

Memorandum



Date: November 5, 2013
To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

Agenda Item No. 8(J)(1)

From: Carlos A. Gimenez
County Mayor 

Subject: Contract Award Recommendation for Cargo Gate Modifications and Process Improvements -
Project No: 2011-045; Contract No: E12-SEA-01, to Tetra Tech, Inc.
Resolution No. R-902-13

Recommendation

This Recommendation for Award for Professional Services Agreement (PSA) Contract Number E12-SEA-01 between Tetra Tech, Inc. and Miami-Dade County has been prepared by PortMiami and is recommended for approval for a total contract amount of \$2,475,000.00.

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

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

Scope

PROJECT NAME: Cargo Gate Modifications and Process Improvements

PROJECT NO: 2011-045

CONTRACT NO: E12-SEA-01

PROJECT DESCRIPTION: Consultant shall provide, but not be limited to: analysis; design; design/system criteria; system integration and construction phase services for the Cargo Gate Modifications study, starting with an implementation programming phase. Design, construction and system integration phases will follow for the necessary infrastructure improvements required for relocating the cargo gate system functionality to other on-Port location(s) as well as the necessary facility design, terminal operations, gate configurations and terminal operating systems.

The initial phase will provide the framework for the program of improvements in support of the cargo gate modifications. In addition, this phase will validate the location of the cargo gate systems as well as develop an implementation, construction/demolition phasing, and sequencing plan for the necessary infrastructure improvements as an outcome of the study. Other facets taken into consideration during the validation and programming phase include: gate area layout and geometry including road network modifications; ability of future gate system(s) to meet increased cargo volume demands (i.e., scalability); security requirements; rail and intermodal cargo operational needs; terminal operation requirements; and technical operations descriptions and terminal operating system capabilities.

Following the implementation phase, the scope will consist of the design phase services in support of the construction document development for the program of improvements. This may also include the design and system criteria development

for the necessary front and back office cargo gate system functionality as well as the system integration and construction phase support to implement the program of improvements to final state and acceptance. This will include all project meetings; field investigations and data collection support; document review; drawings; technical specifications; special conditions; construction phasing plans (as needed); construction staging areas; calculations; detailed construction cost estimates; project schedules; design/system criteria; bidding/procurement; post-design services and any supportive ancillary tasks to the primary scope of services. All work shall be conducted to meet or exceed professional standards and comply with Port of Miami Security requirements.

PROJECT LOCATION: PortMiami

PROJECT SITES:	<u>SITE #</u>	<u>LOCATION 1</u>	<u>DIST</u>	<u>ESTIMATE</u>	<u>T-S-R</u>
	#77130	1015 N AMERICA WY	5	\$2,475,000.00	54-05-42

PRIMARY COMMISSION DISTRICT: District 5 Bruno A. Barreiro

APPROVAL PATH: Board of County Commissioners

ISD A&E PROJECT NUMBER: E12-SEA-01

USING DEPARTMENT: PortMiami

MANAGING DEPARTMENT: PortMiami

Fiscal Impact / Funding Source

FUNDING SOURCE:	<u>SOURCE</u>	<u>PROJECT NUM</u>	<u>SITE #</u>	<u>AMOUNT</u>
	Seaport Bonds/Loans	645430	#77130	\$2,475,000.00

OPERATIONS COST IMPACT / FUNDING: Not Applicable, this is a PSA for Cargo Gate Modifications and Process Improvements.

MAINTENANCE COST IMPACT / FUNDING: Not Applicable, this is a PSA for Cargo Gate Modifications and Process Improvements.

LIFE EXPECTANCY OF ASSET: Not Applicable, this is a PSA for Cargo Gate Modifications and Process Improvements.

PTP FUNDING: No

GOB FUNDING: No

ARRA FUNDING: No

**CAPITAL BUDGET
 PROJECT:**

CAPITAL BUDGET PROJECT # - DESCRIPTION

**AWARD
 ESTIMATE**
 \$2,475,000.00

645430- INFRASTRUCTURE IMPROVEMENTS
 Book Page:135 Funding Year: Proposed Capital Budget
 Book for FY 13-14, FY 2013-14 Funds (Seaport
 Bonds/Loans)

**PROJECT TECHNICAL
 CERTIFICATION
 REQUIREMENTS:**

TYPE CODE DESCRIPTION

- Prime 1.04 TRANSPORTATION PLANNING - PORT AND WATERWAY SYSTEMS PLANNING
- Prime 5.05 PORT AND WATERWAY SYSTEMS - CARGO TERMINAL DESIGN
- Prime 5.10 PORT AND WATERWAY SYSTEMS - TRANSPORTATION SYSTEMS DESIGN
- Other 3.02 HIGHWAY SYSTEMS - HIGHWAY DESIGN
- Other 3.08 HIGHWAY SYSTEMS - INTELLIGENT TRANSPORTATION SYSTEMS ANALYSIS, DESIGN, AND IMPLEMENTATION
- Other 3.09 HIGHWAY SYSTEMS - SIGNING, PAVEMENT MARKING, AND CHANNELIZATION
- Other 3.10 HIGHWAY SYSTEMS - LIGHTING
- Other 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?
 Not Applicable

NTPCS DOWNLOADED: 96

PROPOSALS RECEIVED: 7

**TOTAL CONTRACT
 PERIOD:**

2190 Days. Excludes Warranty Administration Period
 The contract period consists of four (4) years plus two one-year options to extend for professional services requested during the initial term, or until the money is depleted, whichever comes first, which equals six (6) years. These two (2) one-year options to extend are based solely on the approval of the County Mayor or County Mayor's designee.

CONTINGENCY PERIOD:

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

ART IN PUBLIC PLACES:

No

BASE ESTIMATE:

\$2,250,000.00

**BASE CONTRACT
 AMOUNT:**

\$2,250,000.00

OPTION TO EXTEND:

AMOUNT: DAYS: EXTENSION COMMENT:

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

CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	TYPE	PERCENT	AMOUNT	COMMENT
	PSA	10%	\$225,000.00	
TOTAL DEDICATED ALLOWANCE:			\$0.00	
TOTAL AMOUNT:			\$2,475,000.00	

Track Record / Monitor

SBD HISTORY OF VIOLATIONS: None

EXPLANATION:

A Notice to Professional Consultants (NTPC) was advertised on August 6, 2012. Seven (7) proposals were submitted on August 31, 2012, in response to the NTPC. One respondent, BEA Architects, Inc. was found not in compliance with the technical certification requirements of the NTPC. The firm was not certified in Technical Certification Categories 1.04, Port and Waterway Systems Planning, and 5.05, Port and Waterway Systems Cargo Terminal Design, requirements of the prime consultant. As such, the firm was disqualified from the First Tier evaluation process. The remaining six (6) respondents were found in compliance with the technical certification requirements of the NTPC established for this solicitation.

The Competitive Selection Committee (CSC) appointed by the County Mayor initially conducted a First Tier Meeting on October 11, 2012. During the meeting, one of the CSC members raised the issue regarding one of the respondents, CH2M Hill, Inc. having a competitive advantage due to their participation on the planning study for this project. The meeting was adjourned and would be reconvened following receipt of an opinion from the Miami-Dade County Attorney's Office (CAO) and/or the Commission on Ethics (COE). On November 27, 2012, the COE rendered an opinion advising that CH2M Hill, Inc. should be allowed to bid on the Contract, provided they transmit a copy of their study report, to be distributed to the remaining five (5) respondents, and if awarded the Contract, be excluded from the study validation phase of the project. Subsequently, on February 26, 2013, the CAO rendered an opinion, which agreed with the COE's opinion. In addition, the CAO recommended that the study validation phase be removed from the scope of work.

Therefore, the First Tier Meeting was reconvened on March 22, 2013 to evaluate the proposals received. Six (6) firms were evaluated in accordance with Section 2-10.4 of the Miami-Dade County Code, Implementing Order 3-34, and Administrative Order 3-39. Local Preference was applicable to the First-Tier evaluation, as there was a combination of local and non-local respondents. As a result, the final ranking was based on total qualitative scores. The final rankings for the six (6) firms were as follows: Firm No. 1, CH2M Hill, Inc. received 621 points; Firm No. 2, Parsons Brinckerhoff, Inc. received 596 points; Firm No. 3, Lockwood, Andrews & Newman, Inc. received 596 points, Firm No. 4, Tetra Tech, Inc. received 595 points, Firm No. 5, Moffatt & Nichol, Inc. received 595 points, and Firm No. 6, BCC Engineering, Inc. received 561 points.

In accordance with Administrative Order 3-39, the tiebreaker utilized to break the tie for second and third place was the total qualitative scores for Criterion 1A - Qualifications of firms including team members associated to the project. The qualitative score for Parsons Brinckerhoff, Inc. was 308 points and 302 points for Lockwood, Andrews & Newman, Inc., resulting in a second place ranking for Parsons Brinckerhoff, Inc., and a third place ranking for Lockwood, Andrews & Newman, Inc. Although Firm No. 4, Tetra Tech, Inc. and Firm No. 5, Moffatt &

Nichol, Inc. both received 595 points, the application of Local Preference resulted in a fourth place ranking for Tetra Tech, Inc., the local firm, and a fifth place ranking for Moffatt & Nichol, Inc., the non-local firm.

Based on the CSC's professional expertise and due to the ties in scoring for several of the respondents, by a majority vote, the CSC shortlisted all six (6) respondents for a Second Tier Evaluation. On March 27, 2013, a Second-Tier hard-copy proposal was requested from each respondent. Oral presentations were not required. In accordance with the COE and CAO's recommendations, a copy of CH2M Hill, Inc.'s study report was made available to each respondent. On April 2, 2013, the respondents were notified that the study validation phase was removed from the scope of work. In addition, the Department of Regulatory and Economic Resources' (RER) Division of Small Business Development (SBD) found one respondent, Parsons Brinckerhoff, Inc. non-responsive to the Community Business Enterprise (CBE) requirements. As such, this firm was disqualified from the Second Tier Evaluation process. The remaining five (5) respondents were found in compliance with the CBE requirements established for this solicitation. Finally, on April 8, 2013 and April 29, 2013 respectively, two (2) respondents, BCC Engineering, Inc. and Moffatt & Nichol, Inc. declined to participate in the Second Tier Evaluation process.

Subsequently, a Second Tier Meeting was held on May 6, 2013. The remaining three (3) firms were evaluated in accordance with Administrative Order 3-39. Local Preference was not applicable to the Second Tier Evaluation, as the remaining three (3) short-listed respondents were local. As a result, the final ranking was based on total ordinal scores. The final rankings for the three (3) firms were as follows: Firm No. 1, Tetra Tech, Inc. received 12 points; Firm No. 2, CH2M Hill, Inc. received 13 points, and Firm No. 3, Lockwood, Andrews and Newman, Inc. received 17 points. Based on the above results, the CSC recommended that negotiations be conducted with Tetra Tech, Inc. The County Mayor concurred with the CSC and on June 20, 2013, the first negotiation meeting was held. After two (2) negotiations, the Negotiation Committee arrived at a schedule of rates that was fair and reasonable to provide professional engineering services for Cargo Gate Modifications and Process Improvements.

Pursuant to Resolution R-187-12, and in accordance with the Internal Services Department's (ISD) Procurement Guidelines, ISD and PortMiami staff exercised due diligence to determine Consultant responsibility for Tetra Tech, Inc. The lists that were referenced include: Sun Biz, Dun & Bradstreet, convicted vendors, debarred vendors, delinquent contractors, suspended vendors and federal excluded parties. There were no adverse findings relating to the Consultant's responsibility. In addition, PortMiami staff compiled information regarding Tetra Tech, Inc.'s prior experience with the County. There are no evaluations on record in the Capital Improvement Information System for Tetra Tech, Inc. However, based upon the Firm History Report, as provided by RER's Division of Small Business Development, Tetra Tech, Inc. was awarded one contract with Miami-Dade County Aviation Department (MDAD) for a total value of \$1,728,750.00. Therefore, PortMiami contacted the MDAD Project Manager and obtained a copy of the evaluation for this Contract, with an outstanding rating of 4.0 points out of a total possible 4.0 points. Based on the above, it is recommended that this Agreement be awarded in the not to exceed amount of \$2,475,000.00 to Tetra Tech, Inc.

SUBMITTAL DATE: 8/31/2012
ESTIMATED NOTICE TO PROCEED: 11/18/2013

PRIME CONSULTANT: TETRA TECH, INC.
COMPANY PRINCIPAL: Jon Fox, PE
COMPANY QUALIFIERS: Ken Caban, PE
COMPANY EMAIL ADDRESS: ken.caban@tetrattech.com
COMPANY STREET ADDRESS: 150 West Flagler Street, Suite 1625
COMPANY CITY-STATE-ZIP: Miami, FL 33130
YEARS IN BUSINESS: 36
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, Tetra Tech, Inc. has held one Contract with a total value of \$1,728,750.00, including Change Orders approved by the BCC for \$0.00.
SUBCONSULTANTS: A.D.A. Engineering, Inc.
 A & P Consulting Transportation Engineers Corp.
MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS: Yes Interested Professional Engineering Firms must have experience in three (3) projects over the past five (5) years for similar work as described above. This expertise must be met by qualified individual(s) of the prime consultant's team.

REVIEW COMMITTEE: MEETING DATE: 5/22/2012 SIGNOFF DATE: 5/22/2012

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

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:	ESTIMATED		COMMENT
	TYPE	GOAL VALUE	
CBE	25.00%	\$618,750.00	
CWP	0.00%	0	Not Applicable

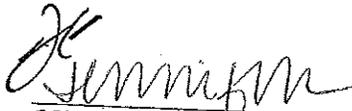
CONTRACT MANAGER NAME / PHONE / EMAIL: Gyselle Pino (305) 347-4833 gmf@miamidade.gov

PROJECT MANAGER NAME / PHONE / EMAIL: Isa Nunez (305) 347-4034 inunez@miamidade.gov

Background

BACKGROUND: The purpose of this project is to implement modifications to the cargo gate complex; including gate terminals and intermodal facilities; road network modifications; and cargo gate systems' upgrades. This project will provide Port efficiency and cargo processing for growth in cargo throughput from tunnel, rail reinstatement and dredge. In addition, the modifications will allow for improved access/egress from the Port tunnel project.

BUDGET APPROVAL
FUNDS AVAILABLE:



OMB DIRECTOR

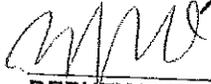
9/19/13
DATE

APPROVED AS TO
LEGAL SUFFICIENCY:



COUNTY ATTORNEY

9/25/13
DATE



DEPUTY MAYOR

DATE

CLERK DATE

DATE



MEMORANDUM

(Revised)

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

DATE: November 5, 2013

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

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

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(J)(1)
11-5-13

RESOLUTION NO. R-902-13

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND TETRA TECH, INC. FOR CARGO GATE MODIFICATIONS AND PROCESS IMPROVEMENTS IN THE AMOUNT OF \$2,475,000.00, CONTRACT NO. E12-SEA-01; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY TERMINATION AND RENEWAL PROVISIONS THEREIN

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

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

Section 1. Approves the execution of a Professional Services Agreement between Miami-Dade County and Tetra Tech, Inc. for Cargo Gate Modifications and Process Improvements in the amount of \$2,475,000.00, in substantially the form attached hereto and made part hereof.

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

The foregoing resolution was offered by Commissioner **Jean Monestime**, who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of November, 2013. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK



By: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Richard Seavey

DATE: April 2, 2013

TO: Lester Sola, Director
Internal Services Department

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

SUBJECT: Compliance Review
Project No. E12-SEA-01
Cargo Gate Modifications and Process Improvements

Small Business Development (SBD), under Business Affairs, a Division of the Department of Regulatory and Economic Resources has completed its review of the subject project for compliance with the Community Business Enterprise (CBE-A/E) Program for Architectural and Engineering Services. The contract measure established for this project is a 25% CBE sub-consultant goal.

The Professional Services Division of the Internal Services Department has submitted proposals from Moffat & Nichol, Inc. #1, CH2M Hill, Inc. #2, Parsons Brinckeroff, Inc. #3, BCC Engineering, Inc. #4, Lockwood, Andrews & Newnam, Inc. #5, and Tetra Tech, Inc. #6, for compliance review. Following is the pre-award compliance status and summary.

