OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: April 8, 2014

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

Amended
Agenda Item No. 8(J)(1)

From: Carlos A. Gimenez
County Mayor

Subject: Contract Award Recommendation for Architectural and Engineering Services for PortMiami Cruise Terminals - Project No: 2013-001; Contract No: A12-SEA-01, to CH2M Hill, Inc.

Resolution No. R-328-14

Recommendation

This Recommendation for Award for Professional Services Agreement (PSA) Contract Number A12-SEA-01 between CH2M Hill, Inc. and Miami-Dade County, has been prepared by PortMiami, and is recommended for approval for a total contract amount of $2,200,000.00.

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

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

Scope

PROJECT NAME: Architectural and Engineering Services for PortMiami Cruise Terminals

PROJECT NO: 2013-001

CONTRACT NO: A12-SEA-01

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

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

all related infrastructure; building and structure work ancillary to the basic work scope.

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

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

PROJECT LOCATION: PortMiami

PROJECT SITES:

SITE #	LOCATION 1	DIST	ESTIMATE	T-S-R
#77218	1015 N AMERICA WY	5	$2,200,000.00	54-05-42

PRIMARY COMMISSION DISTRICT: District 5 Bruno A. Barreiro

APPROVAL PATH: Board of County Commissioners

ISD A&E PROJECT NUMBER: A12-SEA-01

USING DEPARTMENT: PortMiami

MANAGING DEPARTMENT: PortMiami

Fiscal Impact / Funding Source

FUNDING SOURCE:

SOURCE	PROJECT NUM	SITE #	AMOUNT
Seaport Bonds/Loans	645430	#77218	$2,200,000.00

OPERATIONS COST IMPACT / FUNDING: Not Applicable, this is a PSA for architectural and engineering services.

MAINTENANCE COST IMPACT / FUNDING: Not Applicable, this is a PSA for architectural and engineering services.

LIFE EXPECTANCY OF ASSET: Not Applicable, this is a PSA for architectural and engineering services.

PTP FUNDING: No

GOB FUNDING: No

ARRA FUNDING: No

CAPITAL BUDGET PROJECTS:

CAPITAL BUDGET PROJECT # - DESCRIPTION	AWARD ESTIMATE
645430- INFRASTRUCTURE IMPROVEMENTS Book Page:133 Funding Year: Adopted Capital Budget Book for FY 13-14, FY 2013-14 Funds (Seaport Bonds/Loans)	$275,000.00
645430- INFRASTRUCTURE IMPROVEMENTS Book Page:133 Funding Year: Adopted Capital Budget Book for FY 13-14, FY 2014-15 Funds (Seaport Bonds/Loans)	$640,000.00
645430- INFRASTRUCTURE IMPROVEMENTS Book Page:133 Funding Year: Adopted Capital Budget Book for FY 13-14, FY 2015-16 Funds (Seaport Bonds/Loans)	$640,000.00
645430- INFRASTRUCTURE IMPROVEMENTS Book Page:133 Funding Year: Adopted Capital Budget Book for FY 13-14, FY 2016-17 Funds (Seaport Bonds/Loans)	$645,000.00
CAPITAL BUDGET PROJECTS TOTAL:	$2,200,000.00

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:

TYPE	CODE	DESCRIPTION
Prime	5.02	PORT AND WATERWAY SYSTEMS - ARCHITECTURAL DESIGN
Prime	5.03	PORT AND WATERWAY SYSTEMS - CRUISE TERMINAL DESIGN
Prime	18.00	ARCHITECTURAL CONSTRUCTION MANAGEMENT
Prime	22.00	ADA TITLE II CONSULTANT
Other	5.04	PORT AND WATERWAY SYSTEMS - CRUISE TERMINAL EQUIPMENT DESIGN
Other	5.08	PORT AND WATERWAY SYSTEMS - MARINE ENGINEERING DESIGN
Other	5.10	PORT AND WATERWAY SYSTEMS - TRANSPORTATION SYSTEMS DESIGN
Other	11.00	GENERAL STRUCTURAL ENGINEERING

TYPE	CODE	DESCRIPTION
Other	12.00	GENERAL MECHANICAL ENGINEERING
Other	13.00	GENERAL ELECTRICAL ENGINEERING
Other	15.01	SURVEYING AND MAPPING - LAND SURVEYING
Other	16.00	GENERAL CIVIL ENGINEERING
Other	17.00	ENGINEERING CONSTRUCTION MANAGEMENT
Other	20.00	LANDSCAPE ARCHITECTURE

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

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

NTPC'S DOWNLOADED: 240

PROPOSALS RECEIVED: 4

TOTAL CONTRACT PERIOD:

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

CONTINGENCY PERIOD:

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

IG FEE INCLUDED IN BASE CONTRACT: Yes

ART IN PUBLIC PLACES: No

BASE ESTIMATE: $2,000,000.00

BASE CONTRACT AMOUNT: $2,000,000.00

OPTION TO EXTEND:

AMOUNT:	DAYS:	EXTENSION COMMENT
$0.00	730	These two (2), one-year options to extend are based on the approval of the Board of County Commissioners.

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

TYPE	PERCENT	AMOUNT	COMMENT
PSA	10%	$200,000.00	

TOTAL DEDICATED ALLOWANCE: $0.00

TOTAL AMOUNT: $2,200,000.00

Track Record / Monitor

SBD HISTORY OF VIOLATIONS: None

EXPLANATION: A Notice to Professional Consultants (NTPC) was advertised on March 6, 2013. Four (4) proposals were submitted on July 17, 2013, in response to the NTPC. All four (4) respondents were found in compliance with the technical certification requirements of the NTPC established for this solicitation.

The Competitive Selection Committee (CSC) appointed by the County Mayor conducted a First Tier Meeting on July 31, 2013, to evaluate the proposals received. All four (4) firms were evaluated in accordance with Section 2-10.4 of the Miami-Dade County Code, Implementing Order 3-34, and Administrative Order 3-39. Local Preference was not applicable to the First-Tier Evaluation because all responsive firms were local. As a result, the final ranking was based on total ordinal scores. The final rankings for the top three (3) firms were as follows: Firm No. 1, CH2M Hill, Inc. received 4 points; Firm No. 2, Atkins North America, Inc. (Atkins) received 10 points; and Firm No. 3, Bermello, Ajamil & Partners, Inc. (Bermello) received 10 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. The qualitative scores were 537 points for Atkins and 535 points for Bermello, resulting in a second place ranking for Atkins, and a third place ranking for Bermello. Subsequently, the top three (3) ranked firms were found in compliance with the Community Business Enterprise requirements established for this solicitation.

Based on the CSC's professional expertise, the information provided in the proposals was deemed sufficient to determine the qualifications of the teams. As a result of said determination, and by a unanimous vote, the CSC decided to forego Second-Tier proceedings and recommended that negotiations be conducted with CH2M Hill, Inc. The County Mayor concurred with the CSC on August 12, 2013.

Prior to initiating negotiations with CH2M Hill, Inc., and pursuant to Resolution R-187-12, the Internal Services Department (ISD) staff conducted a responsibility review. The lists that were referenced included, but were not limited to: convicted vendors, debarred vendors, delinquent contractors, suspended vendors and federal excluded parties. ISD's review identified court cases involving overbilling, which warranted further review. Therefore, on October 17, 2013, a Responsibility Review Meeting was held with CH2M Hill, Inc. During the meeting, CH2M Hill, Inc. was afforded the opportunity to address the issues raised by the County, and provided supporting documentation regarding corrective and preventative measures that have been implemented, to prevent a recurrence. Following a detailed review of the documentation submitted by CH2M Hill, Inc., ISD recommended that negotiations proceed with CH2M Hill, Inc., provided the firm made adjustments to its oversight and reporting structure, for this Agreement. The County Mayor concurred with ISD's recommendation and on November 20, 2013, the first negotiation meeting was held.

After three negotiations, the Negotiation Committee arrived at the lump sum amount of $1,215,000.00 that was fair and reasonable to provide architectural and engineering services for the renovation of Cruise Terminal H, with additional capacity remaining in the Agreement for improvements to other existing PortMiami facilities, as further outlined in the project description. In addition, CH2M Hill, Inc. complied with ISD's recommendation, by precluding Mr. McKelvy (employee

named in the court case) from having oversight responsibilities for this project; and providing written confirmation of their full and unconditional commitment to secure the appropriate levels of internal control, to be utilized and maintained throughout the term of the Agreement. There are eighteen (18) evaluations on record in the Capital Improvement Information System for CH2M Hill, Inc., with an above average rating of 3.8 out of a possible 4.0 points. Based on the above, it is recommended that this Agreement be awarded in the not to exceed amount of $2,200,000.00 to CH2M Hill, Inc.

SUBMITTAL DATE:	7/17/2013
ESTIMATED NOTICE TO PROCEED:	03/24/2014
PRIME CONSULTANT:	CH2M Hill, Inc.
COMPANY PRINCIPAL:	Todd Stockberger, P.E.
COMPANY QUALIFIERS:	Casey Long, P.E.
COMPANY EMAIL ADDRESS:	Casey.Long@ch2m.com
COMPANY STREET ADDRESS:	3150 SW 38 Avenue, Suite 700
COMPANY CITY-STATE-ZIP:	Miami, FL 33146
YEARS IN BUSINESS:	62
PREVIOUS EXPERIENCE WITH COUNTY IN THE LAST FIVE YEARS:	According to the Firm History Report, as provided by the Division of Small Business Development, within the last five years, CH2M Hill, Inc. has held six (6) Contracts, five (5) of which were through the Equitable Distribution Program, with a total value of $898,315.00, including Change Orders approved by the BCC for $0.00.
SUBCONSULTANTS:	Automated Port Solutions, Inc. BC Architects AIA, Inc.* CDM Smith Inc. Robayna and Associates, Inc.* Rosernberg Design Group Inc. dba Rosenberg Gardner Design* The Spinnaker Group Management, Inc. Tierra South Florida, Inc.* *Community Business Enterprise Firms
MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS:	Yes Interested professional architectural firms must have five years experience for similar work as described in the scope of services denoted above (applies only to prime consultants). NOTE 1: The prime consultant and/or subconsultants selected for award of this solicitation will not be allowed to propose or be considered for the design-build project of Cruise Terminal B, for which design criteria specifications are developed for PortMiami under this A/E Services

Agreement.

NOTE 2: PortMiami will select two (2) consultant teams via two (2) separate Notices to Professional Consultants. The schedule for selection of a consulting team and subsequent award of a PSA under ISD Project No. A12-SEA-01 will precede the selection of a consulting team and subsequent award of a PSA under ISD Project No. A13-SEA-02. The Prime Consultant and/or sub-consultants selected for award of a PSA under ISD Project No. A12-SEA-01 will be precluded from proposing or being considered for award of a PSA under ISD Project No. A13-SEA-02.

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

REVIEW COMMITTEE: **MEETING DATE:** 1/18/2013 **SIGNOFF DATE:** 1/23/2013
RESUBMIT DATE: 5/13/2013 **RESUBMIT SIGNOFF:** 5/16/2013

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

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:

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

MANDATORY CLEARING HOUSE: No

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

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

Background

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

BUDGET APPROVAL FUNDS AVAILABLE: 95 _____ **OMB DIRECTOR** 5/19/14 **DATE**

APPROVED AS TO LEGAL SUFFICIENCY: _____ **COUNTY ATTORNEY** 5/22/14 **DATE**

_____ DEPUTY **MAYOR** 5/28/14 **DATE**

CLERK DATE _____ **DATE**

MEMORANDUM
(Revised)

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

DATE: April 8, 2014

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

SUBJECT: Amended 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 _____

Amended
Agenda Item No. 8(J)(1)
4-8-14

RESOLUTION NO. R-328-14

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND CH2M HILL, INC. FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR PORTMIAMI CRUISE TERMINALS IN THE AMOUNT OF $2,200,000.00, CONTRACT NO. A12-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 PROVISIONS THEREIN

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

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

Section 1. Approves the Professional Services Agreement between Miami-Dade County and CH2M Hill, Inc. for Architectural and Engineering Services for PortMiami Cruise Terminals in the amount of $2,200,000.00 and Amendment No. 1 to the Professional Services Agreement, in substantially the form attached hereto and made part hereof.

Section 2. Authorizes the Mayor or the Mayor's designee to execute the Professional Services Agreement and Amendment No. 1 to the Professional Services Agreement after review and approval by the County Attorney's Office; and to exercise any cancellation provisions therein.

Section 3. The Exercise of the Renewal Provisions in the Professional Services Agreement shall require the approval of this Board.

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

Rebeca Sosa, Chairwoman	**aye**		
Lynda Bell, Vice Chair	**aye**		
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	**aye**
Sen. Javier D. Souto	**absent**	Xavier L. Suarez	**absent**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of April, 2014. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: ***Christopher Agrippa***
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Richard Seavey

MIAMI-DADE
MEMORANDUM

DATE: August 2, 2013

TO: Lester Sola, Director
Internal Services Department

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

SUBJECT: Compliance Review
Project No. A12-SEA-01
Architectural and Engineering Services for Port of Miami Cruise Terminal and Central Examination Facilities

---

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 15% CBE sub-consultant goal.

The Professional Services Division of the Internal Services Department submitted a proposal from Parsons CH2M Hill, Inc. #1, Atkins North America, Inc. #2, and Bermello, Ajamil & Partners, Inc. #3, for compliance review. Following is the pre-award compliance status and summary.

STATUS:

1.	CH2M Hill, Inc., Inc. #1	Compliant
2.	Atkins North America, Inc. #2	Compliant
3.	Bermello, Ajamil & Partners, Inc. #3	Compliant

SUMMARY:

CH2M Hill, Inc. submitted the required Letters of Agreement (LOA) listing certified CBE sub-consultants Initial Engineers, P.A. to perform General Mechanical Engineering and General Electrical Engineering at 4%, Rosenberg Design Group, Inc. d/b/a Rosenberg Gardner Design to perform Landscape Architecture at 1%, Tierra South Florida, Inc. to perform Geotechnical & Materials Engineering Services, also at 1%, BC Architects A1A, Inc. to perform Port & Waterway Systems-Architectural Design, Port & Waterway Systems-Cruise Terminal Design, Architecture, Architectural Construction Management, and ADA Title II Consultant at 30%, and Robayna and Associates, Inc. to perform Surveying and Mapping-Land Surveying at 1%, for a total CBE commitment of 37%; exceeding the established 15% CBE goal. CH2M Hill, Inc. is in compliance with the requirements of the CBE program; however, please note, ISD submitted a letter from the County Attorney's Office which states the following: *"...as long as Initial Engineers, P.A. remains a sub-consultant under ISD Project No. E11-SEA-03, they cannot be considered for award of the PSA under ISD Project No. A12-SEA-01..."*

Atkins North America, Inc. submitted the required Letter of Agreement (LOA) listing certified CBE sub-consultant Berenblum Busch Architecture, Inc. to perform Port & Waterway Systems-Architectural Design, Port & Waterway Systems-Cruise Terminal Design, Port & Waterway Systems-Cruise Terminal Equipment Design, Port & Waterway Systems-Security Systems, Architecture, Architectural Construction Management, and ADA Title II Consultant at 25%. Atkins North America, Inc. is in compliance with the requirements of the CBE program.

Bermello, Ajamil & Partners, Inc. submitted the required Letters of Agreement (LOA) listing certified CBE sub-consultants Fraga Engineers, LLC to perform General Mechanical Engineering, General Electrical Engineering, and Engineering Construction Management at 7%, Nifah and Partner Consulting Engineers, Inc. to perform General Structural Engineering, also at 7%, Manuel G. Vera & Associates, Inc. to perform Surveying and Mapping-Land Surveying at 1%, and A.D.A. Engineering, Inc. to perform General Civil Engineering and Engineering Construction Management at 2%. Bermello, Ajamil & Partners, Inc. is in compliance with the requirements of the CBE program.

SBD has verified that the aforementioned firms are not listed on the Goal Deficit Make-Up Report as of August 1, 2013. Additionally, a review of the History of Violations Report as of August 2, 2013 confirms that the aforementioned firms have no open violations.

Please note that SBD staff reviewed and addressed compliance with the CBE-A/E program. The Professional Services Division of the Internal Services Department is responsible for any other issues that may exist, to include (but not limited to), the contractual issue, as identified for certified CBE sub-consultant Initial Engineers, P.A.

Should you have any questions or need any additional information, please do not hesitate to 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: ARCHITECTURAL AND ENGINEERING SERVICES FOR PORT OF MIAMI CRUISE TERMINAL AND CENTRAL EXAMINATION FACILITIES (SIC 871)

Received Date: 05/13/2013

Project/Contract No: A12-SEA-01

Funding Source: SEAPORT LOANS

Department: SEAPORT

Resubmittal Date(s): 01/18/2013

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

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

Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	CBE	15.00%

Reasons for Recommendation

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

A Tier 2 Set-Aside was considered for this project; however, there are no Tier 2 CBE firms certified in the four required Technical Categories, (5.02, 5.03, 18.00, and 22.00), which accounts for 80% of the scope of work; SBD is recommending a 15% CBE Goal.

Reason for Resubmittal: This Agreement was split into two, the other being A13-SEA-02; and, the estimated cost of $4,400,000 was allocated as $2,200,000 for each.

SIC 871 - Architectural and Engineering Services

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

Small Business Contract Measure Recommendation

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
GENERAL STRUCTURAL ENGINEERING	CBE	$66,000.00	3.00%	41
GENERAL MECHANICAL ENGINEERING	CBE	$44,000.00	2.00%	33
GENERAL ELECTRICAL ENGINEERING	CBE	$44,000.00	2.00%	35
PORT & WATERWAY SYSTEMS-MARINE ENGINEERING DESIGN	CBE	$22,000.00	1.00%	7
GENERAL CIVIL ENGINEERING	CBE	$44,000.00	2.00%	69
ENGINEERING CONSTRUCTION MANAGEMENT	CBE	$66,000.00	3.00%	95
LANDSCAPE ARCHITECTURE	CBE	$22,000.00	1.00%	9
SURVEYING AND MAPPING-LAND SURVEYING	CBE	$22,000.00	1.00%	18
	Total	$330,000.00	15.00%	

Living Wages: YES [ ] NO [X]

Responsible Wages: YES [ ] NO [X]

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

DBDR0090 v.20130116

Small Business Development Division

Project Worksheet

Project/Contract Title: ARCHITECTURAL AND ENGINEERING SERVICES FOR PORT OF MIAMI CRUISE TERMINAL AND CENTRAL EXAMINATION FACILITIES (SIC 871)

Received Date: 05/13/2013

Project/Contract No: A12-SEA-01

Funding Source: SEAPORT LOANS

Department: SEAPORT

Resubmittal Date(s): 01/18/2013

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

REVIEW RECOMMENDATION

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

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

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

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

CWP _____

SBD Director Date

DBDR0090 v.20130116

CONTAINER YARD IMPROVEMENTS - SEABOARD

PROJECT #: 644520

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

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

Port of Miami — District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	FUTURE	TOTAL
Non-County Contributions	3,000	1,000	1,000	0	0	0	0	0	5,000
FDOT Funds	11,198	0	0	0	0	0	0	0	11,198
Seaport Bonds/Loans	14,337	6,956	5,053	0	0	0	0	0	26,346
TOTAL REVENUES:	**28,535**	**7,956**	**6,053**	**0**	**0**	**0**	**0**	**0**	**42,544**
EXPENDITURE SCHEDULE:	**PRIOR**	**2013-14**	**2014-15**	**2015-16**	**2016-17**	**2017-18**	**2018-19**	**FUTURE**	**TOTAL**
Planning and Design	2,100	0	0	0	0	0	0	0	2,100
Construction	26,435	7,956	6,053	0	0	0	0	0	40,444
TOTAL EXPENDITURES:	**28,535**	**7,956**	**6,053**	**0**	**0**	**0**	**0**	**0**	**42,544**

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	3,500	21,000	20,000	20,000	20,000	0	130,735
TOTAL REVENUES:	**21,481**	**25,415**	**3,500**	**21,000**	**20,000**	**20,000**	**20,000**	**0**	**131,396**
EXPENDITURE SCHEDULE:	**PRIOR**	**2013-14**	**2014-15**	**2015-16**	**2016-17**	**2017-18**	**2018-19**	**FUTURE**	**TOTAL**
Construction	21,481	25,415	3,500	21,000	20,000	20,000	20,000	0	131,396
TOTAL EXPENDITURES:	**21,481**	**25,415**	**3,500**	**21,000**	**20,000**	**20,000**	**20,000**	**0**	**131,396**

Department: Port of Miami 1/17/2014 8:41:52 AM

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

Project Title: 645430-INFRASTRUCTURE IMPROVEMENTS

Project Desc: Update and improve various infrastructure portions of the Port

CDP Project Revenue

CDP Revenue:	Prior:	10-11:	11-12:	12-13:	13-14:	14-15:	15-16:	FUTURE:	Total:
FDOT Funds	0	0	0	661,000	0	0	0	0	661,000
FEMA Hazard Mitigatio	0	0	0	0	0	0	0	0	0
FEMA Reimbursements	0	0	0	0	0	0	0	0	0
Fire Rescue Taxing Di	0	0	0	0	0	0	0	0	0
Seaport Bonds/Loans	0	0	9,200,000	11,620,000	25,415,000	3,500,000	21,000,000	60,000,000	130,735,000
Seaport Revenues	0	0	0	0	0	0	0	0	0
US Department of Home	0	0	0	0	0	0	0	0	0

CIIS Site Funding Info

SITE Location/Desc:	Prior:	10-11:	11-12:	12-13:	13-14:	14-15:	15-16:	FUTURE:	Total:
75006 - 1015 N AMERICA WAY , 33132	0	0	0	0	0	0	0	0	0
Desc: Port of Miami 2035 Master Plan									
75557 - SW quadrant of the Port of Miami	0	0	0	0	0	0	0	0	0
Desc: Rip Rap repairs at RCCL (Area 1) & Seaboard West Area (Area 2)									
75558 - 909 North Cruise Boulevard	0	0	0	0	0	0	0	0	0
Desc: Cruise Terminal G - 3rd Floor HVAC Modification									
75582 - 1055 & 1103 North Cruise Boulevard	0	0	0	0	0	0	0	0	0
Desc: Cruise Terminals F & G CBP One Stop Shop Modifications									
75645 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Wharf I Emergency Repairs									

75749 - 1015 N AMERICA WY	0	0	9,200,000	12,281,000	25,415,000	3,500,000	21,000,000	60,000,000	131,396,000
Desc: Wharves Strengthening Program									
76606 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Wharf I Emergency Bulkhead Repair Phase II									
76656 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: 1080 Building Re-Roofing									
76665 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Port of Miami Bridge Control House Re-roofing									
76693 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc:									
76694 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Terminal H Re-roofing									
76886 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Mooring Bollards Phase I									
76901 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Cruise Terminal J Improvements									
76932 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Cruise Terminal J Interior Upgrades and Overhead Door									
76941 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Parking Garage D Comm. & Access Control (includes Surface Lot E Plan Revisions									
76946 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Update and improve various infrastructure portions of the Port									
76960 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Parking Garage J Repairs									
76980 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: MDFR Marine Unit at Cruise Terminal H									
76998 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Cruise Terminal J Building Upgrades									

77130 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Cargo Gate Modifications and Improvements									
77186 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Wharf Access Gates - Design and Implementation Support for Pedestrians and Vehicles									
77200 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Update and improve various infrastructure portions of the Port									
77210 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Envelope and Electrical Repairs (1001/1007/1015 & 1509 Buildings)									
77217 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: 12/06/12 LS - Site created today									
77218 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Architectural and Engineering Services for PortMiami Cruise Terminals and Central Examination Facilities									
77225 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: CCTV & Communications - Parking Garages D & G, Surface Lots E & H									
77339 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Shed C Demolition									
77342 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: PortMiami Portwide Wayfinding									
77407 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Architectural and Engineering Services for PortMiami Cruise Terminals									
77412 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Cruise Terminals B & C Window Panels Replacement									
77428 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Cruise Terminal H Rehabilitation - Tenant Office Relocation									
77429 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: CT H Life Safety Repairs & Chiller Replacement									
77431 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Marine Infrastructure Engineering Services PSA No. 1									

77434 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Marine Infrastructure Engineering Services - 1st PSA									
77435 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Civil Infrastructure Engineering Services - 1st PSA									
77436 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Civil Infrastructure Engineering Services - 2nd PSA									
77437 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: A/E Services for Federal Inspection Facility									
77438 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Professional Consulting Services for Multiple Small MEP Projects									
77440 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Cruise Terminal C New Passenger Boarding Bridge Door									
77522 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: A/E Services for PMCM & MSRC Facilities									
Total: Count 40	0	0	9,200,000	12,281,000	25,415,000	3,500,000	21,000,000	60,000,000	131,396,000

	Recs:	05-06:	06-07:	07-08:	08-09:	09-10:	10-11:	11-12:	12-13:	13-14:	14-15:	15-16:	16-17:	17-18:	18-19:	19-20:	20-21:	21-22:	22-23:	23-24:	Total:
CIIS Proposed RV:	40	0	0	21,190,000	3,780,559	4,177,489	3,509,103	3,167,079	3,822,893	10,586,184	5,930,000	5,820,000	2,390,000	0	0	0	0	0	0	0	64,373,307.33
CIIS Proposed MS:	40	0	0	55,000	2,099,336	3,431,230	2,499,810	2,092,811	2,822,893	9,586,184	5,930,000	5,820,000	2,390,000	0	0	0	0	0	0	0	36,727,263.85

CIIS Proposed Book Report

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

PROJECT REPORT 4

EXIT

Current Contracts for Project 645430

Dept	ContractNo	Contract Name	RTA / MCC Estimated Allocation	Award / MCC Award Allocation	CIIS Award
SP	7360: 2006-019.03	CCTV & Communications (Parking Garages D & G, Surface Lots E & H)	$1,760,200.23	$0.00	Cancelled
SP	7040: 2006-019.03-R	CCTV & Communications (Parking Garages D & G, and Surface Lot E)	$558,260.53	$0.00	$648,929.62
SP	7360: 2006-030.01	Rip Rap Repairs at RCCL Building (Area 1) and Seaboard West (Area 2)	$1,544,341.00	$0.00	$733,406.20
SP	7040: 2007-010	MDFR Marine Unit at Cruise Terminal H	$553,279.00	$977,760.00	$1,027,390.49
SP	2007.013	Oleta River State Park Mitigation	$0.00	$100,000.00	$2,851,269.52
SP	2007.013	Oleta River State Park Mitigation	$0.00	$121,744.10	$2,851,269.52
SP	7040: 2007.021	Wharf Access Gates as per "Design and Implementation Support for Pedestrians and Vehicles	$87,519.43	$0.00	$1,754,420.85
SP	7040: 2007.054	New I.T. Telecommunications Room	$2,060.00	$0.00	$58,008.00
SP	7040: 2008-101	Cruise Terminals F & G One Stop Shop Modifications	$338,174.00	$0.00	$458,111.17
SP	7040: 2008-102	Cruise Terminal G Third Floor HVAC Modifications	$282,931.00	$0.00	$323,896.16
SP	7040: 2008-122.05	Parking Garage J Repairs	$333,500.00	$0.00	$446,581.00
SP	7040: 2008-122.07	Cruise Terminal J Interior Upgrades and Overhead 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	7040: 2013-038.01	Cruise Terminal C New Passenger Boarding Bridge	$76,923.00	$0.00	$79,100.00

		Door			
SP	A12-SEA-01	Architectural and Engineering Services for PortMiami Cruise Terminals	$0.00	$275,000.00	$2,200,000.00
SP	A12-SEA-01	Architectural and Engineering Services for PortMiami Cruise Terminals	$0.00	$640,000.00	$2,200,000.00
SP	A12-SEA-01	Architectural and Engineering Services for PortMiami Cruise Terminals	$0.00	$640,000.00	$2,200,000.00
SP	A12-SEA-01	Architectural and Engineering Services for PortMiami Cruise Terminals	$0.00	$645,000.00	$2,200,000.00
SP	A12-SEA-01	Architectural and Engineering Services for PortMiami Cruise Terminals	$1,100,000.00	$0.00	$2,200,000.00
SP	A12-SEA-01	Architectural and Engineering Services for PortMiami Cruise Terminals	$1,100,000.00	$0.00	$2,200,000.00
SP	A12-SEA-01	Architectural and Engineering Services for PortMiami Cruise Terminals	$1,100,000.00	$0.00	$2,200,000.00
SP	A12-SEA-01	Architectural and Engineering Services for PortMiami Cruise Terminals	$1,100,000.00	$0.00	$2,200,000.00
SP	A13-SEA-01	PortMiami Portwide Wayfinding	$650,000.00	$0.00	$0.00
SP	A13-SEA-02	Architectural and Engineering Services for PortMiami Cruise Terminals	$550,000.00	$0.00	$0.00
SP	A13-SEA-02	Architectural and Engineering Services for PortMiami Cruise Terminals	$550,000.00	$0.00	$0.00
SP	A13-SEA-02	Architectural and Engineering Services for PortMiami Cruise Terminals	$550,000.00	$0.00	$0.00
SP	A13-SEA-02	Architectural and Engineering Services for PortMiami Cruise Terminals	$550,000.00	$0.00	$0.00
SP	A13-SEA-03	Architectural and Engineering Services for PortMiami Federal Inspection Facility	$550,000.00	$0.00	$0.00
SP	A13-SEA-03	Architectural and Engineering Services for PortMiami Federal Inspection Facility	$550,000.00	$0.00	$0.00
SP	A13-SEA-03	Architectural and Engineering Services for PortMiami Federal Inspection Facility	$550,000.00	$0.00	$0.00
SP	A13-SEA-03	Architectural and Engineering Services for PortMiami	$550,000.00	$0.00	$0.00

