee for re-use of the design drawings, the Area 2 project's proposal would be:

Design (\$340,300.00 *.33)	\$112,290.00
Bid and Award	\$ 28,600.00
Services During Construction	\$299,400.00
Total	\$440,290.00

The County negotiated a fee consideration of \$200,290.00 based on the cost of additional excavation at Oleta (\$201,264.00) and to settle all errors and omissions claims pertaining to this project. This negotiated fee settlement results in this contract being awarded at a base fee of \$240,000.00, plus a reserved 10% contingency allowance. In consideration for the scope, discounted fee, and other obligations set forth in or arising out of this Agreement submitted for approval, in the Agreement, the County would release and forever discharge CH2M Hill, Inc., and all related or affiliated companies, partnerships, joint ventures, officers, directors, employees, agents, attorneys and individuals from any and all claims, causes of actions, rights, damages, costs, and expenses (including attorneys' fees), which the County now has or which may hereafter accrue, whether known or unknown, arising out of or related in any way to the Oleta Project.

Total Fee for reuse of Area 3 design, and
services during bidding and construction \$440,290.00

Negotiated discount to resolve dispute
pertaining to the Oleta Project is: - \$200,290.00

Resulting Agreement for Area 2 Project = \$240,000.00

CH2M Hill, Inc. has been in business for 60 years. During the last ten years, this firm was awarded \$21,933,182.00 worth of professional services to Miami-Dade County through eight (8) different contracts for various County Departments. There are five (5) evaluations on record in the Capital Improvement Information System for CH2M Hill, Inc., with an above average rating of 3.7 points out of a total 4.0 possible points. Based on the above, it is recommended that this Agreement be awarded in the amount of \$264,000.00 to CH2M Hill, Inc.

SUBMITTAL DATE: N/A

**ESTIMATED NOTICE TO
PROCEED:** 2/20/2012

**PRIME
CONSULTANT:** CH2M Hill, Inc.

**COMPANY
PRINCIPAL:** Matt Alvarez, P.E.

**COMPANY
QUALIFIERS:** Maxwell R. Mozo, P.E.

**COMPANY EMAIL
ADDRESS:** Casey.long@ch2m.com

**COMPANY STREET
ADDRESS:** 800 Fairway Drive, Suite 350

**COMPANY CITY-
STATE-ZIP:** Deerfield Beach, FL 33441-1831

YEARS IN BUSINESS: 60

**PREVIOUS
EXPERIENCE WITH
COUNTY IN THE
LAST FIVE YEARS:** According to the Firm History Report, as provided by the Division of Small Business Development, within the last five years, CH2M Hill, Inc. has held four (4) Contracts, three (3) through the Equitable Distribution Program with a total value of \$9,215,000.00.

SUBCONSULTANTS: None

**MINIMUM
QUALIFICATIONS
EXCEED LEGAL
REQUIREMENTS:** No

**REVIEW
COMMITTEE:** **MEETING DATE:** 11/04/2011 **SIGNOFF DATE:** 11/04/2011

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

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:	<u>TYPE</u>	<u>GOAL</u>	<u>ESTIMATED VALUE</u>	<u>COMMENT</u>
	CBE	0%	\$264,000.00	
	CWP	0.00%	0	Not Applicable

**MANDATORY
CLEARING HOUSE:** No

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

**PROJECT MANAGER
NAME / PHONE / EMAIL:** Dorian K. Valdes, PE 305-347-4802 valded@miamidade.gov

Background

BACKGROUND: The Area 2 (Bays 177-183) Construction of Seawall project will add approximately 600 linear feet of new bulkhead and will include steel sheet pile with concrete cap, site civil, excavation and back fill, drainage, asphalt paving, water services, fenders, mooring bollards, and environmental turbidity barriers.

Florida Statutes 287.055 (10) REUSE OF EXISTING PLANS provides that "there shall be no public notice requirement or utilization of the selection process as provided in this section for projects in which the agency is able to reuse existing plans from a prior project of the agency".

Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners
Page 7

BUDGET APPROVAL
FUNDS AVAILABLE:

[Handwritten Signature]
COMB DIRECTOR

12/8/11
DATE

APPROVED AS TO LEGAL
SUFFICIENCY:

[Handwritten Signature]
COUNTY ATTORNEY

12/8/11
DATE

[Handwritten Signature]
MAYOR

DATE

CLERK DATE

DATE

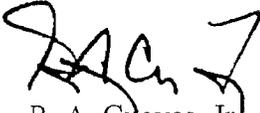


MEMORANDUM

(Revised)

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

DATE: February 7, 2012

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

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

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(K)(1)
2-7-12

RESOLUTION NO. R-135-12

RESOLUTION APPROVING RE-USE PROFESSIONAL SERVICES AGREEMENT PURSUANT TO SECTION 287.055(10), FLORIDA STATUTES BETWEEN MIAMI-DADE COUNTY AND CH2M HILL, INC. FOR AREA 2 (BAYS 177-183) - CONSTRUCTION OF SEAWALL IN THE AMOUNT OF \$264,000.00, CONTRACT NO. E03-SEA-05-2; AUTHORIZING RE-USE OF EXISTING PLANS DEVELOPED FOR THE DESIGN AND CONSTRUCTION OF THE AREA 3 (SEABOARD TERMINAL) BULKHEAD; RESOLVING THE DISPUTED CLAIM FOR ERRORS AND OMISSIONS ON THE OLETA RIVER STATE PARK MITIGATION PROJECT; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT 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; and

WHEREAS, this Board recognizes that the re-use of design provides for reduced design costs and takes advantage of lessons learned from construction of a similar project; and

WHEREAS, this Board recognizes that incorporation of the resolution to the design dispute that occurred on the Oleta River State Park Mitigation Project is mutually advantageous to the County and CH2M Hill, Inc. in that it avoids needless litigation,

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 Re-Use Professional Services Agreement pursuant to Section 287.055(10), Florida Statutes between Miami-Dade County and CH2M Hill, Inc. in the amount of \$264,000.00 for Area 2 (Bays 177-183) - Construction of Seawall, in substantially the form attached hereto and made part hereof.

Section 2. Authorizes the Consultant to re-use existing plans developed for the design and construction of the Area 3 (Seaboard Terminal) Bulkhead at the Port of Miami.

Section 3. Authorizes the County Mayor or County Mayor’s designee, in consideration for the waiving of certain fees amounting to \$200,290.00, to accept as part of this Agreement, the release of all outstanding claims pursuant to the terms of the attached Professional Services Agreement, which may exist now and in the future regarding the design work performed by CH2M Hill, Inc., et al, at the Oleta River State Park Mitigation Project.

Section 4. Authorizes the County Mayor or County Mayor’s designee to execute the Professional Services Agreement after review and approval by the County Attorney’s Office; and to exercise any cancellation and renewal provisions therein.

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of February, 2012.. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK



By: **Christopher Agrippa**

Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in dark ink, appearing to be "RS", is written over a horizontal line.

Richard Seavey



Small Business Development Division Project Worksheet

Project/Contract Title: AREA 2 (BAYS 177-183) CONSTRUCTION OF SEAWALL (SIC 871) **Received Date:** 10/28/2011
Project/Contract No: E03-SEA-05-2 **Funding Source:**
Department: SEAPORT **SEAPORT LOANS**
Estimated Cost of Project/Bid: \$264,000.00 **Resubmittal Date(s):**
Description of Project/Bid: For a consultant to provide professional engineering and construction administration services to include (coordination with all regulatory agencies as appropriate for), the re-use of the design of the "Area 3 Project" for the "Area 2 Project".

Contract Measures Recommendation		
Measure	Program	Goal Percent
No Measure	CBE	

Reasons for Recommendation
<p>This project meets all the criteria set forth in I.O. 3-32</p> <p>Reason for "No-Measure": County has agreed to settle a dispute through re-use of a design provided by - CH2M Hill, Inc. on contract E03-SEA-05 and there are no "sub-consulting" opportunities (as it will be awarded to CH2M Hill as a "Sole Consultant").</p> <p>SIC 871 - Architectural and Engineering Services</p>

Analysis for Recommendation of a Goal				
Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
	CBE	\$0.00	0.00%	221
Total		\$0.00	0.00%	

Living Wages: YES NO
Responsible Wages: YES NO

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

REVIEW RECOMMENDATION			
Tier 1 Set Aside _____	Tier 2 Set Aside _____		
Set Aside _____	Level 1 _____	Level 2 _____	Level 3 _____
Trade Set Aside (MCC) _____	Goal _____	Bid Preference _____	
No Measure <input checked="" type="checkbox"/>	Deferred _____	Selection Factor _____	
_____ County Mayor / Designee			11-04-2011 _____ Date

Exit

Port of Miami

Contract Capital Projects

CONTRACT NO: - E03-SEA-05-2

CURRENT CONTRACT CDP AWARD PROJECTS:

E03-SEA-05-2
Estimate

ACTION CAPITAL BUDGET PROJECT / DESCRIPTION

None CDP - 644520 - CONTAINER YARD IMPROVEMENTS - SEABOARD

Capital Budget Book Page: 41

Funding Year:
Proposed Capital Budget Book fo

None CDP - 644520 - CONTAINER YARD IMPROVEMENTS - SEABOARD

Capital Budget Book Page: 41

Funding Year:
Proposed Capital Budget Book fo

Project Totals: \$264,000.00

ADDITIONAL CDP PROJECTS (BY PROJECT DESC)

ACTION CDP PROJECT / DESCRIPTION

E03-SEA-05-2
Estimate

None 0

ADDITIONAL CDP PROJECTS (BY PROJECT NUMBER)