STATUS:

- | | |
|--|-----------------|
| 1. Moffat & Nichol, Inc. #1 | Compliant |
| 2. CH2M Hill, Inc. #2 | Compliant |
| 3. Parsons Brinckeroff, Inc. #3 | Non- Responsive |
| 4. BCC Engineering, Inc. #4 | Compliant |
| 5. Lockwood, Andrews & Newnam, Inc. #5 | Compliant |
| 6. Tetra Tech, Inc. #6 | Compliant |

SUMMARY:

Moffat & Nichol, Inc. submitted the required Letters of Agreement (LOA) listing Gartek Engineering Corporation to perform Engineering Construction Management at 2%, Geosol, Inc. to perform Drilling Subsurface Investigations & Seismographic and Geotechnical & Materials Engineering Services at 1%, Robayna and Associates, Inc. to perform Highway Systems-Highway Design, Highway Systems-Signing, Pavement Marking, Channelization, and Engineering Construction Management at 17%, and Rodriguez and Quiroga Architects Chartered to perform Highway Systems-Highway Design and Engineering Construction Management at 5%. Moffat & Nichol, Inc. is in compliance with the requirements of the CBE program.

CH2M Hill, Inc. submitted the required Letters of Agreement listing HP Consultants, Inc. to perform Highway Systems-Intel Transportation System Analysis, Design, Implementation, Highway Systems-Signing, Pavement Markings, Channelization, and Engineering Construction Management at 9%, Robayna and Associates, Inc. to perform Highway Systems-Highway Design, Highway Systems-Signing, Pavement Marking, Channelization, and Engineering Construction Management, also at 9%, and SRS Engineering, Inc. to perform Highway Systems-Highway Design and Port & Waterway Systems-Cargo Terminal Design at 7%. CH2M Hill, Inc. is in compliance with the requirements of the CBE program.

Parsons Brinckeroff, Inc. a non-CBE firm submitted a proposal for the subject project, but failed to submit the required Letter of Agreement (LOA), identifying the CBE meeting the established 25% CBE goal. The CBE Implementing Order #3-32, Section IX.A.1., states: *“Respondents must submit a completed Letter of Agreement form at the time of proposal submission identifying all first tier and/or second tier CBE-A/E to be utilized to meet the subconsultant goal, the professional designation of work each will perform, and the percentage such work.”* Additionally, Section IX.A.1.b. states: *“Respondents who fail to submit the required Letter of Agreement at the time of proposal submission shall be considered non-responsive”*. Parsons Brinckeroff, Inc. has been found non-responsive.

BCC Engineering, Inc. submitted the required Letters of Agreement listing Manuel G. Vera & Associates, Inc. to perform Surveying and Mapping-Land Surveying at 15% and HR Engineering Services, Inc. to perform Drilling Subsurface Investigations & Seismographic and Geotechnical & Materials Engineering Services at 10%. BCC Engineering, Inc. is in compliance with the requirements of the CBE program.

Lockwood, Andrews & Newnam, Inc. submitted the required Letters of Agreement listing Keith and Associates, Inc. to perform Surveying and Mapping-Land Surveying at 5%, C.H. Perez & Associates, Inc. to perform Highway Systems-Highway Design, Highway Systems-Traffic Engineering Studies, Highway Systems-Traffic Counts, Highway Systems-Intel Transportation System Analysis, Design, Implementation, Highway Systems-Signing, Pavement Markings, Channelization, Highway Systems-Lighting, and Engineering Construction Management at 10%, and Nova Consulting, Inc. to perform Highway Systems-Highway Design, Highway Systems-Signing, Pavement Markings, Channelization, Highway Systems-Lighting, Engineering Construction Management, and Value Analysis/Life-Cycle Costing-Port & Waterway, also at 10%. Lockwood, Andrews & Newnam, Inc. is in compliance with the requirements of the CBE program.

Tetra Tech, Inc. submitted the required Letter of Agreement listing A.D.A. Engineering, Inc. to perform Highway Systems-Highway Design, Highway Systems-Signing, Pavement Markings, Channelization, Highway Systems-Lighting, and Engineering Construction Management at 25%. Tetra Tech, Inc. is in compliance with the requirements of the CBE program.

Please note that SBD staff reviewed and addressed compliance with the CBE-A/E program. The Professional Services Division of the Internal Services Department is responsible for any other issues that may exist.

Should you have any questions or need any additional information, please contact Vivian O. Walters, Jr. at (305) 375-3138.

SM: vow

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



Small Business Development Division Project Worksheet

Project/Contract Title: CARGO GATE MODIFICATIONS AND IMPROVEMENTS
Project/Contract No: E12-SEA-01
Department: SEAPORT
Estimated Cost of Project/Bid: \$2,475,000.00

Funding Source:
 SEAPORT LOANS

Received Date: 05/16/2012

Description of Project/Bid: To establish a Professional Services Agreement for the analysis, design, design/system criteria, system integration and construction phase services for the Cargo Gate Modifications study starting with a study validation and implementation programming phase. Design, construction and system integration phases will follow for the necessary infrastructure improvements required for relocating the cargo gate system functionality to other on-Port location(s) as well as the necessary facility design, terminal operations, gate configurations and terminal operating systems.

Resubmittal Date(s):

Contract Measures Recommendation		
Measure	Program	Goal Percent
Goal	CBE	25.00%

Reasons for Recommendation

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

A Tier 2 Set-Aside was considered for this Professional Services Agreement; however, a lack of CBEs certified in the three (3) Technical Categories (i.e. 1.04, 5.05, & 5.10) required for the prime, precluded such a measure. A counter measure of a 25% CBE goal was recommended by SBD.

Technical Category: 0104-Transportation Planning-Port/Waterway Systems; 0302-Highway Systems-Highway Design; 0308-Highway System Trans Sys Anal, Design, Implemen; 0309-Highway Systems-Signing, Pavement Marking, Channel; 0310-Highway Systems-Lighting; 0505-Port & Waterway Systems-Cargo Terminal Design; 0510-Port & Waterway Systems-Transport Systems Design; 1700-Engineering Construction Management

Analysis for Recommendation of a Goal				
Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
	CBE	\$618,750.00	25.00%	
Total		\$618,750.00	25.00%	

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 <u>25% CBE</u>	Bid Preference _____	
No Measure _____	Deferred _____	Selection Factor _____	
CWP _____	SBD Director		Date <u>5/16/12</u>

FY 2013 - 14 Proposed Budget and Multi-Year Capital Plan

TERMINAL F AND G UPGRADES

PROJECT #: 645020

DESCRIPTION: Repair and upgrade-terminals to include roofing, stairways, and ventilation improvements
 LOCATION: Dante B. Fascell Port of Miami-Dade District Located: 5
 Port of Miami District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Seaport Bonds/Loans	10,875	2,470	0	0	0	0	0	0	13,345
TOTAL REVENUES:	10,875	2,470	0	0	0	0	0	0	13,345
EXPENDITURE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Planning and Design	163	0	0	0	0	0	0	0	163
Construction	10,712	2,470	0	0	0	0	0	0	13,182
TOTAL EXPENDITURES:	10,875	2,470	0	0	0	0	0	0	13,345

INFRASTRUCTURE IMPROVEMENTS

PROJECT #: 645430

DESCRIPTION: Update and improve various infrastructure portions of the Port
 LOCATION: Dante B. Fascell Port of Miami-Dade District Located: 5
 Port of Miami District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
FDOT Funds	661	0	0	0	0	0	0	0	661
Seaport Bonds/Loans	20,820	25,415	5,000	21,000	20,000	20,000	20,000	0	132,235
TOTAL REVENUES:	21,481	25,415	5,000	21,000	20,000	20,000	20,000	0	132,896
EXPENDITURE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Construction	21,481	25,415	5,000	21,000	20,000	20,000	20,000	0	132,896
TOTAL EXPENDITURES:	21,481	25,415	5,000	21,000	20,000	20,000	20,000	0	132,896

CARGO BULKHEAD REHABILITATION

PROJECT #: 646300

DESCRIPTION: Repair and improvements to port cargo area bulkheads
 LOCATION: Dante B. Fascell Port of Miami-Dade District Located: 5
 Port of Miami District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Seaport Bonds/Loans	8,703	8,439	2,148	5,482	0	0	0	0	24,772
TOTAL REVENUES:	8,703	8,439	2,148	5,482	0	0	0	0	24,772
EXPENDITURE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Construction	8,703	8,439	2,148	5,482	0	0	0	0	24,772
TOTAL EXPENDITURES:	8,703	8,439	2,148	5,482	0	0	0	0	24,772

<u>75749</u> - 1015 N AMERICA WY	0	0	9,200,000	12,281,000	25,415,000	5,000,000	21,000,000	60,000,000	132,896,000
Desc: Wharves Strengthening Program									
<u>76606</u> - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Wharf I Emergency Bulkhead Repair Phase II									
<u>76656</u> - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: 1080 Building Re-Roofing									
<u>76665</u> - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Port of Miami Bridge Control House Re-roofing									
<u>76693</u> - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc:									
<u>76694</u> - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Terminal H Re-roofing									
<u>76886</u> - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Mooring Bollards Phase I									
<u>76901</u> - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Cruise Terminal J Improvements									
<u>76932</u> - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Cruise Terminal J Interior Upgrades and Overhead Door									
<u>76941</u> - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Parking Garage D Comm. & Access Control (includes Surface Lot E Plan Revisions)									
<u>76946</u> - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Update and improve various infrastructure portions of the Port									
<u>76960</u> - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Parking Garage J Repairs									
<u>76980</u> - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: MDR Marine Unit at Cruise Terminal H									
<u>76998</u> - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Cruise Terminal J Building Upgrades									

SP	7040: 2006-019-03-R	CCTV & Communications (Parking Garages D & G and Surface Lot E)	\$558,260.53	\$0.00	\$0.00
SP	7360: 2006-030-01	Rip Rap Repairs at RCCL Building (Area 1) and Seaboard West (Area 2)	\$1,544,341.00	\$0.00	\$733,406.20
SP	7040: 2007-010	MDFR Marine Unit at Cruise Terminal H	\$553,279.00	\$977,760.00	\$1,027,390.49
SP	2007-013	Oleta River State Park Mitigation	\$0.00	\$100,000.00	\$2,851,269.52
SP	2007-013	Oleta River State Park Mitigation	\$0.00	\$121,744.10	\$2,851,269.52
SP	7040: 2007-021	Wharf Access Gates as per "Design and Implementation Support for Pedestrians and Vehicles"	\$87,519.43	\$0.00	\$1,754,420.85
SP	7040: 2007-054	New I.T. Telecommunications Room	\$2,060.00	\$0.00	\$68,008.00
SP	7040: 2008-101	Cruise Terminals F & G One Stop Shop Modifications	\$338,174.00	\$0.00	\$458,111.17
SP	7040: 2008-102	Cruise Terminal G Third Floor HVAC Modifications	\$282,931.00	\$0.00	\$323,896.16
SP	7040: 2008-122-05	Parking Garage J Repairs	\$333,500.00	\$0.00	\$446,581.00
SP	7040: 2008-122-07	Cruise Terminal J Interior Upgrades and Overhead Door	\$450,857.00	\$0.00	\$449,561.22
SP	7040: 2008-122-09	Cruise Terminal J Building Upgrades	\$999,202.00	\$0.00	\$860,696.20
SP	7040: 2008-140R	Port of Miami Bridge Control House Re-roofing	\$8,750.00	\$0.00	\$10,430.00
SP	7040: 2008-163-01	Shed C Demolition	\$1,055,110.33	\$0.00	\$1,311,824.64
SP	7360: 2009-028	Wharf I Emergency Repairs	\$65,335.50	\$0.00	\$76,812.96
SP	7040: 2010-026	Terminal H Re-Roofing	\$850,360.00	\$0.00	\$543,893.98
SP	7040: 2010-027	Admin Buildings 1001, 1015 and Annex Re-roof	\$776,749.00	\$0.00	\$489,680.00
SP	7040: 2010-032-03	Envelope and Electrical Repairs (Buildings 1001, 1007, 1015 & Shed B)	\$1,112,313.00	\$0.00	\$1,067,679.10
SP	7040: 2010-044	1080 Building Re-roofing	\$948,233.00	\$0.00	\$537,939.01
SP	7040: 2013-027-02	Cruise Terminals B & C Window Panels Replacement	\$114,870.00	\$0.00	\$109,500.00
SP	A12-SEA-01	Architectural and Engineering Services for PortMiami Cruise Terminals	\$1,100,000.00	\$0.00	\$0.00
SP	A12-SEA-01	Architectural and Engineering Services for PortMiami Cruise Terminals	\$1,100,000.00	\$0.00	\$0.00
SP	A12-SEA-01	Architectural and Engineering Services for PortMiami Cruise Terminals	\$1,100,000.00	\$0.00	\$0.00

SP	<u>A12-SEA-01</u>	Architectural and Engineering Services for PortMiami Cruise Terminals	\$1,100,000.00	\$0.00	\$0.00
SP	<u>A13-SEA-01</u>	PortMiami Portwide Wayfinding	\$650,000.00	\$0.00	\$0.00
SP	<u>A13-SEA-02</u>	Architectural and Engineering Services for PortMiami Cruise Terminals	\$550,000.00	\$0.00	\$0.00
SP	<u>A13-SEA-02</u>	Architectural and Engineering Services for PortMiami Cruise Terminals	\$550,000.00	\$0.00	\$0.00
SP	<u>A13-SEA-02</u>	Architectural and Engineering Services for PortMiami Cruise Terminals	\$550,000.00	\$0.00	\$0.00
SP	<u>A13-SEA-02</u>	Architectural and Engineering Services for PortMiami Cruise Terminals	\$550,000.00	\$0.00	\$0.00
SP	<u>A13-SEA-02</u>	Architectural and Engineering Services for PortMiami Cruise Terminals	\$550,000.00	\$0.00	\$0.00
SP	<u>A13-SEA-03</u>	Architectural and Engineering Services for PortMiami Federal Inspection Facility	\$440,000.00	\$0.00	\$0.00
SP	<u>A13-SEA-03</u>	Architectural and Engineering Services for PortMiami Federal Inspection Facility	\$440,000.00	\$0.00	\$0.00
SP	<u>A13-SEA-03</u>	Architectural and Engineering Services for PortMiami Federal Inspection Facility	\$440,000.00	\$0.00	\$0.00
SP	<u>A13-SEA-03</u>	Architectural and Engineering Services for PortMiami Federal Inspection Facility	\$440,000.00	\$0.00	\$0.00
SP	<u>E09-SEA-01</u>	Wharves Strengthening Program	\$0.00	\$240,000.00	\$2,500,000.00
SP	<u>E12-SEA-01</u>	Cargo Gate Modifications and Process Improvements	\$2,475,000.00	\$0.00	\$2,475,000.00
SP	<u>E12-SEA-01</u>	Cargo Gate Modifications and Process Improvements	\$0.00	\$2,475,000.00	\$2,475,000.00
SP	<u>E12-SEA-02</u>	Geographic Information System Services	\$500,000.00	\$0.00	\$999,979.55
SP	<u>E12-SEA-02</u>	Geographic Information System Services	\$500,000.00	\$0.00	\$999,979.55
SP	<u>E12-SEA-02</u>	Geographic Information System Services	\$0.00	\$499,989.77	\$999,979.55
SP	<u>E12-SEA-02</u>	Geographic Information System Services	\$0.00	\$499,989.78	\$999,979.55
SP	<u>E13-SEA-01</u>	Civil Infrastructure Engineering Services	\$586,000.00	\$0.00	\$0.00
SP	<u>E13-SEA-01</u>	Civil Infrastructure Engineering Services	\$586,000.00	\$0.00	\$0.00
SP	<u>E13-SEA-01</u>	Civil Infrastructure Engineering Services	\$588,000.00	\$0.00	\$0.00
SP	<u>E13-SEA-02</u>	Civil Infrastructure Engineering Services	\$586,000.00	\$0.00	\$0.00
SP	<u>E13-SEA-02</u>	Civil Infrastructure Engineering Services	\$586,000.00	\$0.00	\$0.00

SP	E13-SEA-02	Civil Infrastructure Engineering Services	\$588,000.00	\$0.00	\$0.00
SP	E13-SEA-03	Marine Infrastructure Engineering Services	\$1,100,000.00	\$0.00	\$0.00
SP	E13-SEA-03	Marine Infrastructure Engineering Services	\$1,100,000.00	\$0.00	\$0.00
SP	E13-SEA-03	Marine Infrastructure Engineering Services	\$1,100,000.00	\$0.00	\$0.00
SP	E13-SEA-04	Marine Infrastructure Engineering Services	\$1,100,000.00	\$0.00	\$0.00
SP	E13-SEA-04	Marine Infrastructure Engineering Services	\$1,100,000.00	\$0.00	\$0.00
SP	E13-SEA-04	Marine Infrastructure Engineering Services	\$1,100,000.00	\$0.00	\$0.00

Total Allocated \$32,686,844.79 \$4,914,483.65

Current Contracts for Sites of Project 645430

(These contracts are not necessarily funded from this project)

Dept	Site NO	ContractNo	Award Allocation
SP	#75006	E08-SEA-03	\$1,265,000.00
SP	#75645	E09-SEA-01	\$240,000.00
SP	#75557	2006-030.01	\$733,406.20
SP	#75558	2008-102	\$323,896.16
SP	#75582	2008-101	\$275,660.00
SP	#75645	2009-028	\$76,812.96
SP	#76656	2010-044	\$1,120,474.00
SP	#76665	2008-140R	\$8,760.00
SP	#76693	2010-027	\$776,749.00
SP	#76932	2008-122.07	\$450,857.00
SP	#76960	2008-122.05	\$300,000.00
SP	#76980	2007-010	\$977,760.00
SP	#76998	2008-122.09	\$999,202.00
SP	#77130	E12-SEA-01	\$2,475,000.00
SP	#77186	2007.021	\$1,666,901.42
SP	#77200	E12-SEA-02	\$999,979.55
SP	#77210	2010-032.03	\$1,112,313.00

SP	#77218	A12-SEA-01	\$2,200,000.00
SP	#77225	2006-019.03	\$1,760,200.23
SP	#77339	2008-163.01	\$1,055,110.33
SP	#77342	A13-SEA-01	\$650,000.00
SP	#77407	A13-SEA-02	\$2,200,000.00
SP	#77412	2013-027.02	\$114,870.00
SP	#77431	E13-SEA-04	\$3,300,000.00
SP	#77434	E13-SEA-03	\$3,300,000.00
SP	#77435	E13-SEA-01	\$1,760,000.00
SP	#77436	E13-SEA-02	\$1,760,000.00
SP	#77437	A13-SEA-03	\$1,760,000.00
SP	#77225	2006-019.03-R	\$558,260.53
Total Allocated:			\$34,221,202.38

DELETE

Search for Site Number
Search for Budget Project Number

Exit

Port of Miami

Contract Capital Projects

CONTRACT NO: - E12-SEA-01

CURRENT CONTRACT CDP AWARD PROJECTS:

E12-SEA-01

ACTION CAPITAL BUDGET PROJECT / DESCRIPTION

None CDP - 645430 - INFRASTRUCTURE IMPROVEMENTS

E12-SEA-01 Estimate \$2,475,000.00

Capital Budget Book Page:

135

Funding Year:

Proposed Capital Budget Book fo

ADDITIONAL CDP PROJECTS (BY PROJECT DESC)

ACTION CDP PROJECT / DESCRIPTION

None Select CDP Project...