		Federal Inspection Facility			
SP	A13-SEA-04	Architectural and Engineering Services for PortMiami Crane Management and Marine Spill Response Corp Facilities	$320,000.00	$0.00	$0.00
SP	A13-SEA-04	Architectural and Engineering Services for PortMiami Crane Management and Marine Spill Response Corp Facilities	$500,000.00	$0.00	$0.00
SP	A13-SEA-04	Architectural and Engineering Services for PortMiami Crane Management and Marine Spill Response Corp Facilities	$500,000.00	$0.00	$0.00
SP	E09-SEA-01	Wharves Strengthening Program	$0.00	$240,000.00	$2,500,000.00
SP	E12-SEA-01	Cargo Gate Modifications and Process Improvements	$2,475,000.00	$0.00	$2,475,000.00
SP	E12-SEA-01	Cargo Gate Modifications and Process Improvements	$0.00	$2,475,000.00	$2,475,000.00
SP	E12-SEA-02	Geographic Information System Services	$500,000.00	$0.00	$999,979.55
SP	E12-SEA-02	Geographic Information System Services	$500,000.00	$0.00	$999,979.55
SP	E12-SEA-02	Geographic Information System Services	$0.00	$499,989.77	$999,979.55
SP	E12-SEA-02	Geographic Information System Services	$0.00	$499,989.78	$999,979.55
SP	E13-SEA-01	Civil Infrastructure Engineering Services	$730,000.00	$0.00	$0.00
SP	E13-SEA-01	Civil Infrastructure Engineering Services	$730,000.00	$0.00	$0.00
SP	E13-SEA-01	Civil Infrastructure Engineering Services	$740,000.00	$0.00	$0.00
SP	E13-SEA-02	Civil Infrastructure Engineering Services	$730,000.00	$0.00	$0.00
SP	E13-SEA-02	Civil Infrastructure Engineering Services	$730,000.00	$0.00	$0.00
SP	E13-SEA-02	Civil Infrastructure Engineering Services	$740,000.00	$0.00	$0.00
SP	E13-SEA-03	Marine Infrastructure Engineering Services	$1,100,000.00	$0.00	$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	$35,403,767.79	$7,114,483.65	

Current Contracts for Sites of Project 645430

(Theses contracts are not necessarily funded from this project)

Dept	Site NO	ContractNo	Award Allocation
SP	#75006	E08-SEA-03	$1,265,000.00
SP	#75645	E09-SEA-01	$240,000.00
SP	#75557	2006-030.01	$733,406.20
SP	#75558	2008-102	$323,896.16
SP	#75582	2008-101	$275,660.00
SP	#75645	2009-028	$76,812.96
SP	#76656	2010-044	$1,120,474.00
SP	#76665	2008-140R	$8,750.00
SP	#76693	2010-027	$776,749.00
SP	#76932	2008-122.07	$450,857.00
SP	#76960	2008-122.05	$300,000.00
SP	#76980	2007-010	$977,760.00
SP	#76998	2008-122.09	$999,202.00
SP	#77130	E12-SEA-01	$2,475,000.00
SP	#77186	2007.021	$1,666,901.42
SP	#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		$3,300,000.00

24

		E13-SEA-03	
SP	#77435	E13-SEA-01	$2,200,000.00
SP	#77436	E13-SEA-02	$2,200,000.00
SP	#77437	A13-SEA-03	$2,200,000.00
SP	#77225	2006-019.03-R	$558,260.53
SP	#77440	2013-038.01	$76,923.00
SP	#77522	A13-SEA-04	$1,320,000.00
		Total Allocated:	$36,938,125.38

DELETE

Search for Site Number
Search for Budget Project Number

26

Exit

Port of Miami

Contract Capital Projects

CONTRACT NO: - A12-SEA-01

CURRENT CONTRACT CDP AWARD PROJECTS:

ACTION	CAPITAL BUDGET PROJECT / DESCRIPTION	A12-SEA-01 Estimate
None	CDP - 645430 - INFRASTRUCTURE IMPROVEMENTS Capital Budget Book Page: 133	$275,000.00 Funding Year: Adopted Capital Budget Book for
None	CDP - 645430 - INFRASTRUCTURE IMPROVEMENTS Capital Budget Book Page: 133	$640,000.00 Funding Year: Adopted Capital Budget Book for
None	CDP - 645430 - INFRASTRUCTURE IMPROVEMENTS Capital Budget Book Page: 133	$640,000.00 Funding Year: Adopted Capital Budget Book for
None	CDP - 645430 - INFRASTRUCTURE IMPROVEMENTS Capital Budget Book Page: 133	$645,000.00 Funding Year: Adopted Capital Budget Book for

26

Project Totals: $2,200,000.00

ADDITIONAL CDP PROJECTS: (BY PROJECT DESC)

ACTION	CDP PROJECT / DESCRIPTION	A12-SEA-01 Estimate
None	Select CDP Project...	0

ADDITIONAL CDP PROJECTS: (BY PROJECT NUMBER)

ACTION	CDP PROJECT / DESCRIPTION	A12-SEA-01 Estimate
None	Select CDP Project...	0

Exit

Find Contracts With Search String --> Projects Goto Bottom

Exit

INTERNAL SERVICE DEPARTMENT
CAPITAL IMPROVEMENTS INFORMATION SYSTEM
Wednesday, February 05, 2014

All Contracts for FEIN 590918189
CH2M Hill, Inc.

DST	DPT	Type	Contract	Name	Location / Contractor	Estimated Completion Date	Total Award	Last Status Date	% Complete / Status *
30	PR	PSA	999999-05-001-4	Park and Recreation Marina Improvements Full Ser	CH2M Hill, Inc.	9/28/2010	$1,000,000	6/3/2008	5% / On Schedule
0	PE	PSA	E01-DERM-01-1	Environmental Engineering Consultants for Planni	CH2M Hill, Inc.	11/1/2004	$1,500,000	3/9/2005	100% / Complete
5	SP	PSA	E03-SEA-04	Environmental Engineering Services	CH2M Hill, Inc.	7/14/2007	$2,000,000	6/8/2012	65% / Behind Schedule
5	SP	PSA	E03-SEA-05	Deep Draft Port Cruise and Cargo Marine Infrastr	CH2M Hill, Inc.	10/4/2008	$1,818,182	6/8/2012	67% / Behind Schedule
5	SP	PSA	E03-SEA-05-2	Area 2 (Bays 177-183) Construction of Seawall	CH2M Hill, Inc.	5/16/2016	$240,000	10/22/2013	60.9% / On Schedule
0	WS	PSA	E03-WASD-02	Deep Injection Well Design at South District Was	CH2M Hill, Inc.	3/22/2010	$5,000,000	11/7/2006	100% / Complete
8	WS	PSA	E06-WASD-14	Proposed Upgrades to the MDWASD's SDWWTP and its	CH2M Hill, Inc.	1/1/2014	$8,000,000	9/11/2013	76% / On Schedule
0	PR	EDP	EDP-PR-SR-70160112004	HOMESTEAD BAYFRONT PARK BOAT LAUNCH REPAIRS	CH2M HILL, INC.	N/A	$131,315		100% / Complete
0	PW	EDP	EDP-PW-SW-13V008	VIRGINIA KEY LANDFILL VALUE ENGINEERING STUDY	CH2M HILL, INC.	N/A	$60,000		100% / Complete
0	SP	EDP	EDP-SP-2010-035.01B	CRANES 11 -16 TIE-DOWNS	CH2M HILL, INC.	N/A	$193,000		100% / Complete
0	SP	EDP	EDP-SP-S2012-014	CARGO TERMINAL GATE STUDY	CH2M HILL, INC.	N/A	$200,000		100% / Complete
0	WS	EDP	EDP-WS-SR-163	GROUNDWATER MODELING	CH2M HILL, INC.	N/A	$50,000		100% / Complete
0	PE	PSA	E01-DERM-04, EP-30	Consultants for Civil Engineering Consulting Ser	GEE & Jenson	12/18/2003	$500,000	6/7/2005	100% / Complete
5	SP	PSA	E01-SEA-02-1	Cargo Yard Improvements	GEE & Jenson	3/25/2005	$2,000,000	10/5/2010	100% / Closed
					Totals:	14	$22,692,497		

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

Contracts Status View Exit Projects Goto Top

38

Exit

Capital Improvements Information System

MCC Contractor Evaluations Report

Dept	Contract	Type	Contractor / Architect Name	Date	Rater	Period	Rate
PE	E01-DERM-01-1	PSA	CH2M Hill, Inc.	9/7/2006		Project conclusion or closeout	3.0
WS	E06-WASD-14 WO: 01	PSA	CH2M Hill, Inc.	12/4/2008	Humberto Codispoti	Completion of study or design	4.0
SP	E03-SEA-05 WO: 11	PSA	CH2M Hill, Inc.	1/8/2010	Leonor Ortega	Completion of study or design	3.6
WS	E06-WASD-14 WO: 5	PSA	CH2M Hill, Inc.	3/11/2011	Humberto Codispoti	Project conclusion or closeout	4.0
WS	E06-WASD-14 WO: 3	PSA	CH2M Hill, Inc.	4/11/2011	Humberto Codispoti	Completion of study or design	4.0
WS	E06-WASD-14 WO: 7	PSA	CH2M Hill, Inc.	4/4/2012	Humberto Codispoti	Project conclusion or closeout	4.0
WS	E06-WASD-14 WO: 6	PSA	CH2M Hill, Inc.	5/21/2013	Humberto Codispoti	Completion of study or design	4.0
SP	E03-SEA-04 WO: 8	PSA	CH2M Hill, Inc.	10/16/2013	Becky Hope	Project conclusion	4.0

						or closeout	
WS	EDP-WS-SR-163	EDP	CH2M Hill, Inc.	8/16/2012	Virginia Walsh	Project conclusion or closeout	4.0
WS	EDP-WS-SR-163	EDP	GEE & Jenson	8/16/2012	Virginia Walsh	Project conclusion or closeout	4.0
SP	E03-SEA-04 WO: 8	PSA	GEE & Jenson	10/16/2013	Becky Hope	Project conclusion or closeout	4.0
WS	E06-WASD-14 WO: 6	PSA	GEE & Jenson	5/21/2013	Humberto Codispoti	Completion of study or design	4.0
WS	E06-WASD-14 WO: 7	PSA	GEE & Jenson	4/4/2012	Humberto Codispoti	Project conclusion or closeout	4.0
WS	E06-WASD-14 WO: 3	PSA	GEE & Jenson	4/11/2011	Humberto Codispoti	Completion of study or design	4.0
WS	E06-WASD-14 WO: 5	PSA	GEE & Jenson	3/11/2011	Humberto Codispoti	Project conclusion or closeout	4.0
SP	E03-SEA-05 WO: 11	PSA	GEE & Jenson	1/8/2010	Leonor Ortega	Completion of study or design	3.6
WS	E06-WASD-14 WO: 01	PSA	GEE & Jenson	12/4/2008	Humberto Codispoti	Completion of study or design	4.0
PE	E01-DERM-01-1	PSA	GEE & Jenson	9/7/2006		Project conclusion or closeout	3.0

Evaluation Count: 18 Contractors: 1 Average Evaluation: 3.8

30

MIAMI DADE COUNTY

DBD
PARTMENT OF
SINESS DEVELOPMENT

Department of Small Business Development

A&E Firm History Report

From: 01/17/2009 **To:** 01/17/2014

RM NAME: CH2M HILL, INC.
3150 SW 38th Ave, Suite #700
Miami, FL 33146-0000

PRIMES

ROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
DP-WS-SR-163 GROUNDWATER MODELING	1	WS	NO MEASURE	09/07/2011	$50,000.00
					$50,000.00
DP-SP-2010-035.01B CRANES 11-16 TIE-DOWNS	1	SP	NO MEASURE	09/30/2011	$193,000.00
					$193,000.00
DP-SP-S2012-014 CARGO TERMINAL GATE STUDY	1	SP	NO MEASURE	11/28/2011	$200,000.00
					$200,000.00
03-SEA-05-2 AREA 2 (BAYS 177-183) CONSTRUCTION OF SEAWALL (SIC 871)	1	SP	NO MEASURE	02/07/2012	$264,000.00
					$264,000.00
DP-PR-SR-70160112004 HOMESTEAD BAYFRONT PARK BOAT LAUNCH REPAIRS	1	PR	NO MEASURE	01/28/2013	$131,315.00
					$131,315.00

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

31

MIAMI-DADE COUNTY

Department of Small Business Development

A&E Firm History Report

From: 01/17/2009 **To:** 01/17/2014

DBD
DEPARTMENT OF BUSINESS DEVELOPMENT

PRIMES

RM NAME: CH2M HILL, INC.
3150 SW 38th Ave, Suite #700
Miami, FL 33146-0000

ROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
DP-PW-SW-13V008	1	PW	NO MEASURE	11/18/2013	$60,000.00
VIRGINIA KEY LANDFILL VALUE ENGINEERING STUDY					
					$60,000.00

Total Award Amount	**$898,315.00**
Total Change Orders Approved by BCC	**$0.00**

32

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

Memorandum

MIAMI-DADE COUNTY

Date: August 6, 2013

To: Lester Sola, Director
Internal Services Department

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

From:

Fernando V. Ponapsi, MA Arch, LEED®AP
Chairperson, Competitive Selection Committee
Internal Services Department

Subject: NEGOTIATION AUTHORIZATION
Miami-Dade Seaport Department (PortMiami)
Architecture and Engineering Services for PortMiami Cruise Terminals
ISD Project No. A12-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.: A12-SEA-01

Project Title: Architecture and Engineering Services for PortMiami Cruise Terminals

Scope of Services Summary: The selected Consultant shall provide non-exclusive professional architectural, engineering and construction administration services (to include coordination with all regulatory agencies, as appropriate) for new construction, modifications and improvements to optimize existing Cruise Terminals B, C, D, E, H, and J, and existing or new Operational and Maintenance Support Facilities for the existing cruise terminals, Design Criteria Professional services for a new Cruise Terminal B and planning/programing services for a new Cruise Terminal A. Work scope will be assigned equitably by PortMiami.

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

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

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

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

Experience and Qualification(s):

Interested professional architectural firms must have five years' experience for similar work as described in the scope of services denoted above (applies only to Prime Consultants).

Term of Contract: One (1) non-exclusive Professional Services Agreements (PSA) with a maximum compensation of $2,200,000 inclusive of a 10% contingency allowance. The contract period consists of four (4) years plus two (2) one-year options to extend for professional services requested during the initial term, or until the money is depleted, whichever comes first. The two (2) one–year options to extend shall be based solely on the approval of the County Mayor or County Mayor's designee. The aforementioned effective term excludes the warranty administration period.

Community Business Enterprise Goal/Measure: On January 23, 2013, the Department of Regulatory and Economic Resources (RER), Small Business Development Division (SBD) established a 15% Community Business Enterprise (CBE) goal to this project.

Request to Advertise (RTA) Stamped by the Clerk of the Board (COB): March 6, 2013

Revision No. 1 to the RTA Stamped by the COB: July 2, 2013

Number of Proposals Received: Four (4) proposals were received by the Clerk of the Board on July 17, 2013.

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

Compliance: All four respondents were found in compliance with the required Experience and Qualification stipulations denoted in the NTPC.

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

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

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 two non-exclusive PSAs for this solicitation with the two top-ranked firms:

Juan Kuryla, PortMiami
Elizabeth Ogden, PortMiami
Hydi Webb, PortMiami
Curt Williams, PWWM

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

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

CH2M Hill, Inc.
Qualitative Points: 555
Ordinal Score: 4
Final Ranking: 1

The following teams will serve as the alternates:

Atkins North America, Inc.
Qualitative Points: 537
Ordinal Score: 10
Final Ranking: 2

Bermello, Ajamil & Partners, Inc.
Qualitative Points: 535
Ordinal Score: 10
Final Ranking: 3

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

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

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

initiate negotiations with the second ranked firm.

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

Authorization to negotiate is:

Approved 8/12/13 Date

Not Approved Date

Attachments:

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

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

MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

OCI Project Name: Architectural & Engineering Services for PortMiami Cruise Terminals & Central Examination Facilities
OCI Project No.: A12-SEA-01
Measures: 15% CBE goal
Number of Agreements: 1
Contract Type: PROJECT SPECIFIC
Submittal Date: 07/17/2013

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

Subs Name	Trade Name	Subs FEIN No.
a. BC ARCHITECTS A1A, INC.		650300981
b. CDM SMITH, INC.	CAMP DRESSER & MCKEE INC	042473650
c. INITIAL ENGINEERS, P.A.		650705637
d. ROBAYNA AND ASSOCIATES, INC.		592119073
e. ROSENBERG DESIGN GROUP, INC. DBA ROSENBERG GARDNER DESIGN	DBA ROSENBERG GARDNER DESIGN	650410637
f. TIERRA SOUTH FLORIDA, INC		200282450
g. AUTOMATED PORT SOLUTIONS, INC.		263458393
h. THE SPINNAKER GROUP MANAGEMENT, INC.		900148145

Submittal No: 2
Prime Name: ATKINS NORTH AMERICA, INC.
Trade Name: POST, BUCKLEY, SCHUH & JERNIGAN, INC. (PBS&J)
Prime Local Preference: Yes
FEIN No.: 590896138

Subs Name	Trade Name	Subs FEIN No.
a. BERENBLUM BUSCH ARCHITECTURE, INC.		271738659
b. AUTOMATED PORT SOLUTIONS, INC.		263458393

MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

OCI Project No.: A12-SEA-01
Measures: 15% CBE goal
Number of Agreements: 1
Contract Type: PROJECT SPECIFIC
Submittal Date: 07/17/2013

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

Subs Name	Trade Name	Subs FEIN No.
a. FRAGA ENGINEERS, LLC		204038436
b. NIFAH AND PARTNERS CONSULTING ENGINEERS, INC.		650604266
c. MANUEL G. VERA & ASSOCIATES, INC.		591741639
d. A.D.A. ENGINEERING, INC.		592064498
e. DDA ENGINEERS, P.A.		650138165
f. GEOSOL, INC.		650997886
g. F.R. ALEMAN AND ASSOCIATES, INC.		592751524
h. U.S. COST INCORPORATED		581827672
i. ARS ENVIRONMENTAL, INC.		650359906

Submittal No: 4
Prime Name: BEA ARCHITECTS, INC.
Trade Name:
Prime Local Preference: Yes
FEIN No.: 651020158

Subs Name	Trade Name	Subs FEIN No.
a. HDR ENGINEERING, INC.	HDR ACQUISITION SERVICES, INC.	470680568
b. KIMLEY-HORN AND ASSOCIATES, INC.		560885615
c. PMM CONSULTING ENGINEERS, CORP.		592826347
d. INITIAL ENGINEERS, P.A.		650705637
e. PROGRAM CONTROLS, INC.		043640855
f. MANUEL G. VERA & ASSOCIATES, INC.		591741639
g. COLLINS ENGINEERS, INCORPORATED		363030616
h. THE SPINNAKER GROUP MANAGEMENT, INC.		900148145
i. GEOSOL, INC.		650997886

FIRST - TIER MEETING
JULY 31, 2013

MIAMI-DADE COUNTY SEAPORT DEPARTMENT
A&E SERVICES FOR PORTMIAMI CRUISE TERMINALS
ISD PROJECT NO. A12-SEA-01

TABULATION SHEET

	NAME OF FIRM(S)	COMPETITIVE SELECTION COMMITTEE: Juan Kuryla (SEA)	Elizabeth Ogden (SEA)	Hydi Webb (SEA)	Reynaldo Abreu (WASD)	Marina Blanco-Pape (PWWM)	Curt Williams (PWWM)	SUB-TOTAL	Average	Low Disparity	High Disparity	TOTAL QUALITATIVE POINTS	QUALITATIVE RANKING	TOTAL ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
1	CH2M HILL, INC.															
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	48	49	46	49	48	48	289	58	39	77					
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	19	19	18	19	20	19	114	23	15	30					
	3A - Past Performance of the Firms (Max. 20 points)	18	19	15	20	19	18	109	22	15	29					
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	3	3	3	2	2	2	15	3	2	4					
	5A - Ability of team members to interface with the County (Max 5 points)	5	5	5	4	5	4	28	6	4	7	555				
		93	95	87	94	95	91									
	Ordinal Scores	1	1	1	1	1	2									
	Dropped Scores					1	2						1	4	1	1
	Tie-Breaker(TB) No. 1, 2, 3, 4, 5, & 6 / Criteria(CR) 1A, 2A, 3A, 4A, 5A, Total Qualitative Points for Criteria 1A.															
2	ATKINS NORTH AMERICA, INC.															
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	44	48	44	49	42	47	274	55	37	73					
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	16	19	16	18	20	19	108	22	14	29					
	3A - Past Performance of the Firms (Max. 20 points)	17	19	15	17	15	17	100	20	13	27					
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	5	3	4	5	5	4	26	5	3	7					
	5A - Ability of team members to interface with the County (Max 5 points)	5	5	5	5	5	4	29	6	4	8	537				
		87	94	84	94	87	91									
	Ordinal Scores	4	2	3	2	2	3									
	Dropped Scores	4	2										2	10	2	2
	Tie-Breaker(TB) No. 1, 2, 3, 4, 5, & 6 / Criteria(CR) 1A, 2A, 3A, 4A, 5A, Total Qualitative Points for Criteria 1A.															
3	BERMELLO, AJAMIL & PARTNERS, INC.															
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	45	47	48	48	40	48	276	55	37	73					
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	18	18	15	18	18	19	106	21	14	28					
	3A - Past Performance of the Firms (Max. 20 points)	17	17	15	19	17	18	103	21	14	27					
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	4	3	3	4	4	3	21	4	3	6					
	5A - Ability of team members to interface with the County (Max 5 points)	5	5	5	5	5	4	29	6	4	8	535				
		89	90	86	94	84	92									
	Ordinal Scores	2	3	2	3	3	1									
	Dropped Scores					3	1						3	10	3	3
	Tie-Breaker(TB) No. 1, 2, 3, 4, 5, & 6 / Criteria(CR) 1A, 2A, 3A, 4A, 5A, Total Qualitative Points for Criteria 1A.															
4	BEA ARCHITECTS, INC.															
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	45	45	44	46	46	47	273	55	37	73					
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	18	17	14	17	10	17	93	19	12	25					
	3A - Past Performance of the Firms (Max. 20 points)	17	16	14	16	10	17	90	18	12	24					
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	4	3	3	3	5	3	21	4	3	6					
	5A - Ability of team members to interface with the County (Max 5 points)	5	5	5	4	5	4	28	6	4	7	505				
		89	86	80	86	76	88									
	Ordinal Scores	3	4	4	4	4	4									
	Dropped Scores	3	4										4	12	4	4
	Tie-Breaker(TB) No. 1, 2, 3, 4, 5, & 6 / Criteria(CR) 1A, 2A, 3A, 4A, 5A, Total Qualitative Points for Criteria 1A.															

Fernando V. Ponassi, M.A Arch., LEED®AP, ISD Chairperson

39

PORTMIAMI

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT

ARCHITECTURAL AND ENGINEERING SERVICES FOR PORTMIAMI CRUISE TERMINALS

A12-SEA-01

JANUARY 2014

Carlos A. Gimenez, Mayor

BOARD OF COUNTY COMMISSIONERS

Rebeca Sosa, Chairwoman

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

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

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

This document is exempt from public disclosure in accordance with House Bill 735, Chapter 2002-67. No part of the document may be used, reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying or otherwise, without the prior written consent of PortMiami.

PORTMIAMI

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT

ARCHITECTURAL AND ENGINEERING SERVICES FOR
PORTMIAMI CRUISE TERMINALS

A12-SEA-01

TABLE OF CONTENTS

SECTION I – COUNTY OBLIGATIONS 4
SECTION II – PROFESSIONAL SERVICES 5
SECTION III – TIME FOR COMPLETION 12
SECTION IV– FORCE MAJEURE 12
SECTION V – COMPENSATION 13
SECTION VI – ADDITIONAL SERVICES (ALLOWANCE ACCOUNT) 17
SECTION VII – METHODS OF PAYMENT 18
SECTION VIII – SCHEDULE OF WORK 19
SECTION IX – RIGHT OF DECISIONS AND DISPUTE RESOLUTION 19
SECTION X – OWNERSHIP OF DOCUMENTS 20
SECTION XI – REUSE OF DOCUMENTS 21
SECTION XII – NOTICES 21
SECTION XIII – ABANDONMENT 22
SECTION XIV – AUDIT RIGHTS 22
SECTION XV – SUBCONTRACTING AND ASSIGNMENT 22
SECTION XVI - CERTIFICATION 24
SECTION XVII – TERMINATION OF AGREEMENT 24
SECTION XVIII – DURATION OF AGREEMENT 25
SECTION XIX – DEFAULT 26
SECTION XX – INDEMNIFICATION AND INSURANCE 27
SECTION XXI – TRUTH-IN-NEGOTIATION CERTIFICATION OF WAGE RATES 29
SECTION XXII – APPLICABLE LAWS 29
SECTION XXIII – OFFICE OF MIAMI-DADE COUNTY INSPECTOR GENERAL 33
SECTION XXIV – AFFIRMATIVE ACTION 36
SECTION XXV – PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS 37

SECTION XXVI - SANCTIONS FOR CONTRACTUAL VIOLATIONS 37
SECTION XXVII – BUSINESS APPLICATION AND FORMS 37
SECTION XXVIII – ERRORS AND OMISSIONS 38
SECTION XXIX – ENTIRETY OF AGREEMENT 38
ATTACHMENTS
ATTACHMENT A – CH2M HILL, INC.'S PROPOSAL DATED JANUARY 17, 2014
ATTACHMENT B – CH2M HILL, INC.'S COMMITMENT LETTER

NON-EXCLUSIVE PROFESSIONAL SERVICE AGREEMENT

THIS NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 20___ by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and CH2M HILL, INC., a FLORIDA corporation authorized to do business in the State of FLORIDA with offices in MIAMI, Florida, hereinafter referred to as the "CONSULTANT".

W I T N E S S E T H:

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the CONSULTANT and the CONSULTANT hereby covenants to provide the professional services prescribed herein in connection with the Architectural and Engineering Services for PortMiami Cruise Terminals, Contract No. A12-SEA-01 / Project No. 2013-001, as more specifically described in SECTION II– PROFESSIONAL SERVICES of this Agreement for the Dante B. Fascell PortMiami-Dade, hereinafter referred to as the "PROJECT".

SECTION I – COUNTY OBLIGATIONS

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

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

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

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

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

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

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

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

SECTION II – PROFESSIONAL SERVICES

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

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

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

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

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

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

For a more detailed description of the scope of work for the renovation of Cruise Terminal H, please refer to Attachment "A", CH2M Hill, Inc.'s proposal dated January 17, 2014.

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

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

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

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

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

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

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

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

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

I. RESPONSIBILITY FOR ESTIMATES

1. In the event the services required pursuant to this Agreement include the CONSULTANT preparing and submitting to the COUNTY, cost estimates, the CONSULTANT, by exercise of his experience, effort, knowledge and judgment, shall develop such cost estimates as are set forth in, or as may be required under the Agreement and shall be held accountable, responsible and liable for the accuracy, completeness, and correctness of any and all such cost estimates. For purposes of the Liability Provisions of this Article only, the CONSULTANT's estimate(s) shall be considered valid and effective for a period of six (6) months from the date of the COUNTY's acceptance of the estimate(s).
2. The cost estimates of CONSULTANTS or SUB-CONSULTANTS engaged by CONSULTANTS, for the appraisal or valuation of real property or easements, or the estimate of damages or costs associated with the acquisition of real property or easements are exempted from the provisions of this Article.
3. Cost Estimates
   a. Order of Magnitude Estimate at Conceptual Design and 30% Construction Drawings.

      This is an approximate estimate made without detailed architect/engineering data. Examples include, but are not limited to, an estimate from cost-capacity curves, an estimate using scale-up or scale-down factors, and an approximate ratio estimate. This type of estimate shall be accurate within plus thirty percent (30.0%). If the bids, as described above, fail to meet this prescribed accuracy, the cost associated with the preparation and development of the ORDER OF MAGNITUDE ESTIMATE shall be recoverable by the COUNTY.

b. Construction Cost Estimates at 60% and 90% Complete Construction Documents.

A construction cost estimate for purposes of this Agreement is an estimate prepared on the basis of well-defined engineering/architectural data and on detailed information set forth in specifications, or drawings, which are to be used as a basis for obtaining bids or price proposals for construction the project. This type of estimate shall be accurate within plus or minus ten percent (10%) of the cost of the construction of the project. The accuracy and reliability of a CONSTRUCTION COST ESTIMATE is vital to the COUNTY'S interests because it may be used for such purposes as, but not limited to the following: budgeting, obtaining, allocating or obligating funds for the project; evaluating and determining the reasonableness and acceptableness of bids or price proposals for construction projects.

In the event the COUNTY solicits and receives bids or price proposals from Contractors on a construction project based on specifications, design, drawings, and a CONSTRUCTION COST ESTIMATE prepared by the CONSULTANT, and the lowest bid or price proposal, submitted by a responsive and responsible bidder or proposer, which bid or price proposal exceeds the amount of the CONSULTANT'S CONSTRUCTION COST ESTIMATE by more than the percent accuracy set forth hereinabove, the CONSULTANT shall, upon notification by the COUNTY, assume responsibility for and proceed to provide and perform the following service without additional compensation:

The CONSULTANT will, subject to the review and approval of the COUNTY, modify at its expense the specifications, design, drawings, and related bidding and contract documents to the extent necessary to reduce the anticipated construction costs so that the re-solicitation of bids or price proposals will realize bids or price proposals being received that are within the range of accuracy established for the CONSTRUCTION COST ESTIMATE prepared by the CONSULTANT. Any such modifications made by the CONSULTANT shall not conflict with the functional or operational requirements established by the

COUNTY for the project and set forth in the Agreement or Change Orders) or Supplemental Task Authorization(s) issued thereto, nor shall any such modifications conflict with established rules, regulations, requirements or professional standards pertaining to the design, specifications or drawings prepared by the CONSULTANT, nor shall such modifications adversely affect the safe use or operation of the construction project.

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

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

SECTION III – TIME FOR COMPLETION

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

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

SECTION IV– FORCE MAJEURE

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

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

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

SECTION V – COMPENSATION

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

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

1. The fee for services rendered by the CONSULTANT's personnel, principals excluded, shall be computed based on the direct salary cost, as reported to the Internal Revenue Service, for the time of said personnel engaged directly in the work, times negotiated multipliers of **2.85** for Office Personnel, **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). 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. Rate escalations will not be

permitted. Furthermore, the maximum raw hourly rates are capped and set not to exceed as follows:

Senior Architects	$60.00	Staff Architects	$45.00
Senior Engineers	$60.00	Staff Engineers	$45.00
Senior Planners	$60.00	Planners	$45.00
Junior Staff	$45.00	Cost Estimating	$45.00
CADD	$29.00	Clerical	$25.00

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).