E03-SEA-05-2
Estimate

ACTION CDP PROJECT / DESCRIPTION

None 0

BUDGET PROJECT 644520 - (As per 2010-2011 Approved Budget)

Project Title: 644520-CONTAINER YARD IMPROVEMENTS - SEABOARD
Project Desc: Implement container yard improvements in Port terminal area for drainage and bulkhead improvements

		CDP Project Revenue										Total:
CDP Revenue:	Prior:	10-11:	11-12:	12-13:	13-14:	14-15:	15-16:	FUTURE:	FUTURE:	Total:		
FDOT Funds	8,435,000	2,123,000	1,400,000	0	0	0	0	0	0	11,958,000		
FEMA Reimbursements	0	0	0	0	0	0	0	0	0	0		
Non-County Contributi	0	0	0	0	0	0	0	0	0	0		
Seaport Bonds/Loans	10,660,000	6,620,000	7,343,000	4,820,000	4,820,000	0	0	0	0	34,263,000		

CIIS Site Funding Info

SITE Location/Desc:	Prior:	10-11:	11-12:	12-13:	13-14:	14-15:	15-16:	FUTURE:	FUTURE:	Total:
75744 - 1015 N AMERICA WY	14,465,000	7,222,000	9,138,000	8,115,000	1,732,000	0	0	0	0	40,672,000
Desc: Seaboard Marine Cargo Terminal Redevelopment Phase II (2 of 5)										
76596 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0	0
Desc: Seaboard Bulkhead - Hauling of Dredge Material										
76600 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0	0
Desc: Seaboard Marine Cargo Terminal Redevelopment										
76604 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0	0
Desc: Area 3 (Seaboard Terminal) Bulkhead										
76691 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0	0
Desc: Seaboard Marine Cargo Terminal Redevelopment Phase II (3 of 5)										
76962 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0	0
Desc: Area 2 (bays 177-183) Bulkhead										
Total: Count 6	14,465,000	7,222,000	9,138,000	8,115,000	1,732,000	0	0	0	0	40,672,000

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	2	0	0	5313000	20850247	15316074	81875500	49521500	4820000	0	0	0	0	0	8012732132
CIIS Proposed MS	2	0	0	5318000	22041411	171021820	81875500	49521500	4820000	0	0	0	0	0	6310523117

CIIS Proposed Book Report

Add GEO Coded Site PROJECT SITES SITE SCHEDULES REPORT 20

PROJECT REPORT 4

EXIT

Current Contracts for Project 644520

Dept	ContractNo	Contract Name	RTA / MCC Estimated Allocation	Award / MCC Award Allocation	CIIS Award
SP	<u>2008-032.02</u>	Seaboard Marine Cargo Terminal Redevelopment Phase II (2 of 5)	\$6,200,000.00	\$0.00	\$5,955,819.70
SP	<u>2008-032.02</u>	Seaboard Marine Cargo Terminal Redevelopment Phase II (2 of 5)	\$2,091,555.00	\$0.00	\$5,955,819.70
SP	<u>2008-032.02</u>	Seaboard Marine Cargo Terminal Redevelopment Phase II (2 of 5)	\$0.00	\$2,714,378.00	\$5,955,819.70
SP	<u>2008-032.02</u>	Seaboard Marine Cargo Terminal Redevelopment Phase II (2 of 5)	\$0.00	\$527,063.70	\$5,955,819.70
SP	<u>2008-032.02</u>	Seaboard Marine Cargo Terminal Redevelopment Phase II (2 of 5)	\$0.00	\$2,714,378.00	\$5,955,819.70
SP	<u>2008-032.03</u>	Seaboard Marine Cargo Terminal Redevelopment Phase II (3 of 5)	\$4,514,569.00	\$0.00	\$5,061,850.22
SP	<u>2008-032.03</u>	Seaboard Marine Cargo Terminal Redevelopment Phase II (3 of 5)	\$1,900,000.00	\$0.00	\$5,061,850.22
SP	<u>2008-032.03</u>	Seaboard Marine Cargo Terminal Redevelopment Phase II (3 of 5)	\$0.00	\$949,096.00	\$5,061,850.22

SP	#76596	2008-033.01	\$600,000.00
SP	#76691	2008-032.03	\$5,061,850.22
<u>SP</u>	#76962	<u>E03-SEA-05-2</u>	<u>\$264,000.00</u>
Total Allocated:			\$11,881,669.92

DELETE

Search for Site Number
 Search for Budget Project Number



MIAMI DADE COUNTY
 Department of Small Business Development
A&E Firm History Report
 From: 12/02/2006 To: 12/02/2011

FIRM NAME: CH2M HILL, INC.
 201 Alhambra Cir, Suite 600
 Coral Gables, FL 33134-0000

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
E06-WASD-14	1	WS	GOAL CBE 35%	10/02/2007	\$8,600,000.00
DESIGN OF UPGRADES TO MIAMI-DADE WATER AND SEWER DEPARTMENTS WASTEWATER TREATMENT PLANTS (SIC 871)					
EDP-WS-SR-163	1	WS	NO MEASURE	09/07/2011	\$60,000.00
GROUNDWATER MODELING					
EDP-SP-2010-035.01B	1	SP	NO MEASURE	09/30/2011	\$165,000.00
CRANES 11 -16 TIE-DOWNS					
EDP-SP-S2012-014	1	SP	NO MEASURE	11/28/2011	\$200,000.00
CARGO TERMINAL GATE STUDY					
Total Award Amount					\$9,215,000.00
Total Change Orders Approved by BCC					\$0.00

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

19



**OFFICE OF CAPITAL IMPROVEMENTS
CAPITAL IMPROVEMENTS INFORMATION SYSTEM**

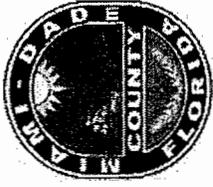
Friday, December 02, 2011

All Contracts for FEIN 590918189
CH2M Hill, Inc.

20

DST	DPT	Type	Contract	Name	Location/ Contractor	Estimated Completion Date	Last Status Award Date	% Complete/ Status*
30	PR	PSA	999999-05-001-4	Park and Recreation Marina Improvements Full Ser	CH2M Hill, Inc.	9/28/2010	\$1,000,000 9/3/2008	6% / On Schedule
0	PE	PSA	E01-DERM-01-1	Environmental Engineering Consultants for Planni	CH2M Hill, Inc.	11/1/2004	\$1,500,000 3/9/2005	100% / Complete
5	SP	PSA	E03-SEA-04	Environmental Engineering Services	CH2M Hill, Inc.	7/14/2007	\$2,000,000 10/28/2011	65% / Behind Schedule
5	SP	PSA	E03-SEA-05	Deep Draft Port Cruise and Cargo Marine Infrast	CH2M Hill, Inc.	10/4/2008	\$1,818,182 4/22/2011	67% / Behind Schedule
0	WS	PSA	E03-WASD-02	Deep Injection Well Design at South District Was	CH2M Hill, Inc.	3/22/2010	\$5,000,000 11/7/2006	100% / Complete
8	WS	PSA	E06-WASD-14	Proposed Upgrades to the MDWASD's SDWWTP and Its	CH2M Hill, Inc.	1/1/2014	\$8,000,000 5/5/2008	0% / On Schedule
0	SP	EDP	EDP-SP-2010-035.01B	CRANES 13 & 14 TIE-DOWNS	CH2M HILL, INC.	N/A	\$85,000	0% / On Schedule
0	WS	EDP	EDP-WS-SR-163	GROUNDWATER MODELING	CH2M HILL, INC.	N/A	\$50,000	0% / On Schedule
0	PE	PSA	E01-DERM-04, EP-30	Consultants for Civil Engineering Consulting Ser	GEE & Jensen	12/18/2003	\$500,000 6/7/2005	100% / Complete
5	SP	PSA	E01-SEA-02-1	Cargo Yard Improvements	GEE & Jensen	3/25/2005	\$2,000,000 10/5/2010	100% / Closed
Totals:						10	\$21,933,182	

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



Capital Improvements Information System

MCC Contractor Evaluations Report

<u>Dept</u>	<u>Contract</u>	<u>Type</u>	<u>Contractor / Architect Name</u>	<u>Date</u>	<u>Rate</u>	<u>Period</u>	<u>Rate</u>
DE	<u>E01-DERM-01-1</u>	PSA	<u>CH2M Hill, Inc.</u>	9/7/2006		Project conclusion or closeout	<u>3.0</u>
WS	<u>E06-WASD-14</u>	PSA	<u>CH2M Hill, Inc.</u>	12/4/2008	Humberto Codispoti	Completion of study or design	<u>4.0</u>
SP	<u>E03-SEA-05</u>	PSA	<u>CH2M Hill, Inc.</u>	1/8/2010	Leonor Ortega	Completion of study or design	<u>3.6</u>
WS	<u>E06-WASD-14</u>	PSA	<u>CH2M Hill, Inc.</u>	3/11/2011	Humberto Codispoti	Project conclusion or closeout	<u>4.0</u>
WS	<u>E06-WASD-14</u>	PSA	<u>CH2M Hill, Inc.</u>	4/11/2011	Humberto Codispoti	Completion of study or design	<u>4.0</u>
WS	<u>E06-WASD-14</u>	PSA	<u>GEE & Jenson</u>	4/11/2011	Humberto Codispoti	Completion of study or design	<u>4.0</u>
WS	<u>E06-WASD-14</u>	PSA	<u>GEE & Jenson</u>	3/11/2011	Humberto Codispoti	Project conclusion or closeout	<u>4.0</u>
SP	<u>E03-SEA-05</u>	PSA	<u>GEE & Jenson</u>	1/8/2010	Leonor Ortega	Completion of study or design	<u>3.6</u>
WS	<u>E06-WASD-14</u>	PSA	<u>GEE & Jenson</u>	12/4/2008	Humberto Codispoti	Completion of study or design	<u>4.0</u>
DE	<u>E01-DERM-01-1</u>	PSA	<u>GEE & Jenson</u>	9/7/2006		Project	<u>3.0</u>