E12-SEA-01

E12-SEA-01 Estimate 0

ADDITIONAL CDP PROJECTS (BY PROJECT NUMBER)

ACTION CDP PROJECT / DESCRIPTION

None Select CDP Project...

E12-SEA-01

E12-SEA-01 Estimate 0

Exit



Department of Small Business Development
A&E Firm History Report

From: 08/26/2008 To: 08/26/2013

PRIMES

FIRM NAME: TETRA TECH, INC
3475 E Foothill Blvd
Pasadena, CA 91107-0000

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
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E08-MIDAD-05B	1	AV	GOAL CBE 5%	11/03/2009	\$1,728,750.00
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UTILITIES MASTER PLAN (SIC 871)

\$1,728,750.00

Total Award Amount		\$1,728,750.00
Total Change Orders Approved by BCC		\$0.00

Find Contracts With Search String: <>

Projects

Gold Bottom

Exit

INTERNAL SERVICE DEPARTMENT CAPITAL IMPROVEMENTS INFORMATION SYSTEM

Friday, August 30, 2013



All Contracts for FEIN 954148514
TETRA TECH, INC.

DST	DPI	Type	Contract	Name	Location/ Contractor	Estimated Completion Date	Total Award	Last Status Date	% Complete / Status
30	PW	PSA	E03-PW-04-36	General Land and Engineering Surveying Services	TETRA TECH, INC.	8/4/2006	\$250,000	3/3/2008	100% / Closed
Totals:						1	\$250,000		

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

Contracts Status View

Exit

Projects

Gold Top



MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

Miami-Dade Aviation Department

Project Evaluation

Evaluation Type: Standard Evaluation

Contract:	E08-MDAD-05B	Work Order No: 0
Contract Name:	MIA Utility Master Plan (Water)	Contact: Joaquin Menendez
Award Amount:	\$1,650,000.00	(305) 869-0329
Contract Type:	Modeling and Master Utility Planning	
Contractor / Consultant:	Tetra Tech	FEIN: 95-4148514

Evaluator ID: ebeltre

Date: 08/30/13

Period: Modeling and Master Planning

Rating *						Criteria
	4	3	2	1	N/A	
1-	x					Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community.
2-	x					Cost effectiveness & efficiency - Budget compliance & value of work.
3-	x					Vision - Design - Concepts or adherence to criteria.
4-	x					Cooperation - Teamwork & relationship with owner, subs and suppliers.
5-	x					Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule.
6-	x					Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution.
7-	x					Completeness - Compliance with contract documents, permits, Codes & standards.
8-	x					Responsiveness - Timely, clear & concise responses to owner comments and correspondence.
9-	x					Commitment - Intangibles & contribution to project success.
10-	x					Personnel - Quality and dedication of project staff.
11-	x					Management - Leadership ability.
12-	x					Quality - Work performed correctly the first time.

Overall Performance Average: 4.0

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting: Ernesto Beltre, P.E. (305) 876-0787

Evaluation Reviewed by: Supervisor Division Chief Assistant Director Director

The method of delivery of this evaluation to contractor/consultant: Certified Mail EMail
Fax Hand

(Unresponsive Performance by contractor/consultant requires 2 delivery methods)

Evaluation delivered to: Kenneth Caban, P.E. Regional Manager

* Rating Key

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

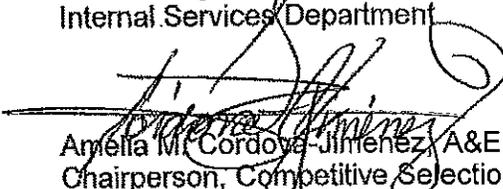
Memorandum



Date: May 13, 2013

To: Lester Sola, Director
Internal Services Department

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

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

Subject: NEGOTIATION AUTHORIZATION
PortMiami
Cargo Gate Modifications and Process Improvements
ISD Project No. E12-SEA-01

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

ISD Project No.: E12-SEA-01

Project Title: Cargo Gate Modifications and Process Improvements

Scope of Services Summary: The selected Consultant shall provide, but not be limited to the following: analysis; design; design-system criteria; system integration and construction phase services for the cargo gate modifications study, and implementation programming phase. Design, construction and system integration phases will follow for the necessary infrastructure improvements required for relocation of the cargo gate system functionality to other on-Port location(s) as well as the necessary facility design, terminal operations, gate configurations and terminal operating systems.

The initial phase will provide the framework for the program of improvements in support of the cargo gate modifications. This phase will develop an implementation, construction/demolition phasing, and sequencing plan for the necessary infrastructure improvements as an outcome of the study. Other facets taken into consideration during the programming phase include: gate area layout and geometry including road network modifications; ability of future gate systems(s) to meet increased cargo volume demands (i.e. scalability); security requirements; rail and inter-modal cargo operational needs; terminal operation requirements; and technical operations descriptions and terminal operating system capabilities.

Following the implementation phase, the scope will consist of the design phase services in support of the construction document development for the program of improvements. This may also include the design and system criteria development for the necessary front and back office cargo gate system functionality as well as the system integration and construction phase support to implement the program of improvements to final state and acceptance. This will include all project meetings; field investigations and data collection support; document review; drawings; technical specifications; special conditions; construction phasing plans (as needed); construction staging areas; calculations; detailed construction cost estimates; project schedules;

design/system criteria; bidding/procurement; post design services and any supportive ancillary tasks to the primary scope of services. All work shall be conducted to meet or exceed professional standards and comply with PortMiami Security requirements.

Term of Contract: One non-exclusive Professional Services Agreement (PSA) with a base estimate of \$2,250,000 for an effective term of four years plus two (2) one-year options to extend will be awarded under this solicitation. The two (2) one-year options to extend are contingent on the approval of the County Mayor or County Mayor's designee.

Community Business Enterprise Goal/Measure: The Department of Regulatory and Economic Resources (RER) established, on May 22, 2012, that a 25% Community Business Enterprise (CBE) goal be applied to this project.

Request to Advertise (RTA) Stamped by the Clerk of the Board (COB): July 19, 2012.

Number of Proposals Received: Seven (7) proposals were received by the Clerk of the Board on August 31, 2012.

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

Non-Compliance: BEA Architects, Inc. (FEIN 65-1020158) assigned the following required technical certification categories to their firm:

- 1.04, Transportation Planning – Port and Waterway Systems Planning;
- 5.05, Port and Waterway Systems – Cargo Terminal Design; and
- 5.10, Port and Waterway Systems – Transportation System Design

Upon review by ISD it was discovered that the firm was not technically certified to perform services for categories 1.04 and 5.05 listed above. Pursuant to Section 1.6, A&E Technical Certification Requirements, of the Notice to Professional Consultants, said categories were required for the Prime consultant on the team. As a result, the team was disqualified and did not move forward in the First Tier evaluation process. First Tier ranking resulted in the short-listing of all six responsive firms. However, RER's CBE Compliance Review deemed Parsons Brinckerhoff, Inc. (FEIN 11-1531569) non-compliant. As a result, the firm was disqualified from Second Tier evaluation.

First Tier Results: See attached First-Tier Final Tabulation Sheet.

Second Tier Results: Based on the CSC's professional expertise and by a majority vote, the CSC short-listed the six (6) responsive respondents. As noted above, Parsons Brinckerhoff, Inc. (FEIN 11-1531569) was deemed non-compliant with the CBE requirements and was, therefore, disqualified from Second Tier evaluation. In addition both Moffatt & Nichol (FEIN 95-1951343) and BCC Engineering, Inc. (FEIN 65-0540100) declined to participate in the Second Tier evaluation process. An additional Second Tier hard-copy proposal was required from each responsive respondent. Oral presentations were not required. See attached Second Tier Tabulation Sheet.

Request for Appointment of Negotiation Committee: Pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County, ISD hereby requests the County Mayor or his designee approve

the following Negotiation Committee, for the purpose of negotiating one non-exclusive PSA for this solicitation with the top ranked firm:

Juan Kuryla, PortMiami
Isa Nuñez, PortMiami
Ernesto Beltré, MDAD

Request for Authorization to Enter Negotiations: Pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County, it is hereby requested that the County Mayor or his designee approve the selection of the following firms for negotiations. See below:

SELECTION FOR PSA NEGOTIATION
ONE AGREEMENT WITH A 25% CBE GOAL

Tetra Tech, Inc.
Qualitative Points - 643
Ordinal Score - 12
Final Ranking - 1

The following teams will serve as the alternates:

CH2M Hill, Inc.
Qualitative Points - 654
Ordinal Score - 13
Final Ranking - 2

Lockwood, Andrews & Newman, Inc.
Qualitative Points - 630
Ordinal Score - 17
Final Ranking - 3

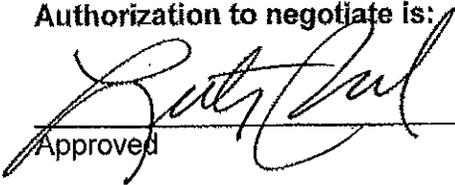
Pursuant to the Code of Silence legislation included in the Conflict of Interest and Code of Ethics Ordinance, and Section 2-11.1 of the County Code, the County Mayor or his designee will report to the Board of County Commissioners any of the following instances:

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

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

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

Authorization to negotiate is:

	5/21/13		
Approved	Date	Not Approved	Date

Attachments:

1. List of Respondents
2. First Tier Final Tabulation Sheet
3. Second Tier Final Tabulation Sheet

c: Bill Johnson, Director, PortMiami
Clerk of the Board of County Commissioners



**MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS**

LIST OF RESPONDENTS

OCI Project Name: Cargo gate Modifications and Process Improvements

OCI Project No.: E12-SEA-01

Measures: 25% CBE

Number of Agreements: 1

Contract Type: PROJECT SPECIFIC

Submittal Date: 08/31/2012

Submittal No: 1

Prime Name: MOFFAT & NICHOL, INC.

Trade Name:

Prime Local Preference: No

FEIN No.: 951951343

Subs Name	Trade Name	Subs FEIN No.
a. RODRIGUEZ AND QUIROGA ARCHITECTS CHARTERED		592277900
b. KIMLEY-HORN AND ASSOCIATES, INC.		560885615
c. ROBAYNA AND ASSOCIATES, INC.		592119073
d. PARSONS WATER & INFRASTRUCTURE INC.		710920322
e. GEOSOL, INC.		650997886
f. GARTEK ENGINEERING CORPORATION		592032388

Submittal No: 2

Prime Name: CH2M HILL, INC.

Trade Name:

Prime Local Preference: Yes

FEIN No.: 590918189

Subs Name	Trade Name	Subs FEIN No.
a. CDM SMITH, INC.	CAMP DRESSER & MCKEE INC	042473650
b. HP CONSULTANTS INC.		270014034
c. ROBAYNA AND ASSOCIATES, INC.		592119073
d. SRS ENGINEERING, INC.		650607552
e. AUTOMATED PORT SOLUTIONS, INC.		263458393



**MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS**

LIST OF RESPONDENTS

OCI Project No.: E12-SEA-01

Measures: 25% CBE

Number of Agreements: 1

Contract Type: PROJECT SPECIFIC

Submittal Date: 08/31/2012

Submittal No: 3

Prime Name: PARSONS BRINCKERHOFF, INC.

Trade Name: PB AMERICAS, INC.

Prime Local Preference: Yes

FEIN No.: 111531569

Subs Name

- a. BERMELLO, AJAMIL & PARTNERS, INC.
- b. NOVA CONSULTING, INC.
- c. TRANSYSTEMS CORPORATION
CONSULTANTS
- d. MANUEL G. VERA & ASSOCIATES, INC.

Trade Name

Subs FEIN No.

- 591722486
- 650577672
- 430839725
- 591741639

Submittal No: 4

Prime Name: BCC ENGINEERING, INC.

Trade Name:

Prime Local Preference: Yes

FEIN No.: 650540100

Subs Name

- a. F.R. ALEMAN AND ASSOCIATES, INC.
- b. HR ENGINEERING SERVICES, INC.
- c. MANUEL G. VERA & ASSOCIATES, INC.

Trade Name

Subs FEIN No.

- 592751524
- 650849633
- 591741639

Submittal No: 5

Prime Name: LOCKWOOD, ANDREWS & NEWNAM, INC.

Trade Name:

Prime Local Preference: Yes

FEIN No.: 741381591

Subs Name

- a. AMEC ENVIRONMENT & INFRASTRUCTURE,
INC.
- b. ARQUITECTONICA INTERNATIONAL
CORPORATION
- c. C.H. PEREZ & ASSOCIATES CONSULTING
ENGINEERS, INC.
- d. EAC CONSULTING, INC.
- e. KEITH AND ASSOCIATES, INC.
- f. NOVA CONSULTING, INC.
- g. ROSS & BARUZZINI, INC.

Trade Name

Subs FEIN No.

- 911641772
- 591795451
- 550866252
- 650519739
- 650806421
- 650577672
- 430787438



MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

LIST OF RESPONDENTS

OCI Project No.: E12-SEA-01

Measures: 25% CBE

Number of Agreements: 1

Contract Type: PROJECT SPECIFIC

Submittal Date: 08/31/2012

Submittal No: 6

Prime Name: TETRA TECH, INC

Trade Name:

Prime Local Preference: Yes

FEIN No.: 954148514

Subs Name

- a. A.D.A. ENGINEERING, INC.
- b. A & P CONSULTING TRANSPORTATION ENGINEERS CORP.

Trade Name

Subs FEIN No.

592064498
650770583

Submittal No: 7

Prime Name: BEA ARCHITECTS, INC.

Trade Name:

Prime Local Preference: Yes

FEIN No.: 651020158

Subs Name

- a. DAVID PLUMMER & ASSOCIATES, INC.
- b. TLC ENGINEERING FOR ARCHITECTURE, INC.
- c. LAURA LLERENA & ASSOCIATES, INC.

Trade Name

Subs FEIN No.