LARRY COHAN **RAJ KRISHNASAMY**

KEN GARDNER **IGNACIO LIZAMA**

ROB HINK **LOUIS NORIEGA**

RAFAEL L. ROBAYNA, P.E.

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

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

4. Labor rates shall be in accordance with the list of employees and rates supplied by the CONSULTANT and its sub-consultants, and made a part hereof as Attachment "A".

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

E. Compensation for Other Services

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

1. Land and Engineering Field Survey

In the event supplementary field survey work is required during design of the project and such work is authorized by the Director, the CONSULTANT shall be compensated for performance of said work in accordance with the provisions of Section V(A) hereof. The surveying rates shall not exceed the negotiated rates under the latest Miami-Dade County Public Works 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 **$2,000,000.00** maximum compensation limit of the Agreement has been encumbered, the Director shall have the right to authorize performance of additional services provided

that compensation for such services does not exceed ten percent (10%) of the Agreement's maximum compensation limit or **$200,000.00**. It is understood that any unspent portion of the allowance account is to remain with the COUNTY.

SECTION VII – METHODS OF PAYMENT

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

Pursuant to Administrative Order (A.O.) 3-32 Community Business Enterprise (CBE-A&E) Program and/or A.O. 3-39 for the Resolution Repealing County Administrative Orders 3-33, 3-14 and 3-28 and establishing Administrative Order 3-39 Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders and Reporting, the CONSULTANT is required to file utilization reports with the Miami-Dade County contracting department monthly, unless designated otherwise. URs are required to accompany every invoice. The UR should indicate the amount of contract monies received and paid to the CONSULTANT, including payments to Sub-consultant(s) (if applicable). The UR format 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 **15%** based on the total amount of compensation authorized under this Agreement.

A. Sub-consultant(s)

The compensation for services rendered by the Sub-consultant(s) shall be in accordance with this Section and Section V - COMPENSATION. The Sub-consultant(s) authorized to perform professional services associated with this Agreement are:

AUTOMATED PORT SOLUTIONS, INC.

BC ARCHITECTS AIA, INC.

CDM SMITH INC.

ROBAYNA AND ASSOCIATES, INC.

ROSENBERG GARDNER DESIGN

THE SPINNAKER GROUP MANAGEMENT, INC.

TIERRA SOUTH FLORIDA, INC.

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

All services provided by the Sub-consultant(s) shall be pursuant to appropriate agreements between the CONSULTANT and the Sub-consultant(s) which shall contain

provisions that preserve and protect the rights of the COUNTY under this Agreement, and indemnify and hold harmless the COUNTY.

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

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

SECTION XVI - CERTIFICATION

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

SECTION XVII – TERMINATION OF AGREEMENT

It is expressly understood and agreed that the Director may terminate this Agreement, in total or in part, without cause or penalty, by thirty (30) days prior written notification in writing from the Director or by declining to issue Work Orders, as provided in Section VIII; in which event the

COUNTY's sole obligation to the CONSULTANT shall be payment, in accordance with Section V – Compensation, for those units or sections of work previously authorized. Such payment shall be determined on the basis of the hours or percentage of work performed by the CONSULTANT, found acceptable to the COUNTY, up to the time of termination. In the event partial payment has been made for professional services not performed, the CONSULTANT shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. Upon such termination, the COUNTY may, without penalty or other obligation to the CONSULTANT, elect to employ other persons to perform the same or similar services.

SECTION XVIII – DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of **four (4)** years effective term after its date of execution and upon issuance of Notice to Proceed to its first work order 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.

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

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

C. 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).

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

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

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

1. The purposes of allocating accelerated depreciation benefits pursuant to Section

179D of the Internal Revenue Code of 1986, as amended (the "Code").

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

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

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

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

SECTION XXIII – OFFICE OF MIAMI-DADE COUNTY INSPECTOR GENERAL

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

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

Upon ten (10) days written notice to the (Contractor/ Vendor/ Consultant) shall make all requested records and documents available to the Inspector General for inspection and copying. The

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

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

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

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

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

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

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

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

The IPSIG may perform its services at all levels of the contracting and procurement process, including but not limited to project design, establishment of bid specifications, bid submittals, activities

of Contractor/Consultant, its officers, agents and employees, lobbyists, County staff and elected officials.

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

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

SECTION XXIV – AFFIRMATIVE ACTION

The CONSULTANT'S Affirmative Action Plan submitted pursuant to Miami-Dade County Code Section 2-8.1.5, as approved by the Department of Small Business Development, and any approved update thereof, are hereby incorporated as contractual obligations of the CONSULTANT to

Miami-Dade County hereunder. The CONSULTANT shall undertake and perform the affirmative actions specified herein. The Director may declare the CONSULTANT in default of this Agreement for failure of the CONSULTANT to comply with the requirements of this paragraph.

SECTION XXV – PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS

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

SECTION XXVI - SANCTIONS FOR CONTRACTUAL VIOLATIONS

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

SECTION XXVII – BUSINESS APPLICATION AND FORMS

The CONSULTANT shall be a registered vendor with the COUNTY – Department of Procurement Management, for the duration of this Agreement. It is the responsibility of the CONSULTANT to update and file the Vendor Registration Package, including a Uniform Affidavit

Packet (Affidavit form) with the Department of Procurement Management (DPM), Vendor Assistance Unit for any changes for the duration of this Agreement, including any option years.

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

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

SECTION XXVIII – ERRORS AND OMISSIONS

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

A. Errors

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

B. Omissions

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

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

To obtain recovery for errors and/or omissions covered in paragraphs A and B above, the COUNTY shall deduct from funds due the CONSULTANT in this or any other contract the CONSULTANT may or will have with the COUNTY up to the amount of the CONSULTANT'S insurance deductible. Should the damages incurred by the COUNTY exceed the CONSULTANT'S insurance deductible, the COUNTY shall look to the CONSULTANT and the CONSULTANT'S insurer for the remaining amount of additional damages incurred by the COUNTY. In executing this agreement, the CONSULTANT specifically agree to the reasonableness of these damage calculations

and to the COUNTY'S right to recover same as stated above provided, however, the Parties agree that in no event shall CONSULTANT be responsible for the cost of construction changes to the extent that such changes are determined to be a betterment to the COUNTY. The recovery of additional costs to the COUNTY under this Section shall not preclude or limit in any way the CONSULTANT'S indemnification obligations to the COUNTY pursuant to Section XX of this Agreement, or preclude or limit in any way recovery for other separate and/or additional damages that the COUNTY may otherwise incur."

SECTION XXIX – ENTIRETY OF AGREEMENT

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

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

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

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

ATTEST:

HARVEY RUVIN, CLERK OF THE BOARD

By: _____

ATTEST _____

By: _____
Corporate Secretary
assistant

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

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

By: _____
County Mayor

CH2M HILL, INC.

By: _____
Senior Vice President

(Corporate Seal)

CH2M HILL, INC. CORPORATE SEAL 1961 FLORIDA

ATTACHMENT "A"

CH2M HILL, INC.'S PROPOSAL DATED JANUARY 17, 2014

Renovation of Cruise Terminal H

PM Project No. 2013-01

CONSULTANT SERVICES PROPOSAL (SCOPE OF SERVICES)

FINAL: January 17, 2014

INTRODUCTION

Port Miami has requested through Miami-Dade County (the "COUNTY") that CH2M HILL (the "ARCHITECT") provide Professional Architectural and Engineering Services generally described below. These Services will be applied to the A/E Services for Port Miami Cruise Terminals Contract No. A12-SEA 01.

This Proposal is for ARCHITECT to Develop construction documents for competitive bidding of the proposed Renovation of Cruise Terminal H at Port Miami (PROJECT). The existing Cruise Terminal H is located along the west end of the north side of Dodge Island near the Miami-Dade Fire Rescue Docks and Cruise Terminal G. The general building improvements consist of the following:

1. Combined 30,000 SF renovation and addition of space located within the existing 75,500 SF terminal building and expanded onto the existing terminal. This proposal is based on a 15,000 SF interior renovation and a 15,000 SF expansion. The remaining space within the existing terminal will remain untouched except for a new fire sprinklers system. New floor plan and concepts will be developed utilizing Exhibit A of the Port Miami Agreement with the Day Cruise tenant..
2. New passenger boarding bridge
3. New fire sprinkler system for entire building (existing and addition) – approx 98,000 SF.
4. Replacement of one existing chiller as needed, with new additional capacity to accommodate building addition/ expansion.

The general intent of the renovated cruise terminal is to serve as a turn-around day cruise terminal for a new vessel to Bimini. Resorts World Bimini Superfast anticipates operating their passenger vessel out of the terminal with an anticipated 1,600 passengers per trip The vessel will depart the terminal twice daily requiring two complete turnarounds. The vessel will also require some cargo transfer through the vessel's stern ramp. This ramp will use the berth's existing RO/RO dock. Project will include the development of complete construction documents for architectural, structural, mechanical, electrical, plumbing, fire protection, landscape, civil, security access control/CCTV, telephone, data, wireless networks, signage, public address system, interior design including furnishings and fixtures for the terminal renovation and surrounding site. Project will also include the development of a

USE OR DISCLOSURE OF DATA CONTAINED ON THIS SHEET IS SUBJECT TO
THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL.

performance specification for the Passenger Boarding Bridge, the development of construction documents for the support foundations for the Passenger Boarding Bridge, construction cost estimating, and LEED administration and coordination services during design and construction. Minimal site improvements are proposed. These include those required to address utility connections to the building and to establish drop off lanes adjacent to the building.

No design services are proposed for improvements to the bulkhead, bollards, mooring hardware, fenders, cap on the wharf or RO/RO including but not limited to electrical, water, sewer and structural. It is assumed these are to be done by others or under a separate scope of work with ARCHITECT.

The COUNTY has initiated the CBP approval process and will assist the ARCHITECT in the CBP submittal process to obtain final approvals. The ARCHITECT will provide all documents and descriptive information necessary to obtain CBP approvals.

Upon completion of the construction documents, the ARCHITECT will assist the COUNTY during the advertisement and bidding and will provide construction administration services during construction. COUNTY will be responsible for the submittal and processing of the Permit applications for building permit. ARCHITECT will provide applicable construction drawings, specification and calculations to assist in the Permitting process. ARCHITECT will be responsible to correct items within this scope as required to obtain a permit. ARCHITECT is not responsible to correct items requested during the permit process that are not part of the design scope. In addition,. ARCHITECT will not be responsible for upgrade of the Mechanical, Electrical or Structural components of the existing building outside of the Day Cruise Operating area. ARCHITECT will not be responsible for the Structural, Mechanical, Plumbing or Electrical retro fit of the existing building envelop to meet current code and will only address areas affected by new design and construction unless noted otherwise. Should the Permitting agencies require said upgrades or retro-fits additional services will be required.

ADMINSTRATIVE PROVISIONS

ARCHITECT will as part of the SCOPE OF SERVICES provide or adhere to the following ADMINISTRATIVE PROVISIONS:

A. The primary point of contact for the COUNTY for this project will be the COUNTY's Project Manager. All correspondence and communication required will be sent through them.

B. The primary point of contact for the ARCHITECT for this project will be the ARCHITECT's Project Manager. All communication with the Design team will be sent through them.

USE OR DISCLOSURE OF DATA CONTAINED ON THIS SHEET IS SUBJECT TO
THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL.

C. Project Meetings: ARCHITECT's Project Manager or designated representative (if the Project Manager is not available) will participate in the early portions of the project in bi-weekly meetings with the COUNTY's Project Manager during the design phase to discuss project deliverable schedules, project details and open action items up to the 30% Design phase at which milestone only meetings will occur as indicated. ARCHITECT's Project Manager or designated representative (if the Project Manager is not available) will participate in weekly meetings with the COUNTY's Project Manager and construction team during construction to discuss construction design issues, RFI's, shop drawings, and open action items. Schedule of these meetings will be coordinated with the COUNTY.

D. ARCHTECT will use the COUNTY (Port Miami's) Division 1 Specifications in preparation of the bid packages. COUNTY will provide the intended documents by no later than 60% design submittal stage.

E. Specifications will be prepared in AIA MasterSpec (2012 or later version) in CSI 33 Division format.

F. The PROJECT is as defined above in the INTRODUCTION

G. Architectural and Structural Drawings will be prepared in Autodesk Revit (2011 or later version) for the building addition component and in AutoCAD 2011 for the existing building being renovated on 22" x 34" sheets on CH2M HILL's Standard Borders. MEP and Fire Protection for all aspects of the project will be done in standard AutoCAD.

H. Drawings and Specification will be prepared for a Lump Sum Bidding effort and Construction Contract for each of the bid Packages.

I. Contract document dimension and units will be presented in U.S. Customary units (feet, pounds) unless directed otherwise within two weeks of the Notice To Proceed.

TASKS UNDER THIS PROPOSAL

A. Preliminary Review and Field Investigations

1. Field Condition Investigation: The ARCHITECT will perform a visual field familiarization review of the site. The familiarization review is expected to occur concurrently with an initial meeting (Kick-off) with the COUNTY.

2. Topographic Survey of Existing Conditions: The COUNTY will provide any past field topographic survey of the project site and CAD files of the previous

USE OR DISCLOSURE OF DATA CONTAINED ON THIS SHEET IS SUBJECT TO
THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL

designs and as-built construction including all underground utilities for the building and surrounding site. CONSULTANT will obtain a new topographic survey as follows:

a. The survey will be to a level of detail for the ARCHITECT to prepare the construction documents and is expected to include the surface features of the existing site and building exterior footprint up to 100 feet away from the building.

b. Surveys will be tied to an existing or project established baseline and monuments. Such baseline and monuments will be referenced in the construction documents for project control.

c. The survey will locate adjacent features and facilities, including fences, drainage structures, and lighting. Topographic survey will locate surface features and water's edge. Survey does not include the locating of existing underground utilities. Utility locations within the survey area will be limited to the available records provided by the utility providers as field marking of their locations prior to the actual survey. Scope does not consider "pot holing" of utilities.

d. The COUNTY will provide topographic X-Y-Z coordinates of the area to comply with Port Standards.

3. Geotechnical Investigation and Reporting: The ARCHITECT will provide field sub-surface geotechnical investigation of the project site to address the building expansion and the Passenger Boarding Bridge foundation.

a. The investigation will include representative borings as anticipated for the preparation of Construction Documents within the limits of work with the intent to provide design parameters for structural design of the foundations for the building and Passenger Boarding Bridge. The following borings will be provided:

1. Two SPT borings at 75 feet depth.
2. Two SPT borings at 20 feet depth.
3. Five SPT borings at 30 feet depth.
4. Five SPT borings at 10 feet depth.

b. A geotechnical report will be prepared to summarize the investigation and findings.

c. The ARCHITECT will incorporate the subsurface profile logs into the Construction Drawings.

USE OR DISCLOSURE OF DATA CONTAINED ON THIS SHEET IS SUBJECT TO
THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL.

d. The COUNTY will provide any site investigations conducted in this area for use by the ARCHITECT.

B. Construction Documents Preparation

ARCHITECT will prepare Construction Documents for the PROJECT for Bidding and Construction. The Construction Documents will be divided into two separate bid packages to be bid and constructed separately to assist in project schedule. (PACKAGE 1 will be the Passenger Boarding Bridge and PACKAGE 2 will be the Project and Site).

The Overall PROJECT design will consider the following:

- Design of the Building renovations and addition/expansion, combined total of approximately 30,000 SF.
- Design of the Building renovations will accommodate new or renovated Federal Inspection Services (FIS) areas isolated to meet CBP, requirements for security, immigration and agriculture. The security measures will address the space requirements, power, conduit requirements and locations and the equipment specifications. Layout of these areas will be based on the latest edition of CBP Cruise Terminal Design Standards in effect at the time this contract is executed and COUNTY's guidance as they negotiate with CBP.
- Design of the Building renovations will require modification of existing internal floor plan to accommodate new ticketing areas, seating areas, restrooms, baggage handling, Passenger circulation spaces and vertical cores. The Passenger flow and space usage are to meet the requirements for tenants, security, measures required by Customs, Immigration, Agriculture, Port Operations Staff and Port security including cameras, tracking, monitoring and intrusion detection design.
- Design of the Building renovations will require modifications to the floor plan for life safety and modifications for fire protection systems as required by the building code as a result of revisions to the building floor plan. Some changes will be due to changes in code since its original design and construction.

  The code upgrades to the building exclude:

  - Hurricane hardening or strengthening of the existing building's structure (roof, walls, foundation, etc) to higher wind speeds than the original design.
  - The design of a complete upgrade of the electrical or Mechanical system to meet modern codes in the existing un-renovated areas.

USE OR DISCLOSURE OF DATA CONTAINED ON THIS SHEET IS SUBJECT TO
THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL.

Original components will be used to the maximum extent possible and only new components will be designed to the current code unless excluded above.

- Design of the Building renovations will require interior color selections and design of finish elements of the building such as base wall finishes, ceiling types and patterns and flooring types and patterns. ARCHITECT will incorporate interior features into the lighting and mechanical packages to maintain a uniform and aesthetic theme throughout. ARCHITECT will establish a color palette and carpeting/tile boards for presentation to the COUNTY for direction and approval. This will include the design and selection of furnishings and accessories including but not limited to chairs and tables, trash cans and ash tray stanchions, office furnishings and cabinets. Tenant improvements and modifications/improvements to lease spaces beyond the shell space of the Day Cruise Operation are not included in this proposal.
- Design of the Building renovations will require modification of the building exterior to change appearance to reflect its new use. These may result in use of canopies, added accents, and provision of new windows and doors.
- Design of the Building renovations will require development of a Design Criteria Manual / Performance Specification for a new passenger access way to the ship from the second level of the Terminal. This access way will be provided by way of a passenger boarding bridge systems consisting of a fixed elevated connection tunnel and/or multiple sets of tunnels, which then connect to an adjustable boarding bridge system at the ship. Access system will be variable height and variable position to optimize the range of ships served. COUNTY will provide all statistics and specification on the ship for use in the development of the design criteria of the Passenger Boarding Bridge.
- Design will include an updated Chiller System to support the HVAC needs of the entire facility (new addition, renovated and existing areas).
- Terminal Renovations will be designed to meet the requirements of LEED current edition at the time of execution of this contract. Facility will seek LEED Silver certification with the US Green Building Council. A LEED Charette will be held with all stakeholders at or before the 30% construction drawing submittal to establish LEED sustainability design goals and strategy to obtain a minimum of LEED silver certification. ARCHITECT will provide LEED administration and coordination throughout design and construction. LEED Application fees are excluded and are assumed to be by the CLIENT.
- Design of the Building renovations will require modification to project site at front of terminal to address passenger drop off and pick-up for POV's, buses

USE OR DISCLOSURE OF DATA CONTAINED ON THIS SHEET IS SUBJECT TO
THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL.

and taxis. New floor plan will result in the design of canopies and covered drop off lanes. Site improvements will also include minor landscape improvements. Site work will be provided in the rear/water side of the terminal to address the Passenger Boarding Bridge footprint, baggage handling, and crew operations.

- Site utilities will be designed to support the renovation of the terminal and are limited to connection to existing utility services within 100 feet of the building footprint. These services include:
  - Potable water for the Day Cruise terminal. Assumes sufficient supply of flow and pressure at the entrance to the building is already present and available to support the building portion of the project's demand. Includes design and sizing of the necessary meters, backflow preventors and piping.
  - Fire protection for the cruise terminal. Assumes sufficient supply of water flow and pressure at the entrance to the building is already present and available to support the building portion of the project's demand. Includes design and sizing of the necessary meters, backflow preventors and piping and is based on no fire pumps being needed within the buildings to obtain the required pressure and flow.
  - Site electrical distribution for power to the building will be designed to connect at existing transformer and interior electrical room within the current terminal. Provisions will be made in the new cruise terminal electrical room for the electrical equipment necessary to support the future demands required for future build-out or added site amenities as mutually determined between the ARCHITECT and the COUNTY. This may require consideration of a larger electrical room and communications room to accommodate. The design of a complete upgrade of the electrical system in the building to meet modern codes is not included. The design of a generator to support the Day Cruise Operation only is considered as part of this design.
  - Site lighting for an area within 50 feet of the building using wall mounted and under canopy mounted fixtures will be designed. Lighting levels will be per federal security lighting level standards for cruise terminals and Port Security requirements.
  - Telephone/communications distribution from the closest comm./electrical manhole within 100 feet of the building routed to the building communication room will be designed with design considering future demands of full build-out. On-site conduit for electrical and communications services will be designed with 25 percent spare capacity for future expansion.

USE OR DISCLOSURE OF DATA CONTAINED ON THIS SHEET IS SUBJECT TO
THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL.

- Sanitary sewer with lift station to support the expanded terminal demands. This assumes the existing sewer line is within 250 feet of existing terminal and of sufficient size to receive added volumes from this projects renovation.
- Address storm water collection only at areas where paving is required to be modified to address traffic circulation at the entrance of the building. Assumes sufficient storm water piping capacity is already present and available to support the project's demand at the building.
- Landscaping in areas at building front entrances only and minimally as required to meet COUNTY provisions will be designed.
- Irrigation for landscaped areas will be designed.

As part of the Concept design and Construction Documents preparation phases, ARCHITECT will prepare / provide the following:

1. Conceptual Designs – Two conceptual design alternatives will be prepared showing two different design solutions for stakeholder review and approval. Will include drawings or sketches of site and floor plans and building imagery of exterior improvements.

2. 30% Complete Construction Drawings and outline technical specifications - Will include conceptual floor plans, elevations and limited sections to assist in the approval of the floor plan and design concepts. This submittal will include a Basis of Design Report. The report will include a discipline by discipline summary of the codes and assumptions that will be used in the terminal design. In final submittal deign calculations will be attached as an Appendix.

3. 60%, 90%, and 100% Complete Construction Drawings and associated technical specifications. A value engineering/constructability review meeting will be held with all stakeholders after the COUNTY's review of the 30% submittal.

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

   a. Jointly with the COUNTY, develop the Project General and Special conditions for Security requirements/restrictions, project limits, project site access points and routes, including maintenance of traffic, staging, storage, and parking, milestone and completion schedule (proposed schedule), minimum qualifications for bidder selection, including previous cruise terminal, years of experience, key staffing, and references.

USE OR DISCLOSURE OF DATA CONTAINED ON THIS SHEET IS SUBJECT TO
THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL.

b. Jointly with the COUNTY, develop bid forms.

c. The COUNTY will be responsible for the Agreement, Bond, and other procurement documents.

d. The COUNTY will prepare the total Request for Bid package utilizing the contract drawings and technical specifications provided by the ARCHITECT.

e. The COUNTY will provide the ARCHITECT with two (2) copies of the Bid documents, and any Addendum.

5. Construction Cost Estimates (Architect's Estimate of Probable Cost) – ARCHITECT will prepare an Order of Magnitude Estimate for each of the design alternatives presented at the conceptual design submittal and at the 30% complete construction drawing submittal.. A "Work Force Analysis", "Construction Cost Estimate by Trades" and "Construction Cost Estimate by Division" breakdown will be prepared by the ARCHITECT at the 60% and 90% complete construction drawing submittals. The construction cost budget is $10,000,000.00. All estimates will include the following within the maximum $10 million budget:

   a. Contract allowance account of 10%.

   b. Permitting allowance of 2%.

   c. Inspector General Fee ¼ of 1%

   d. Added cost of LEED construction

   e. Construction contingency: 30% at planning level, 10% post design

   f. Furnishings, fixtures and equipment (movable)

   g. Art in public places (new + renovated construction cost x 110% x 1.5%)

6. Meetings and Coordination - ARCHITECT will meet with the COUNTY approximately every two weeks during construction document development to discuss progress and project development issues/items up to the constructability review meeting or 30% submittal whichever is sooner. After this point standard milestone meetings as indicated below will be provided. All meetings are assumed to be at the COUNTY's offices in Miami, with duration of up to four (4) hours.

   a. Progress meetings assume that both Packages will be discussed simultaneously. Progress meetings are based on the ARCHTECT's Project Manager or Project Architect's representative (if PM is not available) attending along with other ARCHITECT's staff members as needed at the sole discretion of the ARCHITECT. Discipline leads will be available by

USE OR DISCLOSURE OF DATA CONTAINED ON THIS SHEET IS SUBJECT TO
THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL.

phone.

b. Progress meetings assume Stakeholder will participate in the meetings for guidance and input and separate meetings on separate days will not be held..

c. Telephone coordination and email as appropriate.

C. Services During Permitting

1. The ARCHITECT will provide the COUNTY project specific and technical information needed for the COUNTY to prepare, submit and process permit applications, sketches and documents for the Projects Building Permit.

2. ARCHITECT will prepare applications and submit to Miami-Dade DERM and the Miami-Dade Health and Utility departments for processing. COUNTY will process as required. ARCHITECT will assist through process by providing applicable information required by agencies.

3. The ARCHITECT will meet with Permit Agencies during the permit process as needed to assist the COUNTY. These meetings will be attended by the ARCHITECT's Project Manager or Project Architect's representative and are assumed to be one (1) hour long. Up to four (4) meetings are assumed.

D. Services During Advertisement, Bidding, and Award

1. The ARCHITECT will assist the COUNTY in the advertising and bidding of the projects. Up to two bid PACKAGES are included for bidding.

2. The ARCHITECT will attend one (1) pre-bid meeting at the COUNTY's or applicable County office in Miami, Florida for each Bid Package. The pre-bid meeting will be attended by the ARCHITECT's Project Manager or Project Architect's representative.

3. For Each Bid Package the ARCHITECT will respond to Bidder's written questions within two business days, whenever possible. The COUNTY will be responsible for receiving and distributing the questions and responses to the ARCHITECT and the Contractor.

4. For Each Bid Package the ARCHITECT will assist the COUNTY in the technical review of the bid proposals for responsiveness and provide a summary memorandum of findings within three (3) business days.

5. The ARCHITECT will participate in one (1) meeting at Port Miami for each package to discuss the Bid review memorandum. The ARCHITECT will also participate in a bid review meeting with the potential low, responsive, responsible bidder, if needed.

6. For Each Bid Package the ARCHITECT will combine addenda or revisions

USE OR DISCLOSURE OF DATA CONTAINED ON THIS SHEET IS SUBJECT TO
THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL

issued during Bidding and prepare a Conformed set of Construction Documents for Construction.

E. Services During Construction

ARCHITECT will provide limited services during construction for the PROJECT. The Construction Phase is divided into two separate bid packages (PACKAGE 1 will be the Passenger Boarding Bridge and PACKAGE 2 will be the Cruise Terminal renovation and Site). Each package is assumed to be constructed separately and stand alone.

For PACKAGE 1 - Passenger Boarding Bridge

1. ARCHITECT will participate in progress conference calls and meetings between the COUNTY, the Manufacturer, and a representative of the ARCHITECT. All meetings are assumed to be at the COUNTY's offices in Miami if not a conference call, with duration of up to two (2) hours. These are assumed to occur monthly, with an assumed duration of two hours. The COUNTY shall arrange the day and time of the progress conference calls. The ARCHITECT will record and issue the Minutes of the Meeting.

2. The ARCHITECT will perform periodic site visits during Passenger Boarding Bridge Foundation, Electrical Construction and data connections to assist the COUNTY in determining the progress of the construction to date limited to the quantities identified below. The purpose of the meetings are to:

   a. Discuss with the COUNTY and the Contractor/Erector field progress to date, schedule, issues and concerns.

   b. Walk the sites and visually assess and identify deficiencies or concerns of the ARCHITECT and COUNTY with the construction.

   c. Prepare a memorandum of progress summarizing the site visit.

   Periodic site visits will be attended by the ARCHITECT's Project Manager or Project Architect's representative and one (1) discipline lead unless noted otherwise and are assumed to be limited to the following:

   - One (1) preconstruction Kick off meeting.
   - Up to one (1) site visit as required during construction.
   - One (1) substantial completion punch list walkthrough.
   - One (1) final completion punch list walkthrough.

   d. Progress meetings between the COUNTY, the Contractor, and an ARCHITECT's representative are assumed to occur weekly, with an assumed duration of one hour. The COUNTY shall arrange the day and time of the meetings. The COUNTY will record and issue the Minutes of

USE OR DISCLOSURE OF DATA CONTAINED ON THIS SHEET IS SUBJECT TO
THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL.

the Meeting. These meetings are assumed to occur on the same day as the Package 2 construction and overlapping. The meetings are not in addition to the Package 2 weekly meetings.

2. The ARCHITECT will respond to Contractor Requests for Information (RFIs). The ARCHITECT will make reasonable effort to respond to RFIs within three (3) business days of receipt by the ARCHITECT, unless RFI issue requires additional investigation beyond this period.

3. The ARCHITECT will review and respond to Contractor submittals. The ARCHITECT will make reasonable effort to respond to submittal within ten (10) business days of receipt by the ARCHITECT. The ARCHITECT will promptly notify the COUNTY if delays are expected beyond this period due to the volume or complexity of the submittal(s).

4. The ARCHITECT will review up to eight contractor change orders and provide comments and recommendations to the COUNTY.

5. Based on red-lined Record Drawings and Specifications provided by the Contractor, the ARCHITECT will prepare electronic Record Drawings and Specifications for the COUNTY. Record Documents will be prepared, in part, on the basis of information complied and furnished by others, and may not always represent the exact location, type of components, or the exact manner in which the Project was finally constructed. The ARCHITECT is not responsible for any errors or omissions in the information from others that are incorporated in the Record Documents. The Manufacturer will be responsible for the Record Drawing development and O&M manuals for their product.

6. The COUNTY will act as the point of contact for the ARCHITECT with the Contractor. The ARCHITECT will not contact the Contractor directly without the express permission of the COUNTY. All submittals, RFIs, reports, and other documents will be processed through the COUNTY.

7. Revisions or Addendum requested by the COUNTY will be considered additional services.

For PACKAGE 2 - Day Cruise Terminal Renovation and Site

1. The ARCHITECT will perform periodic technical site visits to assist the COUNTY in determining the progress of the construction to date limited to the quantities identified below. The purpose of the meetings are to:

   a. Meet with the COUNTY and the Contractor to discuss progress to date, schedule, issues and concerns.

   b. Walk the sites to visually access and identify deficiencies or concerns of the ARCHITECT and COUNTY with the construction.