2

conclusion
or closeout

Evaluation Count: 10 Contractors: 1 Average Evaluation: 3.7



22

**MIAMI-DADE COUNTY SEAPORT DEPARTMENT
NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT**

AREA 2 (BAYS 177-183) CONSTRUCTION OF SEAWALL

E03-SEA-05-2 (RE-USE)

NOVEMBER 2011



Carlos A. Gimenez, Mayor

BOARD OF COUNTY COMMISSIONERS

Joe A. Martinez, Chairperson

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

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

**Harvey Ruvin, Clerk of Courts
Jack Osterholt, Deputy Mayor
R. A. Cuevas, Jr., County Attorney**

**Miami-Dade County provides equal access and equal opportunity
In employment and services and does not discriminate on the basis of handicap.**

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MIAMI-DADE SEAPORT DEPARTMENT
NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
AREA 2 (BAYS 177-183) CONSTRUCTION OF SEAWALL
E03-SEA-05-2 (RE-USE)

TABLE OF CONTENTS

SECTION I – COUNTY OBLIGATIONS 4

SECTION II – PROFESSIONAL SERVICES 6

SECTION III – TIME FOR COMPLETION..... 8

SECTION IV– FORCE MAJEURE 9

SECTION V – COMPENSATION 10

SECTION VI – ADDITIONAL SERVICES (ALLOWANCE ACCOUNT)..... 14

SECTION VII – METHODS OF PAYMENT 14

SECTION VIII – SCHEDULE OF WORK..... 15

SECTION IX – RIGHT OF DECISIONS AND DISPUTE RESOLUTION 15

SECTION X – OWNERSHIP OF DOCUMENTS 16

SECTION XI – REUSE OF DOCUMENTS 17

SECTION XII – NOTICES..... 17

SECTION XIII – ABANDONMENT 18

SECTION XIV – AUDIT RIGHTS 18

SECTION XV – SUBCONTRACTING AND ASSIGNMENT 18

SECTION XVI - CERTIFICATION..... 20

SECTION XVII – TERMINATION OF AGREEMENT..... 20

SECTION XVIII – DURATION OF AGREEMENT 21

SECTION XIX – DEFAULT..... 21

SECTION XX – INDEMNIFICATION AND INSURANCE..... 22

SECTION XXI – TRUTH-IN-NEGOTIATION CERTIFICATION OF WAGE RATES 25

SECTION XXII – APPLICABLE LAWS 25

SECTION XXIII – OFFICE OF MIAMI-DADE COUNTY INSPECTOR GENERAL..... 28

SECTION XXIV – AFFIRMATIVE ACTION 32

SECTION XXV – PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS 32

SECTION XXVI - SANCTIONS FOR CONTRACTUAL VIOLATIONS 32

SECTION XXVII – BUSINESS APPLICATION AND FORMS..... 33
SECTION XXVIII – ERRORS AND OMISSIONS 34
SECTION XXIX – ENTIRETY OF AGREEMENT 35

ATTACHMENTS

ATTACHMENT A – CH2M HILL, INC.’S PROPOSAL DATED NOVEMBER 18, 2011

ATTACHMENT B - 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 _____, 20__ by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and CH2M HILL, INC., a FLORIDA corporation authorized to do business in the State of FLORIDA with offices in MIAMI LAKES, 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 Area 2 (Bays 177-183) Construction of Seawall, Contract No. E03-SEA-05-2 (Re-Use) / Project No. 2009-043, 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.

The standard of care applicable to CONSULTANT's Services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar Services at the time said services are performed. CONSULTANT will re-perform any services not meeting this standard without additional compensation.

SECTION II – PROFESSIONAL SERVICES

Upon receipt of authorization to proceed from the Director, the CONSULTANT agrees to perform professional services associated with the requested work in accordance with the negotiated terms of the applicable Work Order. Said services may include:

The Consultant shall provide professional engineering and construction administration services (to include coordination with all regulatory agencies with the COUNTY as appropriate) to re-use the design of the Area 3 (Seaboard Terminal) Bulkhead Project (“Area 3 Project”), for the Area 2 (Bays 177-183) Construction of Seawall Project. This project will add approximately 600 linear feet of new bulkhead and include steel sheet pile with concrete cap; site civil; excavation and back fill; drainage; asphalt paving; water services; fenders; mooring bollards; and environmental turbidity barriers. The Consultant shall update for re-use, the Area 3 project plans including any necessary engineering design; marine engineering; environmental engineering; transportation system design; cost estimates; schedules; construction documents; environmental and building permitting; bidding assistance; site visits; 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.

The proposed top of the bulkhead caps is at elevation +11.5± feet, with a proposed design dredge depth to elevation -32 feet below MLLW (+2 feet allowance for over dredge). However, during the initial construction the top of cap will be constructed to match the existing adjacent bulkhead caps ramps at about elevation +7 to 9.5± feet. Consideration for completing the structure to the design elevations will be incorporated into the design documents. Fenders, bollards, and water supply stations will be placed along the bulkhead. The upland apron pavement is expected to be of asphaltic concrete over an aggregate base, capable of supporting the cargo loads, crane forces, and traffic cycles. Appropriate surface storm drainage slopes, inlets, and underground storm drainage are to be included. For a more detailed description of the scope of work and additional contract terms, please refer to Attachment “A”,

CH2M HILL, INC.'S proposal dated NOVEMBER 18, 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. 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 and Scope Attachment “A”. Lump sum fees may or may not include reimbursable expenses.

B. 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 _____ for Office Personnel, _____ for Field Personnel. Office Personnel shall mean personnel that are located in the home offices of the CONSULTANT and or Sub-consultant(s). Field Personnel shall mean personnel that is performing duties outside of the home offices of the CONSULTANT and or Sub-consultant(s), for more than 30 days, but not considered permanent. Also, the home office still provides office space. This fee shall constitute full compensation to the CONSULTANT for costs incurred in the performance of the work such as overhead, fringe benefits, operating margin and all other costs not covered by reimbursable expenses. In no case the maximum rate of compensation including multiples of direct salary shall exceed _____ 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 _____ 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).

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".
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.

C. Reimbursable Expenses

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

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

for all travel expenses. Failure to obtain such prior authorization shall be grounds for nonpayment of travel expenses. To be compensated for travel within Miami-Dade County, the CONSULTANT shall maintain accurate mileage records, in ink, and submit them with their invoices.

D. Maximum Compensation

The maximum compensation for the services included shall be the lump sum amount of \$240,000.00 so long as the performance of additional services, as outlined in Section VI hereof, is not necessary and authorized by the Director. It is understood that any unspent portion of the contract ceiling is to remain with the COUNTY.

E. Compensation for Other Services – Not Applicable

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

1. Land and Engineering Field Survey (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 \$240,000.00 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 \$24,000.00. 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. 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.

B. 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.

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 no measure (0%) 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:

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 inclusive of a contingency allowance time extension as described below. Actual completion of the services hereunder may extend beyond such term or until depletion of the funds allocated to pay for the cost of said services, whichever occurs first, unless the contract is terminated by mutual consent of the parties hereto or as provided in Section XIII, Section XVI, Section XVII, Section XIX, Section XXIII, and Section XXV hereof. The performance of specifically and properly authorized services which may extend beyond the Agreement's effective term shall be compensated in accordance to Section V hereof.

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

SECTION XIX – DEFAULT

In the event the CONSULTANT fails to materially comply with the provisions of this Agreement, the Director may declare the CONSULTANT in default by thirty (30) days prior written notification. In such event, the CONSULTANT shall only be compensated for any professional services completed as of the date written notice of default is served.. In the event partial payment has been made for such

professional services not completed, the CONSULTANT shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. The CONSULTANT shall not be compensated for professional services, which have been performed but not completed by the time the Director declares a default. In the event the COUNTY prevails in litigation to enforce the provisions of the Agreement, the COUNTY shall be compensated by the CONSULTANT for reasonable attorney's fees and court costs.

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

SECTION XX – INDEMNIFICATION AND INSURANCE

The Consultant shall indemnify and hold harmless the County and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or 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.

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

**CERTIFICATE HOLDER
MUST READ:**

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

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

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

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

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

SECTION XXII – APPLICABLE LAWS

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

- A. Ordinance No. 72-82 (Conflict of Interest), as amended by Ordinances 00-01,00-46.
- B. The CONSULTANT shall comply with the requirements of MDC Code Section 2-1076 – Office of the Miami-Dade County Inspector General (IG)

- C. The CONSULTANT shall comply with the procedures contained in the FALSE CLAIMS Ordinance MDC Code Article XV Sections 21-255 through 21-266; prohibiting presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County; requiring forfeiture of any claim containing false or fraudulent allegations or statements; imposing penalties for submission of false or fraudulent claims; providing both county and private enforcement.
- D. The CONSULTANT shall comply with the financial disclosure requirements of Ordinance No. 77-13, as amended, by having on file or filing within thirty (30) days of the execution of this Agreement one of the following with the Supervisor of the Miami-Dade County Elections Department, P.O. Box 521550, Miami, FL 33152-1550:
- (1) A source of income statement;
 - (2) A current certified financial statement;
 - (3) A copy of the CONSULTANT'S Current Federal Income Tax Return.
- E. Ordinance 07-65 (Sustainability Building Program) - The primary mechanism for determining compliance with the Sustainable Building Program shall be the U. S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Rating System. All construction projects are required to meet the standards delineated in Ordinance 07-65. Compliance shall be determined by completing a formal certification process with the U.S. Green Building Council, or as otherwise directed by the County's Sustainability Manager.
1. New Construction (NC): All new construction projects shall be required to attain "Silver" or higher level rating under the LEED-NC Rating System.
 2. Major Renovations and Remodels: All major renovations and remodels shall attain "Certified" or higher level rating under the LEED-NC Rating System.
 3. Non-Major Renovations and Remodels: All non-major renovations and remodels

shall attain "Certified" or higher level rating under the appropriate LEED Rating System such as LEED-NC, LEED-Existing Building (EB) or LEED-Commercial Interior (CI).