591810619
591228645
591983295

CARGO GATE MODIFICATIONS AND PROCESS IMPROVEMENTS

ISD PROJECT NO. E12-SEA-01

SECOND TIER TABULATION SHEET

NAME OF DESIGN BUILDERS		COMPETITIVE SELECTION COMMITTEE										TOTAL		FINAL RANKING		
1 CHEM HILL, Inc - Local		Juan Kryla, PM (Miami)	Isa Nunez, PM (Miami)	Kevin Lynahey, RM (Miami)	Heana Quintana, PM (Miami)	Erica Betts, PM (MIAMI)	Patrick Wong, RUP	Li Gurau, PROS	SUB-TOTAL	Average	Low Disparity	High Disparity	TOTAL			
1B - Knowledge of Project Scope (Max 50 points)	49	48	45	47	48	49	46	332	47	32	63					
2B - Qualifications of Team Members Assigned to the Project (Max 40 points)	38	38	35	37	38	38	37	261	37	25	50					
3B - Ability to Provide Required Services within Schedule and Budget (Max 10 points)	9	8	8	9	9	9	9	61	9	6	12					
1B Breakers: 1B, 2B, 3B, Total 1B, Total 2B, Total 3B																
Ordinal Scores	1	1	1	3	3	2	2	13								
3 Tetra Tech, Inc - Local	96	94	88	95	95	96	92					654			2	
1B - Knowledge of Project Scope (Max 50 points)	45	45	40	49	48	49	48	374	46	31	62					
2B - Qualifications of Team Members Assigned to the Project (Max 40 points)	34	35	35	38	39	39	36	258	37	25	49					
3B - Ability to Provide Required Services within Schedule and Budget (Max 10 points)	8	9	8	9	9	9	9	61	9	6	12					
1B Breakers: 1B, 2B, 3B, Total 1B, Total 2B, Total 3B																
Ordinal Scores	3	2	2	1	2	1	1	12								
4 Lockwood, Andrews & Newnam, Inc - Local	89	89	83	96	96	97	93					643			1	
1B - Knowledge of Project Scope (Max 50 points)	46	47	40	48	49	47	44	321	46	31	61					
2B - Qualifications of Team Members Assigned to the Project (Max 40 points)	37	32	35	37	39	37	34	251	36	24	48					
3B - Ability to Provide Required Services within Schedule and Budget (Max 10 points)	8	7	8	9	9	8	9	58	8	6	11					
1B Breakers: 1B, 2B, 3B, Total 1B, Total 2B, Total 3B																
Ordinal Scores	2	3	3	2	1	3	3	17								
ISD Chairperson: Fain Semanis for Amelia Cordova	91	86	83	94	97	92	87					630			3	

PORTMIAMI
NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
CARGO GATE MODIFICATIONS AND PROCESS IMPROVEMENTS

CONTRACT NO. E12-SEA-01

AUGUST 2013



Carlos A. Gimenez, Mayor

BOARD OF COUNTY COMMISSIONERS

Rebecca Sosa, 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
Juan C. Zapata
District 11
Jose "Pepe" Diaz
District 12
Esteban Bovo, Jr.
District 13

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

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In employment and services and does not discriminate on the basis of handicap.**

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PORTMIAMI

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT

CARGO GATE MODIFICATIONS AND PROCESS IMPROVEMENTS

CONTRACT NO. E12-SEA-01

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NON-EXCLUSIVE PROFESSIONAL SERVICE AGREEMENT

THIS NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 20__ by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and TETRA TECH, INC., a DELAWARE corporation authorized to do business in the State of FLORIDA with offices in MIAMI, Florida, hereinafter referred to as the "CONSULTANT".

W I T N E S S E T H :

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the CONSULTANT and the CONSULTANT hereby covenants to provide the professional services prescribed herein in connection with the Cargo Gate Modifications and Process Improvements, Contract No. E12-SEA-01 / Project No. 2011-045, as more specifically described in SECTION II- PROFESSIONAL SERVICES of this Agreement for the Dante B. Fascell Port of Miami-Dade, hereinafter referred to as the "PROJECT".

SECTION I – COUNTY OBLIGATIONS

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

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

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

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

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

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

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

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

SECTION II – PROFESSIONAL SERVICES

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

Analysis; design; design/system criteria; system integration and construction phase services for the Cargo Gate Modifications study, starting with an implementation programming phase. Design, construction and system integration phases will follow for the necessary infrastructure improvements required for relocating the cargo gate system functionality to other on-Port location(s) as well as the necessary facility design, terminal operations, gate configurations and terminal operating systems.

The initial phase will provide the framework for the program of improvements in support of the cargo gate modifications. In addition, this phase will validate the location of the cargo gate systems as well as develop an implementation, construction/demolition phasing, and sequencing plan for the necessary infrastructure improvements as an outcome of the study. Other facets taken into consideration during the validation and programming phase include: gate area layout and geometry including road network modifications; ability of future gate system(s) to meet increased cargo volume demands (i.e., scalability); security requirements; rail and intermodal cargo operational needs; terminal operation requirements; and technical operations descriptions and terminal operating system capabilities.

Following the implementation phase, the scope will consist of the design phase services in support of the construction document development for the program of improvements. This may also include the design and system criteria development for the necessary front and back office cargo gate system functionality as well as the system integration and construction phase support to implement the program of improvements to final state and acceptance. This will include all project meetings; field investigations and data collection support; document review; drawings; technical specifications; special conditions; construction phasing plans (as needed); construction staging areas; calculations; detailed construction cost estimates; project schedules; design/system criteria; bidding/procurement; post-design services and any supportive ancillary tasks to the primary scope of services. All work shall be conducted to meet or exceed professional standards and comply with Port of Miami Security requirements.

For a more detailed list of compensation rates, please refer to Attachment "A", TETRA TECH, INC.'S SCHEDULE OF RATES.

- A. In connection with professional services to be rendered pursuant to this Agreement, the CONSULTANT further agrees to provide complete engineering services to: Maintain an adequate staff of qualified personnel on the project at all times to complete the scope in accordance with the terms specified in the applicable Work Order. The COUNTY has the right to approve and regulate the CONSULTANT's workforce and approve specific CONSULTANT employees. The COUNTY has the right to have any CONSULTANT employee removed from the work, if, in the COUNTY's sole judgment, such employee's conduct or performance is detrimental to the project. The CONSULTANT shall not replace any employee in the team initially proposed by the CONSULTANT without prior COUNTY approval. The CONSULTANT shall submit a list of employees intended to be engaged in the work under this Agreement, including their classification and salary rates, as reported to the Internal Revenue Service (I.R.S.), as Attachment "A" to this agreement and made a part hereof.
- B. Comply with all federal, state and local laws, regulations, codes, ordinances, resolutions and administrative orders applicable to the work.
- C. Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the work.
- D. Report the status of the work to the Director upon request and hold pertinent data, calculations, field notes, records, sketches, and other products open to the inspection of the Director at any time. The CONSULTANT shall reference all correspondence and work with the Work Order Number.

- E. Submit for COUNTY review, work schedules, cost estimates, design computations, drawings, sketches, and other data representative of the work's progress at the percentage stages of completion which may be stipulated in the applicable Work Order, as applicable. Submit for COUNTY approval the final work products upon incorporation of any modifications requested by the COUNTY during any previous review. Drawings shall be in AutoCAD format in a version acceptable to the Department. Upon finalization of work the CONSULTANT shall submit hard copy reproducible as well as editable final product disks to the COUNTY.
- F. Confer with the COUNTY at any time during the further development and implementation of improvements for which the CONSULTANT has provided design or other services as to interpretation of plans and other documents, correction of errors and omissions and preparation of any necessary revisions thereof. The CONSULTANT shall not be compensated for the correction of CONSULTANT'S errors and omissions.
- G. Prior to final approval of work by the Director, the CONSULTANT shall complete a preliminary check of any documents submitted for compliance with all county, city, state, and federal agencies as required.
- H. Make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of this Agreement, without first notifying the COUNTY and securing its consent in writing. The CONSULTANT also agrees that it shall not publish, copyright, or patent any of the data furnished in compliance with this Agreement, that being understood that under SECTION X – OWNERSHIP OF DOCUMENTS hereof such data or information is the property of the COUNTY.

SECTION III – TIME FOR COMPLETION

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

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

SECTION IV– FORCE MAJEURE

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

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

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

SECTION V – COMPENSATION

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

A. Fee as a Multiple of Negotiated Fixed Hourly Rates per classification

1. The fee for services rendered by the CONSULTANT's personnel, principals excluded, shall be computed based on the negotiated fixed raw salary rates included in Attachment "A" times negotiated multipliers of 2.8 for Office and Specialized Personnel, and 2.2 for Field Personnel. Office Personnel shall mean personnel that are located in the home offices of the CONSULTANT and or Sub-consultant(s). Specialized Personnel shall mean personnel that are in local or out of state offices of the CONSULTANT and/or Sub-consultant(s) that possess specialized technical knowledge and expertise in a subject that may be assigned as needed, subject to written approval by the COUNTY, to provide specialized services related to the scope of work. 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 \$140 per hour for Office and Field Personnel, and \$155 per hour for Specialized Personnel, for the CONSULTANT and Sub-consultant(s) as specifically provided herein. The COUNTY has the right to verify these multipliers through an audit.

2. The CONSULTANT and its Sub-consultants shall be compensated at the flat rate of \$110 per hour for the time of principals engaged directly in the work. This rate shall not be subject to the negotiated multiplier and shall be applied to the time spent on requested work by the following principal(s).

ALBERTO ARGUDIN

JON FOX

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.

B. Lump sum Fee

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

C. Reimbursable Expenses

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

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

D. Maximum Compensation

The maximum compensation for the services included shall be the NOT TO EXCEED amount of \$2,250,000.00 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 – If 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 \$2,250,000.00 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 \$225,000.00. It is understood that any unspent portion of the allowance account is to remain with the COUNTY.

SECTION VII – METHODS OF PAYMENT

The COUNTY agrees to make monthly or partial payments to the CONSULTANT, based on properly submitted invoices, for all authorized work performed during the previous calendar month or other mutually agreed invoicing period. The CONSULTANT agrees to provide with every invoice copies of any records necessary to substantiate payment requests to the COUNTY such as timesheets,

detailing the task where the time has been spent, monthly progress reports and hours/cost expenditure reports, in a format acceptable to the COUNTY. The CONSULTANT shall submit duly certified invoices in triplicate to the Director in a form acceptable to the Director. Each invoice shall make reference to the particular Work Order which authorized the services performed and/or expenses incurred. The amount of invoices submitted shall be comprised of the amounts due for all services performed including timesheets and/or reimbursable expenses incurred to date in connection with authorized work, less previous payments.

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

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

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

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

B. Lump Sum Fee

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

SECTION VIII – SCHEDULE OF WORK

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

SECTION IX – RIGHT OF DECISIONS AND DISPUTE RESOLUTION

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

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

The parties to this contract hereby authorize the Seaport Director, functioning as the Contracting Officer or his/her designee, to decide all questions, disputes or claims of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Contract and this decision shall be conclusive, final and binding on the parties, subject only to the limited right of review specified below. The parties hereto further agree that, upon timely request under

this Section, both the CONSULTANT and COUNTY are entitled to a hearing before the Contracting Officer, or his/her designee, at which both CONSULTANT and the COUNTY may present evidence and live testimony, in accordance with the Florida Rules of Evidence, and the right to cross-examine each other's witnesses.

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

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

SECTION X – OWNERSHIP OF DOCUMENTS

All notes, correspondence, documents, designs, drawings, cost estimates, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for Services performed or produced in the performance of this Agreement, whether in paper or other hard copy medium or in electronic medium, except with respect to copyrighted standard details and designs owned by the CONSULTANT or owned by a third party and licensed to the CONSULTANT for use and reproduction, shall become the property of the COUNTY without restrictions or limitations. However, the COUNTY may grant an exclusive license of the copyright to the CONSULTANT for reusing and reproducing copyrighted materials or portions thereof as authorized by the COUNTY in advance and in writing. In addition, the CONSULTANT shall not disclose, release, or make available any document to any third party without prior written approval from COUNTY. The CONSULTANT shall warrant to the COUNTY that he/she has been granted a license to use and reproduce any standard details and designs owned by a third party and

used or reproduced by the CONSULTANT in the performance of this Agreement. All drawings shall be AutoCAD format in a version acceptable to the Department, produced by computer in files maintained on disks. When each individual section of work requested pursuant to this Agreement is completed and accepted, all of the above data shall be delivered to the Director. Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes.

SECTION XI – REUSE OF DOCUMENTS

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

SECTION XII – NOTICES

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

SECTION XIII – ABANDONMENT

In the event the COUNTY causes abandonment, cancellation, or suspension of the projects or parts thereof, the CONSULTANT shall be compensated for all services rendered consistent with the terms of this Agreement up to the time the CONSULTANT receives written notification of such

abandonment, cancellation or suspension. This compensation shall be determined on the basis of the percentage of the total services which have been performed at the time of the CONSULTANT receives such notice. In the event partial payment has been made for professional services not performed, the CONSULTANT shall return such sums to the COUNTY within ten (10) days after receipt of written notice that such sums are due.

SECTION XIV – AUDIT RIGHTS

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

SECTION XV – SUBCONTRACTING AND ASSIGNMENT

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

In addition, and as applicable, the CONSULTANT agrees to comply with the Miami-Dade COUNTY Ordinance 01-103 and Administrative Order 3-32 regarding the Community Business

Enterprise (CBE) program. The COUNTY has established a participation goal of 25% 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:

A.D.A. ENGINEERING, INC.

A & P CONSULTING TRANSPORTATION ENGINEERS CORP.

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

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

SECTION XIX – DEFAULT

In the event the CONSULTANT fails to materially comply with the provisions of this Agreement, the Director may declare the CONSULTANT in default by thirty (30) days prior written notification. In such event, the CONSULTANT shall only be compensated for any professional

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

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

SECTION XX – INDEMNIFICATION AND INSURANCE

Consultant, in accordance with Section 725.08, Florida Statutes, shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement. Consultant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Consultant shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

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

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

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

- A. Workmen's Compensation Insurance for all employees of the Consultant as required by Florida Statute 440.
- B. Commercial General Liability Insurance in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

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

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

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

or

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

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

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

1. New Construction (NC): All new construction projects shall be required to attain "Silver" or higher level rating under the LEED-NC Rating System.
2. Major Renovations and Remodels: All major renovations and remodels shall attain "Certified" or higher level rating under the LEED-NC Rating System.
3. Non-Major Renovations and Remodels: All non-major renovations and remodels shall attain "Certified" or higher level rating under the appropriate

LEED Rating System such as LEED-NC, LEED-Existing Building (EB) or LEED-Commercial Interior (CI).

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

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

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

1. The purposes of allocating accelerated depreciation benefits pursuant to Section 179D of the Internal Revenue Code of 1986, as amended (the “Code”).
2. If County and the Internal Revenue Service (IRS) determine that the Consultant is eligible and shall receive accelerated depreciation benefits as a “Designer” for the purposes of Section 179D of the Code or that the Consultant shall otherwise benefit financially from the monetization of the accelerated depreciation benefit, the Consultant hereby agrees to discount its contract price or provide a cash rebate to County (the determination of rebate versus discount to be determined by County in its sole discretion) in an amount equal to the total

financial benefit realized by the Consultant; at the time the financial benefit to the Consultant becomes ascertainable.

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

SECTION XXIII – OFFICE OF MIAMI-DADE COUNTY INSPECTOR GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

The provisions in this Section shall apply to the Contractor/Consultant, its officers, agents and employees. The Contractor/Consultant shall incorporate the provisions in this section in all

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

SECTION XXIV – AFFIRMATIVE ACTION

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

SECTION XXV – PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS

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

SECTION XXVI - SANCTIONS FOR CONTRACTUAL VIOLATIONS

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

SECTION XXVII – BUSINESS APPLICATION AND FORMS

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

The Proposer is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the DPM website at www.miamidade.gov 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 _____

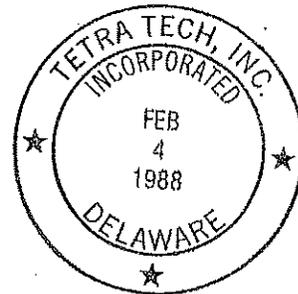
TETRA TECH, INC.