USE OR DISCLOSURE OF DATA CONTAINED ON THIS SHEET IS SUBJECT TO
THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL.

c. Prepare a memorandum of progress summarizing the site visit.

Periodic site visits and meetings will be attended by the ARCHITECT's Project Manager or Project Architect's representative and are assumed to be limited to the following:

- Weekly Construction Progress meetings between the COUNTY, the Contractor, and an ARCHITECT's representative are assumed to occur weekly, with an assumed duration of two hour. The COUNTY shall arrange the day and time of the meetings. The COUNTY will record and issue the Minutes of the Meeting. Consultant will attend in person if the meetings coincide with Site visits listed above. Meeting will attended by ARCHITECT's PM or representative and one (1) discipline lead.
- One (1) pre-construction Kick off meeting attended by Architect's representative and one (1) discipline lead.
- Up to twenty four (24) discipline specific site visits as required during construction and attended by one (1) discipline lead. Assumes these visits will occur simultaneous with a PM's weekly site visit.
- One (1) substantial completion punch-list walkthrough. Will be attended by ARCHITECT's Project Manager and each discipline lead as applicable to this Package.
- Two (2) final completion punch-list walkthroughs. Will be attended by ARCHITECT's Project Manager and each discipline lead as applicable to the Package.

8. The ARCHITECT will respond to Contractor Requests for Information (RFIs). The ARCHITECT will make reasonable effort to respond to RFIs within three (3) business days of receipt by the ARCHITECT, unless RFI issue requires additional investigation beyond this period.

9. The ARCHITECT will review and respond to Contractor submittals. The ARCHITECT will make reasonable effort to respond to submittal within ten (10) business days of receipt by the ARCHITECT. The ARCHITECT will promptly notify the COUNTY if delays are expected beyond this period due to the volume or complexity of the submittal(s).

10. The ARCHITECT will review up to eight contractor change orders and provide comments and recommendations to the COUNTY.

11. Based on red-lined Record Drawings and Specifications provided by the Contractor, the ARCHITECT will prepare electronic Record Drawings and Specifications for the COUNTY. Record Documents will be prepared, in part, on the basis of information complied and furnished by others, and may not

USE OR DISCLOSURE OF DATA CONTAINED ON THIS SHEET IS SUBJECT TO
THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL.

always represent the exact location, type of components, or the exact manner in which the Project was finally constructed. The ARCHITECT is not responsible for any errors or omissions in the information from others that are incorporated in the Record Documents. O& M Manuals will be by others.

12. The COUNTY shall act as the point of contact for the ARCHITECT with the Contractor. The ARCHITECT will not contact the Contractor directly without the express permission of the COUNTY. All submittals, RFIs, reports, and other documents will be processed through the COUNTY.

13. Revisions or Addendum requested by the COUNTY will be considered additional services.

14. The ARCHITECT will provide construction support as defined in this proposal.

DELIVERABLES AND SCHEDULE

The ARCHITECT is not responsible for damages or delays in performance caused by CLIENT, acts of God, strikes, lockouts, accidents, or other events beyond the control of the ARCHITECT. In such event, the ARCHITECT's compensation and schedule shall be equitable adjusted.

If review is completed by COUNTY faster than the time allocated for review, ARCHITECT will still require the full time allocated for review plus the duration indicated for deliverable to be completed during each Submittal period. If review by COUNTY is longer than the time allocated, ARCHITECT will still require the indicated amount of time required below for each Submittal period after comments are received. All durations are subject to change based on the magnitude and type of comments.

The following are the deliverables and timeframes associated with them:

A. The ARCHITECT shall provide meeting minutes of all meetings they are required to attend and distribute such minutes within 48 hours of said meeting. Minutes will be issued via email as a PDF.

B. Preliminary Review and Field Investigations

1. Field Condition Investigation - Within one (1) calendar weeks of the Notice to Proceed, ARCHITECT will conduct Investigation and concurrently within the Construction Documents schedule.

2. Topographic Survey of Existing Conditions - Within four (4) calendar weeks of the Notice to Proceed, ARCHITECT will conduct Survey and concurrently within the Construction Documents schedule.

3. Geotechnical Investigation and Reporting - Within four (4) calendar weeks of the Notice to Proceed, ARCHITECT will conduct Geotechnical Investigation.

USE OR DISCLOSURE OF DATA CONTAINED ON THIS SHEET IS SUBJECT TO
THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL.

Report will follow within 30 days of site work and concurrently within the Construction Documents schedule.

C. Construction Documents Preparation

1. Concept Development Package (PACKAGE 1 and 2 combined)

   For each of the Concept Development Package deliverables below ARCHITECT will provide COUNTY with Five (5) copies of the drawings (full-size format), Five (5) copies of the drawings (11 x 17 format) and a PDF sent via email or CD for electronic use.

   The following is the anticipated schedule for each deliverable of the Concept Development Package:

   a. Draft Concept Development Set (for Review) - Within three (3) calendar weeks of the Notice to Proceed and upon receiving Drawings and As-built CAD files for existing terminal, ARCHITECT will deliver to COUNTY a Draft Concept Development Set for COUNTY review and comment. Based on Client reviewing within one (1) calendar week.

   b. Final Concept Development Set - Within one (1) calendar week of receiving COUNTY review comments of the Draft Concept Development Set, ARCHITECT will deliver to COUNTY a Final Concept Development Set for the record and final floor plan acceptance.

2. Construction Documents (PACKAGE 1 - Passenger Boarding Bridge and PACKAGE 2 - Cruise Terminal Renovation and Site)

   For each of the Construction Documents Packages 1 and 2 deliverables below ARCHITECT will provide COUNTY with:

   - Five (5) copies of the drawings (full-size format).
   - Five (5) copies of the drawings (11 x 17 format).
   - Five (5) copies of the Technical Specifications package (8.5 x 11 format) - Starting at 60% Submittal.
   - Five (5) copies of the Construction Cost Estimating package (8.5 x 11 format).
   - Five (5) copies of the Basis of Design package (8.5 x 11 format).
   - A PDF of each sent via CD for electronic use.
   - Two (2) copies of the supporting calculations, signed and sealed (Bid / Final Set only).
   - One (1) electronic copy in Word Format of Technical specifications (Bid / Final Set only).
   - One (1) electronic copy of the Autodesk Revit drawing in DWG (or DXF) format for the COUNTY's records and use (Final Set Submittal only).

USE OR DISCLOSURE OF DATA CONTAINED ON THIS SHEET IS SUBJECT TO
THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL.

- One (1) copy of all sets of deliverable documents shall be signed and sealed by the responsible architect and/or professional engineers of record including all applicable computations at 100% Design Submittal. The probable construction cost estimates and project timelines shall be signed by the Consultants' project manager and estimator responsible for the estimates.
- Fifteen (15) CDs of Final Bid set including PDFs of drawings and specifications.

The following is the anticipated schedule for each deliverable of the Construction Documents (PACKAGE 1 - Passenger Boarding Bridge and PACKAGE 2 - Cruise Terminal Renovation and Site). Note - If review is completed by COUNTY faster than the time allocated for review, ARCHITECT will still require the full time allocated for review plus the duration indicated for deliverable to complete each Submittal period. If review by COUNTY is longer than the time allocated, ARCHITECT will still require the indicated amount of time required below for each Submittal period after comments are received:

a. 30% Review Documents - Within four (4) calendar weeks of the completion of the Final Conceptual Design Submittal and full approval of the preferred design concept by COUNTY, ARCHITECT will deliver to COUNTY the 30% Review Documents for COUNTY and Stakeholders (to include CBP) review and comment. Based on Client reviewing within four (4) calendar weeks and ARCHITECT commencing the next phase of design during this review period. During this four week review period, ARCHITECT shall attend a comment review meeting with the COUNTY and two subsequent comment review meeting with the Stakeholders. After each comment meeting, ARCHITECT will update a comment spreadsheet with the intended comment resolution action. The deliverable time will not start until all COUNTY comments are received for previous phase of package.

b. 60% Review Documents - Within four (4) calendar weeks of receiving COUNTY and Stakeholders review comments of the 30% Review Documents, ARCHITECT will deliver to COUNTY the 60% Review Documents for COUNTY review and comment. Based on Client reviewing within four (4) calendar weeks and ARCHITECT commencing the next phase of design during this review period. During this four week review period, ARCHITECT shall attend a comment review meeting with the COUNTY and two subsequent comment review meeting with the Stakeholders. After each comment meeting, ARCHITECT will update a comment spreadsheet with the intended comment resolution action. The deliverable time will not start until all COUNTY comments are received

USE OR DISCLOSURE OF DATA CONTAINED ON THIS SHEET IS SUBJECT TO
THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL

for previous phase of package.

c. 90% Review Documents (defined herein as 100% complete and fully coordinated documents without permit revisions and without bid addenda)- Within four (4) calendar weeks of receiving COUNTY review comments of the 60% Review Documents, ARCHITECT will deliver to COUNTY the 90% Review Documents for COUNTY and Stakeholders review and comment. Based on Client reviewing within two (2) calendar weeks. During this two week review period, ARCHITECT shall attend a comment review meeting with the COUNTY and a subsequent comment review meeting with the Stakeholders. After each comment meeting, ARCHITECT will update a comment spreadsheet with the intended comment resolution action. The deliverable time will not start until all COUNTY comments are received for previous phase of package.

d. Bid Set/Final - - Within one (1) calendar week of receiving COUNTY review comments of the 90% Review Documents, ARCHITECT will deliver to COUNTY the Bid Set / Final Documents for COUNTY to Bid the project. The deliverable time will not start until all COUNTY comments are received for previous phase of package.

D. Services During Permitting

For Permitting Services deliverables ARCHITECT will provide COUNTY with signed and sealed sets of the drawings (full-size format), Technical Specifications and Calculations (8.5 x 11 format) required by the permitting agencies for permit application. Cost for Reproduction will be included within the lump sum fee. ARCHITECT will also provide a PDF of each item above submitted for permit on CD for electronic use.

The anticipated schedule for each deliverable of the Permitting Phase is as follows: Permit Applications Deliverables will be submitted to COUNTY for processing within one (1) week of completion of 90% Review Drawings. Permitting is assumed to occur concurrent with Construction Documents and Services during Advertisement and Bidding. The COUNTY should note that the ARCHITECT has no control over the permitting agencies or the time they may require to review and process the permit(s).

E. Services During Advertisement, Bidding, and Award

Services during Advertisement and Bidding: Bid Phase is estimated at 90 calendar days (three calendar months) from completion of final design documents for each PACKAGE.

F. Services During Construction

For 100% Issued for Construction Drawing Deliverables (100% Issued for

USE OR DISCLOSURE OF DATA CONTAINED ON THIS SHEET IS SUBJECT TO
THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL.

Construction Drawings defined herein are 90% bid package conformed with bid addenda and permit revisions) ARCHITECT will provide COUNTY with the following for each bid PACKAGE:

- Five (5) copies of the drawings (full-size format).
- Five (5) copies of the drawings (11 x 17 format).
- Five (5) copies of the Technical Specifications package (8.5 x 11 format)
- One (1) electronic copy in Word Format and PDF of Technical specifications
- One (1) electronic copy of the Autodesk Revit and AutoCAD in DWG (or DXF) format and in PDF format for the COUNTY's records and use.

From Award of Construction Contract to completion of construction is estimated at 365 calendar days (twelve calendar months).

Contract close-out after completion of construction is estimated at 60 to 90 calendar days including time to complete Record Drawings.

MISCELLANEOUS

A. Items to be Provided by the COUNTY at No Cost to the ARCHITECT

1. Existing drawings of the building and site (As-Builts) in hard copy and CAD inclusive of adjacent sites as appropriate, including available drawings and specifications of the existing adjacent bulkheads. The ARCHITECT shall visually observe the site and verify this information; the ARCHITECT may then reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the COUNTY but will not be responsible for the accuracy of this information. Fee is based on CAD of the existing building being provided where available to the ARCHITECT by COUNTY for current build out including but not limited to the interior walls and ceiling partitions. In areas where it is needed for design and not available in CAD, ARCHITECT will digitize layout in AutoCAD based off of As-built PDFs and field verify.

2. Supporting personnel and equipment to provide access to the facilities as needed to perform the reviews.

3. Clearance and/or escort into restricted areas as appropriate as needed to perform the site reviews. ARCHITECT's personnel that may require access into the restricted areas will obtain Seaport Identification Cards. The COUNTY will assist in procuring such cards as appropriate.

4. Any other information in the possession of the COUNTY, which may be pertinent to the completion of the project.

5. Available existing survey and underground utility investigations and reports in CAD format where applicable.

USE OR DISCLOSURE OF DATA CONTAINED ON THIS SHEET IS SUBJECT TO
THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL.

6. Available existing geotechnical investigations and reports.
7. All Permit Fee(s).
8. Copies of submitted and obtained permits.

B. Items Specifically Excluded from this Proposal

1. COUNTY's standard general or special conditions, agreement, or other front end documents for procurement of services/construction, except as noted above.
2. Reproduction of documents beyond that stated above.
3. Destructive or non-destructive testing of materials.
4. Permitting services and fees beyond that stated above.
5. Construction addendums or revisions requested by the COUNTY or the Contractor that are changes in the design.
6. No design services are proposed for improvements to the bulkhead, bollards, mooring hardware, fenders, cap on the wharf or RO/RO including but not limited to electrical, water, sewer and structural. It is assumed these are to be done by others or under a separate scope of work with ARCHITECT.
7. The COUNTY will assist in initiating the CBP approval process and will take the lead in developing and submitting for the final approvals through their relationships with local officials. The ARCHITECT will provide general assistance as applicable, in the form of copies of documents and descriptive information necessary to develop the CBP approvals. ARCHITECT will coordinate floor plans and layouts with CBP. Once acceptance is received at or before the 30% Submittal should CBP changes be requested by COUNTY or CBP, additional services will be required to modify the layout. The ARCHIITECT will work directly with CBP officials in national offices via email and phone to establish layouts prior to 30% submittal.
8. ARCHITECT will not be responsible for upgrade of the Mechanical, Electrical or Structural components of the existing building outside of the Day Cruise Operating area. ARCHITECT will not be responsible for the Structural, Mechanical, Plumbing or Electrical retro fit of the existing building envelop to meet current code and will only address areas affected by new design and construction unless noted otherwise. Should the Permitting agencies require said upgrades or retro-fits additional services will be required.
9. ARCHITECT will coordinate floor plans and layouts with COUNTY and TENANT. Once acceptance is received at or before the 30% Submittal on the floor plan and concept should major layout and floor plan changes be requested by COUNTY or any other Stakeholder, additional services will be

USE OR DISCLOSURE OF DATA CONTAINED ON THIS SHEET IS SUBJECT TO
THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL.

required to modify the layout.

10. ARCHITECT will not be providing full time inspection or field representation at the construction site.

C. ARCHITECT's Personnel at Construction Site:

1. The presence or duties of ARCHITECT's personnel at a construction site, whether as onsite representatives or otherwise, do not make ARCHITECT or ARCHITECT's personnel in any way responsible for those duties that belong to COUNTY and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

2. ARCHITECT and ARCHITECT's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except ARCHITECT's own personnel.

3. The presence of ARCHITECT's personnel at a construction site is for the purpose of providing to COUNTY a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). ARCHITECT neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

COMPENSATION

For the above Proposal, the ARCHITECT shall be paid on a LUMP SUM (FIXED) FEE basis except for the reimbursable items listed. Payment shall be in accordance with the terms and conditions of the Agreement titled A/E Services for Port Miami Cruise Terminals Contract No. A12-SEA 01. Work not specifically included in the above Scope of Services will be considered additional work and will be negotiated separately with the COUNTY.

The Cost Summary for the Scope of services shall be as broken down below:

USE OR DISCLOSURE OF DATA CONTAINED ON THIS SHEET IS SUBJECT TO
THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL

Renovation of Cruise Terminal H	METHOD OF PAYMENT	FEE
A. Preliminary Review and Field Investigation		
TIERRA SOUTH FLORIDA – Geotechnical	Lump Sum	$24,500
ROBAYNA – Survey	Lump Sum	$16,000
Subtotal - Item A		**$40,500**
B. Construction Document Preparation		
CH2M HILL – Architectural	Lump Sum	$185,665
BC ARCHITECTURE – Portion of Architecture	Lump Sum	$95,000
CH2M HILL – Structural	Lump Sum	$63,148
Civil	Lump Sum	$44,973
INITIAL – Mechanical / Plumbing / Electrical (New and Renovated Space)	Lump Sum	$98,000
ROSENBERG AND GARDNER – Landscape Architecture	Lump Sum	$6,000
CH2M HILL – Passenger Boarding Bridge Performance Bridge	Lump Sum	$28,218
INITIAL – Fire Sprinkler Performance Specification for Existing Building	Lump Sum	$27,000
INITIAL – Design for Replacement of One Chiller	Lump Sum	$5,000
CH2M HILL – General Coordination, Meeting and Management	Lump Sum	$69,648
CH2M HILL – Estimate of Probable Cost	Lump Sum	$34,298
Subtotal - Item B		**$656,950**
B'. Supplemental Design Items		
APS Port Security and Operations Systems – Security Design	Lump Sum	$45,000
SPINAKER GROUP – LEED Support	Lump Sum	$31,500
Subtotal - Item B'		**$76,500**
C. Services during Permitting		
Permit Assistance	Lump Sum	$34,135
Meetings with Agencies	Lump Sum	$5,033
Subtotal - Item C		**$39,168**
D. Services During Advertisement, Bidding and Award		
Passenger Boarding Bridge – Package 1		
General Bidding	Lump Sum	$15,055
Conformed Drawings	Lump Sum	$1,538

USE OR DISCLOSURE OF DATA CONTAINED ON THIS SHEET IS SUBJECT TO
THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL

Renovation of Cruise Terminal H	METHOD OF PAYMENT	FEE
Cruise Terminal Renovation and Site – Package 2		
General Bidding	Lump Sum	$33,006
Conformed Drawings	Lump Sum	$4,650
Subtotal - Item D		**$54,249**
E. Services During Construction		
Passenger Boarding Bridge – Package 1		
CH2M HILL - General Support/Shop Drawings/RFI	Lump Sum	$26,916
CH2M HILL – Site Visit & Meetings	Lump Sum	$3,380
CH2M HILL – Record Drawings	Lump Sum	$2,690
Cruise Terminal Renovation and Site – Package 2		
CH2M HILL – General Support/Shop Drawings/RFI	Lump Sum	$116,791
CH2M HILL – Site Visit & Meetings	Lump Sum	$56,069
BC Architects – Site Visit, Meetings & General Support	Lump Sum	$70,000
CH2M HILL – Record Drawings	Lump Sum	$15,287
ROSENBERG AND GARDNER – Landscape Architecture	Lump Sum	$1,500
APS Port Security and Operations System – Security	Lump Sum	$5,000
SPINAKER GROUP – LEED Commissioning	Lump Sum	$27,500
INITIAL - – Mechanical / Plumbing / Electrical / Fire Protection	Lump Sum	$22,500
Subtotal - Item E		**$347,633**
GRAND TOTAL (Items A-E)		**$1,215,000**

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

CH2M HILL, Inc.

By: _____
Signature

M. Todd Stockberger
Name

Vice President
Title

Date: January 27, 2014

Approved as to Legal Form and Sufficiency

_____

USE OR DISCLOSURE OF DATA CONTAINED ON THIS SHEET IS SUBJECT TO THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL.

Port Miami - CT H
Fee Summary
January 17, 2014

Renovation of Cruise Terminal H	METHOD OF PAYMENT	FEE
A. Preliminary Review and Field Investigation		
TIERRA SOUTH FLORIDA - Geotechnical	Lump Sum	$ 24,500
ROBAYNA - Survey	Lump Sum	$ 16,000
	Subtotal - Item A	**$ 40,500**
B. Construction Documents Preparation		
CH2M HILL - Architectural	Lump Sum	$ 185,666
BC ARCHITECTURE - Portion of Architecture	Lump Sum	$ 95,000
CH2M HILL - Structural	Lump Sum	$ 63,148
Civil	Lump Sum	$ 44,973
INITIAL - Mechanical / Plumbing / Fire (New and Renovated Space)	Lump Sum	$ 45,000
INITIAL - Electrical	Lump Sum	$ 53,000
ROSENBERG AND GARDNER - Landscape Architecture	Lump Sum	$ 6,000
CH2M HILL - Passenger Loading Bridge	Lump Sum	$ 28,218
INITIAL - Fire Sprinklers Design for New and Existing Building	Lump Sum	$ 27,000
INITIAL - Design for Replacement of One Chiller	Lump Sum	$ 5,000
CH2M HILL - General Coordination, Meetings and Management	Lump Sum	$ 69,648
CH2M HILL - Estimate of Probable Cost	Lump Sum	$ 34,298
	Subtotal - Item B	**$ 656,951**
B'. Supplemental Design		
APS Port Security and Operations Systems - Security	Lump Sum	$ 45,000
SPINAKER GROUP - LEED	Lump Sum	$ 31,500
		$ 76,500
C. Services During Permitting		
Permit Assistance and Package Preparation	Lump Sum	$ 34,135
Meetings	Lump Sum	$ 5,033
	Subtotal - Item C	**$ 39,167**
D. Services During Advertisement Bidding and Award		
Passenger Boarding Bridge - Package 1		
General Bidding	Lump Sum	$ 15,055
Conformed Drawings	Lump Sum	$ 1,538
Cruise Terminal Renovation and Site - Package 2		
General Bidding	Lump Sum	$ 33,006
Conformed Drawings	Lump Sum	$ 4,650
	Subtotal - Item D	**$ 54,249**
E. Services during Construction		
Passenger Boarding Bridge - Package 1		
CH2M HILL - General Support/Shop Drawings/RFI	Lump Sum	$ 26,916
CH2M HILL - Site Visit & Meetings	Lump Sum	$ 3,380
CH2M HILL - Record Drawings	Lump Sum	$ 2,690
Cruise Terminal Renovation and Site - Package 2		
CH2M HILL - General Support/Shop Drawings/RFI	Lump Sum	$ 116,791
CH2M HILL - Site Visits & Meetings	Lump Sum	$ 56,069
BC Architects - Site Visits, Meetings and General Support	Lump Sum	$ 70,000
CH2M HILL - Record Drawings	Lump Sum	$ 15,287
ROSENBERG AND GARDNER - Landscape Architecture	Lump Sum	$ 1,500
APS Port Security and Operations Systems - Security	Lump Sum	$ 5,000
SPINNAKER GROUP - LEED Commissioning	Lump Sum	$ 27,500
INITIAL - Mechanical / Plumbing / Fire Protection	Lump Sum	$ 22,500
	Subtotal - Item E	**$ 347,632**
	GRAND TOTAL	**$ 1,215,000.00**

	Lump Sum		16	12										12											$
	Lump Sum		4												4					4	8	4			$
	Lump Sum																				8	4			$
	Lump Sum																			8			8		$
	92	0	20	12	0	0	0	0	0	0	0	0	12	4	0	0	0	0	12	16	8	8			
32.45	Lump Sum	8	240										610			360			80						$
13.85	Lump Sum	2	16	180							24			320					32						$
dination and QA/QC	Lump Sum		1																8			8			$
	Lump Sum		1																8			8			$
	Lump Sum	2	12										54			120									$
												121		280					16						$
	Lump Sum	2	1									4					4			4		4			$
	Lump Sum		0									4					4			4		4			$
C	Lump Sum			0													4			4		4			$
	Lump Sum	2	48	24							12			96					80						$
	Lump Sum	4	28							40		140													$
	Lump Sum															12	4			4		4			$
	Lump Sum	8	16	16							12		8												$
	Lump Sum		112	16									16						32						$
	Lump Sum		40																				40		$
	3352	28	515	216	0	0	0	9	0	40	48	269	688	696	0	492	0	16	256	16	40	32			
	Lump Sum		40										32					2							$
	Lump Sum											36		16					8						$
	Lump Sum		24															8							$
	166	0	64	0	0	0	0	0	0	0	0	36	32	16	0	0	0	10	8	0	0	0			
	Lump Sum		8																						$
	Lump Sum		16	8										16					10						$
	Lump Sum		32							2									12						$
	Lump Sum		8																2						$
	Lump Sum		2											8					4						$
	Lump Sum		8																						$
	Lump Sum		20	12						4			16	8					20						$
	Lump Sum		24																10						$
	Lump Sum		8																2						$
	Lump Sum											24		8					4						$
	Lump Sum		8											16					24						$
	340	0	130	20	0	0	0	0	0	6	0	24	16	56	0	0	0	0	88	0	0	0			
	Lump Sum		32																3						$
(Based on 4 visits)	Lump Sum		16																4						$
	Lump Sum		8										8												$
	Lump Sum		12										16	8											$
	Lump Sum		16	20							8		20						24						$
	Lump Sum	2	12																						
	Lump Sum		4	4										16											$
oh in addition to PM regular visit)	Lump Sum			24	32								72						50						$
person plus punch lists at half time)	Lump Sum		176																40						$
	Lump Sum		40	20									72			20			64						$
	Lump Sum		60	20									80	24		20			200						$
	Lump Sum											40		4					4						$
	Lump Sum		24																						$
	Lump Sum		8										56	56											$
	Lump Sum		52										80			52			160						$
	1803	2	460	88	32	0	0	0	0	0	8	40	414	116	0	92	0	0	549	0	0	0			
	5753	30	1189	336	32	0	0	0	0	46	56	369	1162	890	0	584	0	26	913	32	48	40			
	2014 Rates	$ 38.60	$ 60.00	$ 60.00	$ 60.00	$ 55.72	$ 44.23	$ 34.78	$ 58.01	$ 45.00	$ 60.00	$ 60.00	$ 45.00	$ 29.00	$ 67.36	$ 37.00	$ 30.33	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00			
Bill Rate @ Mult	2.85	$110.00	$171.00	$171.00	$171.00	$161.65	$126.06	$99.12	$165.33	$128.25	$171.00	$171.00	$128.25	$82.65	$191.98	$105.45	$86.44	$71.25	$71.25	$71.25	$71.25	$71.25			
		QC	Consult / Sr. F	Sr. PM	Sr Consult	Arch	Sr. Eng	Tech	Sr Eng	Cost Est	Sr. Eng	Sr Consult	Mid Arch	Sr. CAD	Sr Env	Mid Arch	Env	Procure	AA	Proj Asst	PA	KA		
		Principal	Slocombe / Long	Van Dyk / Barton	Flattery	0	0	0	0	Abrisambra	Arthay	Alexander / Other Cost	Vanhooser	Howard Nejib	C	Kussler	C	Splunge	Williams	McManus	Kolquist	Daniels			

$	90		
$	4,475	LS	
$	200	LS	

A. Preliminary Review and Field Investigation	$

	$ 45,000.00
	$ 6,000.00
	$ 31,500.00
	$ 27,500.00
	$ 130,000.00
	$ 5,000.00
	$ 5,000.00
	$ 22,500.00
	$ 498,500.00

ROBAYNA
AND ASSOCIATES INC.
ENGINEERS - PLANNERS - SURVEYORS

Attachment "A"
Port Of Miami Terminals H
Special Purpose Topographical Scope

FIELD SURVEY: Robayna and Associates, Inc. will perform a Special Purpose Topographic Survey of the subject property. This will include the following elements:

1. Although this survey is not a boundary survey, it will be tied to known controls point monuments at the Port of Miami, both vertical and horizontal. Control points will be identified on the survey. Survey will be performed in the State Plane Coordinate System.

2- The area of the survey will include Terminals H, and surrounding lands as follows:
A rectangular area bounded by the parking structure to the East, the existing bulkhead to the West, the projection of Port Boulevard at ground level to the South and 100 feet North of Terminal "H" to the North.

3- Topographic survey will include location of the Terminal H building, the West wall of the parking structure, the area of the hangar to the North within these limits and all above ground structures and features within the above described boundary (including pavement, medians and landscape islands, sidewalks, curbs, concrete pads, ramps, drainage structures, bulkhead, fences, walls, bollard, poles, signs, pavement marking, etc.

4- Vertical control on site will be established based on NGVD reference datum tied to Official Elevation Bench Monuments.
The survey must include the following elevation features:
   a. Obtaining existing building finish floor elevations of all entrance and doors.
   b. Elevation cross-sections along the entire length of the roadway in front of the terminal at 50 feet intervals along the crown of the road, and at high and low points, including the elevations at centerline, edge of pavement, top of curb, back of sidewalk, islands, etc.
   c. Elevations of parking areas, including centerline of parking isles, edge of pavement at all corners, medians, sidewalks, inlet grates, manhole rims, etc.
   d. Rest of the land area and water side pavement, ground elevations will be collected on a 50 feet by 50 feet maximum grid or as needed to determine accurate ground elevations.
   e. Rim elevations, pipe sizes and direction of accessible drainage and sewer structures.

5- Locate all above ground and visible utilities, including water valves, fire hydrants, and water meter boxes; sewer manholes, visible clean outs, etc.; electrical poles, vaults, transformers, etc.; gas valves; and any other visible utilities.

5723 NW 158th Street, Miami Lakes, Florida 33014 * Tel.:(305) 823-9316 / Fax:(305) 823-1569

Attachment "A"
Port Of Miami Terminals H
Special Purpose Topographical Scope
Page 2

6- Plot available as-built information provided by other team members of the CH2M Team and relate them to the above ground survey to the best match possible. Further utility investigation or ground penetrating radar survey services are not part of this proposal.

7- Locate and identify to the best of the surveyors ability trees over 3" in diameter at breast height within the survey area, including tree trunk diameter, height, approximate spread and name (common and scientific). There may be trees which may not be identifiable due to rare or uncommon species and they will be noted so.

Deliverables:

- Six (6) copies of the survey drawings, signed and sealed by a Registered Surveyor and Mapper and an electronic file of the survey AUTOCAD 2013 format (or other version requested).
- Scale will be of sufficient size for the purposes of this survey.
- Dimensions will be displayed in U.S. feet to nearest 0.1 of a foot.
- Indicate Miami-Dade County Flood Criteria and FEMA Flood Hazard Zone Boundaries based on FEMA map overlays.