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

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

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 Consultant is eligible and shall receive accelerated depreciation benefits as a "Designer" for the purposes of Section 179D of the Code or that Consultant shall otherwise benefit financially from the monetization of the accelerated depreciation benefit, Consultant hereby agrees to discount its contract price or provide a cash rebate to County (the determination of rebate versus discount to be determined by County in its sole

discretion) in an amount equal to the total financial benefit realized by Consultant; at the time the financial benefit to Consultant becomes ascertainable.

3. County reserves the right to retain a third party consultant (the "Consultant") –to manage and administer the process of obtaining and monetizing the accelerated depreciation benefit derived from the Project and to designate the "Consultant" as the "Designer" of the energy efficient improvements for the purposes of Section 179D of the Code.
4. County agrees to cooperate in all reasonable respects with the Consultant's efforts to obtain and monetize any such benefits derived from the Project on behalf of County.

SECTION XXIII – OFFICE OF MIAMI-DADE COUNTY INSPECTOR GENERAL

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

The Miami-Dade Office of Inspector General is authorized to investigate County affairs and empowered to review past, present and proposed County and Public Health Trust programs, accounts,

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

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

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

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

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

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

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

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

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

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

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

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

this agreement. Nothing in this contract shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this Section are neither intended nor shall they be construed to impose any liability on the County by the Contractor/Consultant or third parties.

SECTION XXIV – AFFIRMATIVE ACTION

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

SECTION XXV – PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS

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

SECTION XXVI - SANCTIONS FOR CONTRACTUAL VIOLATIONS

Proposal and contract documents shall provide that, notwithstanding any other penalties for firms that have discriminated in violation of Article VII of Chapter 11A of the Code, the COUNTY may terminate the contract or require the termination or cancellation of the sub-consultant contract. In addition,

a violation by a respondent or sub-consultant to the respondent, or failure to comply with the Administrative Order (A.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the A.O.

SECTION XXVII – BUSINESS APPLICATION AND FORMS

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

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

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

SECTION XXVIII – ERRORS AND OMISSIONS

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

A. Errors

It is specifically agreed that any construction changes 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 _____, 20____.

ATTEST:
HARVEY RUVIN, CLERK OF THE BOARD

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

By: _____

By: _____
County Mayor

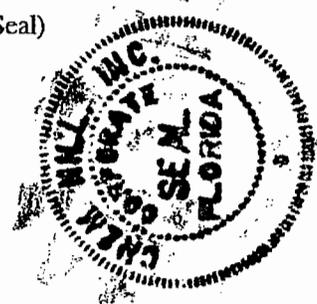
ATTEST Sally A. Hill

CH2M HILL, INC.

By: Sally A. Hill
Corporate Secretary

By: Kelly S. Merrill
~~Senior Vice President~~
Project Delivery Director
(Corporate Seal)

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



ATTACHMENT "A"

CH2M HILL, INC.
PROPOSAL DATED
NOVEMBER 18, 2011

Area 2 (Seaboard Cargo Terminal) Bulkhead Construction Documents Package

POM Project No. 2010.0__

SCOPE of SERVICES

Revision 06: November 18, 2011

Miami-Dade County (the "COUNTY") has requested that CH2M HILL (the "ENGINEER") provide Professional Engineering Services generally described as:

Develop construction documents for competitive bidding of the proposed bulkhead and associated upland improvements and dredging. The bulkhead is located along the south side of Dodge Island in the vicinity of the Seaboard Cargo Terminal at area known as "Area 2". The COUNTY has initiated the environmental permitting for the bulkheads and will take the lead in developing and submitting for the final permits. The ENGINEER will provide general assistance as applicable, in the form of copies of documents and descriptive information necessary to develop the permit applications. The project is a reuse of the Area 3 design calculations, details and structural layout and to not be a new type of bulkhead design, to the furthest extent possible at Area 2. The bollard layout, bollard types, water station layout, water station type, the fender layout and type shall be similar to the Area 3 construction documents and such documents shall be reused on this project, to the furthest extent possible at Area 2.

The Area 2 bulkhead is approximately 650 feet long and is located west of Area 3. The proposed top of the bulkhead caps is at elevation +11.5± feet, with a proposed design dredge depth to elevation -32 feet below MLLW (+2 feet allowance for over dredge). However, during the initial construction the top of cap will be constructed to match the existing adjacent bulkhead caps ramps at about elevation +7 to 9.5± feet. Consideration for completing the structure to the design elevations will be incorporated into the design documents. Fenders, bollards, and water supply stations will be placed along the bulkhead. The upland apron pavement is expected to be of asphaltic concrete over an aggregate base, capable of supporting the cargo loads, crane forces, and traffic cycles. Appropriate surface storm drainage slopes, inlets, and underground storm drainage are to be included.

The construction documents are to be expedited subject to conditions beyond the control of the ENGINEER in an effort to allow adequate permitting, bidding, and construction time to meet the desired end of JUNE 2013 completion date. Upon completion of the construction documents, the ENGINEER will assist the COUNTY during the advertisement and bidding and with support services during construction.

WORK ORDER DETAILS

A. Preliminary Design and Field Investigations

1. Field Condition Investigation:
2. The ENGINEER will perform a visual field familiarization review of the site. The familiarization review is expected to occur concurrently with an initial meeting with the COUNTY.
3. Topographic Survey of Existing Conditions: The COUNTY will provide field topographic survey of the project site.
 - a. The survey shall be to a level of detail for the ENGINEER to prepare the construction documents and is expected to include the following:
 - i. Cross-sections of the shoreline at 25± feet intervals, extending landward from not less than the existing fence line and waterward not less than 150 feet from the face of the proposed bulkhead or 50 feet beyond the point where the proposed dredge depth is found, whichever is greater.
 - ii. Surveys shall be tied to an existing or project established baseline and monuments. Such baseline and monuments will be referenced in the construction documents for project control.
 - iii. The survey will locate adjacent features and facilities, including fences, drainage structures, and lighting.
 - b. The COUNTY will provide a survey team and appropriate equipment to locate the work relevant to adjacent facilities and provide topographic X-Y-Z coordinates of the area, including below water.
 - c. The ENGINEER will assist the COUNTY, if requested, in the preparation of a scope of work for this work and provide general coordination with the survey team.
 - d. The ENGINEER will prepare a site topographic drawing and cross sections of the project utilizing the survey information provided by the COUNTY.
 - e. The survey shall include representative topographic and bathymetric information about the limit of work with the intent to provide design parameters for the project. The ENGINEER will rely solely on this information and will not be responsible for it's accuracy.
4. Geotechnical Investigation: The COUNTY will provide field sub-surface geotechnical investigation of the project site.
 - a. The investigation will include representative borings about the limit of work with the intent to provide design parameters for the bulkhead, backfill, anchor wall, and pavement section, as well as dredge material properties. The ENGINEER will rely solely on this investigation and report and will not be responsible for it's accuracy.
 - b. A geotechnical report will be prepared to summarize the investigation and

findings.

- c. The ENGINEER will incorporate the subsurface profile logs into the Drawings.

B. Construction Documents

1. The ENGINEER will prepare contract/bidding documents (drawings and technical specifications) for the bulkhead project. The following are the general assumptions and project items utilized for this Scope of Services:
 - a. A concise Basis of Design document will be developed and will be materially similar to the Area 3 Seaboard Cargo Terminal design criteria with references to the Area 3 Basis of Design as appropriate. All documents created by the Engineer for this purpose will be the property of the County.
 - b. Structural / Marine:
 - i. The repair or rehabilitation of the adjacent bulkheads is not included.
 - ii. Design Vessel(s): Shall be the same as Area 3 Seaboard Bulkhead. A detailed mooring or berthing analysis will not be performed.
 - iii. Bulkhead system will consist of steel pipe piles and/or steel sheet piles with tie-rod anchors and a steel sheet pile anchor wall of same size and type as Area 3 Seaboard Bulkhead.
 - iv. Bulkhead will have a concrete cap.
 - v. Foam filled fenders at the same intervals and of the same type as Area 3 Seaboard Bulkhead.
 - vi. Mooring bollards (100 ton capacity) at similar intervals and of the same type as the Area 3 Seaboard Bulkhead.
 - vii. Dredging to the indicated depth with the backfill possibly used as backfill behind the bulkhead.
 - viii. Potable water stations – similar to Area 3 Seaboard Bulkhead using the latest POM plumbing standards
 - ix. Bollards, fenders, and water stations set based on the final/design elevation (+11.5 feet).
 - x. Upland loading – Same as Area 3 Seaboard Bulkhead.
 - xi. Wind, Wave, Current, and Tidal: Collect available historical site environmental conditions relevant to the development of the project documents. Storm surge effects will be based on published Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM).
 - c. Site Improvements:
 - i. Drainage lines and structures: Similar to existing collection and discharge system, tied into the existing drainage wells and outlet system. Currently there is an existing outfall at the west end of the area which will need to be

extended through the new bulkhead. The COUNTY shall provide existing drainage line and structure location maps of the area.