By: *Janis B. Salas*
Corporate Secretary

By: *[Signature]*
Senior Vice President

(Corporate Seal)

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



ATTACHMENT "A"

TETRA TECH, INC.'S
SCHEDULE OF RATES

ATTACHMENT A

SCHEDULE OF HOURLY RATES FOR FEE AS A MULTIPLE OF FIXED HOURLY RATE

Tetra Tech, Inc. Rate Schedule for Professional Services

<u>CATEGORIES</u>	<u>HOURLY RAW SALARY RATE RANGE</u>	<u>HOURLY RATES</u>
PROFESSIONAL SERVICES - Architects, Computer Specialists, Construction Coordinators, Construction Managers, Cost Estimators, Engineers, Management Consultants, Operations Specialists, Planners, Scientists, Specification Specialists, Instrumentation Specialists, GIS Specialists, Sr. Public Affairs Coordinator, Public Affairs Coordinator		
PRINCIPAL	\$75-104	\$110
SPECIALIZED PROFESSIONAL	\$52-91	\$155
SR PROFESSIONAL /PROFESSIONAL	\$24-47	\$140
PROFESSIONAL SUPPORT - Design/Drafting, Graphic Artists, Technicians		
SENIOR SUPPORT SERVICES	\$32-38	\$110
STAFF SUPPORT SERVICES	\$21-34	\$90
CONSTRUCTION ADMINISTRATION - Lead Construction Representative, Senior Construction Representative, Construction Representative		
SENIOR PROFESSIONAL	\$33-50	\$140
PROFESSIONAL	\$26-30	\$85
CONSTRUCTION INSPECTION - Field inspectors (2.2 multiplier)		
SENIOR INSPECTOR	\$21-39	\$85
INSPECTOR	\$19-34	\$75
PROJECT SUPPORT SERVICES - Project Administrations, Contract Administrators, Word Processing		
SR. PROJECT ADMINISTRATION	\$25-28	\$80
PROJECT ADMINISTRATION	\$18-27	\$70
Negotiated multiplier of 2.80 for office staff and 2.20 for field staff. Principal shall be compensated at the flat rate of \$110 per hour for the time spent engaged directly in the work. The maximum compensation shall not exceed \$155 per hour for Specialized Staff and \$140 per hour for others.		

ATTACHMENT “B”

CBE PROVISIONS

**MIAMI-DADE COUNTY
FLORIDA**

DEPARTMENT OF SMALL BUSINESS DEVELOPMENT

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

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

PARTICIPATION PROVISIONS

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

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

Set-Aside	<input type="text"/>
Subconsultant Goal	<input type="text" value="25%"/>

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

January 2010

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

A. DEFINITIONS

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

1. Agreement means an agreement proposed by the County, Fire, or Public Health Trust staff, or approved by the County Commission, Fire or Public Health Trust for architectural, landscape architectural, engineering, or surveying and mapping professional services.
2. Available or Availability means to have, prior to proposal submission, the ability to provide professional services under an agreement or subconsultant agreement by having reasonably estimated, uncommitted capacity and expertise; all licenses, permits, registrations, insurances and certifications; that are reasonably required to perform the agreement or subconsultant agreement consistent with normal industry practice; and the ability to otherwise meet all the proposal specifications.
3. Bonding Assistance may include providing assistance in preparing and completing bond packages as well as providing funding to be used for bonding purposes.
4. Business Day means a regular weekday (Monday through Friday) normally starting at 8:00 a.m. and finishing at 5:00 p.m., excluding Saturdays and Sundays and excluding all legal holidays recognized by the Federal, State or Miami-Dade County governments.
5. Calendar Day means a twenty-four (24) hour period covering all days of the week (Monday through Sunday, including all holidays), starting at 12:00 a.m. and finishing at 11:59 p.m.
6. CBE-A/E Program is the Community Business Enterprise Program for architectural, engineering, landscape architectural, surveying and mapping professionals.
7. Commercially Useful Function means contractual responsibility for the execution of a distinct element of the work of an agreement by a firm and the carrying out of the contractual responsibilities by actually performing, managing, and supervising the work involved. Acting as a broker is not considered a commercially useful function. The determination of whether an activity is a commercially useful function shall include: the evaluation of the amount of work subconsulted; normal industry practices; the skills, qualifications, or expertise of the firm to perform the work; whether the firm's own personnel perform, manage, and/or supervise the work involved; and other relevant factors.
8. Community Business Enterprise (CBE-A/E) means a firm providing architectural,

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

- i. First Tier CBE-A/Es - 3 year average annual gross revenues of \$0 to \$2,000,000.
 - ii. Second Tier CBE-A/Es in the case of architectural services - 3 year average annual gross revenues above \$2,000,000 to \$4, 500,000.
 - iii. Second Tier CBE-A/Es in the case of landscape architectural services, engineering, or surveying and mapping services - 3 year average annual gross revenues above \$2,000,000 to \$6, 000,000.
9. Completed Fiscal Year means a taxable year including any short period. Taxable year and short period have the meaning attributed to them by the IRS.
 10. Construction means the building, renovating, retrofitting, rehabbing, restoration, painting, altering, or repairing of a public improvement.
 11. SBD means Miami-Dade County Department of Small Business Development.
 12. Debar means to exclude a consultant, its individual officers, its shareholders with significant interests, its qualifying agent or its affiliated businesses from County agreements, whether as a prime consultant or subconsultant, for a specified period of time, not to exceed five (5) years.
 13. Design-Build Contract means a single contract with a design-build firm for the design and construction of a public construction project.
 14. Design-Build Firm means a partnership, corporation, or other legal entity with the following characteristics:
 - a. A partnership or joint venture, having at least one partner in compliance with

either of the following two requirements:

- i. Is certified under Section 489.119, Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - ii. Is certified under Section 471.023, Florida Statutes, to practice engineering; certified under Section 481.219 to practice architecture; or certified under Section 481.319 to practice landscape architecture.
 - b. An individual or corporation in compliance with the following two requirements:
 - i. Is certified under Section 489.119, Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; and
 - ii. Is certified under Section 471.023, Florida Statutes, to practice engineering; certified under Section 481.219 to practice architecture; or certified under Section 481.319 to practice landscape architecture.
15. DPM means Miami-Dade County Department of Procurement Management.
 16. Firm means any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, landscape architecture, design-build, and/or land surveying and mapping services.
 17. Graduation means the CBE-A/E has exceeded the specific size limits stated for the Program and thus will no longer be eligible for participation in the Program.
 18. Gross Revenues is defined to include all revenue in whatever form received or accrued from whatever source, including from the sales of products or services, interest, dividends, rents, royalties, fees, or commissions, reduced by returns and allowances. However, the term revenues excludes proceeds from sales of capital assets and investments, proceeds from transactions between a firm and its domestic and foreign affiliates, amounts collected for another by a travel agent or real estate agent, and taxes collected for remittance to a taxing authority.
 19. Joint Venture means an association of two or more CBE-A/Es. Joint ventures shall be subject to the size limitations set forth in Ordinance 01-103 (as amended).
 20. Multiple Projects Contract is a contract for a "project" which constitutes a grouping of minor or substantially similar study of activities or substantially similar construction, rehabilitation or renovation activities as defined in Sec. 2-10.4(1)(e)(I) and (2) of the Code of Miami-Dade County.

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21. Net Worth for the purposes of the size limits is defined as total assets minus total liabilities, of owners.
 22. Owned means having all the customary incidents of ownership, including the right of disposition, and the right or obligation to share in all risks and profits commensurate with the degree of ownership interest.
 23. Pre-Qualification Certification is the certification process required of all firms providing architectural, engineering, landscape architectural, land surveying and mapping professional services. It consolidates technical certification, affirmative action plan certification, and vendor registration and affidavit execution, into one application process.
 24. Professional Services are those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
 25. Project Specific Awards are contracts for professional services between Miami-Dade County and a firm whereby the firm provides professional services to the agency for work of a specified nature for a fixed capital study or planning activity.
 26. Prompt Payment is the intent of the County that all firms providing professional services to the County shall receive payments promptly in order to maintain sufficient cash flow.
 - a. Contracts with CBE-A/E set-asides or subconsultant goals shall require that billings from consultants under prime professional services agreements with Miami-Dade County, Fire or the Public Health Trust shall be promptly reviewed and payment made by the County, Fire or Trust on those amounts not in dispute within fourteen (14) calendar days of receipt of such billing by the County, Fire, or the Trust.
 - b. The Department of Small Business Development may investigate reported instances of late payments to CBE-A/Es.
 - c. The County Manager shall establish an administrative procedure for the resolution of written complaints pertaining to underpayment of professional services.
 27. Proposal means a proposal, letter of interest, letter of participation or offer by any proposer in response to any kind of invitation, request or public announcement to submit such proposal, letter of interest, letter of participation or offer to perform the agreement.

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28. Proposer means any firm that submits a proposal to provide professional services.
 29. Qualifier means the individual who qualified the firm license holder as required by Florida Statute.
 30. Review Committee or RC means the committee established by the County Manager to review proposed projects for the application of contract measures.
 31. Review Committee Process involves the County Manager or his or her designee's establishment of an administrative procedure for the review of each proposed County agreement to which Ordinance 01-103 (as amended), Administrative Order 3-32 and these Provisions apply, including the establishment of a committee to recommend whether CBE-A/E measures should be applied.
 32. Set-aside means reservation for competition solely among first tier CBE-A/Es of given prime County agreements for architectural, landscape architectural, engineering, or surveying and mapping professional services.
 33. Subconsultant Goal means a proportion of a prime agreement value stated as a percentage to be subconsulted to first and/or second tier CBE-A/Es to perform a commercially useful function.
 34. Suspension means temporary debarment for a period not to exceed two (2) years.
 35. Technical Certification means a certification approved by the Miami-Dade County Technical Certification Committee that allows a firm to submit proposals on, and receive award of, County agreements for architectural, engineering, landscape architecture, or surveying and mapping services.

B. GENERAL INFORMATION

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

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

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

1. The proposer shall fully comply with these Provisions which implement Miami-Dade County's Ordinance 01-103 (as amended) and Administrative Order 3-32, respectively.
2. Miami-Dade County shall not award an agreement to any proposer which it determines fails to comply with the applicable requirements of these Provisions.
3. Forms necessary for submittal of information pertaining to these Provisions are included in the appendix. Additional copies may be obtained by contacting the Compliance Monitor at the Department of Small Business Development (SBD), 111 N.W. 1st Street, 19th Floor, Miami, Florida 33128 or by telephone (305) 375-3111, facsimile (305) 375-3160.

C. CERTIFICATION

1. SBD is the County agency responsible for certifying applicants, decertifying and recertifying CBE-A/Es, and maintaining the Certification List. SBD shall maintain and publish at least monthly an updated list of CBE-A/Es, identifying each listed CBE-A/E based on each SIC/NAICS category, and each Technical Certification Category.
2. Proposers must utilize the most current certification list in complying with these Provisions. A current certification list may be obtained by contacting the Miami-Dade County Department of Small Business Development at 111 N.W. 1st Street, 19th Floor, Miami, Florida 33128 or by telephone at (305) 375-3111, facsimile (305) 375-3160. A copy of the certification application and list are also available on SBD's Web Page through Miami-Dade County's Internet Portal at <http://www.miamidade.gov/sba/>.
3. A CBE-A/E must have a Pre-Qualification certification and a valid CBE-A/E certification in effect at the time of proposal submittal. For successful proposers, certification must be maintained from the time of proposal submittal throughout the duration of the agreement. With the exception of provisions described in the CBE-A/E Ordinance for graduation from the CBE-A/E program, loss of CBE-A/E certification may lead to removal of the firm from continued participation in the CBE-A/E program. CBE-A/Es shall allow site visits by SBD staff to determine continuing compliance with certification requirements.

D. JOINT VENTURES

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

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

1. A description of the financial contribution of each member;
2. A list of the personnel and equipment used by each member;
3. A detailed breakdown of the responsibility of each member and the work to be performed by each member;
4. An explanation of how the profits and/or losses will be distributed;
5. The bonding capacity of each member;
6. A description of any management or incentive fees for any of the members;
7. A statement of the percentage of the joint venture that is owned and controlled by the qualifying member(s) and the basis for claiming such percentage; and
8. A copy of any required State certificates or registrations.

E. CONTRACT MEASURES

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

1. Set-Aside Agreements

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

- i. In order to submit a proposal on a set-aside agreement, the proposer (and all sub-consultants) must be certified as first-tier CBE-A/Es prior to proposal submission date. A CBE-A/E awarded a set-aside agreement shall not transfer to a non-CBE-A/E or a second-tier CBE-A/E, through subconsulting or otherwise, any part of the actual work of the agreement unless the proposal documents expressly and specifically permit such transfer as consistent with normal industry practice or the CBE-A/E requests and receives prior to agreement award, an approval letter from SBD.
- ii. A first tier CBE-A/E that performs the work of a set-aside agreement with its own forces may count such work towards reducing the CBE-A/E set-aside applied to the agreement by a maximum of one hundred (100) percent.

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- iii. Respondents on agreement set-asides must submit completed "Letter(s) of Agreement" (Form CBE 105) at the time of proposal submission. Respondents who fail to submit the required Letter(s) of Agreement shall be considered non-responsive.
 - iv. Defective Letter(s) of Agreement that are incomplete or inaccurate upon notification by the Department of Small Business Development may be corrected within 48 hours from notification by the department. Examples of defects include, but are not limited to, improperly executed letters, the listing of unidentifiable CBE-A/Es and percentage miscalculations that are not mere clerical errors apparent on the face of the Letter of Agreement.
- b. The following shall constitute a violation of these Provisions as they relate to an agreement that is set-aside:
- i. Submission of Letter(s) of Agreement of first-tier CBE-A/E subconsultants that the respondent knew or should have known is incomplete or inaccurate;
 - ii. After proposal submission due date, deviations from the Letter of Agreement without the written approval of the Compliance Monitor;
 - iii. The utilization of a non-certified or a second-tier CBE-A/E.
 - iv. A first-tier CBE-A/E serving as a conduit for set-aside CBE-A/E work awarded to a firm as a first-tier CBE-A/E but which is being performed by a non-CBE-A/E or a second-tier CBE-A/E firm;
 - v. Not obtaining or retaining first-tier CBE-A/E certification while performing work on a set-aside designated for first-tier CBE-A/E firms;
 - vi. Failure to submit "Architecture & Engineering Utilization Reports";
 - vii. Failure to comply with first-tier CBE-A/E certification requirements including not maintaining a place of business in Miami-Dade County, not reporting organizational and operational changes, providing inaccurate or false information, and other certification related violations;
 - viii. Modifications to the terms and/or prices of payment to a first-tier CBE-A/E without prior approval from SBD; or
 - ix. Unjustified failure to enter into a written subconsultant agreement with a first-tier CBE-A/E after listing the firm on a "Letter of Agreement."

2. Subconsultant Goals

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

a. Respondent's Responsibilities for Subconsultant Goals:

- i. Respondents must submit a completed Letter of Agreement (Form CBE 105) at the time of proposal submission identifying all CBE-A/Es to be utilized to meet the subconsultant goal, the professional service designation of work each will perform, and the percentage of such work. The Letter of Agreement constitutes a written representation by the respondent that, to the best of the respondent's knowledge, the CBE-A/E/s listed is/are qualified and available to perform as specified. The Letter of Agreement is a commitment by the respondent that, if awarded the agreement, it will enter into written subconsultant agreements with the identified CBE-A/Es for the scope of work at the percentage set forth in the Letter of Agreement.
- ii. Respondents who fail to submit the required Letter of Agreement at the time of proposal submission shall be considered non-responsive.
- iii. Defective Letters of Agreement that are incomplete or inaccurate upon notification by the Department of Small Business Development may be corrected within 48 hours from notification by the department. Examples of defects include, but are not limited to, improperly executed letters, the listing of unidentifiable CBE-A/Es and percentage miscalculations that are not mere clerical errors apparent on the face of the Letter of Agreement.
- iv. Only a successful respondent that is a second tier CBE-A/E or a second tier CBE-A/E joint venture may perform up to one hundred percent (100%) of a CBE-A/E subconsultant goal with its own forces.
- v. Expenditures to subconsulting CBE-A/Es shall be counted toward meeting specified subconsultant goals as follows:
 - (1) One hundred percent (100%) of the expenditures to a CBE-A/E that performs a commercially useful function in the supply of services required for the fulfillment of the agreement;
 - (2) One hundred percent (100%) of the expenditures to CBE-A/Es that subconsult work further to non-CBE-A/Es, only if the proposal documents expressly and specifically permit such subconsulting as consistent with normal industry practice, or if the respondent or CBE-A/E requests and receives prior to agreement award an

approval letter from SBD;

- (3) One hundred percent (100%) of the expenditures to CBE-A/Es that perform actual work with their own forces;
 - (4) None of the expenditures to a CBE-A/E that acts essentially as a conduit to transfer funds to a non-CBE-A/E unless the proposal documents expressly and specifically permit such transfers as consistent with normal industry practice or the respondent or CBE-A/E requests and receives prior to agreement award an approval letter from SBD; and
 - (5) Only expenditures to CBE-A/Es made under a written subconsultant agreement executed by both the prime consultant and the CBE-A/E shall be counted towards meeting the subconsultant goal.
- vi. Respondents whose proposals do not meet the specified goal, in order to remain eligible, must submit to the Contracting Officer no later than 4:00 p.m. on the second business day following proposal submission, evidence proving the lack of available CBE-A/Es to afford effective competition to provide the services to meet the goal. To prove lack of availability, respondents must submit the following:
- (1) Unavailability Certificates (Form CBE 103) either completed and signed by all of the CBE-A/Es certified to perform the scopes of work or completed and signed by the respondent explaining the contacts with all of the CBE-A/Es certified to perform the scopes of work, statements or actions of the CBE-A/Es showing unavailability, and the reason(s) why the CBE-A/Es' signature could not be obtained;
 - (2) A listing of any proposals received from a CBE-A/E, the scope of work, percentage of work and the respondent's reasons for rejecting each proposal;
 - (3) A statement of the respondent's contacts with SBD for assistance in determining available CBE-A/Es;
 - (4) A description of the respondent's process for soliciting and evaluating proposals from CBE-A/Es, including copies of telephone logs detailing time, date and name of contacts with potential subconsultants;
 - (5) Respondents may establish a CBE-A/E as unavailable if its proposal is not reasonably competitive with comparable proposals of non-CBE-A/E s for the same scope of work. To establish a CBE-A/E as