ROBAYNA AND ASSOCIATES INC.
ENGINEERS - PLANNERS - SURVEYORS

Miami-Dade County Seaport Department
POM Terminal H
Project Topographic Survey

		STAFF CLASSIFICATION											
	Job Classification	Principal Surveyor		Survey Crew (Party of 3) GPS		Survey Crew (Party of 3)		Computer Surveyor		Draftsperson		Staff By	Salary Cost By
	Applicable Rate	Rate:	$159.00	Rate:	$1,608.49	Rate:	$1,267.71	Rate:	$96.44	Rate:	$85.73		
	Work Activity	Man hours	Cost/ Activity	days	Cost/ Activity	days	Cost/ Activity	Man hours	Cost/ Activity	Man hours	Cost/ Activity	Activity	Activity
1	Tie Into Port of Miami Horizontal Controls	2.0	$318.00	1.0	$1,608.49	0.0		1.0	$96.44	0.0		11.0	$2,022.93
2	Bring Vertical Controls to the site from closest Monument	0.0		0.0		1.0	$1,267.71	1.0	$96.44	0.0		9.0	$1,364.15
3	Topographic Survey	3.0	$477.00	0.0		3.0	$3,803.13	3.0	$289.32	32.0	$2,743.36	62.0	$7,312.81
4	Elevation Survey	1.0	$159.00	0.0		1.0	$1,267.71	2.0	$192.88	12.0	$1,028.76	23.0	$2,648.35
5	Tree Survey	1.0	$159.00	0.0		0.5	$633.86	1.0	$96.44	4.0	$342.92	10.0	$1,232.22
6	Plot Existing Utilities from as-builts	2.0	$318.00	0.0		0.0		2.0	$192.88	8.0	$685.84	12.0	$1,196.72
	Total Staff Hours	9.0		1.0		5.5		10.0		56.0		127.0	
	Total Staff Cost	$1,431.00		$1,608.49		$6,972.41			$964.40		$4,800.88		$15,777.18

109

tierra
SOUTH FLORIDA
GEOTECHNICAL ENGINEERING / MATERIAL TESTING / INSPECTION SERVICES

October 8, 2013

CH2MHill
3001 PGA Boulevard, Suite 300
Palm Beach Gardens, Florida 33410

Attention: Mr. Casey Long, P.E.
Senior Project Manager

Re: Proposal for Geotechnical Services
Proposed Renovation at Cruise Terminal H
Port of Miami, Florida
TSF Proposal No. 1310-435

Dear Casey:

Per your request, **TIERRA SOUTH FLORIDA (TSF), Inc.** is pleased to submit this proposal for providing subsurface exploration for the proposed renovations at Cruise Terminal H. The proposed improvements will included a two story terminal and a loading bridge with two gates. This proposal includes an outline of our proposed scope of work, an estimate of the total job cost, and our anticipated schedule for completion of the work.

PROPOSED SCOPE OF WORK

To explore the subsurface conditions, we proposed to drill the following borings:

2 SPT borings to 75 ft for the proposed loading bridges,
2 SPT boring to 20 ft within the proposed wheel path,
5 SPT borings to 30 ft for the proposed building,
5 SPT borings to a depth of 10 feet along the proposed parking/roadway

2765 VISTA PARKWAY, SUITE 10 · WEST PALM BEACH, FLORIDA 33411
(561) 687-8539 · FAX (561) 687-8570
State of Florida Professional Engineers License #28073

Some adjustments in the boring depths may be necessary depending upon the subsurface conditions encountered.

Within the borings, penetration resistance testing will be performed in general accordance with the requirements of ASTM designation D 1586. Borings will be approximately located in the field by our drilling personnel by measuring distances with a tape from known reference points. Elevations at boring locations can be interpreted from a topographic plan if furnished by others.

Prior to drilling at the project site, TSF will notify the local utility companies and request that underground utilities be marked. Our experience, however, is that the utility companies will not mark privately owned utilities. TSF will recommend a utility line locating service upon request.

Upon completion of the field exploration, visual classifications will be performed and some laboratory testing, if necessary, will be performed on select samples.

A geotechnical engineer will evaluate the results of all drilling and laboratory testing. A report will be issued for each phase that contains the exploration data, a discussion of the site and subsurface conditions, geotechnical recommendations for foundation and pavement design, and a discussion of some construction considerations.

ESTIMATED COST

It is proposed that the fee for the performance of the services outlined above is determined in accordance with the attached fee schedule, and that the work is performed pursuant to the TSF General Conditions enclosed herewith and incorporated into this proposal.

Our estimate covers the work needed to present the subsurface profile. Not included are reports, reviews of foundation drawings, preparation of construction specifications, special conferences and any other work requested after submittal of our report.

This estimated cost assumes that the site is readily accessible to our truck-mounted drilling equipment. Any bulldozer services required providing access pathways to our truck-mounted drill rig are not included in this proposal.

SCHEDULE AND AUTHORIZATION

TSF will proceed with the work after receipt of a signed copy of this proposal. With our present drilling schedule, we can commence work after several days of project approval (weather permitting) and fieldwork is expected to take five days to complete. The report can be submitted in about two weeks after completion of the field exploration, depending on the extent of the laboratory-testing program.

We at TSF appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you should have any questions concerning our proposal, please contact our office.

Respectfully submitted,

TIERRA SOUTH FLORIDA, INC.

Raj Krishnasamy, P.E.
Principal Engineer/President

RK:

AUTHORIZED BY:	INVOICE TO:
Name:	**Firm:**
Title:	**Name:**
Date:	**Address:**

TIERRA SOUTH FLORIDA, INC
UNIT FEE SCHEDULE 2011/2012

		Unit	# of Units		Unit Price		Total
I.	**FIELD INVESTIGATION**						
	Mobilization of Men and Equipment						
	Truck-Mounted Equipment	Each	1	$	364.00	$	364.00
	Standard Penetration Test Borings (By Truck/MB)						
	Land: 0 - 50 ft depth	L.F.	340	$	20.80	$	7,072.00
	50 - 100 ft depth	L.F.	50	$	24.96	$	1,248.00
	100 - 150 ft depth	L.F.	0	$	29.12	$	0.00
	Standard Penetration Test Borings (By B/T/A)						
	Land: 0 - 50 ft depth	L.F.	0	$	20.00	$	0.00
	50 - 100 ft depth	L.F.	0	$	27.00	$	0.00
	100 - 150 ft depth	L.F.	0	$	50.00	$	0.00
	Grout-Seal Boreholes (By Truck/MB)	L.F.	390	$	8.32	$	3,244.80
II.	**LABORATORY TESTING**						
	Natural Moisture Content Tests	Each	5	$	39.52	$	197.60
	Grain-Size Analysis - Full Gradation	Each	5	$	66.56	$	332.80
	Grain-Size Analysis - Single Sieve	Each	0	$	30.00	$	0.00
	Organic Content Tests	Each	5	$	52.00	$	260.00
	Engineering Services						
	Principal Engineer	Hour	2	$	145.60	$	291.20
	Senior Engineer	Hour	30	$	140.40	$	4,212.00
	Professional Engineer	Hour	40	$	119.60	$	4,784.00
	CADD Technician	Hour	12	$	72.80	$	873.60
	Senior Technician	Hour	24	$	65.52	$	1,572.48
						$	**24,452.48**

Cruise Terminal H Renovations Labor Fee Breakdown
PM Project Number 2013-01

1/24/2014

bc architects AIA, Inc.

Task Description	BCA FEES based on 30% participation	Principal Arch Rate $110.00	Senior Arch. Rate $171.00	Staff Arch. Rate $128.25	CADD Rate $82.65	Clerical Rate $71.25	Sub-total Hours	Sub-total Arch Fee	Total Architectural Fees	Project Duration Days	Weeks	Months
A. Preliminary Review and Field Investigation												
Hours										0		
1. Field Condition Investigation	$0.00		$0.00	$0.00	$0.00	$0.00		$0.00				
Subtotal - Item A	**$0.00**		**$0.00**	**$0.00**	**$0.00**	**$0.00**	-		**$0.00**	0	0	0
B. Construction Document Preparation												
Hours			4	6	4	4	18			2	0	0
1. Basis of Design Report	$2,000.00		$684.00	$769.50	$330.60	$285.00		$2,069.10				
Hours			40	50	240	10	340			43	6	1
2. Design Devlp. Documents & BIM Model	$60,000.00		$6,840.00	$6,412.50	$19,836.00	$712.50		$33,801.00				
Hours		4	50	76	360	18	508			64	9	2
3. Final / Bid Documents	$24,000.00	$440.00	$8,550.00	$9,747.00	$29,754.00	$1,282.50		$49,773.50				
Hours		4	16	4	4	6	34			4	1	0
4 .Meetings and Coordination	$4,000.00	$440.00	$2,736.00	$513.00	$330.60	$427.50		$4,447.10	$90,090.70			
Subtotal - Item B	**$90,000.00**	**$880.00**	**$18,810.00**	**$17,442.00**	**$50,251.20**	**$2,707.50**	**900**		**$90,090.70**	113	16	4
C. Services during Permitting												
Hours			14	16	14	6	50			6	1	0
1. Permit Assistance	$5,000.00		$2,394.00	$2,052.00	$1,157.10	$427.50		$6,030.60				
Hours			12	12		6	30			4	1	0
2. Meetings	$5,000.00		$2,052.00	$1,539.00	$0.00	$427.50		$4,018.50				
Subtotal - Item C	**$10,000.00**		**$4,446.00**	**$3,591.00**	**$1,157.10**	**$855.00**	**80**		**$10,049.10**	10	1	0
D. Services during Advertisement, Bidding and Award												
Hours	N/A		0	0	0	0				0	0	0
1. Package 1 - Passenger Boarding Bridge	N/A		0	0	0	0						
Hours			18	10	0	8	36			5	1	0
1. Package 2 - Cruise Terminal Renovation	$5,000.00		$3,078.00	$1,282.50	$0.00	$570.00		$4,930.50				
Subtotal - Item D	**$5,000.00**		**$3,078.00**	**$1,282.50**	**$0.00**	**$570.00**	**36**		**$4,930.50**	5	1	0
E. Services during Construction										127	18	4
Hours			190	190	90	80	550			69	10	2
2. Part time site refpresentative one day a week for expected duration, inclusive of travel time; shop drawings and submittals, review, RFI's, Change Orders, etc. as required.	$70,000.00		$32,490.00	$24,367.50	$7,438.50	$5,700.00		$69,996.00	$69,996.00	BCA Participation		
Subtotal - Item E	**$70,000.00**		**$32,490.00**	**$24,367.50**	**$7,438.50**	**$5,700.00**	**550**		**$69,996.00**	196	28	7
F. Reproduction Reimbursement										Duration per Schedule		
1. Reinmbursable Expenses	$0.00		$0.00	$0.00	$0.00	$0.00			**$0.00**	332	47	11
Subtotal - Item F	**$0.00**		**$0.00**	**$0.00**	**$0.00**	**$0.00**		Check	$175,066.30	Utilization		
Grand Total	**$175,000.00**	$ 880.00	$58,824.00	$46,683.00	$58,846.80	$9,832.50		Check	$175,066.30	59%	59%	60%
Check	$175,000.00							Diff.	-$66.30	$0.00		

EXCEPTIONS: BCA will exercise due dilligence and endeavor to complete all tasks within the allotted hourly breakdown, however should tasks require additional time to complete due to unforeseen circumstances that cause delays in the completion of the tasks, BCA shall not be liable for such delays or failure to complete tasks in a timely manner. BCA may, at its sole discretion, request additional time to complete tasks that have thus been impacted by circumstances beyond its control; and such additional time shall be remunerated as per the agreement.

114

Cruise Terminal H Renovations Labor Fee Breakdown
PM Project Number 2013-01

	Project Duration Per Schedule Days	
0%	2	
	Design	
	30%	
	60%	
	90%	
	Final	
51%	283	40%
	Permitting	
6%	59	17%
	Bidding	
3%	152	3%
	Construction Admin	
40%	332	
	TOTAL TIME	
0%	828	24%
100%		83%

116

CH2M HILL

Proposal for

Physical Security and Information Technology Design Services for Port Miami Terminal H

Customer Contact:
Charles Hendrick
Business Development Manager
Ports & Maritime Group
CH2M HILL - Tampa, FL
813-829-3738
Charles.Hendrick@CH2M.com

APS Point of Contact:
Louis A. Noriega
Physical Security and Technology
Consultant Engineer
(305) 491-3908
louis.noriega@aportsolutions.com

Automated Port Solutions
5727 N.W. 7 St.
Suite 286
Miami, FL. 33126

Prepared: October 2013

This proposal includes data that shall not be disclosed outside CH2M Hill and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, CH2M Hill shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit CH2M Hill the right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in the sheets marked with the following legend: "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

Contents

Profile of the Firm 3

Security Planning Systems Program 3

System Design & Consulting Services 5

Subject Matter Expertise 6

Background 8

Representative Physical Security Systems Experience 9

Solution Overview 25

Deliverables 26

Estimated Period of Performance 27

Project Pricing 27

Payment Terms 28

Acceptance 29

APS Confidential and Proprietary. Use or disclosure of the data contained on this sheet is subject to the restrictions on the title page of this proposal.

Profile of the Firm

Automated Port Solutions (APS) is a company renowned for its marketing of quality services and products of superior technology. We earn trust by operating with integrity and by demonstrating our long-term commitment to the markets we serve. We provide powerful solutions by offering superior services, products and support to our customers. APS offers unparalleled cross-industry and cross technologies expertise, and from our opportunities we gain from the synergies across businesses, and we are committed to providing ongoing support to individual customers and markets. We understand the critical issues and challenges that are facing our customers today and we will work as committed partners to provide innovative solutions. Our team provides exceptional value by proactively helping to articulate solutions, and by responding quickly and effectively in supporting the partnerships and port community's success. We know that you take your responsibilities very seriously and you can count on us to do what we promise.

Perhaps the most significant indicator of APS's commitment to providing quality services is the fact that more than 85 percent of the firm's work is generated from repeat clients. What makes APS services stand out from those of other consultants is a combination of factors, beginning with employee enthusiasm and ownership for each and every assignment. Also important is the company's proven flexibility to grow and evolve with clients, as well as the unwavering focus on providing the best services and solutions possible. Brought together, these factors establish the work ethic that clients have learned to expect from APS, whatever the assignment or mission.

Security Planning Systems Program

APS's Security Planning Systems Program recognizes the broad spectrum of security challenges and issues associated with addressing today's emerging global security threats and vulnerabilities, as well as future risks. APS's vision is to preserve the values of a democratic society, while protecting individual freedoms. Our nation's security is at the core of the firm's goal to provide integrated, cost-effective, and seamless security consulting and enterprise security systems technology solutions to protect people, assets, and facilities. By necessity, this specialized work considers the three critical elements of security—architecture, technical requirements, and operations—and each one's impact on the built environment as well as the human factor.

Given the complexity of security protection issues to be addressed today, APS understands the importance of defining the level of security services that are feasible and required for each client. Equally important is determining the most proven application of security planning and systems solutions. Both items require knowledge and expertise, good judgment, and a thorough understanding of each client's culture, mission, capabilities, and needs. These prerequisite qualifications can then be applied to a service offering, which provides proven, cost-effective, integrated solutions that are interoperable and allow for convergence through effective, collaborative planning and design. Insight and experience allow APS to provide value-added services that help deter, detect, prepare for, and respond to all security requirements and specific client needs. This approach is guided by the following objectives:

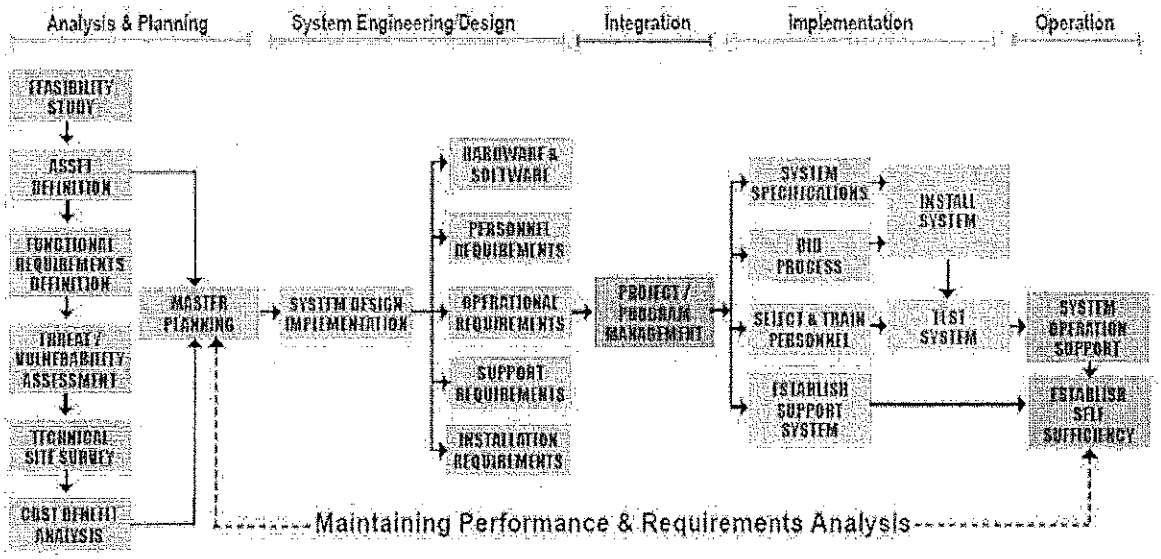
- To provide professional services to clients through technical excellence and innovation.
- To provide unbiased, independent, and performance-based security solutions in line with industry

APS Confidential and Proprietary. Use or disclosure of the data contained on this sheet is subject to the restrictions on the title page of this proposal.

best practices.

- To provide state-of-the-art security protection countermeasures including assessments of intelligence information and evaluations of threats and vulnerabilities.
- To provide security management and strategic support to help clients clarify issues, determine requirements and resources, and make informed decisions.
- To provide comprehensive "one-stop" security resources and solutions supported by a team of professionals and technical staff members who are well versed in the application of security standards, regulations, and policy initiatives, as well as design and implementation of security system technologies.
- To work in partnership with clients to optimize processes and maximize productivity—focusing on providing value and service.
- To be recognized nationally by our clients as the consultant of choice.

The implementation of a successful security solution should be flexible, transparent, effective, and result in reducing risks while protecting assets - both short- and long-term. Instead of applying the usual "quick stop-fix" solutions, APS develops a tailored strategy for each client to ensure that the security solutions implemented address the true threats, vulnerabilities, and risks they are attempting to manage. The strategy begins with an analysis and planning methodology and the development of a "Security Master Plan." The plan outlines a strategic approach in identifying and addressing project goals and objectives, approach, milestones, and deliverable content. Once the plan is developed, security system design and engineering solutions can be considered and integrated. The security program framework that APS uses in the development and implementation of security program and system performance requirements is depicted in the following diagram.



APS Confidential and Proprietary. Use or disclosure of the data contained on this sheet is subject to the restrictions on the title page of this proposal.

System Design & Consulting Services

APS recognizes the demands of today's security issues and meeting those challenges through the effective development and implementation of timely and cost-effective risk mitigation solutions. Our team works closely with organizations, private sector and government clients in strategically evaluating their operational and physical security policies, practices, and programs; critical infrastructure protection measures; operational security requirements; and security technology issues. Our clients rely on us for our insight and expertise in delivering innovative operational and security management best practices.
With our wide scope of security program services that protect assets, APS also focuses on continuity of business operations in order to mitigate risks. An acknowledged leader in the security field, our goal is to evaluate, anticipate, integrate, and implement comprehensive security solutions that are proven, seamless, and forward thinking. This is accomplished through a dedicated team of professionals with a broad range of security consulting expertise. These professionals also serve on a variety of technical security advisory boards, councils, and task force committees that are instrumental in addressing and developing future security standards and guidelines.

In addition to providing security consulting services, APS is experienced in providing professional security system design and engineering solutions. We take a balanced approach in protecting people, key assets, critical infrastructures, and built environments, by seamlessly integrating cost-effective planning with innovative technology-based solutions. Working closely with our clients, the design and building community, APS applies national standards, best practices, and proven security design methodologies to each project. In addition to these quality assurance benchmarks, we provide independent and objective evaluations of security products and systems—and our recommendations are performance based. Innovation, integrity, and vision have resulted in APS establishing long-term business relationships with our clients in addressing their security challenges both today and in the future. Working closely with our clients, APS applies national standards, best practices, and proven security design methodologies to each assignment. We have included on the following pages, representative systems design project experience.

APS Confidential and Proprietary. Use or disclosure of the data contained on this sheet is subject to the restrictions on the title page of this proposal.

Subject Matter Expertise

Louis A. Noriega

Education:

Bachelor of Professional Studies Degree, Information Technology/ Public Administration, Barry University, Miami, FL.

Management Information Systems, University of Miami

Affiliations:

AAPA:
- Chair, IT Committee
- Security Committee

Florida Ports Council
- Security Committee

Florida Department of Highway Motor Vehicles
- FUPAC Implementation Committee

Louis Noriega's information technology career spans over 29 years of experience, responsible in activities including strategic planning, project management, systems design, operations and application development. He is past chair of the American Association of Port Authorities (AAPA) Information Technology Committee and has served as a member of the Florida Ports Council Security Committee, Florida Uniform Port Access Credential Committee and has been invited to speak at numerous conferences and seminars throughout the United States and the Caribbean. His expertise has been solicited at national and international ports including the Port of Montevideo, Uruguay, Port of Buenaventura, Colombia and the Ports of Santo Tomas de Castillo and Puerto Quetzal in Guatemala.

As the Port of Miami's senior information technology executive he has been able to effectively assemble and work with technical teams to achieve targeted objectives and develop relationships with executives organization-wide to balance strategic plans and technology innovation with tactical business goals. The successful implementation of projects in an enterprise wide multi-platform environment that required strong project management, systems analysis, design and programming skills by his teams are a measure of his abilities. As a result of his efforts, the Port of Miami has won many national awards for its successful implementation of leading edge integrated security systems, and is known as the most technologically advanced Landlord Port throughout the Western Hemisphere. He is most proud of being honored as the 2010 Greater Miami Chamber of Commerce Technology Leader of the Year Award.

Prior to joining the Port of Miami, Mr. Noriega was recruited and made an integral part of the University of Miami's Long Range Information Systems Plan that was developed to determine the administrative information needs of the University. This coupled with the development of strategies required to meet those needs, and the economic impact of implementing those strategies made him a leader early on in the field. His career has also included many engagements where he has served as a consultant to business when they have embarked on implementing new application systems. His years of experience in the industry has allowed him to see technology evolve from its infancy to today's multi-faceted multi-tier structure which supports a wide range of business needs. Mr. Noriega's experience has provided him with a unique perspective regarding applied technologies in the field of security, emergency management and the successful integration of security and business applications.

Responsible for Enterprise-wide planning in developing, coordinating and maintaining IT strategic and operational plans in support of the overall business strategy. Complete responsibility for technological vision and leadership of all IT initiatives. Work in close cooperation with business units (Security, Operations, Finance, Administration, Marketing and Intergovernmental Affairs).

- Serve as strategic leader in executive team, guiding development of next level of products, services and technology development.
- Developed strategic information systems plan for systems alignment synchronizing information systems plans with the corporate business plan.
- Directed development of an integrated campus area network, including local area network standards.
- Created and Evaluated Assessments, Feasibility Studies and Request for Proposals. Presentations of these studies were made to management to gain their approval for further stages of development

APS Confidential and Proprietary. Use or disclosure of the data contained on this sheet is subject to the restrictions on the title page of this proposal.

Dr. Kenneth Christopher, D.P.A.

Education:

Doctor of Public Administration, Nova Southeastern University, Fort Lauderdale, FL

Master of Public Administration, Florida International University, Miami, FL

Bachelor of Science, Criminal Justice, University of Dayton, Dayton, OH

Administrative Officers Management Program, North Carolina State University

Executive Contemporary Education for Leadership Program, University of Miami

Affiliations:

American Society for Industrial Security
- Secretary,
- Legislative Committee

Academy of Criminal Justice Sciences

Midwestern Criminal Justice Association

Dr. Christopher served 26 years in law enforcement, most recently as a Captain with the Miami-Dade Police Department, in Miami, Florida. From 1996 to 2006, he held progressively responsible police and security management positions at the Port of Miami, the largest passenger cruise port in the world. In 2005, he was appointed Chief of Seaport Security Enforcement and Facility Security Officer, responsible for the Port Facility Security Plan, leadership for the civilian security staff, and the coordination of security and law enforcement operations.

Currently, Dr. Christopher is Chair and Assistant Professor of Criminal Justice, and Associate Dean for the College of Liberal Arts and Sciences, at Park University, which provides educational services to 26,000 students on over 40 campus centers across the United States, and through distance learning, from its home campus in Parkville, Missouri. He has held teaching positions at Lynn University in Boca Raton, Florida, and St. Thomas University, in Miami, Florida. He is most proud of authoring a nationally recognized university textbook (Port Security Management) which was published by CRC Press/Taylor and Francis Group. He has published several articles and a plethora of Port Security papers.

Dr. Christopher has worked with the U.S. Maritime Administration and the Organization of American States as a curriculum developer and instructor in the Inter-American Port Security Training Program. He has consulted on and developed educational programs and curricula in port security, criminal justice administration, security administration, terrorism and domestic preparedness, police management, and organizational behavior. His current research interests include cooperative leadership strategies for port security management, interfaces between business and security processes in managing port security, and international maritime security.

Dr. Christopher has been an invited speaker at international and US conferences on maritime and homeland security, including SecurePort, **the** Institute for Defense and Government Advancement, ASIS International's Asia-Pacific Security Conference, and IQPC-Seaport Security India.

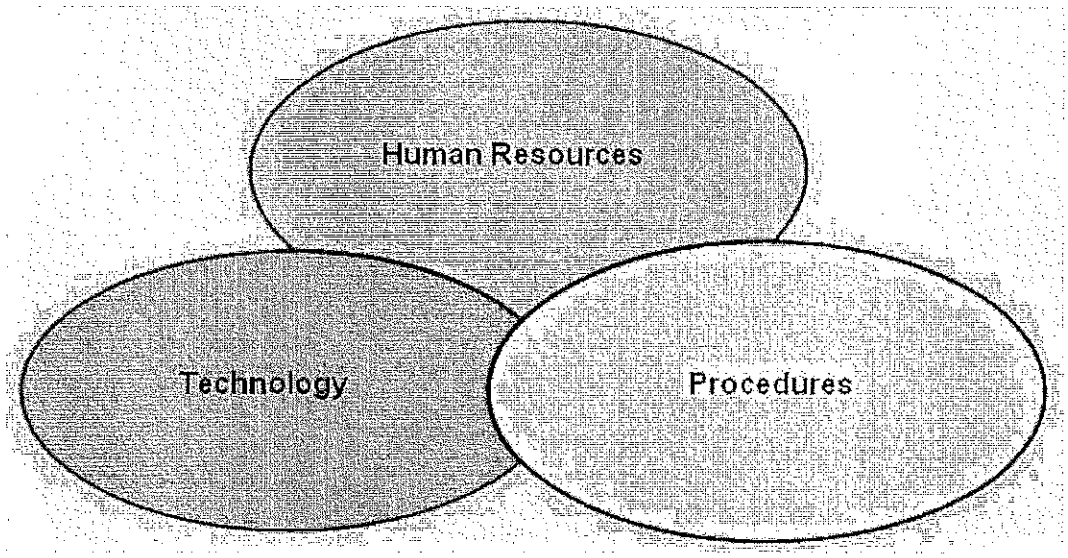
- Facility security officer and chief of security operations.
- Commanded a 120-person non-sworn security staff and 80 sworn Miami-Dade Police Officers
- Ensured compliance with local, state, and federal regulations governing seaport security.
- Port of Miami found substantially compliant with State of Florida statutory standards for seaport security, and U.S. Coast Guard inspections for compliance with the Maritime Transportation Security Act.
- Wrote and managed contract for external security vulnerability and risk assessment for restructuring port security/law enforcement services.
- Developed port-specific police standard operating procedures.
- Restructured Seaport Security Plan to comply with State of Florida minimum security standards for deep-water ports.
- Developed Emergency Evacuation Plan for police/security.
- Roles in planning, implementation, and reorganization of combined police-security operations in response to 9/11 terrorist attacks.

APS Confidential and Proprietary. Use or disclosure of the data contained on this sheet is subject to the restrictions on the title page of this proposal.

Background

The development of innovative security technologies is changing the nature of how Seaports conduct business in the new homeland security environment. Advances in technology, combined with Port leadership's focus on Enterprise Security Solutions are enabling Seaports to adapt their business models to the new culture of port security. With a convergence of business, information technology and security operations, port facilities are innovating new business models that embrace a strong integrative security approach to port management. Dynamic solutions designed to manage both increased cargo trade as well as increased port security requirements are requiring security strategies that are using technology more creatively in security solutions. Seaports are becoming more focused on implementing technology solutions that not only address their security needs, but also consider how their business enterprises can reflect improvements in their profit margins.

The APS paradigm is based on integration of three basic components: Technology, Human Resources and Procedures. The Balanced combination of these three components is critical for "result driven" solutions. Living in the "real world" of our customers and understanding the dynamic nature of the threat and the changing regulatory environment, APS creates a program that provides customers with the opportunity to manage their investment in security in a manner which ensures continuous maximum results at any given time. This goal is achieved through calculated prioritization and careful balance.



APS Confidential and Proprietary. Use or disclosure of the data contained on this sheet is subject to the restrictions on the title page of this proposal.