- ii. Lighting: No new or additional site lighting is planned.
- iii. Utility lines: As required to service the potable water stations including the extension of existing water mains, if required The COUNTY shall provide existing water line location maps of the area

Fire Protection: As required to comply with Fire Department requirements The COUNTY shall provide existing fire line and hydrant location maps of the area.

iv. Pavement section design: Same as Area 3 Seaboard Bulkhead.

- d. The ENGINEER's drawings will show the existing conditions (at the time of the field investigation) in relationship to the proposed improvements based upon a COUNTY provided survey.

2. Conceptual and Bulkhead Alignment Plan:

- a. Prepare a conceptual level bulkhead and site improvements plan.
 - i. The primary purpose of this plan is to establish the face of berth/bulkhead line for the proposed and future work, such that a continuous bulkhead line is able to be established.
 - ii. Relationship of the existing adjacent bulkheads and replacement/rehabilitation of such shall be accounted for.

3. Specifications: The ENGINEER shall prepare technical specifications for the work. The COUNTY shall be responsible for contractual, procedural, and administrative documents. Coordination of any conflicts between such and the technical specifications is the responsibility of the ENGINEER.

- a. Using Area 3 Seaboard Bulkhead specifications, Engineer will develop general requirement specifications (Division 01) addressing construction procedural items such as:
 - i. Submittal procedures
 - ii. Project coordination
 - iii. Project meetings
 - iv. Temporary facilities and controls
 - v. Temporary erosion and sediment control
- b. Using Area 3 Seaboard Bulkhead specifications, ENGINEER will develop the project Technical Specifications materially similar to Area 3 Technical Specifications. ENGINEER shall incorporate changes/modifications/additions to the Technical Specifications based on "lessons learned" from the Area 3 construction process, and/or as otherwise directed by the COUNTY, based on the construction of Area 3.

4. Bidding Documents:

- a. Jointly with the COUNTY, develop the Project General and Special conditions for:
 - Security requirements/restrictions.
 - Project limits.
 - Project site access points and routes, including maintenance of traffic, staging, storage, and parking.
 - Milestone and completion schedule (proposed schedule).
 - Minimum qualifications for bidder selection, including previous deep water projects, years of experience, key staffing, and references.
- b. Jointly with the COUNTY, develop bid forms.
- c. The COUNTY will be responsible for the Agreement, Bond, and other procurement documents.
- d. The COUNTY will prepare the total Request for Bid package utilizing the contract drawings and technical specifications provided by the ENGINEER.
 - i. The COUNTY will provide the ENGINEER with two (2) copies of the Bid documents, and any Addendum.

5. Estimate of Probable Construction Cost and Schedule:

- a. The ENGINEER will prepare an estimate of probable construction cost using the Bid results from Area 3 Seaboard Bulkhead, current bid conditions and the specific nature of the Area 2 scope using cost per unit equivalents.
 - i. The estimates will be prepared at the conceptual layout and preliminary submittal level of the project's documents development, and then updated for the final submittal.
 - A "Work Force Analysis" and "Construction Cost Estimate by Trades" breakdown will be prepared by the COUNTY at the final submittal estimate.
 - ii. In providing opinions of cost, financial analysis, economic feasibility projections, and schedules for the Project, the ENGINEER has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, the ENGINEER makes no warranty that the Authority's actual Project costs or schedules will not vary from the ENGINEER's opinions, analyses, projections, or estimates.
 - iii. If the COUNTY wishes greater assurance as to any element of Project cost,

feasibility, or schedule, the COUNTY shall employ an independent cost estimator, contractor, or other appropriate advisor.

6. Meetings and Coordination:

- a. Meet with the COUNTY during design criteria and document development to discuss progress and project development issues/items. All meetings are assumed to be at the COUNTY's offices in Miami, with duration of up to four (4) hours.
 - i. Up to three (3) progress meetings,
 - One (1) meeting, is assumed to occur at each of the following design stages
 - Kick-off/Concept.
 - Preliminary Draft.
 - Final Review.
 - b. Telephone coordination and email as appropriate.

7. Deliverables:

- a. Project deliverables will be based on the following electronic platforms/programs:
 - i. Drawings: AutoCAD 2008 or later.
 - ii. Microsoft Office: Word, Excel, Power Point, Project, etc.
 - iii. Other:
 - Adobe Portable Document Format (PDF)
 - JPG format (if applicable)
 - iv. Drawings are expected to be presented in 22"x34" (11"x17" reduced) format, with specifications and other document in 8½"x11" or 11"x17" format.
 - v. Contract documents dimension and units will be presented in U.S. Customary units (feet, pounds) unless directed otherwise within two weeks of the Notice To Proceed.
- b. Conceptual (15%) Documents submitted for review and concurrence.
 - i. Five (5) copies of the drawings (full-size format).
 - ii. Five (5) copies of the estimate of probable construction cost and schedule.
 - iii. Two (2) copies of the supporting calculations (not signed and sealed)
- c. Preliminary (60%) Documents submittal for review and comments.
 - i. Five (5) copies of the drawings (full-size format) and draft specifications.

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- ii. Five (5) copies of the estimate of probable construction cost and schedule.
 - iii. Two (2) copies of the supporting calculations (not signed and sealed)
 - d. *Final (100%) Documents* submittal for review and comments.
 - i. Five (5) copies of the drawings (½-size format, 11x17) and specifications.
 - ii. Five (5) copies of applicable bidding documents.
 - iii. Five (5) copies of the estimate of probable construction cost.
 - iv. Five (5) copies of the estimate of probable construction schedule.
 - v. Two (2) copies of the supporting calculations, signed and sealed
 - e. *Contract Documents for Bidding.*
 - i. Three (3) copies, signed and sealed, of the drawings (full size) and specifications.
 - ii. Twenty (20) copies, unsigned, of the drawings (full size) and specifications.
 - Additional copies may be provided and compensated as direct reimbursable from the reimbursable account
 - iii. Two (2) electronic copy of the drawings, specifications, and supporting documents in PDF format.
 - iv. Two (2) electronic copy of the AutoCAD drawing in DWG (or DXF) format for the COUNTY's records and use.

C. Permit Application

1. The ENGINEER will cooperate with the COUNTY in providing general project specific and technical information needed for the COUNTY to prepare, submit and process permit applications, sketches and documents for the Area 2 Bulkhead.

D. Services During Advertisement, Bidding, and Award

1. The ENGINEER will assist the COUNTY in the advertising and bidding of the projects.
2. The ENGINEER will attend one (1) pre bid meeting at the COUNTY's or applicable County office in Miami, Florida. The meeting is assumed to involve one (1) professional from the ENGINEER's office.
3. The ENGINEER will respond to Bidder's written questions within two business days, whenever possible. The COUNTY will be responsible for receiving and distributing the questions and responses to the ENGINEER and the Contractor.
4. The ENGINEER will assist the COUNTY in the technical review of the bid proposals for responsiveness and provide a summary memorandum of findings within three (3) business days.
5. The ENGINEER will participate in one (1) conference call to discuss the review and memorandum. The ENGINEER will also participate in a bid review meeting with the potential low, responsive, responsible bidder, if needed.

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6. The ENGINEER will combine addenda or revisions issued during Bidding and prepare a Conformed set of Construction Documents for Construction.
 7. Deliverables:
 - a. Response to Bidder's questions as applicable.
 - b. Three (3) copies of the summary memorandum of bid findings.
 - c. Conformed Contract Documents Issued for Construction.
 - i. Two (2) copies, signed and sealed, of the drawings (full size) and specifications.
 - ii. Ten (10) copies, unsigned, of the drawings (full size) and specifications.
 - Additional copies may be provided and compensated as direct reimbursable from the reimbursable account.
 - iii. One (1) electronic copy of the drawings, specifications, and supporting documents in PDF format.
 - d. One (1) electronic copy of the AutoCAD drawing in DWG (or DXF) format for the COUNTY's records and use.

E. Services During Construction

1. The Engineer shall perform periodic site visits to assist the COUNTY in determining the progress of the construction to date limited to the quantities identified below.
 - a. Meet with the COUNTY and the Contractor to discuss progress to date, schedule, issues and concerns.
 - b. Walk the sites to visually access and identify deficiencies or concerns of the ENGINEER and COUNTY with the construction.
 - c. Prepare a memorandum of progress summarizing the site visit.
 - d. Site visits are assumed to occur during normal working hours between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays.
 - e. Periodic site visits are assumed to be limited to the following:
 - i. One (1) preconstruction Kick off meeting.
 - ii. Up to five (5) site visits at as required during construction.
 - iii. One (1) substantial completion punch list walkthrough.
 - iv. One (1) final completion punch list walkthrough.
 - f. Telephone progress conferences between the COUNTY, the Contractor, and the ENGINEER are assumed to occur weekly, with an assumed duration of one hour.
 - i. The COUNTY shall arrange the day and time of the meetings.