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

- b. Respondents whose proposals do not meet the specified goal, and who do not prove lack of availability as indicated in 2. (a.) (vi.) above are not in compliance with these Provisions. The following shall constitute non-compliance with these Provisions as it relates to an agreement which has a CBE-A/E subconsultant goal:
 - i. The utilization of a non-certified CBE-A/E;
 - ii. A CBE-A/E serving as a conduit for CBE-A/E work awarded to a firm as a CBE-A/E but which is being performed by a non-CBE-A/E firm;
 - iii. A prime consultant not meeting CBE-A/E subconsultant goal requirements;
 - iv. Not obtaining or retaining CBE-A/E certification while performing work designated for CBE-A/E firms;
 - v. Failure to submit Architecture & Engineering Utilization Reports;
 - vi. Deviations from the Letter of Agreement without prior approval from SBD;
 - vii. Termination of the CBE-A/E's agreement without prior approval from SBD;
 - viii. Reduction of the scope of work of a CBE-A/E subconsultant without prior approval from SBD;
 - ix. Modifications to the terms and/or prices of payment to a CBE-A/E without prior approval from SBD; or
 - x. Unjustified failure to enter into a written subconsultant agreement with a CBE-A/E after listing the firm on a Letter of Agreement.
- c. County Responsibilities for Agreements Set-Asides and Subconsultant Goals:
 - i. SBD shall review the Letter/s of Agreement, and Unavailability

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

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

F. DESIGN-BUILD CONTRACTS

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

G. PROMPT PAYMENT

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

1. Prime Consultant Responsibilities

- a. A prime consultant shall include in its billing to Miami-Dade County, Fire or the Public Health Trust copies of those portions of the billings from CBE-A/E subconsultants utilized to meet the subconsultant goal applicable to the agreement which the prime consultant approves and whose cost is included in the payment amount requested from Miami-Dade County, Fire or the Public Health Trust.
- b. Prime consultant agreements to which a CBE-A/E subconsultant goal has been applied shall require that billings from CBE-A/Es be promptly reviewed and payment made to such CBE-A/Es on those amounts not in dispute within two (2) business days of receipt of payment therefore. The foregoing notwithstanding, the prime consultant shall pay billings from CBE-A/E subconsultants with whom they are in direct privity that are not in dispute within the timeframe recommended by the CBE-A/E Advisory Board and implemented by Administrative Order 3-32 as approved by the Board of County Commissioners.
- c. The prime consultant on an agreement to which a CBE-A/E subconsultant goal has been applied shall inform SBD, the Contracting Officer, and the CBE-A/E subconsultant, in writing, of those amounts billed by the CBE-A/E which are in

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

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

2. County Responsibilities

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

3. Finance Department Responsibilities

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

H. AGREEMENT COMPLIANCE AND MONITORING

1. Compliance Review

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

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

- c. The Compliance Monitor shall make a written recommendation to the Contracting Officer, which shall include a statement of the facts and reasons for which the non-compliance is based.
- d. Following receipt of a recommendation of non-compliance from the Compliance Monitor, the Contracting Officer shall review the Compliance Monitor's recommendation of respondent's non-compliance with these Provisions. The Contracting Officer shall notify the respondent of such non-compliance. The respondent may request a meeting within five (5) business days from the date of notification of non-compliance with the Contracting Officer if the Contracting Officer was not present at the first meeting referenced in Subsection (1)(b) above. The respondent shall supply further relevant information as required by the Compliance Monitor. No new or altered Letter of Agreement will be accepted.
- e. The Contracting Officer, in conjunction with the Compliance Monitor, may conduct an informal meeting with the respondent. Other parties may be invited to offer information relevant to the issue of the respondent's non-compliance.
- f. The Contracting Officer shall provide a written determination of the respondent's compliance with these Provisions, along with a recommendation whether to award the agreement to the respondent, to the County Manager. A copy of such recommendation shall be sent to the respondent. Such recommendation shall not affect the power of the Board of County Commissioners to reject the respondent's bid for any other reason or to take such action on the recommendation of the Contracting Officer as the Board deems appropriate.
- g. Consideration of other proposals. If the Contracting Officer or Compliance Monitor deems it advisable in the interest of expediting the award of the agreement, the procedures set forth in this subsection may be carried out with respect to the proposals of one or more additional respondents at the same or different time with each such proceeding to be separately conducted.
- h. Failure of respondent to participate. The respondent will be bound by the proceedings under this subsection to which they have been given required notice without regard to their participation or lack of participation. A lack of participation upon receiving notices and requests pursuant to these Provisions shall not be grounds for reconsideration of any action taken in the proceedings.

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

2. Post-Award Compliance and Monitoring

- a. Approval of Subconsultant Agreements

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

- b. Access to Records

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

- c. Access to Job Site

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

- d. Monthly/Quarterly Reporting

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

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

e. Deviations from the Letter of Agreement

- i. In the event that, during the performance of an agreement, the CBE-A/E is not able to provide the services specified on the Letter of Agreement, the successful respondent must locate a CBE-A/E to substitute for the unavailable CBE-A/E, unless the respondent can prove the lack of an available CBE-A/E to provide the services to be provided by the prior CBE-A/E. The successful respondent must receive approval for substitution from SBD by submitting a request in writing addressed to the Director of SBD through the Contracting Officer. The request must include a revised Letter of Agreement to include the substitute CBE-A/E. The Compliance Monitor will review the request and make a recommendation regarding the substitution to the Contracting Officer. A successful respondent that cannot secure a substitute CBE-A/E must provide a written statement to the Compliance Monitor and Contracting Officer that includes a list of the names, addresses, and telephone numbers of all CBE-A/Es contacted, and the date of contact for each CBE-A/E. All certified CBE-A/Es certified in the appropriate professional service area under the technical certification categories must be contacted in order to prove lack of an available CBE-A/E.
- ii. The Compliance Monitor shall be responsible for monitoring the performance of the successful respondent regarding compliance with agreement set-asides, or subconsultant goals applied to the agreements. The Compliance Monitor may, at his or her discretion, investigate deviations in the utilization of CBE-A/Es from that described on the Schedule of Participation, and make recommendations regarding compliance to the Contracting Officer. The Contracting Officer shall not make a final determination without a recommendation regarding compliance from the Compliance Monitor. Deviations from the goal stated in the agreement that shall be monitored include, but are not limited to:

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

-
- (2) Reduction in the scope of work to be performed by a CBE-A/E;
 - (3) Modifications to the terms of payment or price to be paid to a CBE-A/E; or
 - (4) Failure to enter into a subconsultant agreement with a CBE-A/E being utilized to meet a subconsultant goal.

iii. Excuse from entering into subconsultant agreements:

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

iv. Termination of Subconsultant Agreements:

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

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

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

vi. Alternative Subconsultant Agreements:

- (1) If the successful respondent is excused from entering into a subconsultant agreement or rightfully terminates a subconsultant agreement under this Administrative Order and without such subconsultant agreement, the Successful Respondent will not achieve the level of CBE-A/E participation upon which the agreement was awarded, the Successful Respondent shall make every reasonable effort to propose and enter into an alternative subconsultant agreement or subconsultant agreements for the same work to be performed by another available CBE-A/E as appropriate, for a subconsultant agreement price or prices totaling not less than the subconsultant agreement price under the excused or terminated subconsultant agreement, less all amounts previously paid thereunder.
- (2) The Successful Respondent must submit to the Compliance Officer a revised Letter of Agreement to include the substitute CBE-A/E.
- (3) A successful respondent that cannot secure a substitute CBE-A/E must provide a written statement to the Compliance Monitor and Contracting Officer that includes a list of the names, addresses, telephone numbers, and the date of contact for each CBE-A/E. All CBE-A/Es certified within the appropriate professional service area under the technical certification categories must be contacted.
- (4) The Compliance Monitor may require the successful respondent to produce such information as the Compliance Monitor deems appropriate and may obtain further information from other sources. The Compliance Monitor shall make his/her recommendation under this paragraph to the Contracting Officer and forward a copy to the respondent.
- (5) The Contracting Officer will consider objections to the Compliance Monitor's recommendation only if such written objections are received by the Contracting Officer within five (5) calendar days from the successful respondent's receipt of the Compliance Monitor's recommendation. The Contracting Officer with or without a hearing, and as he/she in his/her discretion may determine, will reply to the successful respondent's written objection within ten (10) days of receipt of these objections.

I. SANCTIONS FOR AGREEMENT VIOLATIONS

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

1. The suspension of any payment or part thereof until such time as the issues concerning compliance are resolved;
2. Work stoppage;
3. Issuance of fines of up to two (2%) percent of the contract amount, said fines to be deducted from invoices;
4. Termination, suspension, or cancellation of the agreement in whole or part;
5. In the event a respondent or CBE-A/E attempts to comply with the provisions of this ordinance through fraud, misrepresentation, or material misstatement, or is found after a hearing to have discriminated in violation of Article VII of Chapter II A of the Miami-Dade County Code, the County shall, whenever practicable, terminate the agreement or require the termination or cancellation of the subconsultant agreement for the project on which the respondent or CBE-A/E committed such acts. In addition, and as a further sanction, the County Manager or his or her designee may impose any of the above-stated sanctions on any other agreements or subconsultant agreements the respondent or CBE-A/E has on County projects. In each instance, the respondent or CBE-A/E shall be responsible for all direct and indirect costs associated with such termination or cancellation including attorney's fees and costs. The respondent or CBE-A/E may also be subject to debarment.
6. In the event that a respondent fails to achieve the CBE-A/E measures after the agreement completion, the respondent will be required to make up the CBE-A/E deficit for an amount equal to double the amount of the CBE-A/E measure deficiency. The procedures for making up the CBE-A/E deficit are as follows:
 - a. Upon completion of a County agreement with CBE-A/E measures, the compliance monitor for SBD, in accordance with County Code governing the CBE-A/E program, will obtain the final Architecture & Engineering Utilization Report and determine if the respondent has met the CBE-A/E measures.
 - b. If the respondent has not met the CBE-A/E measures, the compliance officer will notify the respondent in writing of the CBE-A/E deficit.
 - c. If the respondent is found in non-compliance with the CBE-A/E measures, the compliance officer may issue a letter of non-compliance requesting that the respondent make up the CBE-A/E deficit on an existing or future County agreement for double the amount of the deficit on the agreement in question.

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

- d. The respondent must respond to SBD in writing within ten (10) business days from the date of the non-compliance letter. The respondent must acknowledge receipt of the non-compliance letter and provide a plan to make up the CBE-A/E measure.
- e. The compliance monitor will review the plan for approval.
- f. When an agreement is identified in which the CBE-A/E measure deficit will be remedied, the respondent will provide Letter(s) of Agreement for the CBE-A/E firm(s) that will be utilized in making up the deficit.
- g. The respondent will remain in a non-compliance status until the CBE-A/E make-up goal has been achieved.
- h. Failure of the respondent to make up the CBE-A/E measure when opportunities are available on existing or future County agreements will result in the sanctions or the imposition of other penalties, or as referenced in Sections I. and J.

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

- i. A CBE-A/E serving as a conduit for CBE-A/E work awarded to a firm as a CBE-A/E but which is being performed by a non-CBE-A/E firm;
- ii. A prime consultant not meeting CBE-A/E Program subconsultant goal requirements;
- iii. Not obtaining or retaining CBE-A/E certification while performing work designated for CBE-A/E firms;
- iv. Failure to submit Architecture & Engineering Utilization Reports;
- v. Failure to comply with CBE-A/E certification requirements, including not-maintaining a place of business in Miami-Dade County, not reporting organizational and operational changes, providing inaccurate or false information, and other certification related violations;
- vi. Failure to maintain certification;
- vii. Deviations from the Letter of Agreement without prior approval from SBD;

-
- viii. Termination of the CBE-A/E's agreement without prior approval from SBD;
 - ix. Reduction of the scope of work of a CBE-A/E subconsultant agreement without prior approval from SBD;
 - x. Modifications to the terms and/or prices of payment to a CBE-A/E without prior approval from SBD; or
 - xi. Unjustified failure to enter into a written subconsultant agreement with a CBE-A/E after listing the firm on a Letter of Agreement to meet a subconsultant goal.

J. ADMINISTRATIVE PENALTIES

1. DEBARMENT

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

2. DECERTIFICATION

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

K. APPEALS PROCESS

- 1. This appeals process does not apply to appeals of decisions made pursuant to proposal documents implementing the CBE-A/E program when such proposal documents provide procedures for appeals of such decisions.
- 2. Upon a denial of certification, a decertification, a determination of non-compliance with the requirements of provisions of the County Code governing the CBE-A/E program, or implementing proposal documents, which decision will be final unless appealed, the Compliance Monitor shall notify the affected party, in writing, setting

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

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

L. APPENDICES

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



SMALL BUSINESS DEVELOPMENT
UTILIZATION AND ASSURANCE FORM

CBE & CSBE PARTICIPATION ON DESIGN-BUILD PROJECTS

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

Project No.: _____ Project Title: _____

Design-Builder: _____

Address: _____ City: _____ State: _____ ZIP: _____

Contact Number: _____

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

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

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

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

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

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

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

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

Signature of Owner

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

Signature of Notary Public-State of Florida

My Commission Expires:

Letter of Agreement (LOA)

Community Business Enterprise Program



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

From: Tetra Tech

Name of Prime Proposer / Design-Builder

In response to Miami-Dade County's Project Number B12-SEA-01, the undersigned hereby agrees to utilize the Community Business Enterprise (CBE-A/E) firm listed below, performing the stated work at the stated percentage, if awarded the contract. The undersigned further certifies that the firm has been contacted and properly apprised of the projected work assignment(s) to be performed upon execution of the contract with Miami-Dade County. Further, by signing this Letter of Agreement the undersigned consents to be bound by all the Provisions of the CBE Ordinance No. 01-103 as amended.

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

Name of Certified CBE-A/E *Prime/Sub (CBE meeting the goal)	CBE-A/E Certification No.	CBE-A/E Certification Exp.	Type of Work to be Performed (Technical Certification Categories)	Percentage Amount of Design Fee
A.D.A. Engineering, Inc.	48	4/30/2013	3.02, 3.09, 3.10 & 17.00	25%

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

Proposer's / Design Builder Signature

Proposer's / Design-Builder's Name/Title (Print)

(Date)

COMPLETE THIS SECTION ONLY FOR DESIGN/BUILD PROJECTS

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

Lead A/E Firm Signature

Lead A/E Firm Name/Title (Print)

8-30-12
(Date)

THIS SECTION MUST BE COMPLETED BY THE CBE SUBCONSULTANT

ACKNOWLEDGMENT BY THE PROPOSED COMMUNITY BUSINESS ENTERPRISE FIRM

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

CBE Subconsultant Signature

8/30/2012
(Date)

Alberto D. Argudin

President

CBE Subconsultant Name (Print)

Title

A.D.A. Engineering, Inc.

Name of CBE-A/E Firm



SMALL BUSINESS DEVELOPMENT
UTILIZATION AND ASSURANCE FORM

CBE & CSBE PARTICIPATION ON DESIGN-BUILD PROJECTS

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

Project No.: _____ Project Title: _____

Design-Builder: _____

Address: _____ City _____ State _____ ZIP _____

Contact Number.: _____

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

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

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

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

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

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

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

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

Signature of Owner

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

Signature of Notary Public-State of Florida

My Commission Expires:

ATTACHMENT “C”

SEAPORT SECURITY

CREDENTIAL PACKAGE

<http://www.miamidade.gov/portmiami/id-cards.asp>

**AUTHORIZATION LETTER – SUGGESTED LANGUAGE
SUBMIT ON COMPANY LETTERHEAD**

Date

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

To Whom It May Concern:

The names signed below are authorized signatures for seaport credentials (i.e., Port of Miami Identification Card, One-Day Pass, or Special Dock Permits) requests. No other signatures are to be honored. We will notify you immediately of any changes.