Representative Physical Security Systems Experience

Video Management Systems

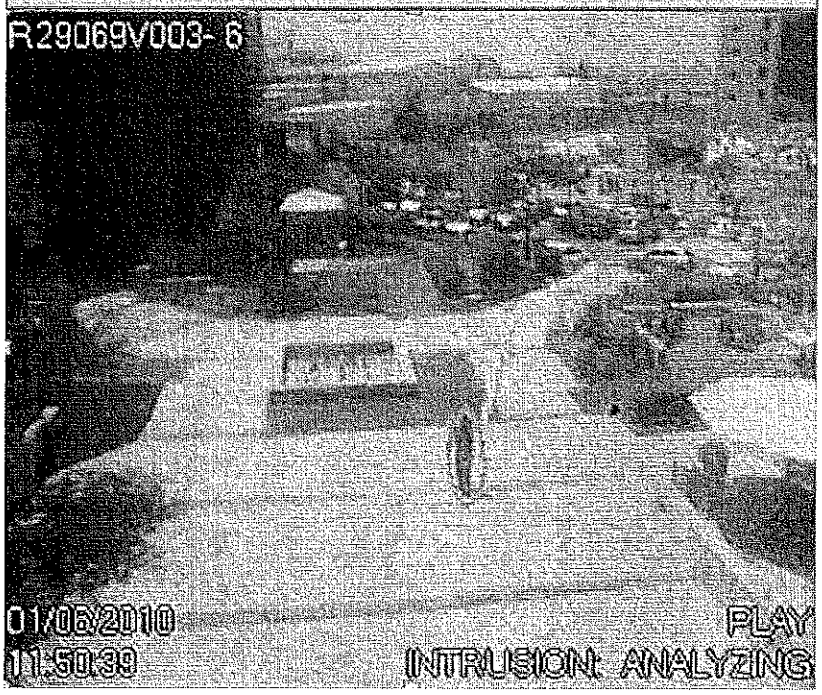
APS experts have designed and implemented both analog and Internet Protocol (IP) video management systems for small installations like parking garages, to enterprise multi-facility campus wide agencies. APS has participated in several design/build projects associated with the installation of a CCTV system networks for monitoring restricted and secure areas. Both outdoor site and indoor cameras have been installed using both wired and wireless solutions.

APS has installed analog and modern IP systems for small, medium and large organizations. Small installs of up to 16 cameras for small businesses, 25 to 100 cameras for midsize companies and up to 900 cameras for large agencies. APS has been the consultant tasked with large scale designs for the deployment of 450 analog cameras, and has also led the design to migrate large analog Digital Video Recording System to an IP Hybrid Video Management System consisting of over of 900 cameras and 28 Network Video recorders. The resulting system allowed the customer to remotely and centrally monitor and manage hundreds of pre-existing analog cameras, along with newly-installed IP video surveillance cameras, benefitting from seamless migration path to IP and unified management capabilities.

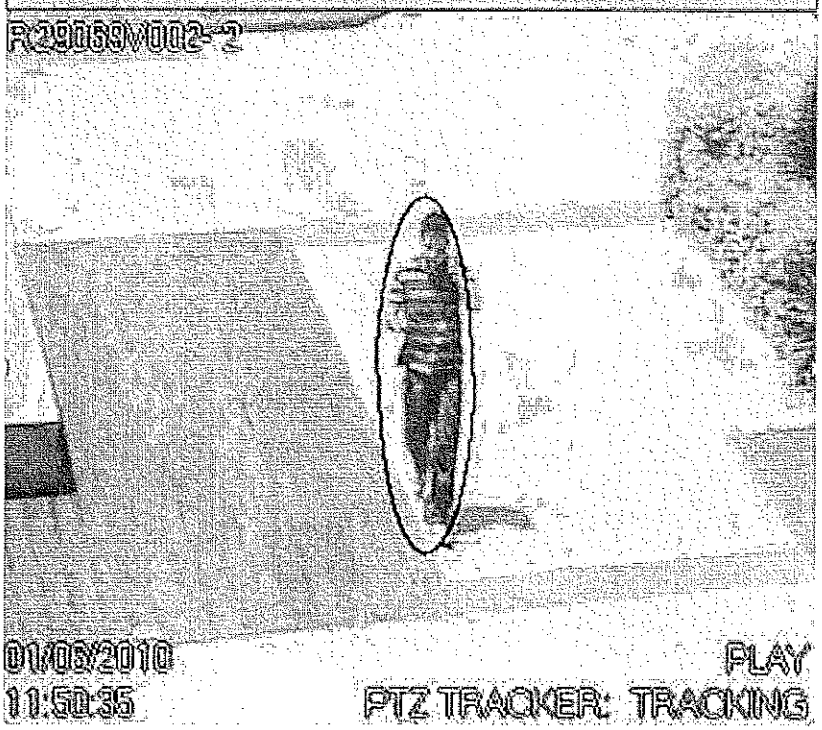
APS Confidential and Proprietary. Use or disclosure of the data contained on this sheet is subject to the restrictions on the title page of this proposal.

Traditional Video Analytics

Fixed camera - Intrusion Detection



PTZ camera - Automatic PTZ Tracking



APS Confidential and Proprietary. Use or disclosure of the data contained on this sheet is subject to the restrictions on the title page of this proposal.

Behavioral Video Analytics

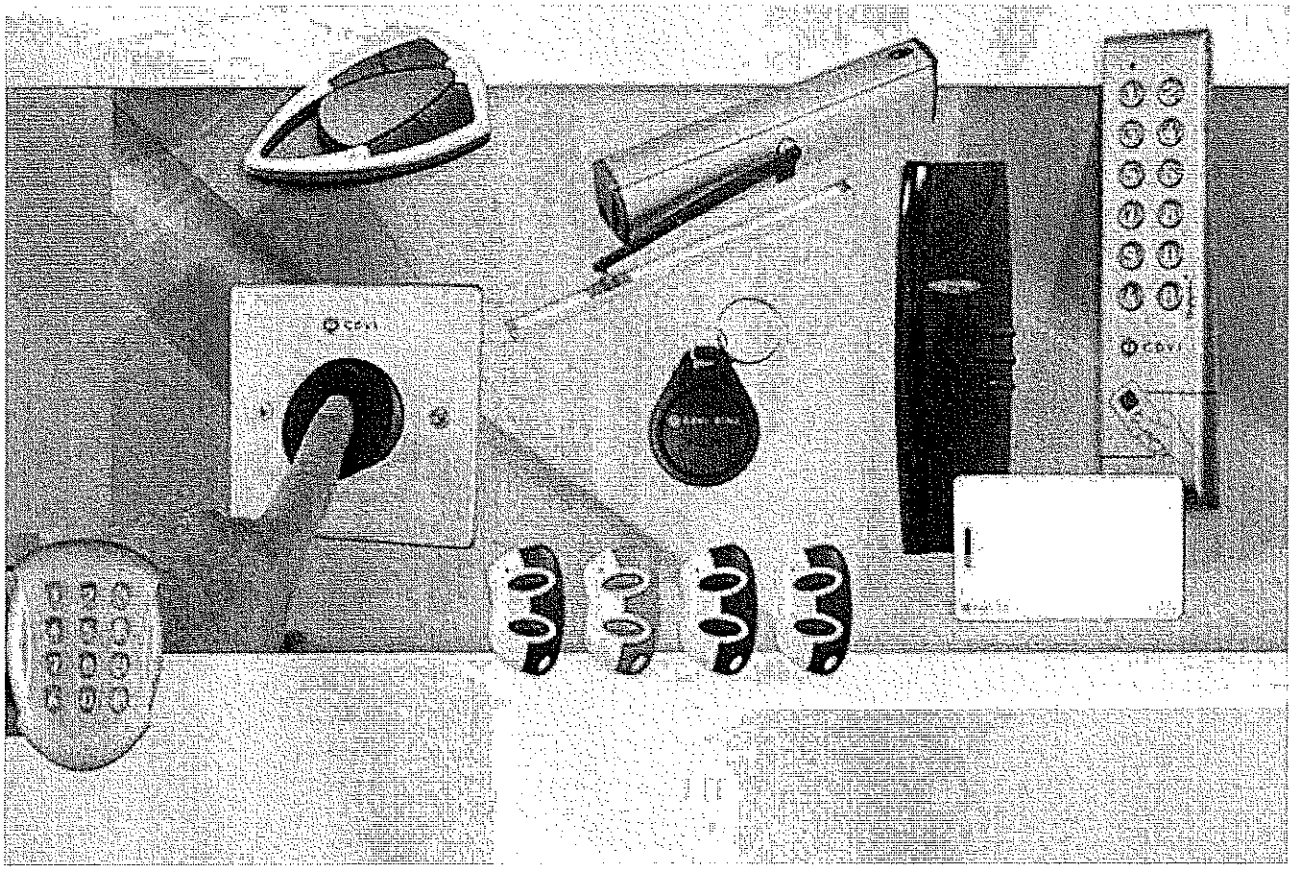
Car Follows Train

Climbing on top of Emergency Box

APS Confidential and Proprietary. Use or disclosure of the data contained on this sheet is subject to the restrictions on the title page of this proposal.

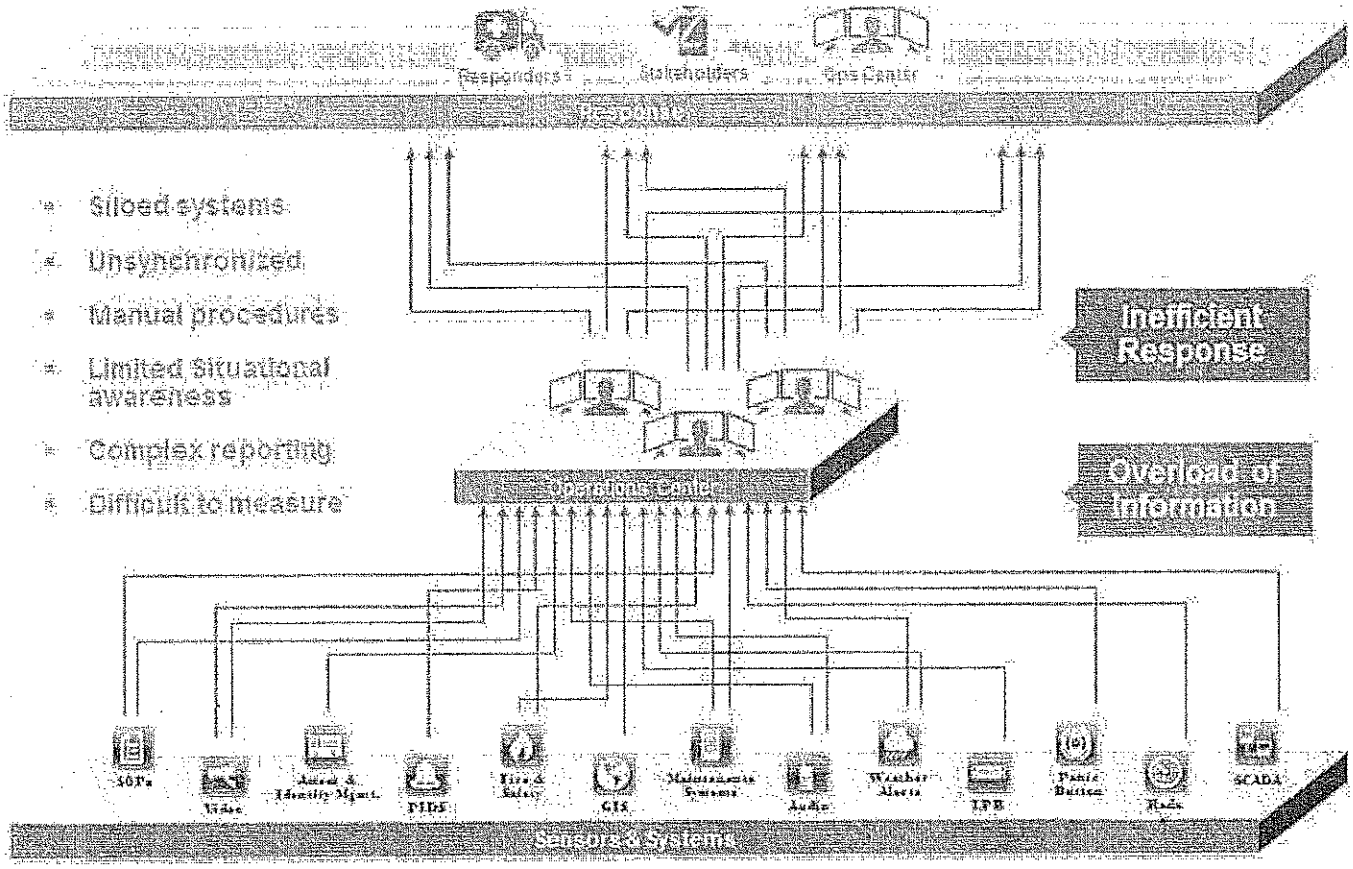
Access Control and Visitor Management Systems

Integrated Access Control, Alarm Monitoring and Visitor Management Systems deliver maximum protection, versatility, simple operation and cost efficiency. They fulfill a dual role: in addition to keeping unauthorized people out of, they have to let authorized users through. In addition to allowing or denying access, many access control systems track who comes and goes and when. Would you know if someone accessed your site at 3:00 AM on a Sunday morning? If you distribute physical keys to your sites, you can never be sure of when they are used. This puts your mission-critical infrastructure at an unacceptable risk. An advanced access control system gives you the power to monitor every entry at your sites - and the peace of mind provided by after-hours notifications sent to your mobile phone or pager. APS experts have installed the most advanced technologies available, including modern object-oriented software and advanced database architecture which allows for its implementation on various mission critical platforms. Designs have met the needs of various sizes of organizations, from one that requires entry-level, two-reader systems to large enterprises with numerous facilities and hundreds of card readers and sensors.



APS Confidential and Proprietary. Use or disclosure of the data contained on this sheet is subject to the restrictions on the title page of this proposal.

Command and Control Centers
The Situation Today

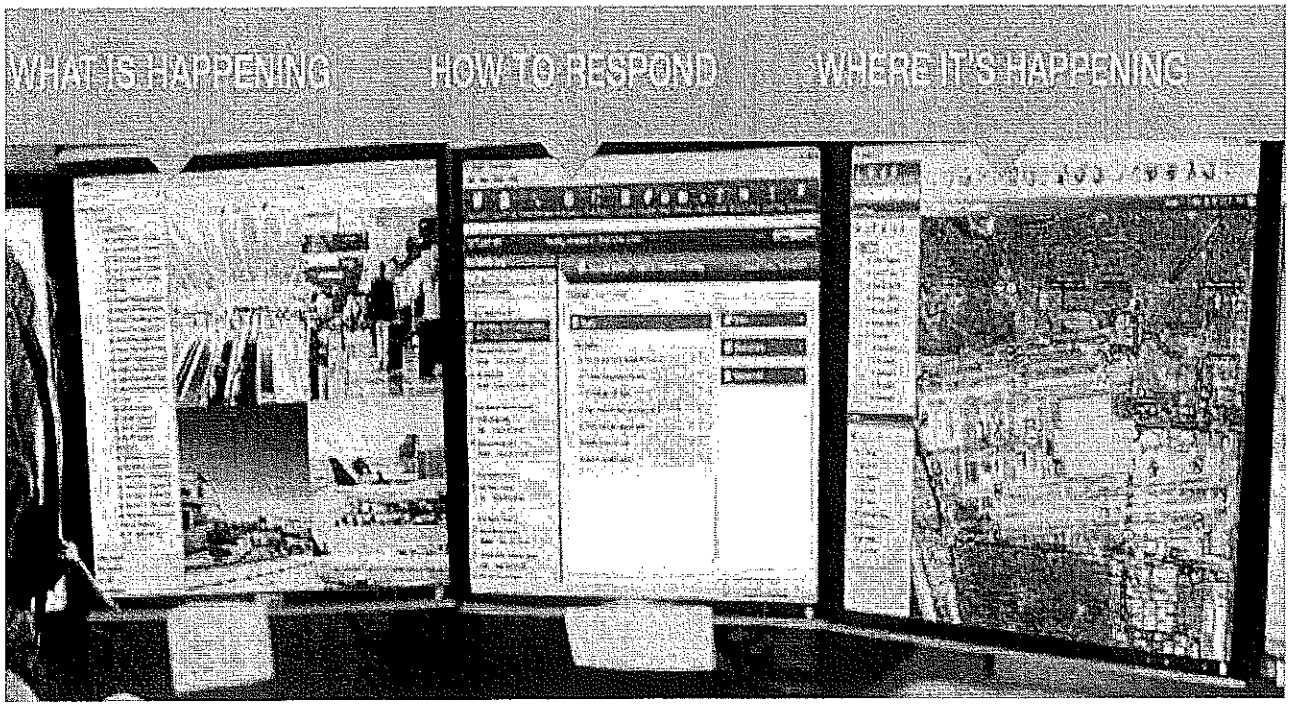


APS Confidential and Proprietary. Use or disclosure of the data contained on this sheet is subject to the restrictions on the title page of this proposal.

Physical Security Information Management (PSIM)

Situation Management solutions integrate and correlate information in real time from multiple and diverse systems across the enterprise. At the same time, it coordinates the most effective responses, ensuring that everyone in the operational chain knows what is happening, where it's happening and how to respond. PSIM Systems provide the tools necessary to address every aspect of the control room management lifecycle. Growing expectations for continuously improving, cost-effective operations have dramatically increased the scope of new technologies and information in the control room. Now, along with the pressures of managing safety, security, and operations, personnel must also oversee multiple systems while complying with expanding regulations and policies. PSIM's effectively addresses these challenges by merging all of your cameras, sensors, communication systems, data sources and operating procedures into a single unified platform. It is able to identify potential — or unfolding — situations by intelligently *connecting the dots* between seemingly unrelated events. Furthermore, they enforce processes, automate specific tasks and complex workflows, and intelligently adapt them as an event unfolds to reduce the risk of human error. This ensures that the right action is taken at the right time by empowering organizations and their personnel to make effective and informed decisions. The ability to identify unfolding events, manage them effectively and mitigate their risk can potentially saves lives and cost, while ensuring business continuity. For commercial, critical infrastructure and Homeland Security markets, PSIM's are crucial to compliance, debriefing, investigation and prosecutorial actions.

PSIM's present a Common Operating Picture with real-time alerts and information from all integrated systems in an intuitive multi-layered display. Integration with relevant GIS information layers (any number of aerial photos, maps, floor plans, CAD drawings or 3D models) provides the ability to continuously monitor and interact with all systems, people and assets, providing comprehensive situational awareness and an extremely robust platform to effectively manage them. Using planning and workflow tools, administrators can develop complex response workflows for routine and emergency situations. For tasks and notifications that are not handled properly within a pre-defined timeframe, escalation policies ensure that they are either dynamically or manually reassigned to alternate people or other resources.



APS Confidential and Proprietary. Use or disclosure of the data contained on this sheet is subject to the restrictions on the title page of this proposal.

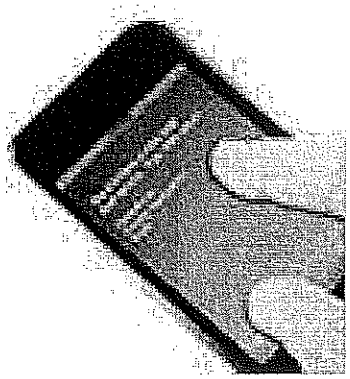
Mass Notification

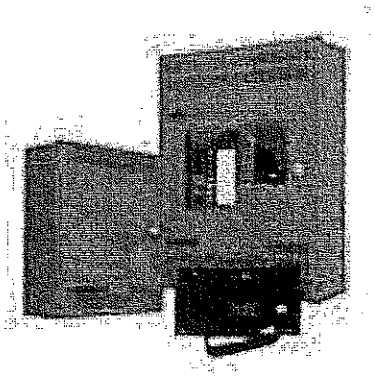
Mass notification solutions have evolved from simple air raid sirens to a complex set of integrated subsystems that include a variety of emergency warning technologies including voice over warning systems, computer pop-ups, and cell phone text alerts. Though they have been around for a number of years, mass notification systems have become a key component in the modern security and safety plans of many education, corporate campuses and critical infrastructure facilities. Most people in the industry credit headline grabbing events, such as the Columbine and Virginia Tech massacres with raising awareness and creating a need for the technology. In the 1980s, voice evacuation technology was added to fire alarm systems and the technology has continued to develop to the point where today's university or corporate security chief can choose a myriad of solutions, such as digital signage, cell phone text alerts, computer pop-ups, intercom and outdoor speakers to create a comprehensive system. Mass Notification Systems (a.k.a. Emergency Communication Systems) provide real-time information to all building occupants, personnel in the immediate vicinity of a building or open areas during emergency situations. In a government building or public facility, mass notification systems strengthen the existing security system by communicating to and receiving information from people inside, many of whom are visitors.

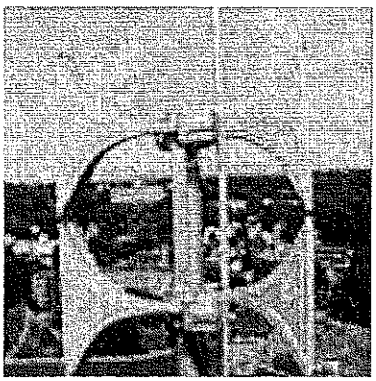
"At Your Side" solutions reaches large numbers of people quickly through their common-voice and text-based personal communication devices. It can be used together with premise-based notification or as a standalone, on-demand alerting and response system that allows the user to send near instantaneous notifications to a high volume of recipients simultaneously. These messages can be sent anywhere in the world and work with devices such as: phones, PDAs, pagers, e-mail accounts, etc. Messages can be tailored according to location, function or any other user-defined criteria and can provide confirmation of delivery.

Indoor solutions use existing LAN infrastructure (wired and wireless), as well as existing voice systems (such as fire-alarm voice evacuation systems), other emergency voice-evacuation systems or voice-paging systems. Inside buildings, mass notification increases the capacity to establish contact. People in every area of the facility or campus are near a potential point of contact in times of emergency. Electronic signage, desktop PCs, telephones and paging systems communicate emergency messages, allowing organizations to disseminate critical information to thousands of personnel – regardless of location – within seconds.

Outside spaces pose unique communication challenges, as the system must provide audible coverage for even the largest business or university campus environments. In outdoor applications, high-powered speaker arrays can be an indispensable tool for warning groups of people. These innovative arrays are capable of producing high-intensity warning signals and carrying voice messages over miles. High-powered speaker arrays are available in a variety of sizes and are useful in such areas as parking garages or lots, stadiums, and other open spaces such as quads and town-centers.



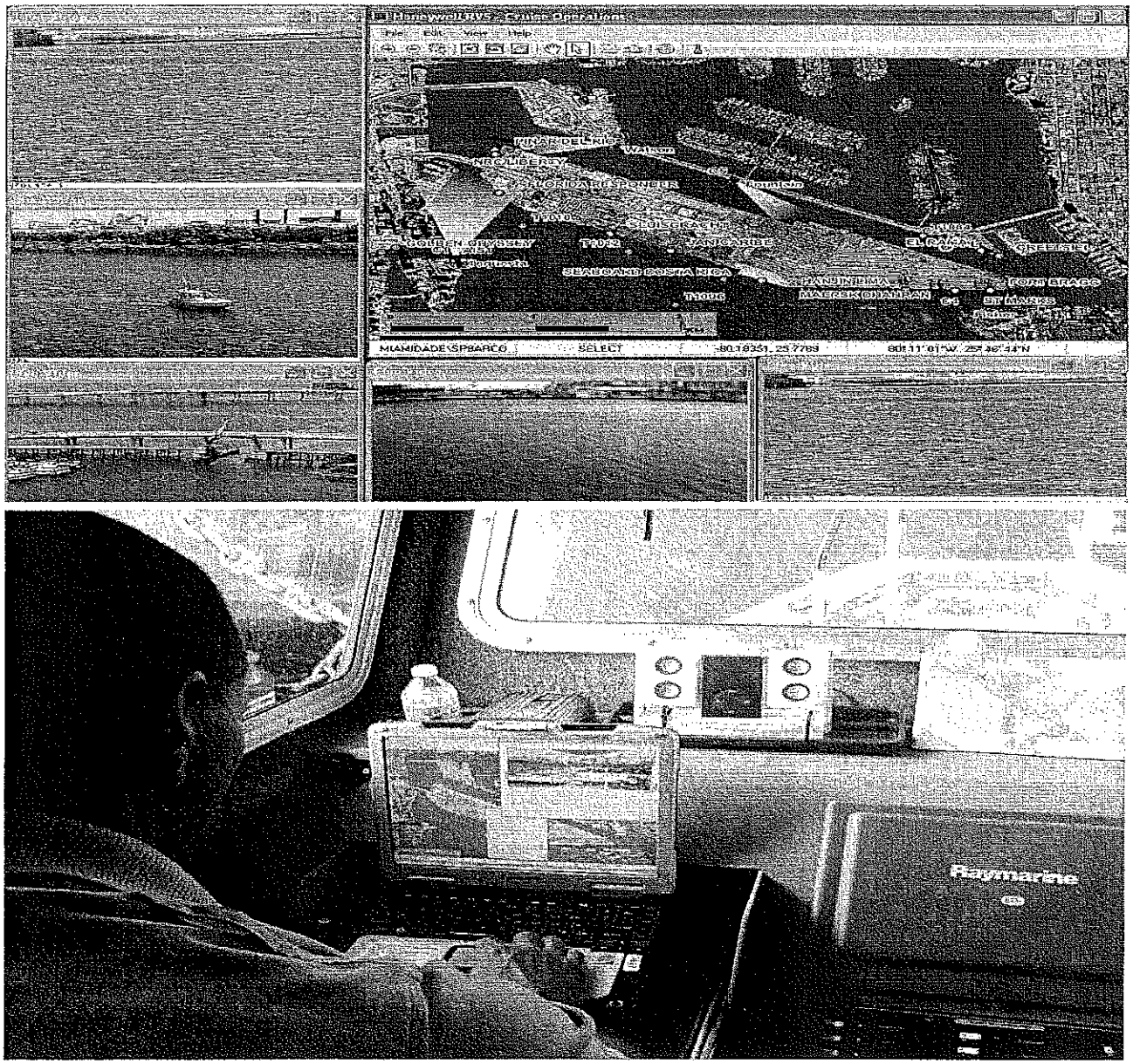




APS Confidential and Proprietary. Use or disclosure of the data contained on this sheet is subject to the restrictions on the title page of this proposal.

Waterside Radar/AIS Surveillance Systems

The experts at APS designed and oversaw the installation and implementation of Wide Area Security Systems that integrates Radar, Automatic Identification System (AIS) and Video data to provide the highest value wide area surveillance system available. Radar sensors automatically detect intruders in user defined Alarm Zones. Alarms are generated to alert security personnel, and PTZ cameras are directed to the intruder. Video is recorded and distributed over a Local Area Network, to provide both recorded history and real time situational awareness to facility personnel. The System automates detection, tracking, and alarming, based on your site's security plan; security personnel can perform tasks other than monitoring the detection system. When an alarm is received, personnel can identify the threat and make a security decision before it reaches the perimeter – increasing the response time to potential threats.

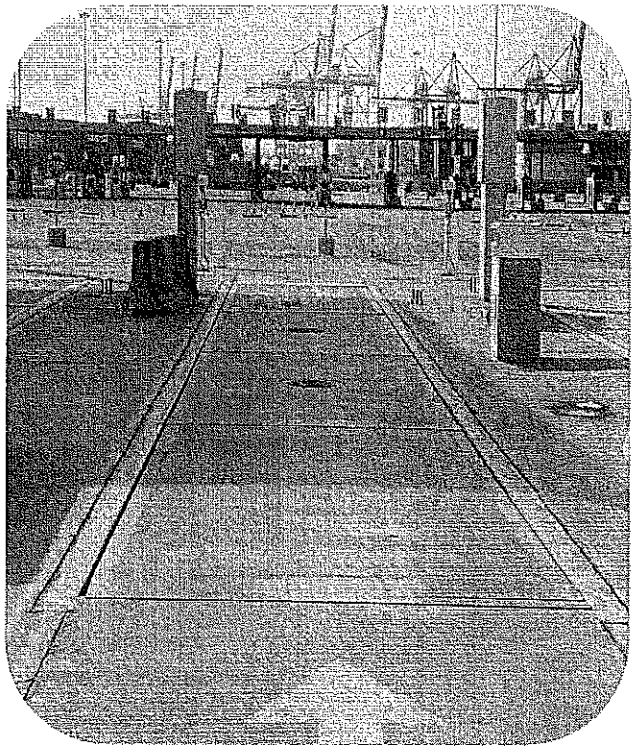


APS Confidential and Proprietary. Use or disclosure of the data contained on this sheet is subject to the restrictions on the title page of this proposal.

Cargo Gate Vehicle Processing Systems

Cargo Gate Vehicle Processing Security System designed and implemented by APS physical security experts rank amongst the most technologically advanced Cargo Gate system in the Western Hemisphere. It is used to control access to the restricted cargo areas of the Port. All vehicles (personal and truck) entering the restricted area must be screened before access is granted. By the use of cameras, proximity readers, magnetic-stripe readers, biometrics, OCR readers, cameras and microphones all vehicles and persons are screened and equipment information is captured and stored. All visitors must have a Identification Card, a valid visitor card, or valid driver's license to enter the restricted area. The visitor will present a form of ID to one of the devices and then authentication of said ID is done; providing all requirements to allow entry is complete access is granted. If access is granted, a gate pass is issued for the individual(s) inside the vehicle. A gate pass for trucks is a paper printout of the time, date, name of driver, and list of equipment brought into the restricted area. For cars, an electronic gate pass is created capturing the similar information. This system also allows trucking companies to review their gate transaction logs and balances via the internet.