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- ii. The COUNTY will record and issue the Minutes of the Meeting.
2. The ENGINEER shall respond to Contractor Requests for Information (RFIs).
 - a. The ENGINEER shall make reasonable effort to respond to RFIs within two (2) business days of receipt, unless RFI issue requires additional investigation beyond this period.
 3. The ENGINEER shall review and respond to Contractor submittals.
 - a. The ENGINEER shall make reasonable effort to respond to submittal within five (5) business days of receipt. The ENGINEER will promptly notify the COUNTY if delays are expected beyond this period due to the volume or complexity of the submittal(s).
 4. The ENGINEER shall review up to four contractor change orders and provide comments and recommendations to the COUNTY.
 5. Based on red-lined Record Drawings and Specifications provided by the Contractor, the ENGINEER shall prepare electronic Record Drawings and Specifications for the COUNTY. Record Documents will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of components, or the exact manner in which the Project was finally constructed. The ENGINEER is not responsible for any errors or omissions in the information from others that are incorporated in the Record Documents.
 6. The COUNTY shall act as the point of contact for the ENGINEER with the Contractor. The ENGINEER will not contact the Contractor directly without the express permission of the COUNTY. All submittals, RFIs, reports, and other documents shall be processed through the COUNTY.
 7. Revisions or Addendum requested by the COUNTY will be considered additional services.
 8. Deliverables:
 - a. One (1) full size (22"x34") and one 1/2-size copy of the drawings and one (1) copy of the specifications marked as Record Drawings.
 - b. One (1) compiled copy of the Requests for Information (RFI's) and Submittals for the COUNTY's records.
 - c. One (1) CD / DVD copy of the drawings and specifications and compiled RFI's and Submittals in CAD, Word, and PDF format as applicable.
 9. ENGINEER's Personnel at Construction Site:
 - a. The presence or duties of ENGINEER's personnel at a construction site, whether as onsite representatives or otherwise, do not make ENGINEER or ENGINEER's personnel in any way responsible for those duties that belong to COUNTY and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means,

techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

- b. ENGINEER and ENGINEER's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except ENGINEER's own personnel.
- c. The presence of ENGINEER's personnel at a construction site is for the purpose of providing to COUNTY a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). ENGINEER neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents

F. Items to be Provided by the COUNTY at No Cost to the ENGINEER

- 1. Existing drawings of the Area 2 facility and adjacent sites as appropriate, including available drawings and specifications of the existing adjacent bulkheads. The ENGINEER will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the COUNTY.
- 2. Supporting personnel and equipment to provide access to the facilities as needed to perform the reviews.
- 3. Clearance and/or escort into restricted areas as appropriate as needed to perform the site reviews. ENGINEER's personnel that may require access into the restricted areas will obtain Seaport Identification Cards. The COUNTY will assist in procuring such cards as appropriate.
- 4. Any other information in the possession of the COUNTY, which may be pertinent to the completion of the project.
- 5. Survey crew, equipment and survey.
- 6. New and available existing geotechnical investigations and reports.
- 7. Permit Fee(s).
- 8. Copies of submitted and obtained permits.

G. Items Specifically Excluded from this Proposal

- 1. Surveying services.
- 2. Geotechnical Investigation and Reporting.

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3. COUNTY's standard general or special conditions, agreement, or other front end documents for procurement of services/construction, except as noted above.
 4. Construction Administration Services or site representation beyond that indicated.
 5. Reproduction of documents beyond that stated above.
 6. Destructive or non-destructive testing of materials.
 7. Permitting services and fees.
 8. Construction addendums or revisions requested by the COUNTY or the Contractor.
 9. Design of Ro/Ro ramps or other berthing facilities.
 10. Re-design of a bulkhead elements as a result of changes in basis of design criteria from the Area 3 Seaboard Bulkhead including but not limited to cap size, cap height, dredge depth, upland loads, fender type and size, and design vessel.
 11. The Engineer's level of effort for the Area 2 bulkhead is based upon the geotechnical parameters and conditions in the Area 2 site matching or being identical to the Area 3 bulkhead such that no redesign of the wall will be required and the Area 3 design can be reused.

H. Schedule

1. Construction Documents: Construction Document Preparation is estimated at 120 calendar days (four calendar months), inclusive of reviews from date of written notice to proceed for design and upon receipt of geotechnical, survey and as-built information. Reviews and comments by the COUNTY are considered to be completed in 14 calendar days or less, (each review).
2. Services During Advertisement and Bidding: Bid Phase is estimated at 60 calendar days (two calendar months) from completion of final design documents.
3. Permit Application: Concurrent with Construction Documents and Services during Advertisement and Bidding. The COUNTY should note that the ENGINEER has no control over the permitting agencies or the time they may require to review and process the permit(s).
4. Services During Construction:
 - a. Award of Construction Contract to completion of construction is estimated at 365 calendar days (twelve calendar months).
 - b. Contract close-out after completion of construction is estimated at 60 to 90 calendar days.
5. The ENGINEER is not responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the ENGINEER. In such event, the ENGINEER's compensation and schedule shall be equitable adjusted.

I. Compensation

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1. Compensation for the Scope of Services will be performed for a total LUMP SUM amount of \$240,000, inclusive of Labor and indicated Expenses.
 - a. Applications for Payment / Invoices will be presented based on the below listed payment schedule (Item b) for the Lump Sum amount.
 - b. Payment Schedule

Preliminary Submittal	33% of total
Final Submittal	34% of total
Construction Services	33% of total (equal monthly payments)
 2. Proposal requires full payment of entire Lump Sum. In the event this project is not constructed within 3 years of the completion of design documents, the consultant shall be entitled to the unpaid balance on this contract
 3. Work not specifically included in the above Scope of Services will be considered additional work and will be negotiated separately with the COUNTY.
 4. The Parties acknowledge that in consideration for the lump sum price agreed to by the Parties in this Agreement, the Parties release all potential claims each may have against the other related to the Oleta State Park Mitigation Project, FDEP Consent Order Phase II Dredging Mitigation, pn 172583 WO 02-GEE-01 POM PN 01.038 Professional Services Agreement E01-SEA-02 (the "Oleta Project").

The Parties hereby release and forever discharge each other, and any and all related or affiliated companies, partnerships, joint ventures, officers, directors, employees, agents, attorneys and individuals from any and all claims, causes of actions, rights, damages, costs, and expenses (including attorneys' fees), which either Party now has or which may hereafter accrue, whether known or unknown, arising out of or related in any way to the Oleta Project.

The Parties understand and agree that is they are releasing unknown claims and losses and expressly waive all right either has or may have under Florida law or any other statute or common law principle of similar effect. The Parties acknowledge that a material part of this Agreement is the deliberate extinguishing of any claims which currently are unknown or which may not yet exist, so that there is no possibility of future claims between the Parties concerning any aspect of the matters released.

Neither the transfer of any consideration, nor the doing of any of the acts referred to in this agreement, nor anything else contained in this agreement shall be taken or construed to be an admission on the part of either of the Parties of any claims, demands, causes of action, obligations, damages or liabilities asserted by any of the Parties. The Parties expressly deny any and all such claims, demands, causes of action, obligations, damages and liabilities. This Agreement supersedes any other prior writings and prior or contemporaneous oral agreements or understandings

between the Parties relating to the Agreement. The Agreement fully integrates the Parties' agreement and understanding with respect to all matters covered by it. Each Party agrees that he, she or it has not relied on any act or statement or representation other than as specifically recited herein.

In Witness Whereof, the undersigned, thereunto duly authorized, have executed this Work Order as of the date first-above written.

Miami-Dade County, Florida

CH2M HILL, Inc.

By: _____
Signature

By: Kelly S. Merrill
Signature

Name

Kelly S. Merrill
Name

Title

Project Delivery Director
Title

Date: _____

Date: 11/30/11

Approved as to Legal Form and Sufficiency

ATTACHMENT "B"

SEAPORT SECURITY
CREDENTIAL PACKAGE



[Online Services](#)

[Cruise](#)

[Cargo](#)

[Business](#)

[Customer Service](#)

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

Cruise

- [Cruise Terminals](#)
- [Cruise Lines](#)
- [Cruise Packages](#)
- [Ground Transportation](#)
- [Travel Tips](#)

Cargo

- [Container Terminals](#)
- [Steamship Lines Directory](#)
- [Identification Cards](#)
- [Security Gate System](#)
- [Pre-Paid Scale](#)
- [Crane Management](#)

Business

- [Business Permits](#)
- [Berth Request](#)
- [Account Replenishment](#)
- [Port ID Renewals](#)
- [Port Tariff](#)
- [Port Statistics](#)
- [Annual Financial Report](#)
- [Sister Seaports](#)
- [Port Partners](#)
- [Business Directory](#)

Customer Service

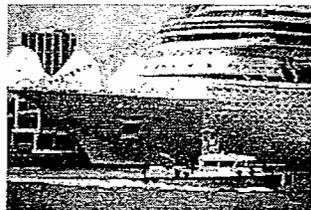
- [Customer Service Survey](#)
- [Frequently Asked Questions](#)
- [Employee Recognition](#)
- [Jobs](#)
- [Contact Us](#)

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](#)

Port Security



The Port of Miami is now recognized as one of Florida's leading ports in safety and security.

Cutting-edge technology and progressive procedures are in place that provide heightened levels of protection and, at the same time, support compliance with port business policies.

Partners in this comprehensive initiative include: U.S. Customs and Border Protection, U.S. Coast Guard, Florida Department of Law Enforcement, Florida Fish and Wildlife Commission, Miami-Dade Police and Fire-Rescue Departments and others working to achieve a shared, united mission.

These highly efficient efforts are actually helping to move legitimate commerce through the Port in a faster, more seamless and cost-effective manner than ever before.

For example, the Port of Miami, working with U.S. Customs and Border Protection, was the first port in the Southeast to install radiation portal monitors, or RPMs, a state-of-the-art inspection technology that bolsters security without impeding the flow of cargo.