We acknowledge that in signing a seaport credential request, the authorized party is certifying that the applicant is employed by our company and that the applicant is being submitted for a seaport credential in accordance with Florida Statute, Chapter 311, Chapter 28A of the Code of Miami-Dade County, and 33 Code of Federal Regulations, Part 105. Additionally, we certify that we are knowledgeable of the Florida Department of Law Enforcement Criminal History Records Checks rules and agree to comply with all provisions of these rules prior to requesting seaport credentials for our employees.

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

Sincerely,

Signature of Company Representative

Print Name and Title

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

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

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

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



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.



PORT OF MIAMI
SPECIAL DOCK PERMIT APPLICATION



NEW APPLICATION RENEWAL APPLICATION CHANGE OF COMPANY

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

NAME OF AUTHORIZED COMPANY REPRESENTATIVE: _____
SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____

CRUISE CARGO

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

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

OFFICIAL USE ONLY

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

ISSUED BY: _____ EXPIRATION DATE: _____

Revised 02.10.2010

PORTMIAMI

WORKZONE AUTHORIZATION APPLICATION

REQUEST DATE: _____

PORTMIAMI SPONSOR: _____

POM CONTACT NUMBER: _____

DATE OF WORK: _____ to _____

COMPANY NAME & SUBCONTRACTOR (if applicable): _____

CONTACT NAME & NUMBER: _____

PORT LOCATION: _____

REASON FOR REQUEST: _____

PROJECT NAME / NUMBER: _____

RESTRICTIONS: _____

VEHICLE	YEAR	MAKE	MODEL	TAG NO.	COLOR	TRAILER	
						YES	NO
1							
2							
3							
4							
5							

NO.	DRIVER'S FULL NAME	POM ID NO.	TWIC (Y/N)	DRIVER'S LICENSE
1				
2				
3				
4				
5				

Workzone applications shall be submitted to Port Sponsor **48 hours prior to work date** and shall include: current copies of vehicle registration, vehicle insurance and/or company's Certificate of Liability Insurance, driver credentials (TWIC, POM ID, and D.L.). Please use the Supplemental Form for additional vehicles and/or drivers.

Prior to parking at areas adjacent to any cruise terminal and/or wharf area, commercial/construction vehicles are required to be screened and credentials verified at one of the Commercial Vehicle Inspection Stations (CVIS). Such inspection will take place every time a vehicle returns to the restricted area. Workzone Application must be displayed on the all approved vehicle dashboards at all times.

PORTMIAMI CONTACTS

Capital Development Division: Darrell Belgrave (305) 347-4911 or dabel@miamidade.gov and scarst@miamidade.gov
 Seaport Security On-Duty Supervisor: (305) 322-1181 (AFTER-HOUR EMERGENCIES ONLY)

FOR CAPITAL DEVELOPMENT OFFICIAL USE ONLY

PRINT REVIEWER NAME	REVIEWER SIGNATURE	DATE
PRINT NAME	APPROVAL SIGNATURE	DATE

PORTMIAMI

WORKZONE AUTHORIZATION APPLICATION SUPPLEMENTAL FORM

ADDITIONAL VEHICLES

VEHICLE	YEAR	MAKE	MODEL	TAG NO	COLOR	TRAILER	
						YES	NO
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							

ADDITIONAL DRIVERS

NO.	DRIVER'S FULL NAME	POM ID NO.	TWIC (Y/N)	DRIVER'S LICENSE
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

PORTMIAMI CONTACTS

Capital Development Division: Darrell Belgrave (305) 347-4911 or dabel@miamidadegov and scarst@miamidadegov
 Seaport Security On-Duty Supervisor: (305) 322-1181 (AFTER-HOUR EMERGENCIES ONLY)

FOR CAPITAL DEVELOPMENT OFFICIAL USE ONLY

PRINT REVIEWER NAME	REVIEWER SIGNATURE	DATE
PRINT NAME	APPROVAL SIGNATURE	DATE

Revised: 3/7/13, AB



INSTRUCTIONS: If you must obtain a Transportation Worker Identification Credential (TWIC), you are required to undergo a security threat assessment. To undergo this assessment, all applicants must provide information requested below and the appropriate documentation to verify their identity and immigration status (if applicable) as part of the enrollment process. Completed forms must be submitted in person at the beginning of the enrollment process. If you are initially disqualified, you may be eligible for a TWIC and should apply for a waiver, which gives you the opportunity to provide additional information and documentation to support your eligibility. You must wait for an Initial Determination of Threat Assessment (IDTA) letter before applying for a waiver.

SECTION I - DISCLOSURE

Part A: Acknowledgments - Review each statement and respond by checking Yes or No, as appropriate.

1. As part of my employment duties, I am:
• or will most likely be required to have unescorted access to secure areas of maritime facilities or vessels in which a TWIC is required;
• currently or am applying to be a credentialed merchant mariner; or
• a commercial driver licensed in Canada or Mexico to transport hazardous materials and/or conduct business in the U.S.
2. I understand that if I plan on applying for or renewing a CG-issued mariner credential, but do not provide my Social Security Number and proof of citizenship during enrollment, I will be required to visit a CG Regional Exam Center to provide this information before my application for the CG-issued credential will be considered complete.
3. I acknowledge that if TSA or other law enforcement agencies determine that I pose an imminent threat to national security or transportation security, my employer may be notified. TSA may provide limited information to the facility or vessel. Note: FBI rap sheets will not be shared with employers.
4. I understand that since the TWIC will serve as a visual identification badge, items or attire should not obscure any part of my face when my photograph is taken. As a result, I acknowledge that:
• I will remove a hat or headgear unless worn daily for religious reasons.
• I will remove dark or non-prescription glasses with tinted lenses, unless they are required to be worn at all times for medical reasons. If so, a medical certificate may be required.
5. I am:
• a U.S. citizen or U.S. national.
• not a U.S. citizen or U.S. national, but fall into a category listed on page 3 that permits me to hold a TWIC.
6. I am currently not a TWIC holder.

Part B: Criminal History - Review each statement and respond by checking Yes or No, as appropriate. (Please refer to page 4 for more information)

1. At any time in my life (excluding juvenile cases unless convicted as an adult), I was convicted or pled guilty (including "no contest") or found not guilty by reason of insanity in a civilian or military court of one or more of the following felonies:
• Espionage or conspiracy to commit espionage;
• Sedition or conspiracy to commit sedition;
• Treason or conspiracy to commit treason; or
• A federal crime of terrorism as defined in 18 U.S.C. 2332(g) or a comparable State law.
Note: If you answer "Yes", you are not eligible to receive a TWIC and/or a waiver.
2. At any time in my life (excluding juvenile cases unless convicted as an adult), I was convicted, pled guilty (including "no contest"), or found not guilty by reason of insanity in a civilian or military court of any of the following felonies:
• A crime involving a transportation security incident;
• Improper transportation of a hazardous material;
• Unlawful possession, use, sale, distribution, manufacture, purchase...or dealing in an explosive or explosive device;
• Murder;
• Making a threat or maliciously conveying false information known to be false, concerning delivery, placement, or detonation of an explosive or other lethal device in a public, government, public transportation, or infrastructure facility;
• RICO Act violations where a predicate act is a crime listed in Parts B1 and B2;
• Attempt to commit a crime listed in Parts B1 and B2; or
• Conspiracy or attempt to commit a crime listed in Part B2.
3. Within the last 7 years, I was convicted, pled guilty (including "no contest"), or found not guilty by reason of insanity in a civilian or military court of any of the following felonies:

Previous editions of this form are obsolete.

- Unlawful possession, use, sale, manufacture, purchase, distribution...or dealing in a firearm or other weapon;
- Extortion;
- Dishonesty, fraud, or misrepresentation, including identity fraud and money laundering (except welfare fraud and passing bad checks);
- Bribery;
- Smuggling;
- Immigration violations;
- Distribution of, possession w/intent to distribute, or importation of a controlled substance;
- Arson;
- Kidnapping or hostage taking;
- Rape or aggravated sexual abuse;
- Assault with intent to kill;
- Robbery;
- Fraudulent entry into a seaport;
- RICO; or
- Conspiracy or attempt to commit the crimes listed in Part B3.

4. Within the last 5 years, I was released from prison following conviction for a felony listed in Part B3. Yes No

5. I am wanted or under indictment in a civilian or military court for a felony listed in Parts B1 through B3. Yes No

6. A civilian or military court has found me to lack mental capacity or I have been involuntarily committed to a mental health facility. Yes No
Note: If you answered "Yes" to any of the crimes/felonies listed in Parts B2 through B6, you are eligible for a waiver and may still be issued a TWIC. If initially denied for a TWIC, do you plan to apply for a waiver? Yes No

7. I understand that I must return my TWIC to the address provided on the credential if I:
 • am wanted, under indictment for, convicted, or found not guilty by reason of insanity, of a felony listed in Parts B1 through B3; Yes No
 • am found to be lacking mental capacity or involuntarily committed to a mental health facility; or
 • no longer meet the immigration standards indicated by a "Yes" response in Part A5.

SECTION II - CERTIFICATION

Please review and certify the responses provided in this form by printing and signing your name with a date. If help/translation assistance is provided, contact information for the helper/translator is required should follow up be necessary. **For applicants and helpers/translators, knowing and willful false statement or an omission of a material fact in this form is punishable by fine or imprisonment or both (see 18 U.S.C. 1001), and may be grounds for denial of a TWIC.**

<p>Applicants: The information I have provided on this form is true, complete, and correct to the best of my knowledge and belief and is provided in good faith.</p>	<p>Helpers/Translators: I certify that I provided assistance in the completion of this form at the request of the named applicant; the responses provided are based on information of which I have knowledge or which was provided to me by the applicant; and I have read the completed form to the applicant in the language he/she speaks fluently for verification before he/she signed the application in my presence.</p>
<p>Printed Name of TWIC Applicant</p>	<p>Printed Name of Helper/Translator</p>
<p>Signature of TWIC Applicant Date</p>	<p>Signature of Helper/Translator Date</p>
	<p>Daytime Telephone</p>
	<p>Address Apt. #</p>
	<p>City, State, Zip</p>

PRIVACY ACT STATEMENT: Authority: The authority for collecting this information is 49 U.S.C.114, 40113, and 5103a. **Principal Purpose(s):** This information is needed to verify your identity and to conduct a security threat assessment to evaluate your suitability for a TWIC. Furnishing this information, including your SSN or alien registration number, is voluntary; however, failure to provide it will delay and may prevent completion of your security threat assessment. For individuals who are mariners or applying to be one, the SSN is mandatory or they will be required to visit a Coast Guard Regional Exam Center to this information before an application is complete. **Routine Use(s):** Routine uses of this information include disclosure to the FBI to retrieve your criminal history record; to TSA contractors or other agents who are providing services relating to the security threat assessments; to appropriate governmental agencies for licensing, law enforcement, or security purposes; or in the interests of national security; and to foreign and international governmental authorities in accordance with law and international agreement.

PAPERWORK REDUCTION ACT STATEMENT: Statement of Public Burden: TSA is collecting this information to determine your eligibility for a TWIC. This is a voluntary collection of information but failure to provide the information may result in an inability to approve your eligibility for a TWIC. TSA estimates that the total average burden per response associated with this collection for enrollment is approximately 90 minutes. An agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The control number assigned to this collection is OMB 1652-0047, which expires 07/31/2011.

Previous editions of this form are obsolete.

I am not a U.S. citizen or national, but fall into a category listed below which permits me to hold a TWIC

<ol style="list-style-type: none"> 1. Lawful permanent resident of the U.S. 2. Refugee admitted under 8 U.S.C. 1157. 3. Alien granted asylum under 8 U.S.C. 1158. 4. Alien in valid M-1 nonimmigrant status enrolled at the U.S. Merchant Marine Academy or a comparable State maritime academy. 5. Citizen of Micronesia, Marshall Islands, or Palau. 6. Commercial driver licensed in Canada or Mexico to transport hazardous materials or admitted to U.S. to conduct business under 8 CFR 214.2(b)(4)(i)(E). 7. Alien with <u>unrestricted</u> authorization to work in the U.S. holding one of the following visas: <ul style="list-style-type: none"> ▪ A-1: Immediate family members of an Ambassador, Public Minister, Career Diplomat, Consular Officer, Head of State, with a bilateral agreement in place; ▪ A-2: Immediate family members of other foreign government officials or employees coming to the United States, including technical and support staff of A-1, with a bilateral agreement in place; ▪ A-13: Family unity; ▪ E-1: Spouse and dependent children of a treaty trader; ▪ E-2: Spouse of a treaty investor or employee of a treaty investor spouse; ▪ G-1: Immediate family member of a principal resident representative of recognized foreign government to international organization and staff, with a bilateral agreement in place; ▪ G-3: Immediate family member of a representative of a non-recognized or nonmember foreign government to international organization, with a bilateral agreement in place; ▪ G-4: Immediate family member of an International organization officer or employee with a bilateral agreement; ▪ J-2: Spouse or minor child of exchange visitor; ▪ K-3: Spouse of U.S. Citizen (under LIFE Act provisions); ▪ K-4: Child of K-3; ▪ L-2: Spouse or child of L-1; ▪ N-8: Parent of alien classified SK-3 "special immigrant"; ▪ N-9: Child of N-8, SK-1, SK-2, or SK-4 "special immigrant"; ▪ Immediate family members of North Atlantic Treaty Organization (NATO) officials and representatives with a bilateral agreement in place for the following visa types: <ul style="list-style-type: none"> - NATO-1 - NATO-2 - NATO-3 - NATO-4 - NATO-5 - NATO-6 	<ul style="list-style-type: none"> ▪ S-7: Spouse, unmarried sons and daughters, and parents of witness or informant; ▪ T-1: Victim of a severe form of trafficking in persons; ▪ T-2: Spouse of victim of a severe form of trafficking in persons; ▪ T-3: Child of victim of a severe form of trafficking in persons; ▪ T-4: Parent of victim of a severe form of trafficking in persons (if T-1 is under 21 years of age); ▪ T-5: Unmarried sibling under age of 18 of a T-1 under age of 21; ▪ U-1: Victim of certain criminal activity; ▪ U-2: Spouse of U-1; ▪ U-3: Child of U-1; ▪ U-4: Parent of U-1 (if U-1 is under 21 years of age); ▪ U-5: Unmarried sibling under age 18 of a U-1 under age 21; ▪ V-1: Spouse of an LPR who is the principal beneficiary of a family-based petition which was filed prior to December 21, 2000, and has been pending for at least 3 years; ▪ V-2: Child of an LPR who is the principal beneficiary of a family-based visa petition that was filed prior to December 21, 2000, and has been pending for at least 3 years; ▪ V-3: The derivative child of a V-1 or V-2; OR ▪ TPS: Temporary protected status (TPS). <p>8. Alien with <u>restricted</u> authorization to work in the U.S. holding one of the following visas:</p> <ul style="list-style-type: none"> ▪ B1-OCS: Business visitor/outer continental shelf (OCS); ▪ C-1/D: Combined transit and crewman visa; ▪ E-1 (Principal): Treaty trader or employee of treaty trader; ▪ E-2 (Principal): Treaty investor, or employee of treaty investor; ▪ E-3: Australian nationals working in specialty occupations, including spouse; ▪ H-1B: Specialty occupations; ▪ L-1A: Executive, managerial (intracompany transferee); ▪ L-1B: Specialized knowledge professionals; ▪ M-3: Canadian or Mexican national commuter student; ▪ O-1A: Extraordinary ability in sciences, arts, education, business, or athletics; ▪ O-1B: Extraordinary achievement in motion picture and/or television productions; OR ▪ TN: Trade visas for Canadian and Mexican business persons seeking to engage in professional activities under the North American Free Trade Agreement (NAFTA). <p>NOTE: The following visa types with unrestricted work authorization are <u>not</u> permitted to obtain a TWIC:</p> <ul style="list-style-type: none"> ▪ S-5: Informant of criminal organization information; ▪ S-6: Informant of terrorism information; ▪ K-1: Fiancé or fiancée of U.S. citizen; OR ▪ K-2: Minor child of K-1.
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Previous editions of this form are obsolete.