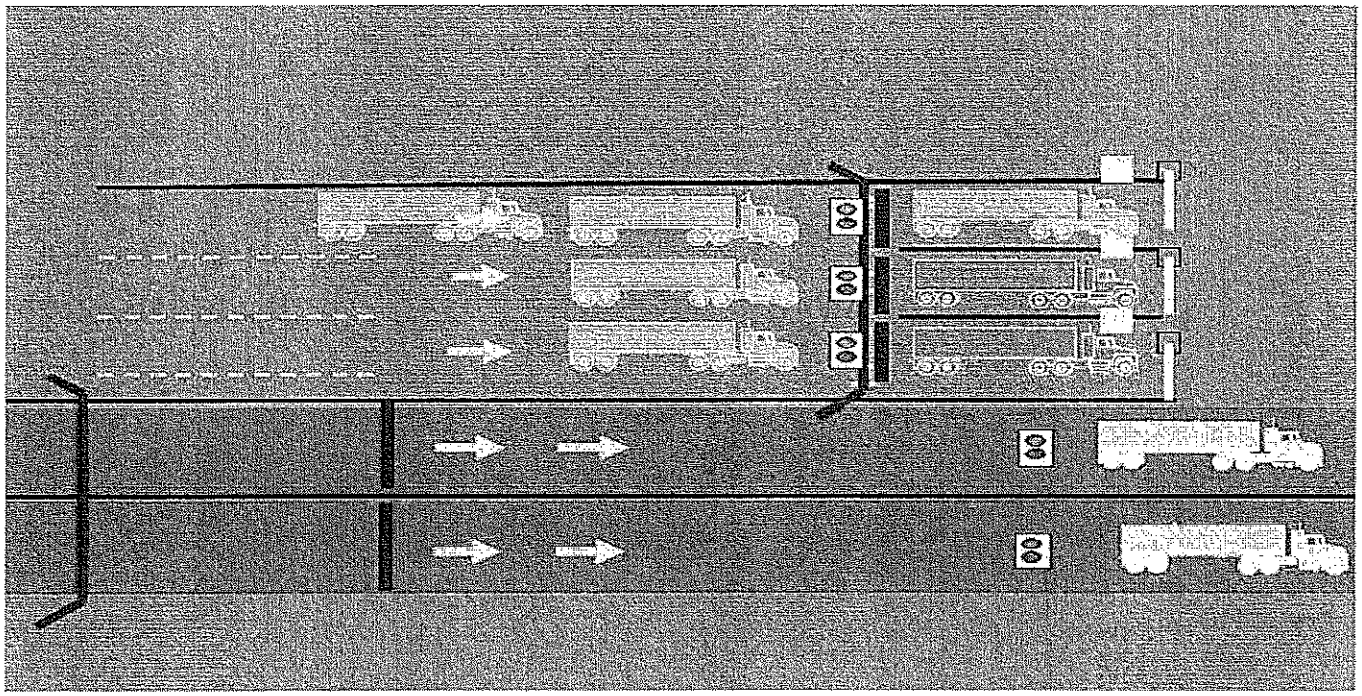
The Gate is system is integrated with the Credentialing, Access Control, Accounting and Permit Systems. Real-time integration with the Terminals was soon be implemented to assure visitors have pre-authorized clearance from the Cargo Terminal Operators.

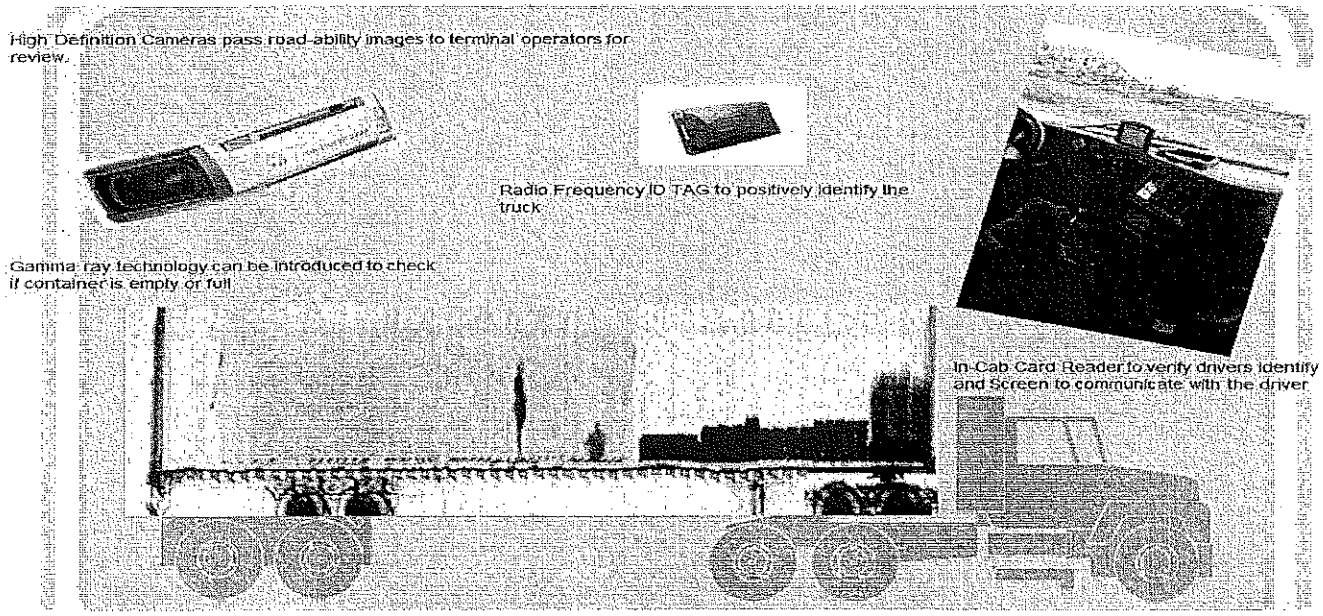


APS Confidential and Proprietary. Use or disclosure of the data contained on this sheet is subject to the restrictions on the title page of this proposal.

Green Lanes for Cargo Entrance Gates

A unified gate complex, fully integrated to the Terminal Operating systems and the legacy Port Miami Systems capable of processing and providing all the necessary information to all parties in a secured and safe environment resulting in dramatically reducing truck turn-around time, maximization of usable acreage for the benefit of the Terminals and reducing Terminal Operator Labor Costs.





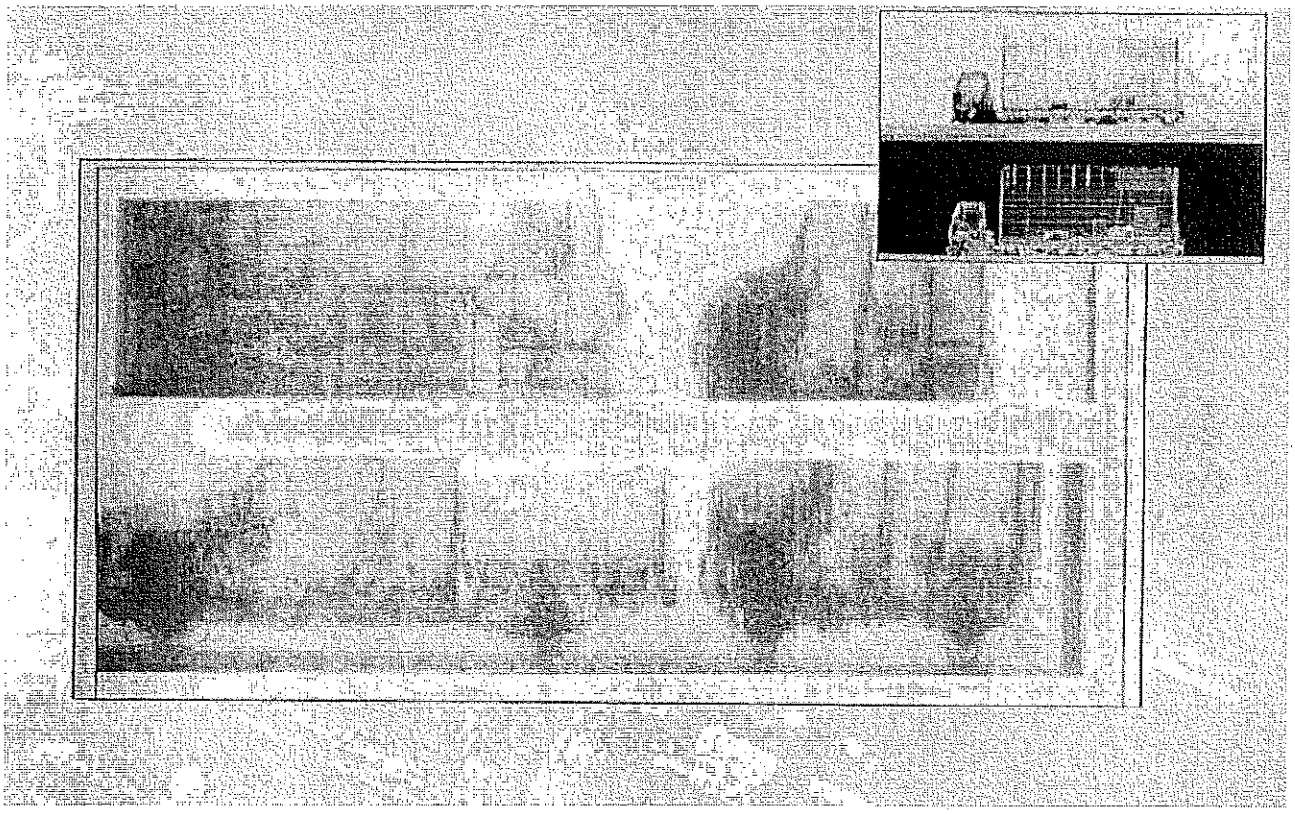
APS Confidential and Proprietary. Use or disclosure of the data contained on this sheet is subject to the restrictions on the title page of this proposal.

Non-Intrusive Gamma Ray Container Scanning Systems

APS experts designed a Container Scanning System that provides seaports with a quick and effective tool to detect contraband vehicles and/or cargo concealed within cargo containers. It locates vehicles and other illicit high-value items within a cargo container destined for export. The system is small and collocated at an existing vehicle control point such as the weigh scales where trucks must already stop before entering a port. It represents the least expensive and lowest resolution member of scanning systems, providing a specific solution to the stolen goods application. By providing the system with a low resolution capability, the cost is about 25% of a normal gamma ray /x-ray systems

The system is designed to locate vehicles within a cargo container, such as the intermodal containers transporting cargo through marine ports. The system is positioned at a checkpoint, such as the weigh scales where vehicles stop before entering a port. The vehicle is stopped with the vehicle cab just ahead of the gamma-ray scanning device (the Source), and as the vehicle leaves the checkpoint, the trailer passes through the Source. A video image recorded of the vehicle is then saved with the image, so the vehicle can be easily located and traced.

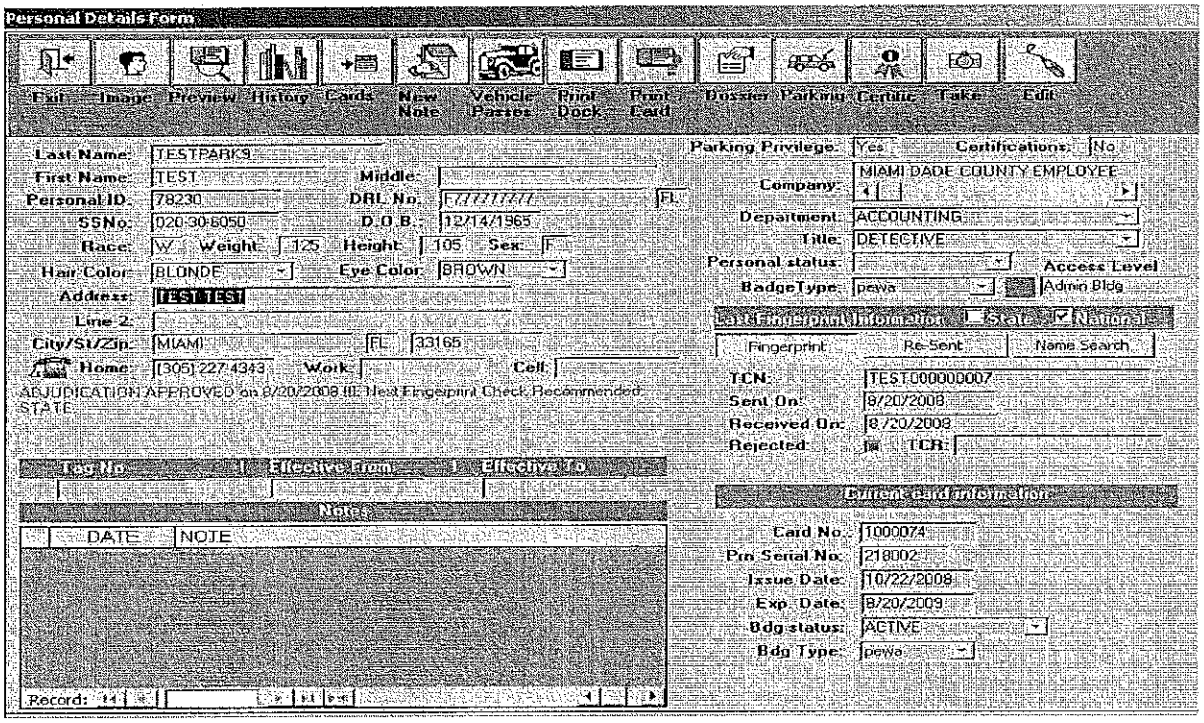
The system was designed to operate in very small areas, such as the 15-foot wide lanes entering many port areas. This system uses a small Cesium-137 source and a detector tower that are located on pedestals at the checkpoint. It can be installed in each lane, allowing for complete coverage with virtually no impact on throughput.



APS Confidential and Proprietary. Use or disclosure of the data contained on this sheet is subject to the restrictions on the title page of this proposal.

Credentialing Systems

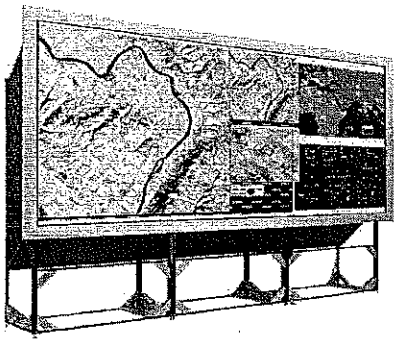
The Credentialing system handles the process of badge issuance by the Identification and Credentialing Section and prints the badges for permanent employees and visitors. APS experts have designed and implemented the only port-centric credentialing system in the Country. The system collects personal information about the applicants and grants them the appropriate access to the seaport facilities via integration with the Commercial-Off-The-Shelf (COTS) Access Control System. The system also contains all the necessary business rules to implement federal, state and local Port security regulations. The adjudication process is also controlled by the system which allows the operators to have a better control of the process, print several business letters automatically, and generate ad-hoc reports. The ID Badge system also has 18 pre-built reports and it has the capability of generating different options of reports under the Batch option. The system also saves a history trace of each ID Badge holder and allows operators to view that entire said history.



APS Confidential and Proprietary. Use or disclosure of the data contained on this sheet is subject to the restrictions on the title page of this proposal.

Video Wall

APS experts have implemented Cutting edge DLP and LED technology video walls that are designed and optimized for use in a 24/7 mission critical environment. The projection engines provide a set of unique features which results in an unrivaled DLP™ rear projection system with outstanding picture quality, reliability and ease of use.



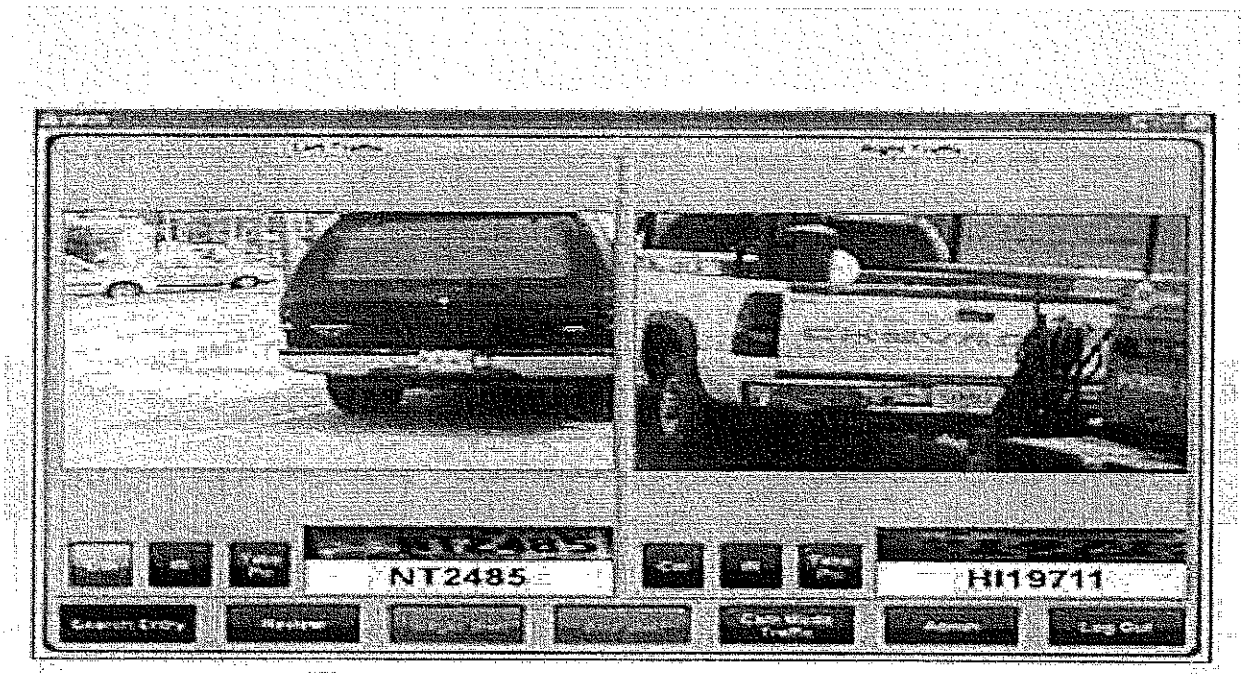
The displays are seamlessly integrated into Security and Operational Command Center as they support universal inputs such as Video Management Systems, Radar /AIS Surveillance Systems, Access Control System and Cable Television. All this information is fed into any number of screens and moved across the display area.

Security Command Center

APS Confidential and Proprietary. Use or disclosure of the data contained on this sheet is subject to the restrictions on the title page of this proposal.

Automatic License Plate Reader Systems

Automatic License Plate Reader (ALPR) technology arms law enforcement with real time knowledge and post-action criminal intelligence increasing the day-to-day productivity and safety of Port Employees, Business Partners and Customers. ALPR is an image-processing technology used to identify vehicles by their license plates. It is a special form of OCR (Optical Character Recognition) where algorithms are employed to transform the pixels of the digital image into the text of the number plate Systems commonly use infrared lighting to allow the camera to take the picture at any time of day. One of the fastest growing applications is the deployment of ALPR systems by law enforcement agencies across the country to identify persons or vehicles whose license plates are connected to a crime or infraction. Cameras, mounted to stationary structures such as gates or bridges, automatically take photos of license plates at the rate of hundreds per minute. The characters in the photo of the plate are then translated into letters and numbers and compared to law enforcement databases of registered vehicles known to be or suspected of being involved with crimes or infractions. If a license plate that was read matches an entry on a database, the license plate reader system will alert the officer or command center that a suspect vehicle is in the immediate area of that LPR system. License plate recognition systems utilize algorithms in order to identify a license plate, take a clear image, translate its characters and identify the state that issued the plate. Generally speaking, License Plate Readers (LPRs) can record plates at about one per second at speeds of up to 100 MPH. With 70% of all crime connected to a vehicle, deploying an ALPR system to assist with a wide range of missions will help your agency realize remarkable successes, including the power to make the difference between life and death in a crisis. Automatic LPR technology is proving to be a force multiplier so powerful that its positive impact on the safety and security of our communities and nation is undisputable.



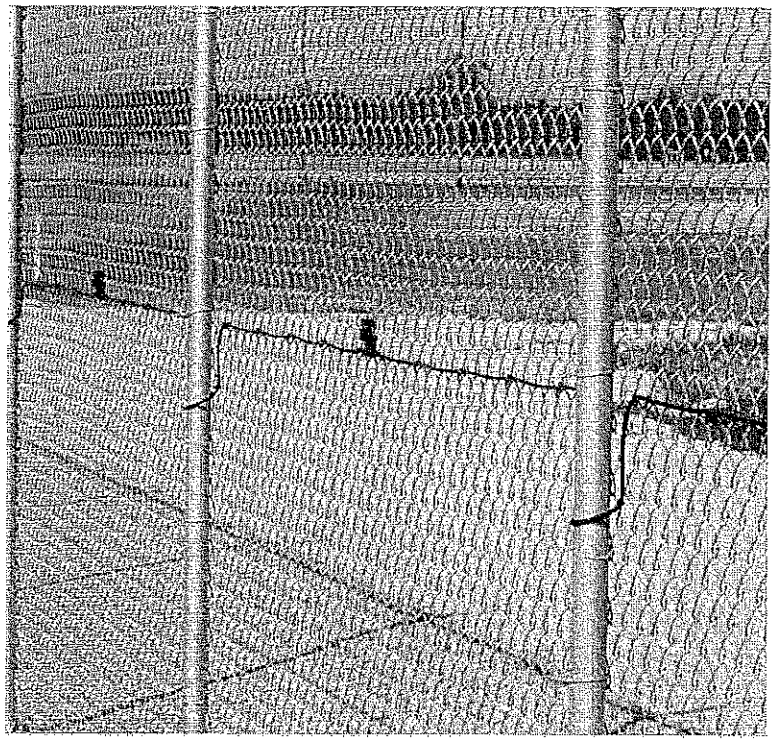
APS Confidential and Proprietary. Use or disclosure of the data contained on this sheet is subject to the restrictions on the title page of this proposal.

Fence Line Protection

Fence line protection systems make use of fiber-optic perimeter sensors which link their sensors to global positioning so that, when the sensors detect a fence breach, they can deliver the exact latitude and longitude of an event, pinpointing the precise spot of trouble. Older systems would divvy up perimeter fences into zones. When a breach occurred, the sensors would report that something had happened somewhere within that zone, within 25 yards of the actual event. With the global positioning integration, the new sensors give the exact location of the breach. This saves response time, making nuisance alarms less time consuming and allowing a quicker response to real alarms.

What's more, it opens up the sensors to new applications, such as overlaying alerts with maps and automatically moving cameras to zoom in on the trouble spot based on the coordinates of the event. For years, fences have been evolving to become complex security systems that include barriers, traps and intrusion detection. Recent advances include electronic motion detection and infrared cameras.

- Underground
- Threaded
- Motion Sensors



APS Confidential and Proprietary. Use or disclosure of the data contained on this sheet is subject to the restrictions on the title page of this proposal.

Gunshot Detection Systems

Police and law enforcement agencies around the globe are using gunshot detection systems to provide real-time information about gunfire and explosions, enabling a more effective response to gun violence and giving them a more complete picture of crime, so that they can better protect their personnel and their Seaports. Providing constant 360-degree wide-area acoustic surveillance, solutions feature built-in interoperability using standards-based communications protocols to share data across systems, roles and other agencies for a streamlined and coordinated response to all critical events. Gunshot detection systems can interface with video surveillance systems that require guidance to train individual cameras and capture video intelligence at the scene of an incident and its surroundings.

Instant, accurate tactical awareness:

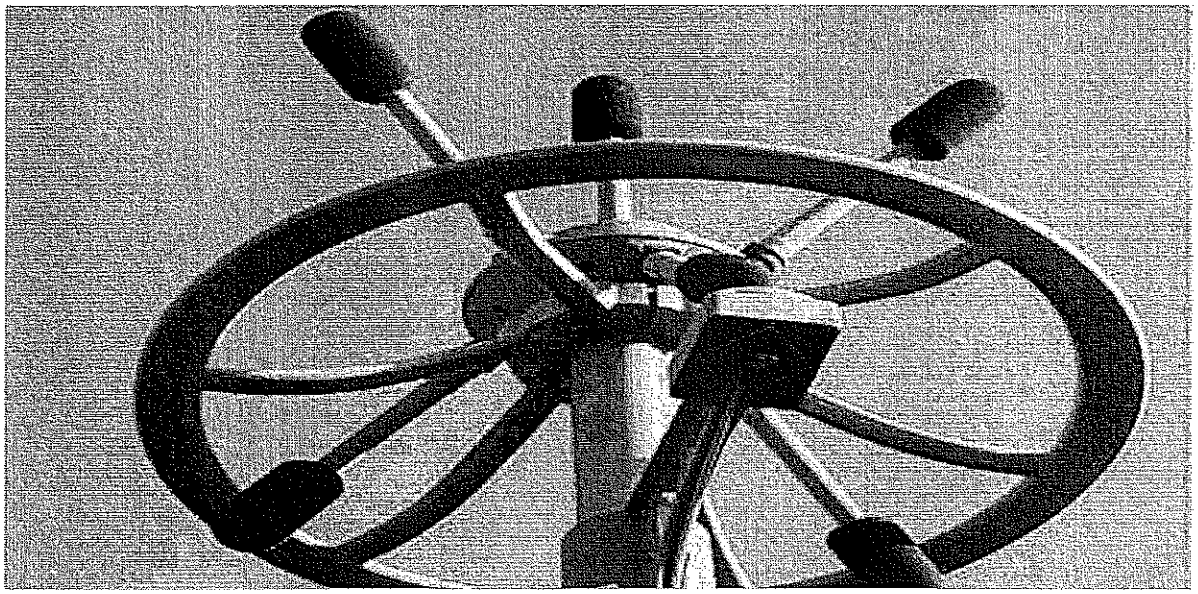
- Immediate alerts, even when no one calls 911
- Precise location anywhere within coverage area including latitude/longitude and street address
- Exact time and number of rounds fired
- Shooter position, speed and direction of travel (if moving)

Yield critical forensic data after detailed analysis, including:

- Sequence of rounds fired with time and position data
- Type or types of weapons used
- Number of weapons or shooters
- Weapon cyclic rates

Support strategic deterrence:

- Awareness of all gunfire, not just reported incidents
- Cumulative data enables proactive crime analysis
- Detailed data enhances investigation and prosecution



This proposal includes data that shall not be disclosed outside CH2M Hill and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, CH2M Hill shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit CH2M Hill the right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in the sheets marked with the following legend: "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

Solution Overview

CH2M HILL has asked that APS provided design services for the expansion of the Port of Miami and Customs & Border Protection Physical Security and Information Technology Systems. Each of the above Agencies have distinct physical security and information technology networks and systems that are not shared between them. This will require APS to provide physical security and information technology solutions to expand their unique physical plant, networks, voice and physical security systems. The design will satisfy the requirements of the following systems;

Access Control

- Readers – TWIC and non-TWIC
- Controllers
- Mounting brackets and installation method
- Network Switches
- Communications Wiring (type and path)
- Low-Voltage Electrical Wiring (type and path)

Video Management

- Cameras (Type – Coverage and Functionality)
- Mounting brackets and installation method
- Camera Licensing
- Network Video Recorders
- Video Storage Requirements
- Network Switches
- Communications Wiring (type and path)
- Low-Voltage Electrical Wiring (type and path)

Phone System

- Phone Sets
- Phone Set Licensing
- Server Expansion
- Voice Mail Storage Requirements
- Network Switches
- Communications Wiring (type and path)
- Low-Voltage Electrical Wiring (type and path)

Desktop Computers

- Workstations (Hardware and Software)
- Network Switches
- Communications Wiring (type and path)
- Low-Voltage Electrical Wiring (type and path)

APS Confidential and Proprietary. Use or disclosure of the data contained on this sheet is subject to the restrictions on the title page of this proposal.

Human and Baggage Scanning Systems

- Scanners (Human and Baggage (Hardware and Software)
- Network Switches
- Communications Wiring (type and path)
- Low-Voltage Electrical Wiring (type and path)

Deliverables

Location Survey

A location survey of the site will be conducted where the equipment is to be installed. The location survey will be as detailed as possible and will lead to a site plan being prepared with the optimal positioning points for equipment being indicated on the site plan. The purpose of the location survey and site plan is to identify the best placement for the equipment, the optimum field of view, and potential and actual environmental problems, etc. This location survey will take account of the following:

a) Risk
b) Contents
c) Building
d) Supervision levels

System Design

The objective of the system design phase is to determine the extent of the various physical security systems; select the appropriate equipment and to prepare a system design proposal. The system design will document the client's requirements as to the purpose of the equipment (i.e. are they required for monitoring, detecting, recognizing or identifying events or targets on the screen). The design will conduct a risk assessment to determine the risk level, paying attention to the function of the observation or surveillance as described by the customer. The function of the observation or surveillance will include:

a) crowd control
b) theft
c) unauthorized entry
d) public safety

The following criteria will be taken into consideration and documented under the headings Operational Requirements:

a) Determination of the zones or objects requiring surveillance.
b) Determination of the number of monitoring equipment and sensors and their locations required to monitor the agreed zones and objects.
c) Potential threat or activity to be monitored and/or recorded
d) Purpose(s) of the surveillance.
e) Intended target(s) of the surveillance and the frame rate appropriate to the target's speed.
f) Action required on detection of an event.
g) Manner in which images will be viewed and recorded.
h) How data will be exported from the system to permanent record.
i) Individuals who will require access to the recorded data.

APS Confidential and Proprietary. Use or disclosure of the data contained on this sheet is subject to the restrictions on the title page of this proposal.

j) Selection of cameras and equipment depending on the operating environmental conditions.
k) Maintenance and repair.
l) Evaluation of existing lighting and consideration of new or additional illumination including the use of Infra-Red Cameras or lamps.
m) Image resolution required.
n) Determination of the most appropriate transmission method to be utilized.

Construction Phase Services

Based on its extensive experience at major Seaports throughout United States, APS is uniquely qualified to provide construction phase services. Unlike a general contractor or design professional whose fiduciary responsibility is to their employer, APS is an extension of the owner and solely represents the owner's interest. To avoid costly construction errors and post-construction issues, an owner's representative must act through the owner's eyes serving as facilitator, mediator, general counsel and general contractor. The representative must ensure that all stakeholders are focused on the project, communicating effectively and working toward the common goal.

As owner's representative, APS will be your delegate. We'll make sure your desired outcomes are achieved. We know that your organization's reputation, credibility and profitability are at stake, and ours are too. Throughout the construction phase APS will review contractor submittals and submit a response, review Requests for Information and submit a response, provide three site visits during construction and participate in four conference calls.

Estimated Period of Performance

The APS Team realizes the importance of delivering this solution in a timeframe conducive to the Customer. It is also sensitive to the operational needs of CH2M HILL, and as such will work together to develop an agreeable project schedule.

Project Pricing

The total project price is offered at $49,960.50 and will be provided on a fixed firm basis. This cost is based on the below spreadsheet to attain current system specifications and provide the design to provide and expand the systems delineated above in the Solution Overview Section for each agency (Port of Miami and C.B.P). Deliverables will be in CAD format and ready for permitting (signed and sealed). The APS Team pricing includes as many site visits and meetings with the Port Miami and Customs & Border Protection as required to obtain the design approval. This cost also includes 38 hours of Construction Phase Services as delineated in the spreadsheet below.

APS Confidential and Proprietary. Use or disclosure of the data contained on this sheet is subject to the restrictions on the title page of this proposal.