The Port of Miami has one of the industry's most technologically advanced cargo gate facilities, integrating security functions, such as access control and credentialing, with business processes, including permitting and accounting. A combination of trendsetting software and hardware components produces faster processing times and, while ensuring compliance with Port business policies at the 16-lane cargo complex.

Long lines of waiting trucks may be common at other ports, but not at the Port of Miami, where processing times of less than two minutes are typical for effective completion of all security and financial procedures.

➤ [Workzone Authorization Application](#)

Certain Dangerous Cargo (CDC) Notification Form

In order for the Port of Miami to remain in compliance with 33 CFR 105, we require our Cargo Tenants to notify us when they schedule the arrival of a vessel carrying CDC. For your convenience, we have the following Certain Dangerous Cargo notification form [available online](#) . Once completed please fax to (305) 347-4858. If you have any questions please feel free to contact the Berthing Office at (305) 347-4854.

If you cannot view PDF files, you can download Acrobat Reader for free from Adobe Systems, Inc. In order to use PDF files, you must have Acrobat installed on your computer.



Identification Cards
305-347-4955

Security Gate "Technical" Questions
305-347-4845

Seaport Security Operations
305-347-4800

[Gate Manual](#)

TWIC Information

All port users requiring access to the Restricted Access Area will be required to have a TWIC card. Individuals without a TWIC card will NOT be granted access unless Port User/Stakeholder agrees to escort the individual(s) and properly notify port security.

- [Program Information](#)
- [Enrollment Process](#)
- [Enrollment Center Info](#)
- [Pre-enrollment](#)
- [Card Status Check](#)
- [TWIC FAQs](#)



**REQUIRED DOCUMENTS
PORT OF MIAMI
IDENTIFICATION CARD**

In order to facilitate the issuance of your Port of Miami Identification Card, please ensure that you have the necessary documents required for the type of identification card for which you are applying.

**POM GREEN ID CARD
(UNESCORTED ACCESS)**

Individual must possess a TWIC card in order to obtain a green POM ID with unescorted access to restricted/ secured areas.

**POM YELLOW ID CARD
(ESCORTED ACCESS)**

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

Note: Any person conducting an escort of a non-TWIC card holder in a Restricted Access Area must have a valid POM ID and TWIC. Escorts must stay with a non-TWIC card holder at all times.

NEW APPLICANT:

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

1. New applicants requesting a Port of Miami Identification Card must present the documents listed below in order to be processed for an identification card.
2. An original letter from the employer, written on company letterhead, stating the reason for requesting a Port of Miami Identification Card and the type of access being requested (cruise and/ or cargo areas). The letter of request must also contain the following information:
 - a. Employee's Full Name
 - b. Date of Birth
 - c. Driver License Number
 - d. Employee's Title
3. Original Driver License



REQUIRED DOCUMENTS PORT OF MIAMI IDENTIFICATION CARD

4. Proof of Legal Status and Employment Eligibility in the United States. A list of acceptable documents are as follows:
- U.S. Passport (unexpired or expired)
 - Voter's registration card (also submit a government-issued photo ID)
 - Certificate of U.S. Citizenship (USCIS Form N-560 or N-561)
 - Certificate of Naturalization (USCIS Form N-550 or N-570)
 - Unexpired Foreign Passport with I-551 stamp or attached Form I-94 indicating unexpired employment authorization
 - Permanent Resident Card or Alien Registration Receipt Card with photograph (USCIS Form I-151 or I-551)
 - Unexpired Temporary Resident Card (USCIS Form I-688)
 - Unexpired Employment Authorization Card (USCIS Form I-688A)
 - Unexpired Reentry Permit (USCIS Form I-327)
 - Unexpired Refugee Travel Document (USIS Form I-571)
 - Unexpired Employment Authorization Document Issued By USCIS that contains a photograph (USCIS Form-I688B)
 - Original or Certified Copy of Birth Abroad issued by the Department of State (Form FS-545 or Form DS-1350)
 - Original or certified copy of a birth certificate issued by a State, county, municipal authority or outlying possession of the United States bearing an official seal
 - Native American tribal document
 - U.S. Citizen ID Card (USCIS Form I-197)
 - ID Card for use of Resident Citizen in the United States

LOST OR STOLEN CARD:

1. An original letter from the employer written on company stationery stating the reason for requesting a Port identification card and type of access being requested (cruise and/ or cargo areas). The letter must also contain the following information:
 - a. Employee's full name
 - b. Date of birth
 - c. Driver License Number
 - d. Employee's title
2. Police Report (The Credentials Section will re-issue an Identification Card with a case number pending a copy of the police report. Within two weeks (10 business days), the employee must provide a copy of the police report to the Credentials Section. Failure to do so may result in the deactivation of the identification card).
3. Original Driver License



**REQUIRED DOCUMENTS
PORT OF MIAMI
IDENTIFICATION CARD**

4. **\$25.00** Cash, Credit Card (MasterCard, Visa, or American Express), Cashier's Check, Money Order, or Company Check (exact amount only).

Note: A lost or stolen identification card must be immediately reported to the Port of Miami Credentials Section. This will prevent someone else from gaining access to restricted areas of the Port using your identification card.

CHANGE OF COMPANY:

1. An original letter from the employer written on company stationery stating the reason for requesting a Port of Miami Identification Card and the type of access being requested (cruise and/ or cargo areas). The letter must also contain the following information:
 - a. Employee's full name
 - b. Date of birth
 - c. Employee's title
2. Original Driver License
3. **\$25.00** Cash, Credit Card (MasterCard, Visa, or American Express), Cashier's Check, Money Order, or Company Check (exact amount only).

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

**COMPANY AUTHORIZATION SIGNATURE LETTER
SUBMIT ON COMPANY LETTERHEAD**

Date

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

To Whom It May Concern:

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

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

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

Sincerely,

Signature of Company Representative

Print Name and Title

NOTE: A maximum of 3 authorized signatures are allowed and must be properly listed below. Any additional signatures will cause this document to be invalid.

NAME AND TITLE OF AUTHORIZED COMPANY REPRESENTATIVES:	SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVES:
1. _____	1. _____
2. _____	2. _____
3. _____	3. _____

**LETTER OF REQUEST
SUBMIT ON COMPANY LETTERHEAD**

Date

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

Re: Request for a Port of Miami Identification Card (POM ID)

To Whom It May Concern:

We acknowledge that in signing this letter for the request of a POM ID, the authorized party is employed by our company. Additionally, we agree that this applicant will use this POM ID only to conduct business for this company. Finally, we agree to return the POM ID immediately, upon expiration of card or termination of employment. We understand that failure to comply with the above may result in the suspension of POM ID privileges to our company.

1. Employee Information:

Last Name First Name Full Middle Name

**Note: Applicant's name must be printed as it appears on the Driver License or other Government issued ID.*

Date of Birth Driver License # Exp. Date State of Issuance

2. Reason to Obtain POM ID Card:

- New Renewal Add Company Change of Company
 Damage / Mutilated Name Change Other _____
 Lost / Stolen Police Report # _____

3. Type of POM ID Card Being Requested:

- Cargo Area Cruise Area

Sincerely,

Authorized Signature of Company Representative

Authorized Company Representative Name

Title

Contact Phone Number



PORT OF MIAMI IDENTIFICATION CARD APPLICATION



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

SECTION 2: EMPLOYMENT INFORMATION			OFFICIAL USE ONLY	
EMPLOYER'S NAME			BADGE TYPE	
EMPLOYER'S ADDRESS			<input type="checkbox"/> YELLOW <input type="checkbox"/> GREEN <input type="checkbox"/> LAW ENFORCEMENT	
CITY	STATE	ZIP	PORT ID EXPIRATION: / /	
EMPLOYER'S PHONE	EMPLOYER'S FAX		SPECIAL ACCESS <input type="checkbox"/> MAINTENANCE <input type="checkbox"/> IT <input type="checkbox"/> ESSENTIAL <input type="checkbox"/> PARKING <input type="checkbox"/> PORT DIRECTOR	
CERTIFICATION OF THE APPLICANT WITH RESPECT TO THIS APPLICATION PROCESS REQUIRING FULL DISCLOSURE OF INFORMATION I have read and agree to abide by the responsibilities set forth in this identification card request. I understand that upon termination of my official employment at the Port of Miami, in any capacity where I am required to have the issued Port of Miami ID card, I will immediately return my ID card to my former employer or directly to the Port of Miami Credentials Section and that failure to do so will constitute a violation of Miami-Dade County Ordinance. I understand that the Seaport Director reserves the right to revoke authorization to possess an ID card.			APPLICATION VERIFIED BY: _____ DATE: / /	
APPLICANT FULL NAME		APPLICANT TITLE		
APPLICANT SIGNATURE		DATE		



PORT OF MIAMI IDENTIFICATION CARD APPLICATION



DISCLOSURE

Persons seeking unescorted access to Restricted Access Areas (RAA) at the Port of Miami on a regular basis are subject to the requirements of the Maritime Transportation Security Act that authorizes the US Coast Guard to regulate seaport security, and the Code of Federal Regulations (33CFR105), requires each seaport to have an approved facility security plan. I further understand that the Seaport Director may deny my application for access to the Port. INITIALS: _____

Any person who has in his or her possession a concealed weapon, or who operates or has possession or control of a vehicle in or upon which a concealed weapon is placed or stored, while in a designated restricted area on seaport property commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083. INITIALS: _____

The undersigned applicant acknowledges and consents to the Port of Miami Credentials Section providing the information contained in this application to the U.S. Department of Homeland Security (DHS), Federal Bureau of Investigation, U.S. Customs and Border Protection, Florida Department of Law Enforcement and U.S. Immigration and Customs Enforcement pursuant to applicable federal laws, rules or regulations as may be amended. The information will be disclosed to DHS personnel and contractors or other agents who need information to assist in activities related to port security threat assessments. Applicants who elect to decline authorization for the Port of Miami Credentials Section to transmit their information to DHS shall check the "I decline" box below with the understanding that such action may result in delays or make it impossible to complete the assessment.