COLUMN A	COLUMN B
<p>Conviction for one of the following felonies is disqualifying regardless of when it occurred, and the applicant is <u>not</u> eligible for a waiver.</p>	<p>Conviction for one of the following felonies is disqualifying if the applicant was convicted, pled guilty (including "no contest"), or found not guilty by reason of insanity within 7 years of the date of the TWIC application; OR if the applicant was released from prison after conviction within 5 years of the date of the application. The applicant may apply for a waiver.</p>
<ol style="list-style-type: none"> 1. Espionage or conspiracy to commit espionage. 2. Sedition, or conspiracy to commit sedition. 3. Treason, or conspiracy to commit treason. 4. A federal crime of terrorism as defined in 18 U.S.C. 2332b(g), or comparable State law, or conspiracy to commit such crime. 	<ol style="list-style-type: none"> 1. Unlawful possession, use, sale, manufacture, purchase, distribution, receipt, transfer, shipping, transporting, delivery, import, export of, or dealing in a firearm or other weapon. A firearm or other weapon includes, but is not limited to, firearms as defined in 18 U.S.C. 921(a)(3) or 26 U.S.C. 5845(a), or items contained on the U.S. Munitions Import List at 27 CFR 447.21.
<p>Conviction for one of the following felonies is disqualifying regardless of when it occurred, and the applicant may apply for a waiver.</p>	<ol style="list-style-type: none"> 2. Extortion.
<ol style="list-style-type: none"> 5. A crime involving a transportation security incident. A transportation security incident is a security incident resulting in a significant loss of life, environmental damage, transportation system disruption, or economic disruption in a particular area, as defined in 46 U.S.C. 70101. The term "economic disruption" does not include a work stoppage or other employee-related action not related to terrorism and resulting from an employer-employee dispute. 	<ol style="list-style-type: none"> 3. Dishonesty, fraud, or misrepresentation, including identity fraud and money laundering where the money laundering is related to a crime described in Columns A or B. Welfare fraud and passing bad checks do not constitute dishonesty, fraud, or misrepresentation for purposes of this paragraph.
<ol style="list-style-type: none"> 6. Improper transportation of a hazardous material under 49 U.S.C. 5124, or a State law that is comparable. 	<ol style="list-style-type: none"> 4. Bribery.
<ol style="list-style-type: none"> 7. Unlawful possession, use, sale, distribution, manufacture, purchase, receipt, transfer, shipping, transporting, import, export, storage of, or dealing in an explosive or explosive device. An explosive or explosive device includes an explosive or explosive material as defined in 18 U.S.C. 232(5), 841(c) through 841(f), and 844(f); and a destructive device, as defined in 18 U.S.C. 921(a)(4) and 26 U.S.C. 5845(f). 	<ol style="list-style-type: none"> 5. Smuggling. 6. Immigration violations.
<ol style="list-style-type: none"> 8. Murder. 	<ol style="list-style-type: none"> 7. Distribution of, possession with intent to distribute, or importation of a controlled substance.
<ol style="list-style-type: none"> 9. Making any threat, or maliciously conveying false information knowing the same to be false, concerning the deliverance, placement, or detonation of an explosive or other lethal device in or against a place of public use, a state or government facility, a public transportation system, or an infrastructure facility. 	<ol style="list-style-type: none"> 8. Arson.
<ol style="list-style-type: none"> 10. Violations of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. 1961, <i>et seq.</i>, or a comparable State law, where one of the predicate acts found by a jury or admitted by the defendant, consists of one of the crimes listed in Column A. 	<ol style="list-style-type: none"> 9. Kidnapping or hostage taking. 10. Rape or aggravated sexual abuse.
<ol style="list-style-type: none"> 11. Attempt to commit the crimes in Column A, items 1 - 4. 	<ol style="list-style-type: none"> 11. Assault with intent to kill.
<ol style="list-style-type: none"> 12. Conspiracy or attempt to commit the crimes in Column A, items 5 - 10. 	<ol style="list-style-type: none"> 12. Robbery.
	<ol style="list-style-type: none"> 13. Fraudulent entry into a seaport as described in 18 U.S.C. 1036, or a comparable State law.
	<ol style="list-style-type: none"> 14. Violations of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. 1961, <i>et seq.</i>, or a comparable State law, other than the violations listed in Column A, item 10.
	<ol style="list-style-type: none"> 15. Conspiracy or attempt to commit felonies listed in Column B.

Previous editions of this form are obsolete.

TWIC ESCORT TRAINING GUIDE FOR THE PORT OF MIAMI

Port of Miami TWIC Escort Agreement

I have read and understood the TWIC Escort Training Guide for POM credential holders. By signing this form, I am accepting the responsibility of providing side-by-side escort which requires continuous physical proximity to and visual contact with the escorted individual(s) and hereby certify that I understand the requirements and duties of this obligation and will perform the aforementioned to the best of my ability.

Furthermore, I understand that I am fully responsible for the escorted individual(s) and collective actions while in the Restricted/Secure Areas of POM, including but not limited to, any fines imposed by the United States Coast Guard. I will notify the appropriate Law Enforcement Personnel and/or Port Security Personnel of any non-conformity while performing these duties.

POM ID Number: _____

Printed Name: _____

Signature: _____

Company Name: _____

Date: _____



ANNEX TO POM CREDENTIAL APPLICATION

I acknowledge that I have received a copy of the *Security Awareness and Regulations* packet. I understand that it is my responsibility to read the packet and familiarize myself with POM's security requirements and regulations.

POM ID Number: _____

Printed Name: _____

Signature: _____

Company Name: _____

Date: _____

SECURITY AWARENESS AND REGULATIONS

WHY IS IT IMPORTANT?

WHAT YOU NEED TO KNOW?

WHY ARE YOU IMPORTANT?

The following information set forth will explain why the success of the Port of Miami (POM) credential program and compliance with the POM Facility Security Plan (FSP) is directly dependent upon you, the ID card holder.

In order for the POM to operate as a seaport, it must meet certain criteria established by Federal, State and Local Authorities. Therefore, knowing and ensuring compliance with these regulations is critical to the success of maintaining the facility safe and secure.

Access to the Restricted/Secure Areas of the Port is a privilege which can be revoked, suspended or denied anytime an individual or company is found to be in noncompliance with Federal, State, or Local rules and regulations.

Therefore, it is important that you carefully read and understand this information. In it you will find:

- What constitutes a Restricted Area (RA) and what you need be aware of while in these areas;
- What constitutes a Secure Area (SA) and what you need to be aware of while in these areas;
- Definition of TWIC;
- Escorting rules;
- Person(s) exempt from being an escort;
- Employees' Responsibilities;
- Enforcement of Violations.
- Procedures for reinstating a confiscated POM ID.

RESTRICTED AREA (RA):

It is any area identified by the POM, which an individual is required to continuously display a valid POM credential. Warning signage is clearly posted to indicate that access to these areas is restricted and unauthorized presence within the RA constitutes a breach of security. The RAs include cargo storage, staging areas, docks, berths, transfer yards, and cruise terminals when in use for cruise operation.

SECURE AREA (SA):

It is the area at a facility over which the owner/operator has implemented security measures for access control in accordance with an approved security plan.

To identify and maintain accountability of employees and visitors allowed in the restricted/secure areas of the Port, and/or on the POM, the Port of Miami has developed an Identification Card Program.

POM GREEN ID CARD (UNESCORTED ACCESS)

Individual must possess a valid TWIC card in order to obtain a green POM ID with unescorted access to restricted/secure areas. This POM ID is issued annually.

POM YELLOW ID CARD (ESCORTED ACCESS)

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

POM RED ID CARD (NO ACCESS)

Individual does not have a TWIC card and does not require regular access to the restricted/secure areas (i.e. tenants of POM Administration Building, etc). This POM ID is issued annually.

SECURITY AWARENESS AND REGULATIONS

TRANSPORTATION WORKER IDENTIFICATION CREDENTIAL (TWIC):

TWIC is a common identification credential required by Federal regulations for all personnel requiring unescorted access to designated restricted/secure areas of facilities and vessels.

ESCORTING RULES:

The escorting requirement in secure areas is met through side-by-side accompaniment of not more than ten (10) non-TWIC holders to a single authorized TWIC escort. The authorized escort must ensure that the individual under escort is not engaged in activities other than those for which access was granted.

The escorting requirement in restricted areas is met through side-by-side accompaniment of not more than five (5) non-TWIC holders to a single authorized TWIC escort. The authorized escort must be near and able to see the escorted individual(s) at all times he/she is in the restricted area. The authorized escort must ensure that the individual under escort is not engaged in activities other than those for which access was granted.

In all cases, there must be an ability to communicate a breach of security to the POM.

PERSON(S) EXEMPT FROM BEING AN ESCORT:

Longshoreman may not conduct escorts as per the U.S. Coast Guard Navigation & Vessel Inspection Circular 03-07. The only exception will be given to the ILA President, Vice President, and Business Agent when escorting for the purposes other than labor;

Security personnel performing security duties must have a POM credential and TWIC, and may not be escorted.

CARD HOLDER'S RESPONSIBILITY:

As a POM credential holder, you are responsible to ensure that you comply with the following requirements:

- Card holder must maintain a valid POM credential at all times. The POM credential shall be worn conspicuously on the outer garment of the bearer, in plain view above the waist. If a card holder allows his/her POM credential to expire he/she will have to reapply for authorization, similar to a new applicant, in order to renew the POM credential.
- Card holder must comply with all POM access controls and POM credential requirements.
- Card holder must maintain their POM credential in good condition at all times. This means that the card may not be damaged or mutilated.
- Card holder must be aware that a POM credential is not transferable at any time for any purpose.
- Card holder must be aware that POM credentials are the property of the Miami-Dade County Seaport Department and shall be surrendered upon termination of employment or expiration.
- Card holder must immediately notify their company and the Miami-Dade County Seaport Credentials Section in the event of a loss or theft of the POM credential. A replacement fee subject to the Port of Miami Tariff No. 010 will be assessed and collected by the Miami-Dade County Seaport Credentials Section before a replacement POM credential is issued. A police report documenting the loss or theft of the POM credential must also be submitted to the Credentials Section.
- Card holder must, when working in a cargo operations area or other restricted area, notify a law enforcement officer, seaport security officer, or other designated security entity whenever he/she observes any individual not wearing a POM credential.

SECURITY AWARENESS AND REGULATIONS

- Card holder must report any changes in the data submitted on the application for the POM credential, or any change in employment.
- Card holder who operates a for-hire vehicle, other than a taxi cab, shall maintain a manifest or trip sheet on a form approved by the Consumer Services Department. The trip sheet or manifest shall include, but not be limited to the following information on each trip: name of chauffeur, vehicle number, date, time, origin, destination, names and number of passengers, and rate of fare.
- No card holder, who operates a for-hire vehicle, other than a taxi cab, shall solicit passengers.
- No card holder shall use abusive language or be discourteous to other employees, passengers, and/or law enforcement personnel.
- No card holder shall commit the offense of trespassing. A card holder commits trespassing when, without being fully authorized, licensed or invited, willfully enters or remains at a port facility or property, or a portion thereof, is warned or ordered by authorized Seaport Department personnel or a Law Enforcement Officer to depart, and the card holder refuses to do so.
- No card holder shall enter an area of cargo operations or other restricted/secure area unless clearly displaying proper identification card(s) allowing for such access.
- While on the facility, no card holder shall refuse to produce for inspection at the request of the Director, Law Enforcement Officer, or port security officer a POM credential and/or the contents of any vehicle, bag, case, parcel, box or container or any kind in his/her possession. No card holder shall refuse to produce at the request of the Director, Law Enforcement Officer, or port security officer any document in his/her possession relating to the ownership or possession of freight within the facility.
- No card holder shall leave their vehicle unattended.
- No card holder shall forge, counterfeit, alter, erase, obliterate or transfer any POM credential, permit, pass, lease, record, form, badge or other instrument or document, issued or maintained by the Port Director, pursuant to Chapter 28A.
- No card holder shall have in his/her possession any forged, counterfeit, altered, erased, obliterated or transferred POM credential, permit, pass, lease, record, form, badge or other instrument or document issued or maintained by the Port Director.
- No card holder shall utilize a POM credential of another individual.
- No card holder shall allow or provide access to the restricted/secure areas to a non-credentialed individual.
- No card holder shall aid nor participate in "piggybacking".
- "Piggybacking" is when an individual(s) follows another person through a card reader access point and does not swipe his/her POM credential.
- "Challenging" is the responsibility of all POM credential holders with access to restricted/secure areas. Although you are expected to challenge any individual(s) in the restricted/secure areas without the proper credential, you are not expected to put yourself, and those around you, in a dangerous situation. If you perceive the possibility of any confrontation, contact Seaport Security or Law Enforcement immediately.
- No card holder shall access the POM and/or the cargo areas when "off-duty".

PORT MIAMI



SECURITY AWARENESS AND REGULATIONS

Note: POM credential rules and regulations apply to everyone without exception, regardless of duties, affiliation, position, or past practices. The Port Director or his designee reserves the right to revoke authorization to possess an identification card when such action is warranted.

PROVIDING FALSE INFORMATION TO OBTAIN A POM CREDENTIAL IS A FELONY UNDER SECTION FLORIDA STATUTE 817.021:

Any person who willfully and knowingly provides false information in obtaining or attempting to obtain a seaport identification card commits a felony of the third degree, punishable by 5 years in jail and a \$5000 fine in s. 775.082 or s. 775.083.

SECURITY VIOLATIONS AND ENFORCEMENT PROCEDURES:

POM card holders are required to abide by all Federal, State and Local security regulations, policies, and procedures. Failure to comply with these regulations may result in the revocation of the POM credential.

In addition, it is important to remember that if any of these security violations occur in the presence of or is found by a Miami-Dade Police Officer you may be issued a Promise to Appear (PTA), which is a misdemeanor arrest, a fine not to exceed five hundred dollars (\$500.00), or imprisonment for a period of not more than sixty (60) days, or both; provided, however, that parking and pedestrian violations shall be punished by fine not to exceed the maximum allowable fine prescribed by the Laws of the State of Florida and/or the Code of Miami-Dade County, Florida.

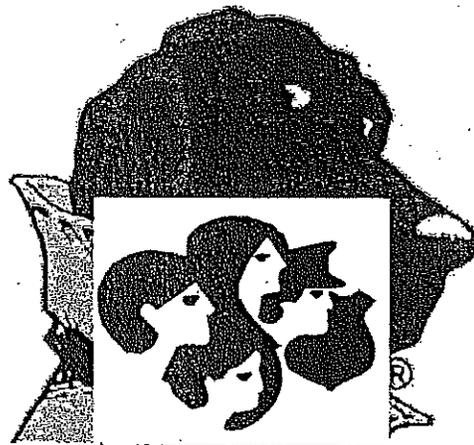
All the rules and regulations listed in this pamphlet are pursuant to Chapter 28A, Code of Miami-Dade County, and the POM FSP. For further reference or to gain more information regarding these laws, feel free

to access the Miami-Dade County Code of Ordinances, which are public records.

PROCEDURES FOR RETRIEVING A CONFISCATED POM CREDENTIAL:

To retrieve a confiscated POM credential, the card holder shall contact the Credentials Section at (305) 347-4955/4956 to schedule an appointment to discuss confiscation of the POM credential and appropriate rules and regulations. The employee's supervisor will also be required to attend the meeting in order to discuss the violation and to review security procedures.

It should be noted that the Port reserves the right to revoke the individual's POM credential privileges.



**TAKE A BITE OUT OF
CRIME**

PORT MIAMI



SECURITY AWARENESS AND REGULATIONS

MARSEC level means the level set to reflect the prevailing threat environment to the maritime elements of the national transportation system; including ports, vessels, facilities, and critical assets and infrastructures located on or adjacent to waters subject to the jurisdiction of the US.

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

Be aware that individuals can circumvent security measures by jumping over fences, cutting fences, providing false identification, hiding, etc. Any persons acting suspicious such as hiding, refusing to identify themselves, dressed inappropriately for the climate, displaying unnatural behaviors, etc. shall be reported to POM security forces.

All port users shall be cognizant of dangerous devices such as Improvised Explosive Devices (IED), car bombs, contraband, and suspicious packages. This may include any items exposing unusual wires, leaking fluids, unusual odors, ticking noises, etc. In any event, such incident shall be immediately reported to POM security forces. Do not disturb item(s).

Police Emergency 9-1-1

**Police Non Emergency
305-4POLICE (476523)**

**Customs & Border Protection
1-800-BE-ALERT**

**POM Command & Control Center
305-329-4050**

The POM operates at **MARSEC Level 1** which is the level for which appropriate security measures shall be maintained at all times. **MARSEC Level 2** means level for which appropriate security measures shall be maintained for a period of time as a result of heightened risk of a Transportation Security Incident. **MARSEC Level 3** means level for which further specific protective security measures shall be maintained for a limited period of time when Transportation Security Incident is probable or imminent, although it may not be possible to identify the specific target.

The POM FSP provides guidance in the event of an emergency at the POM. All port users to include contractors, visitors, clergy and new hires must report unlawful, criminal and terrorist activities to law enforcement agencies. In the event of an actual emergency, contact 9-1-1 then seek and follow direction from seaport security forces and police.