Task Description	Hours	Rate	Cost		
Analysis & Design					
Project Planning and Review Meetings	8	$171.00	$1,368.00	Sr. Engineer	
Work Plan and Project Schedule Creation	8	$171.00	$1,368.00	Sr. Engineer	
Management and Stakeholder Meetings					
Operations	4	$171.00	$684.00	Sr. Engineer	
Security	4	$171.00	$684.00	Sr. Engineer	
Customs & Border Protection	4	$171.00	$684.00	Sr. Engineer	
Existing Systems Assessment	40	$171.00	$6,840.00	Sr. Engineer	
Systems Design					
Voice (telephones)	4	$171.00	$684.00	Sr. Engineer	
Workstations (Personal Workstations)	4	$171.00	$684.00	Sr. Engineer	
Video Management (Cameras)	40	$171.00	$6,840.00	Sr. Engineer	
Access Control (Card Readers & Associated Peripherals)	32	$171.00	$5,472.00	Sr. Engineer	
Intercom	4	$171.00	$684.00	Sr. Engineer	
Communications Network	32	$171.00	$5,472.00	Sr. Engineer	
Baggage Screening	4	$171.00	$684.00	Sr. Engineer	
Construction Drawings	40	$82.65	$3,306.00	CADD	
Construction Drawings review Meetings (30%, 90%)	8	$171.00	$1,368.00	Sr. Engineer	
Head-End Supporting Systems Gap Analysis	40	$171.00	$6,840.00	Sr. Engineer	
Draft Final Report	20	$71.25	$1,425.00	Clerical	
Total Hours	296		$45,087.00		
Construction Support					
Respond to RFI's	8	$128.25	$1,026.00	Staff Engineer	
60% Construction Review	8	$128.25	$1,026.00	Staff Engineer	
90% Construction Review	8	$128.25	$1,026.00	Staff Engineer	
Acceptance Tests	14	$128.25	$1,795.50	Staff Engineer	
Total Hours	38		$4,873.50		
Grand Total			$49,960.50		

Payment Terms

APS is sensitive to the Miami-Dade County process for approval of pay requests, and as such will work together with CH2M HILL to develop agreeable payment terms. While APS does not anticipate any travel expenses, CH2MHill agrees to pay 100% of reasonable travel expenses within 30 days of submission for reimbursement for any travel requested by CH2M HILL. Under no circumstances may Customer make payments directly to any subcontractor, material supplier, laborer, or any other person performing work or furnishing material under the Agreement without the prior written consent of Automated Port Solutions.

APS Confidential and Proprietary. Use or disclosure of the data contained on this sheet is subject to the restrictions on the title page of this proposal.

Acceptance

○ **For the amount of $ 49,960.50**
- Deliverables will be provided in CAD format
- Deliverables will be signed and sealed by a Professional Engineer of Record

This proposal is valid until February 24, 2014

CH2M HILL	**Automated Port Solutions**
	1/24/14
Authorized Customer Signature Date	Automated Port Solutions Date
	Louis A. Noriega
Printed Name	Printed Name
	President
Title	Title
Purchase Order Number	

The above persons represent that they are authorized to sign and execute this binding agreement. This system proposal is intended to provide the client protection of the designated premises. Its design should be understood to represent a compromise between the costs, understood scope of work, and customer feedback. Accordingly, such systems may not provide ample protection from all possible threats, and Automated Port Solutions shall not be responsible in such an event.

APS Confidential and Proprietary. Use or disclosure of the data contained on this sheet is subject to the restrictions on the title page of this proposal.

Task Description	Hours	Rate	Cost	
Analysis & Design				
Project Planning and Review Meetings	8	$171.00	$1,368.00	Sr. Engineer
Work Plan and Projec Schedule Creation	8	$171.00	$1,368.00	Sr. Engineer
Management and Stakeholder Meetings				
Operations	4	$171.00	$684.00	Sr. Engineer
Security	4	$171.00	$684.00	Sr. Engineer
Customs & Border Protection	4	$171.00	$684.00	Sr. Engineer
Existing Systems Assessment	40	$171.00	$6,840.00	Sr. Engineer
Systems Design				
Voice (telephones)	4	$171.00	$684.00	Sr. Engineer
Workstations (Personal Workstations)	4	$171.00	$684.00	Sr. Engineer
Video Management (Cameras)	40	$171.00	$6,840.00	Sr. Engineer
Access Control (Card Readers & Associated Peripherals)	32	$171.00	$5,472.00	Sr. Engineer
Intercom	4	$171.00	$684.00	Sr. Engineer
Communications Network	32	$171.00	$5,472.00	Sr. Engineer
Baggage Screening	4	$171.00	$684.00	Sr. Engineer
Construction Drawings	40	$82.65	$3,306.00	CADD
Construction Drawings review Meetings (30%, 90%)	8	$171.00	$1,368.00	Sr. Engineer
Head-End Supporting Systems Gap Analysis	40	$171.00	$6,840.00	Sr. Engineer
Draft Final Report	20	$71.25	$1,425.00	Clerical
Total Hours	296		$45,087.00	
Construction Support				
Respond to RFI's	8	$128.25	$1,026.00	Staff Engineer
60% Construction Review	8	$128.25	$1,026.00	Staff Engineer
90% Construction Review	8	$128.25	$1,026.00	Staff Engineer
Acceptance Tests	14	$128.25	$1,795.50	Staff Engineer
Total Hours	38		$4,873.50	
Grand Total			$49,960.50	

THE SPINNAKER GROUP
501 SPINNAKER
WESTON, FL 33326
www.thespinnakergroupinc.com
(954) 347-0967
Fax (954)-217-3614

COMMISSIONING PROPOSAL

January 10, 2014

Client:
C H 2 M H I L L W P B

Project: ISD Project A12-SEA-01, A&E Services for PortMiami Cruise Terminals ("Project")

Project Understanding

The project consists of a LEED New Construction for new cruise terminal for Bimini Superfast. TO be minimum LEED Silver

Scope of Services

The Spinnaker Group, Inc. ("Consultant") is pleased to provide a proposal to provide Professional concerning the Project by providing Building Commissioning Services (the "Commissioning Services") for **LEED credit EAc2 - Enhanced Commissioning or LEED Prerequisite Fundamental Commissioning.** Commissioning will be performed on the entire Project including, but not limited to, the Project's systems, which are defined as energy using systems by USGBC. The Commissioning Services will consist of the following, which are broken down between Fundamental Commissioning and Enhanced Commissioning. The Owner can elect whether it wishes to obtain Fundamental Commissioning or Enhanced Commissioning. Such election should be made by not later than Design Development

1. The Fundamental Commissioning Services of the Commissioning Services consist of:

A. Develop Commissioning Requirements for the Project. It is not the responsibility of the Consultant to incorporate the Commissioning Requirements into the Project plans.

B. Meet with the Project general contractor, design Architect and Owner to explain the commissioning process for the Project, including:

(i) Provide written answers to questions from the Owner, design Architect and contractor on commissioning questions prior to Owner's execution of the contract of construction for the Project; and

(ii) Provide answers to questions from the Owner, design Architect and contractor after execution of the contract of construction for the Project.

C. Develop a Commissioning Plan for the Project which will incorporate comments from the Owner, the design Architect and all other consultants involved in the design and development of the Project (the "Design Team") and the Project contractor.

D. Verify that Energy Consuming Systems (HVAC, lighting, domestic hot water) Installation of the Project meet requirements of the USGBC, including:

(i) Development of Pre-Functional Tests;

(ii) Development of Functional Tests;

(iii) Observation and acceptance of Pre-Functional Tests;

(iv) Observation and acceptance of Functional Tests; and

(v) Observation of Test and Balance.

E. Prepare Commissioning Management Report (Commissioning Final Report). The Report shall include an executive summary, list of participants and their roles, brief description of the Project, and thorough text on each of the following sections:

(i) Executive Summary
(ii) Design Intent;
(iii) Basis of design;
(iv) Pre-functional checklists is complete;
(v) Functional checklists is complete;
(vi) Deficiency Log.

2. The Enhanced Commissioning Services of the Commissioning Services consist of:

A. Document Owner's Project Requirements and Basis of Design;

B. Perform a focused design review which shall include the following: a) input regarding making the Project easier to commission; b) how building maintenance can be made easier (accessibility and system control, etc.); c) are systems consistent with design intent and d) how utility usage and Indoor Environmental Quality can be improved;

C. Meet with the Project general contractor, design Architect and Owner to explain the commissioning process for the Project, including:

(i) Provide written answers to questions from the Owner, design Architect and contractor on commissioning questions prior to Owner's execution of the contract of construction for the Project; and

(ii) Provide answers to questions from the Owner, design Architect and contractor after execution of the contract of construction for the Project.

D. Review and recommend for approval, disapproval or conditional approval submittals by the Project general contractor, applicable to systems being commissioned for compliance with Commissioning needs;

E. Develop a Systems Manual and deliver it to Owner;

F. Verify Training of Systems Operating Personnel

G. Conduct a post occupancy review at 10 months post occupancy.

The Consultant agrees to provide the Commissioning Services in a timely manner so as not to cause the Project to be delayed because of the Commissioning Services.

Smoke Evacuation systems and life safety system are specifically excluded from this contract.

FEE

The lump sum price for the Fundamental and Enhanced Commissioning aspect of the Commissioning Services only is:

$27,500.00

Please circle one or both of the options above to signify acceptance

Pricing Assumptions
Construction Manager will provide approved submittals and Installation & Operation Manuals for the equipment included in this commissioning process for development of Pre-functional Test Protocols
Design Professionals will provide full Sequence of Operations, inclusive of Operator Interface descriptions for development of Functional Performance Test Protocols.
Unescorted access to the site will be provided as required for the commissioning activities.
Owner, General Contractor, and Design Professionals will ensure availability of required documents, equipment, personnel, and information necessary for the timely completion of all deliverables

Costs Not Included in This Proposal
These fees are exclusive of reimbursable expenses. Reimbursable expenses include LEED registration and certification fees, plotting and printing (except as required for in-house coordination), photography, courier services, shipping and express mail and all travel related expenses.

The Spinnaker Group reserves the rights to submit a change in pricing should the project substantially change

Billing
Billing monthly on a percent of completion basis using the submitted schedule of values

For The Spinnaker Group	For Client
Signature	Signature
Name	Name (Print)
Rob Hink LEED AP	
Title	Title
Vice President	
Date	Date
1/10/2014	

THE SPINNAKER GROUP

THE SPINNAKER GROUP
501 SPINNAKER
WESTON, FL 33326
www.thespinnakergroupinc.com
(954) 347-0967
Fax (954)-217-3614

LEED CONSULTING PROPOSAL

January 10, 2014

Client:
C H 2 M H I L L W P B

Project: ISD Project A12-SEA-01, A&E Services for PortMiami Cruise Terminals ("Project")

Project Understanding
The project consists of a LEED New Construction for new cruise terminal for Bimini Superfast. TO be minimum LEED Silver

Scope of Services

1) The Spinnaker Group will serve as the conduit and 'Point of Contact' for coordinating, organizing and assisting in the implementation of LEED criteria.

2) The Spinnaker Group will organize and facilitate LEED charrettes in collaboration with client.

   This includes:
   a) Facilitate the charrettes in concert with owner
   b) Moderate meeting
   c) Develop and route minutes
   d) Track assignments

3) Track and report status and activity of LEED credits.

4) Develop comprehensive LEED Plan to detail the credits being targeted, the credit requirements, the strategies to meet the credit requirements, the action steps required and the responsible party

5) Registration with the Green Building Certification Institute. (GBCI)

6) Develop a LEED Schedule

7) Provide consultation to the project's major systems design teams regarding:

   a) Design
   b) Method
   c) Materials
   d) Additional Expertise

8) If requested, provide LEED design narrative for review by City, County and other entities for permitting of project. Attend municipal meetings as needed.

9) Development, coordination and tracking of LEED action items with the design teams throughout all Phases using the LEED Plan.

10) Conduct materials and systems research for LEED credits

11) Assist responsible parties in LEED calculations for Site, Water, Material, and IEQ Credits

12) LEED credit interpretation reviews and/or submissions to the GBCI

13) Assist in the development and /or review of LEED specific specification language for materials, equipment, submittal procedures, Construction Waste Management, and Construction Indoor Air Quality Management

14) Train contractor and subcontractors on LEED requirements and LEED record keeping

15) Assist Contractor in sourcing of materials to meet LEED requirements

16) Facilitate, moderate and coordinate LEED and related meetings as necessary throughout the construction phase.

17) Review of Contractor submittals for LEED compliance/Tracking of LEED credits.

18) Responsible for coordinating the assembly of the LEED Documentation submission

19) Coordinate the appeal of denied credits if required.

20) Energy Modeling per LEED and ASHRAE 90.1 guidelines

FEE

The cost for the above services is **$31,500.00**

BILLING

- Billing monthly on a percent of completion basis using the submitted schedule of values.
- Payment terms - net 30 days.

Costs not included within this proposal:

- Expenses and fees related to LEED registration and certification.
  - LEED certification fees (Effective Jan 7, 2010)
    - Currently $.045 per sq. ft. members / $.055 per sq ft non-members with a minimum of $2,250.00. and a maximum of $22,500.00
  - Registration fees (Effective March, 2010)
    - $900. For members / $1200 for non-members.
  - Appeal Fees (if Required)
  - Credit Interpretation fees (If Required)
- Daylight Modeling
- Irrigation System Baseline Modeling

- Travel – Spinnakers Weston office will be used as point of origin for travel. The following rates will apply for travel outside of the South Florida Metro region
    - Mileage at $.75/mile

These fees are exclusive of reimbursable expenses at 1.1 times direct cost. Reimbursable expenses include plotting and printing (except as required for in-house coordination), photography, courier services, shipping and express mail.

LIABILITY FOR LEED CERTIFICATION AND DESIGN

To achieve certification under the LEED Green Building Rating System, the USGBC, an independent nonprofit organization of which Consultant and various of its subconsultants may be members or board members but over which Consultant and its subconsultants have no authority or control, must determine that the Project has met certain prerequisites, credits and/or performance benchmarks upon building or project completion. Such LEED certification processes and procedures are determined by the USGBC, are not within the Consultant's control, and may be subject to change and may not be uniformly applied.

While Consultant desires that the Project achieve Client's LEED Objectives, actual certification by the independent, third-party USGBC occurs only *after* Project substantial completion. Therefore, Consultant cannot and does not make any assurance, representation or warranty that LEED certification under any program, or any particular level of LEED certification (Certified, Silver, Gold or Platinum), will be granted for all or any portion of the Project and nothing contained herein shall constitute a guarantee, representation, or warranty, express or implied, that any such certification will in fact be obtained. Consultant specifically disclaims any implied warranty or representation regarding achievement of LEED certification.

According to the USGBC, buildings that obtain certification under the LEED Green Building Rating System™ offer the potential benefits of increased energy efficiency, decreased water consumption, and enhanced indoor air quality, among other benefits. While the Consultant hopes that Owner, occupants, guests and invitees of the Project will enjoy such benefits if LEED certification is in fact granted by the USGBC for all or a portion of the Project, Consultant cannot and does not make any guarantee, representation, or warranty, express or implied, that any such benefits will in fact accrue. The conferring of LEED certification by the USGBC is as of a date certain and may be predicated on certain assumptions, estimates, energy modeling and other studies conducted by the Consultant or subconsultants during the design and development process but nothing herein should be construed as a representation or warranty by Consultant that the Project will in fact perform at the levels indicated in any such assumptions, estimates, models or studies or that the levels of energy and water efficiency or indoor air quality that may in fact exist at the commencement of the operation of the Project will remain unchanged. Client should not rely upon any stated aspirational goals of the Consultant regarding LEED certification or performance or any marketing or promotional materials provided by the Consultant that may recite third party or anecdotal claims regarding the efficiencies or benefits that are purportedly accruing to the owners or occupants of LEED certified buildings. Any such promotional or third party materials provided by Consultant, including presentation materials by the USGBC, articles, reports and the like, are for general information purposes only and none of the materials or statements or claims therein are endorsed by Consultant.

The Consultant shall not have any responsibility for the design of the Project, and shall only be responsible for consulting services in the effort to obtain LEED certification for the Project as specifically set forth herein. The Client has contracted, or will contract, with an architect and other design and engineering professionals for the overall design of the Project, and the Consultant has no liability for those designs, specifications and drawings. The Consultant shall not be responsible for

any errors or omissions on the architect's or other design and engineering professionals' drawings, or any claims or disputes arising there from.

INDEMNIFICATION

The Client shall indemnify, defend and hold harmless the Consultant, its officers, agents, employees, representatives and any affiliated or related entities, against any and all suits, actions, proceedings, claims, losses, liabilities, damages, costs and expenses, including but not limited to court costs, litigation expenses and reasonable attorneys' fees, that are alleged to have occurred in whole or in part as a result of or due to the negligence or willful misconduct of the Client, its agents, consultants, employees or representatives. The obligation of the Client to indemnify the Consultant shall survive the termination or full performance of this Agreement.

The Consultant shall indemnify, defend and hold harmless the Client, its officers, agents, employees, representatives and any affiliated or related entities, against any and all suits, actions, proceedings, claims, losses, liabilities, damages, costs and expenses, including but not limited to court costs, litigation expenses and reasonable attorneys' fees, that are alleged to have occurred in whole or in part as a result of or due to the negligence or willful misconduct of the Consultant, its agents, consultants, employees or representatives. The obligation of the Consultant to indemnify the Client shall survive the termination or full performance of this Agreement. .

MISCELLANEOUS PROVISIONS

No provision of the Agreement shall be deemed to have been waived by Consultant, either expressly, impliedly or by course of conduct, unless such waiver is in writing and signed by Consultant, which waiver will apply only to the matter described in the writing and not to any subsequent rights of Consultant.

This Agreement represents the entire and integrated agreement between the Client and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and Consultant.

This Agreement shall be construed, interpreted, enforced and governed by the law of the State of Florida. Venue for disputes shall be a Court of proper jurisdiction in Broward County, Florida. Both parties waive any argument that this forum is inconvenient. In the event any term or provision of the Agreement is determined by an applicable judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of the Agreement stall be construed to be in full force and effect.

The Client and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Client nor the Consultant shall assign this Agreement without the written consent of the other.

Unless otherwise required in this Agreement, the Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

The Consultant shall have the right to include photographic or artistic representations of the design of the Project among the Consultant's promotional and professional materials. The Consultant shall be given reasonable access to the completed Project to make such representations. The Client shall provide professional credit for the Consultant in the Client's promotional materials for the Project.

DISPUTE RESOLUTION

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation prior to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Consultant shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the laws of the country or stat in which the Project is located. Request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

TERMINATION OR SUSPENSION

If the Client fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. If the Consultant elects to suspend services, the Consultant shall give seven days' written notice to the Client before suspending services. In the event of a suspension of services, the Consultant shall have no liability to the Client for delay or damage caused the Client because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

If the Client suspends the Project for more than 120 cumulative days for reasons other than the fault of the Consultant, the Consultant may terminate this Agreement by giving not less than seven days' written notice.

If the Client suspends the Project, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses. Termination Expenses are in addition to compensation for the Consultant's services and include expenses directly attributable to termination for which the Consultant is not otherwise compensated, plus an amount for the Consultant's anticipated profit on the value of the services not performed by the Consultant.

If our proposal is acceptable, your signature below will confirm our authorization to proceed. Retain one copy and return one copy to The Spinnaker Group, Inc. at the address on page 1 of this proposal. This authorization constitutes your commitment to pay the fee and reimbursable expenses, and represents that approval has been received by your firm from the client. We appreciate your consideration of TSG and the opportunity to assist your team for this and future projects. Please give us a call with any questions or comments.

We look forward to your favorable selection of TSG and the opportunity to assist your team for this and future projects. Please give me a call with any questions or comments

For The Spinnaker Group	For Client
Signature	Signature
Name (Print)	Name (Print)
Rob Hink LEED AP	
Title	Title
Vice President	
Date	Date
1/10/2014	

Spinnaker Group
501 Spinnaker
Weston, FL 33326
954-347-0967

Project: Project Name Port of Miami Terminal H pricing for LEED Certification, Commissioning and Energy Modeling 1/9/14

Fee Worksheet	Principal VSH	Sr VP RH	Sr CX Agent	LEED PM	Energy Modeler	Clerical	Phase
	$110.00	$171.00	$120.00	$125.00	$120.00	$69.96	Total
Schematic Design	4	8	7	32	32	3	86
Charrette, LEED Plan,	$440.00	$1,368.00	$840.00	$4,000.00	$3,840.00	$209.87	$10,697.87
LEED Online							
BOD OPR							
50% Construction Doc's	2	6	28	30	32	1	99
Devlpmnt of Specifications	$220.00	$1,026.00	$3,360.00	$3,750.00	$3,840.00	$69.96	$12,265.96
& Document Revisions							
CX Design Review							
100% Construction Doc's	2	6	8	42	7	3	68
LEED Design Submittal	$220.00	$1,026.00	$960.00	$5,250.00	$840.00	$209.87	$8,505.87
Cx Back Check							
Bidding/Permitt'g	0	0	4	4	4	0	12
	$0.00	$0.00	$480.00	$500.00	$480.00	$0.00	$1,460.00
Construction Administration	4	20	130	42	0	15	211
Wkly site visits & reports/	$440.00	$3,420.00	$15,600.00	$5,250.00	$0.00	$1,049.33	$25,759.33
RFIs/punch list/closeout							
LEED Contractor Charrete							
Review Submittals							
LEED Const. Submittal							
CX Plan							
CX Kickoff							
Develop PFT and FT							
Observe PFT							
Observe T&B							
Observe FT							
CX Training							
POE							
CX Report							
CX Systems Manual							
Total Hours	12	40	177	150	75	22	476
Total Costs	$1,320.00	$6,840.00	$21,240.00	$18,750.00	$9,000.00	$1,539.01	$58,689
						Check sum	$58,689

155

ROSENBERG
GARDNER
DESIGN
LANDSCAPE ARCHITECTURE / LAND PLANNING
17670 NW 78th AVE., Suite 214, MIAMI, FLORIDA, 33015
PHONE: 305-362-1016, FAX: 305-362-1019, CORPORATE #: LC0000258
www.ROSENBERGGARDNER.com

October 21, 2013

J. Casey Long, PE NSPE
CH2M Hill
3001 PGA Blvd, Suite 300
Palm Beach Gardens, Florida 33410

RE: PortMiami Cruise Terminals

Dear Mr. Long,

We appreciate being invited to participate in the design of your project located at xxxxx, FL.

I. SCOPE OF SERVICES

Rosenberg Gardner Design (RGD) shall provide the following landscape architectural services for your project:

1) RGD will prepare the following Contract Documents:
   a. Existing Tree Disposition Plan showing existing trees and denoting if they are to remain, be removed or relocated.
   b. Planting Plan sufficient in detail for bidding and installation by qualified contractors.
   c. Irrigation Plan sufficient in detail for bidding and installation by qualified contractors.
2) RGD will attend up to three (3) meetings during the design phase. Attendance at additional meetings will be billed hourly, recorded portal to portal.
3) RGD will prepare plans on a base Site Plan provided by **CH2M Hill.** Any changes to RGD plans required by changes to the Site Plan shall be billed hourly. Any changes to RGD plans required as a result of comments concerning our design by Review Boards or government staff shall be made at no additional cost.
4) Contract Administration will include preparing responses to RFI's, shop drawing approvals, review of pay requests and attendance at necessary periodic visits and/or coordination meetings with the Architect/Engineer, Contractor or Owner. RGD shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work and shall not be responsible for construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the work, and shall not be responsible for any Contractor's failure to carry out the work in accordance with the Contract Documents.

II. CLIENT'S RESPONSIBILITIES

The Client shall provide any required site surveys, as-built drawings, soil tests, as well as architectural and engineering services as required.

RGD will prepare any necessary documents necessary to receive permits. **RGD will not be responsible to submit the plans through the governing agencies.**

ROSENBERG GARDNER DESIGN
LANDSCAPE ARCHITECTURE / LAND PLANNING
17670 NW 78th AVE., Suite 214, MIAMI, FLORIDA, 33015
PHONE: 305-362-1016, FAX: 305-362-1019, CORPORATE #: LC0000266
www.ROSENBERGGARDNER.com

III. FEES

1) The fee shall be $ 7,350 payable as follows:

$ 750	-	upon completion of the Preliminary Review and Field Investigation Phase drawings
$ 1,650	-	upon submission of the Basis of Design Report
$ 1,250	-	upon submission of 30% Construction Document drawings
$ 900	-	upon submission of 60% Construction Document drawings
$ 900	-	upon submission of 90% Construction Document drawings
$ 250	-	upon submission of Bid Set/Final Construction Document drawings
$ 300	-	upon completion of the Permitting Phase
$ 100	-	upon completion of the Bidding and Award Phase
$ 1,250	-	for Contract Administration (to be paid in equal monthly payments)

2) Hourly rates are as follows (time recorded portal to portal):

$150/hr for Principal Landscape Architect
$120/hr for Project Manager
$ 85/hr for Landscape Designer
$ 50/hr for Staff

3) RGD will include five (5) sets of the plans at each submittal phase. Any additional prints shall be printed at the following unit costs:
   - $ .10 each for 11x17 sheets
   - $2.00 each for D size sheets (24"x36")
   - $ 2.50 each for E size sheets (30"x42").
   - In-house coordination prints shall not be submitted for reimbursement.

4) **ALL ACCOUNTS ARE DUE AND PAYABLE IN FULL UPON SUBMISSION OF INVOICE TO CLIENT.**

5) A Late Payment Charge of 1.5% per month will be added to all invoices past due.

6) If it becomes necessary incur collection fees and/or employ the services of an attorney to collect debt, then such fees shall be paid by the client.

IV. ADDITIONAL SERVICES

1) Any revisions to our drawings, specifications or other documents required as a result of changes to base plans or other information or instructions provided to RGD from the Client or his Architect or Engineer, shall be billed on an hourly basis at our current hourly rates. Any additional services requested by the Client shall also be billed on an hourly basis.

2) When RGD is contracted to prepare plans for the layout and design of roof top hardscape amenities, plantings and irrigation, the Client shall provide the services of a structural engineer. RGD shall rely upon the advice of the engineer for information as to the roof structure's weight bearing capacity, roof drainage, waterproofing systems, etc. RGD shall not be responsible for the preparation of structural, mechanical or electrical construction plans for the roof top areas. RGD is not responsible for any

ROSENBERG GARDNER DESIGN
LANDSCAPE ARCHITECTURE / LAND PLANNING
17670 NW 78th AVE., Suite 214, MIAMI, FLORIDA, 33015
PHONE: 305-362-1016, FAX: 305-362-1019, CORPORATE #: LC0000266
www.ROSENBERGGARDNER.com

construction operations during installation of elements designed by RGD that damage the structure, waterproofing or clog drains.

3) When RGD is contracted to prepare plans for projects that are attempting to achieve LEED credentialing, RGD will make calculations, specify qualifying materials and make recommendations necessary to apply for any points relating to RGD's disciplines. RGD makes no guarantee that these points will be granted.

V. TERMINATION

This agreement may be terminated by either party upon seven (7) days written notice. In the event of termination, RGD shall be paid its compensation for service performed to the termination date including reimbursable expenses then due. The client may not, at any time, use or allow the use of any work which is either incomplete in any respect, or is not fully paid for, even if complete.

The persons executing this agreement warrant and represent that they are authorized to enter into this Agreement on behalf of the person or entity for whom they are signing.

We look forward to being of service to you.

This agreement is executed this _____day of _____2013.

ROSENBERG GARDNER DESIGN

By: _____
Ken Gardner For the Firm

Client: _____
Signature

_____
Name & Title Printed

ATTACHMENT "B"

CH2M HILL, INC.'S COMMITMENT LETTER DATED

FEBRUARY 01, 2014

CH2M HILL
22 Cortland St, 31st Fl
New York, NY 10007
Tel: 212.608.3990
Fax: 212-566-5059

February 1, 2014

Miami-Dade County
111 NW 1st Street
Suite 2340
Miami, FL 33128

Subject: Contract No. A12-SEA-01 / Project No. 2013-001

CH2M HILL appreciates the opportunity to clarify the accountability and reporting structure for Contract No. A12-SEA-01/Project No. 2013-001: Architectural and Engineering Services for PortMiami Cruise Terminals. Accountability for this project rests primarily in the Ports and Maritime Group, a subset of CH2M HILL's Transportation Market. The first and direct line of responsibility is held by our Project Manager, Casey Long. Casey will work under CH2M HILL's principal for this contract and Regional Port Leader, Todd Stockberger. Todd serves as a member of the Global Ports and Maritime Leadership Team with responsibility for the ports related operations in the eastern United States. The Global Ports and Maritime Group is led by me, Patrick King.

As requested in your correspondence with Casey Long, and based on the findings of the Responsibility Review held on October 17, 2013, please accept this letter as formal confirmation that Michael McKelvy will not have any management or oversight responsibilities on behalf of CH2M HILL for the referenced contract.

CH2M HILL looks forward to serving you on this contract and future projects.

Sincerely,

CH2M HILL

Patrick King
Vice President
Director, Ports and Maritime Group
P: 646-253-8625/email: pking@ch2m.com

COPYRIGHT 2014 BY CH2M HILL, INC. • COMPANY CONFIDENTIAL

Professional Services Agreement Amendment No. 1

This Amendment No. 1, to the Professional Services Agreement (Contract No. A12-SEA-01 ("Contract")) is hereby entered into by CH2M Hill, Inc. ("Consultant") and Miami-Dade County ("County") (collectively the "Parties") this ___ day of _____, 2014.

WHEREAS, the Parties seek to amend Section XVIII – Duration of Agreement ("Section XVIII"), of the Contract to require the approval of the Board of County Commissioners for the exercise of the renewal provisions of the Contract; and

WHEREAS, the Parties agrees to comply with the amended Section XVIII of the Contract set forth below.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and Consultant agrees as follows:

1. Paragraph 1 of Section XVIII of the Contract is hereby deleted and replaced to read as follows:

   "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 Board of County Commissioners, 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."

By execution of this Amendment through a duly authorized representative, the Parties agree to the above modification of the Contract.

Accepted and Agreed to by:

ATTEST _____

By: _____
Asst Corporate Secretary

CH2M HILL, INC.

By: _____
Title: ~~Senior~~ Vice President
Business

(Corporate Seal)

ATTEST: _____

HARVEY RUVIN, CLERK OF THE BOARD

By: _____

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

By: _____
Mayor

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