I AGREE

I DECLINE

INITIALS: _____

PLEASE INDICATE THAT YOU HAVE READ AND UNDERSTAND EACH STATEMENT BY PROVIDING YOUR INITIALS IN THE BOX TO THE LEFT OF THE STATEMENT.

	ID Card Holders must maintain a valid identification card. A valid identification card has a current expiration date and has been issued in accordance with the US Coast Guard approved Port of Miami Facility Security Plan.
	ID Card Holders must comply with all port access control procedures.
	All ID cards are the property of the Port of Miami and shall be surrendered upon termination of employment to your former employer or the Port of Miami Credentials Section. Failure to do so shall constitute a violation of Miami-Dade County, Florida, Code of Ordinances, Chapter 28A.
	ID cards are not transferable and must be visibly displayed, above the waist, at all times while on the Port of Miami as well as while visiting and/or working within the restricted areas of the Port.
	In the event of a loss or theft of an ID card, ID Card Holders must immediately notify his/her employer or the Port of Miami Credentials Section. A police report must be prepared for such an occurrence. A replacement fee of \$25.00 will be assessed and collected by the Port of Miami Credentials Section before a replacement ID card is issued. At the time of the replacement card request, a new verification of employment may be required.
	The Seaport Director reserves the right to revoke authorization to possess an ID card.
	ID Card Holders working in an area of cargo operations or other restricted areas are responsible for notifying a law enforcement officer, security officer, private security officer or seaport employee of any individual(s) not visibly displaying or producing upon request an ID card, in violation of Chapter 28A. All ID Card Holders are required to immediately report suspicious activity and suspected violations of federal, state or local laws and ordinance violations. This shall include suspected violations of US Coast Guard and the US Customs and Border Protection, to the Seaport Director, any member of the Port of Miami, the Miami-Dade Police Department or any member of agencies charged with securing the security of the Port of Miami.
	ID Card Holders shall within ten (10) days notify the Port of Miami Credentials Section of any change in employment or personal data information such as changes in legal name, contact information such as address and telephone number. A replacement fee of \$25.00 will be assessed and collected by the Port of Miami Credentials Section before a replacement ID card is issued.

82



PORT OF MIAMI
SPECIAL DOCK PERMIT APPLICATION



NEW APPLICATION RENEWAL APPLICATION CHANGE OF COMPANY

DATE: _____
ID#: _____ EXPIRATION DATE: _____
NAME OF APPLICANT: _____
SIGNATURE OF APPLICANT: _____
TITLE: _____
COMPANY NAME: _____
ADDRESS: _____
PHONE: _____ FAX: _____ EMAIL: _____
NAME OF AUTHORIZED COMPANY REPRESENTATIVE: _____
SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____

CRUISE CARGO

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

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

OFFICIAL USE ONLY

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



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

TODAY'S DATE: _____

PORT OF MIAMI
CONTACT OR SPONSOR: _____

TELEPHONE: _____

REASON FOR REQUEST: _____

COMPANY NAME: _____

COMPANY CONTACT: _____

DATE OF WORK: _____

LOCATION OF WORK: _____

DRIVER #1:	_____			
	FIRST	LAST	POM ID#	
VEHICLE #1:	_____			
	YEAR	MAKE	MODEL	TAG#
DRIVER #2:	_____			
	FIRST	LAST	POM ID#	
VEHICLE #2:	_____			
	YEAR	MAKE	MODEL	TAG#

Pursuant to security procedures, this application requests temporary commercial/construction vehicle access and parking to areas adjacent to a cruise terminal or wharf areas for the purposes of construction and other critical maintenance or repair work. Fax completed application along with a copy of the vehicle registration and insurance policy to:

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

84



Transportation Worker Identification Credential (TWIC)
Approved Identity Verification Documents

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

List A (one document)

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

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

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



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

- U. S. Social Security card
- U. S. Citizen card I-197
- U. S. Military discharge papers DD-214
- Department of Transportation (DOT) medical card
- Civil marriage certificate
- MML (Merchant Mariner License) bearing an official raised seal, or a certified copy

AFFIDAVIT OF

PRINT FULL NAME (last name, first name, middle initial)

SUBMISSION OF FALSE INFORMATION ON THIS AFFIDAVIT IS A FELONY UNDER FLORIDA LAW AND WILL, UPON CONVICTION, RESULT IN DISQUALIFICATION FOR ACCESS TO A SECURE OR RESTRICTED AREA OF A SEAPORT.

(Section 311.12(6)(d)-(e), Florida Statutes (2009))

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned Affiant, _____, personally appeared and, having been first duly sworn by me, says:

1. I, the Affiant, have personal knowledge of all matters set forth in this Affidavit.
2. I understand that, at my own expense, I may consult with an attorney of my choice prior to signing this Affidavit.
3. My federal Transportation Worker Identification Credential (TWIC) is currently valid and in full force and effect.
4. My TWIC expires on _____ (day) _____ (month) _____ (year).
5. I did not receive my TWIC through the TWIC waiver process for disqualifying criminal history under federal law.
6. I have read and understand the information on the reverse side/page 2 of this Affidavit.
7. During the seven (7) years before the date of this Affidavit, I have not, in any jurisdiction, civilian or military, been convicted of, entered a plea of guilty or nolo contendere to, regardless of adjudication, or been found not guilty by reason of insanity for, any offense which is disqualifying under Section 311.12(7), Florida Statutes (2009) (as listed on the reverse side/page 2 of this Affidavit).
8. During the five (5) years before the date of this Affidavit, I was not released from incarceration and have not been under any supervision imposed as a result of sentencing, for committing any offense which is disqualifying under Section 311.12(7), Florida Statutes (as listed on the reverse side/page 2 of this Affidavit), in any jurisdiction, civilian or military.
9. I understand that the submission of false information on this Affidavit is a felony of the third degree, punishable as provided in Section 775.082, Section 775.083, or Section 775.084 of the Florida Statutes, and that, upon conviction of this felony, I will forfeit all privilege of access to secure or restricted areas of a seaport and will be disqualified from future approval for access to such areas.

AFFIANT SIGNATURE

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____ (month), _____ (year),
by _____.

NOTARY SEAL (STAMP):

Signature of Notary Public – State of Florida

Print/Type/Stamp Commissioned Name of Notary

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

Reverse Side/Page 2 of Affidavit for _____ (NAME)

You are disqualified from employment within or unescorted access to secure or restricted areas of Florida public seaports,

if, during the 7 years before the date of this Affidavit,

- you were convicted of, or entered a plea of guilty or nolo contendere to, regardless of adjudication, or were found not guilty by reason of insanity for
- any of the offenses listed below,
- in any jurisdiction, civilian or military, including courts-martial conducted by the Armed Forces of the United States;

OR

if, during the 5 years before the date of this Affidavit,

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

Disqualifying offenses: (Most of the offenses are felonies; some are misdemeanors.)
(Offenses added as of July 1, 2009 are in bold type.)

1. An act of terrorism as defined in s. 775.30.
2. A violation involving a weapon of mass destruction or a hoax weapon of mass destruction as provided in s. 790.166.
3. Planting of a hoax bomb as provided in s. 790.165.
4. **A violation of s. 876.02 [criminal anarchy, communism and other specified doctrines] or s. 876.36 [inciting insurrection].**
5. **A violation of s. 860.065 [obtain public or commercial transportation or conveyance with intent to use it to commit or facilitate a felony; includes attempt or solicitation].**
6. Trafficking as provided in s. 893.135.
7. **Racketeering activity as provided in s. 895.03.**
8. Dealing in stolen property as provided in s. 812.019.
9. **Money laundering as provided in s. 896.101.**
10. **Criminal use of personal identification as provided in s. 817.568.**
11. **Bribery as provided in s. 838.015.**
12. **A violation of s. 316.302, relating to the transport of hazardous materials.**
13. A forcible felony as defined in s. 776.08.
14. A violation of s. 790.07, criminal offense, having weapons.
15. Any crime that includes the use or possession of a firearm.
16. A felony violation for theft as provided in s. 812.014.
17. Robbery as provided in s. 812.13.
18. Burglary as provided in s. 810.02.
19. Any violation involving the sale, manufacture, delivery, or possession with intent to sell, manufacture, or deliver a controlled substance.
20. Any offense under the laws of another jurisdiction that is similar to an offense in this list.
21. Conspiracy or **attempt** to commit any of the offenses in this list.

Initials of Affiant _____

NOTE: Statutory references for disqualifications: s. 311.12(6)(a) and (7)(a)-(b), FS (2009). "Florida public seaports" are those designated in s. 311.09, FS. All section references are to Florida Statutes.



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.mdc-dade.com/portofmiami



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 security. The RAAs are cargo storage or staging areas, docks and

berths, fuel storage or transfer yards, cruise terminals when in use for cruise operation, the areas underneath the Main Port Bridge and/or any other area designated by the Port, as needed.

To identify and maintain accountability of those employees allowed to be in the RAA, controlled areas of the Port, and/or on the Port on a regular basis for work purposes and to maintain Port security as required by the 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.



SEAPORT SECURITY



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 RESPONSIBILITY:

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



SEAPORT SECURITY



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.



SEAPORT SECURITY



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.