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

Memorandum

MIAMI-DADE COUNTY

Date: May 5, 2015

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

Agenda Item No. 8(J)(1)

From: Carlos A. Gimenez
County Mayor

Subject: Contract Award Recommendation for Management Financial Consulting and Bond Engineering Services - Project No.: S2013-043; Contract No.: E14-SEA-01R, to ARCADIS U.S., Inc.

Resolution No. R-404-15

Recommendation

This Recommendation for Award for Professional Services Agreement Contract Number E14-SEA-01R between ARCADIS U.S., Inc. and Miami-Dade County has been prepared by PortMiami, and is recommended for approval for a total contract amount not to exceed $3,300,000.00, inclusive of a contingency allowance amount of $300,000.00.

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:

Authority to exercise the time extension and contingency options limited to ten percent of the contract term and amount.
Authority to exercise the cancellation provisions in the contract.
Section IX of the PSA stipulates that any and all disputes shall be decided by the Director of PortMiami.
Authority to exercise all other provisions contained in the contract.

Scope

PROJECT NAME:	Management Financial Consulting and Bond Engineering Services
PROJECT NO:	S2013-043
CONTRACT NO:	E14-SEA-01R
PROJECT DESCRIPTION:	The Consultant shall provide professional services, which includes, but shall not be limited to: bond engineering services, value analysis studies (in accordance with Section 2-10.4 of the County Code), management financial consulting services, and any supportive tasks ancillary to the primary scope of services. For additional details, please refer to the Scope of Work outlined in Section II – Professional Services of the Professional Services Agreement.
PROJECT LOCATION:	PortMiami

PROJECT SITES:	SITE #	LOCATION 1	DIST	ESTIMATE	T-S-R
	#76701	Seaport Non-Capital Project	30	$3,300,000.00	0-0-0

PRIMARY COMMISSION DISTRICT: District 5 Bruno A. Barreiro

APPROVAL PATH: Board of County Commissioners

ISD A&E PROJECT NUMBER: E14-SEA-01R

USING DEPARTMENT: PortMiami

MANAGING DEPARTMENT: PortMiami

Fiscal Impact / Funding Source

FUNDING SOURCE:	SOURCE	PROJECT NUM	SITE #	AMOUNT
	Seaport Revenues	N/A	N/A	$3,300,000.00

Pursuant to Master Bond Ordinance No. 88-66, from operations revenues; various. The cost of services will be charged to the various projects requiring professional services. The funding source will be established at the time the work order is issued. These funds are budgeted by the Department in the individual project.

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

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

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

PTP FUNDING: No

GOB FUNDING: No

ARRA FUNDING: No

CAPITAL BUDGET PROJECTS:	CAPITAL BUDGET PROJECT # - DESCRIPTION	AWARD ESTIMATE
	999999999- Non Capital Project Book Page: N/A Funding Year: 2014-2015 (Seaport Revenues)	$343,750.00

CAPITAL BUDGET PROJECT # - DESCRIPTION	AWARD ESTIMATE
999999999- Non Capital Project Book Page: N/A Funding Year: 2015-2016 (Seaport Revenues)	$825,000.00
999999999- Non Capital Project Book Page: N/A Funding Year: 2016-2017 (Seaport Revenues)	$825,000.00
999999999- Non Capital Project Book Page: N/A Funding Year: 2017-2018 (Seaport Revenues)	$825,000.00
999999999- Non Capital Project Book Page: N/A Funding Year: 2018-2019 (Seaport Revenues)	$481,250.00
CAPITAL BUDGET PROJECTS TOTAL:	$3,300,000.00

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:

TYPE	CODE	DESCRIPTION
Prime	5.01	PORT AND WATERWAY SYSTEMS – ENGINEERING DESIGN
Prime	14.00	ARCHITECTURE
Other	3.12	HIGHWAY SYSTEMS – UNDERWATER ENGINEERING INSPECTION
Other	5.02	PORT AND WATERWAY SYSTEMS – ARCHITECTURAL DESIGN
Other	11.00	GENERAL STRUCTURAL ENGINEERING
Other	13.00	GENERAL ELECTRICAL ENGINEERING
Other	16.00	GENERAL CIVIL ENGINEERING
Other	19.05	VALUE ANALYSIS AND LIFE-CYCLE COSTING - PORT AND WATERWAY SYSTEMS

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

Did the Notice to Professional Consultants contain Specific Language requiring compliance with the Sustainable Buildings Program?
Not Applicable

NTPC'S DOWNLOADED: 56

PROPOSALS RECEIVED: 1

TOTAL CONTRACT PERIOD:	1460 Days. Excludes Warranty Administration Period The contract period consists of four (4) years for professional services requested during the initial term, or until the money is depleted, whichever comes first.
CONTINGENCY PERIOD:	146 Days. Based on the four (4) year term of the contract.
IG FEE INCLUDED IN BASE CONTRACT:	Yes
ART IN PUBLIC PLACES:	No
BASE ESTIMATE:	$3,000,000.00
BASE CONTRACT AMOUNT:	$3,000,000.00

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

TYPE	PERCENT	AMOUNT	COMMENT
PSA	10%	$300,000.00	

TOTAL DEDICATED ALLOWANCE:	$0.00
TOTAL AMOUNT:	$3,300,000.00

Track Record / Monitor

SBD HISTORY OF VIOLATIONS:	None

EXPLANATION:

A Notice to Professional Consultants (NTPC) was advertised on October 02, 2014. One proposal was submitted on October 22, 2014. Due to the receipt of only one proposal, the bid submittal deadline was extended to October 29, 2014; however, no additional proposals were received. The sole respondent, ARCADIS U.S., Inc. (ARCADIS) was found in compliance with the Technical Certification requirements established for this solicitation.

The Competitive Selection Committee (CSC) appointed by the County Mayor conducted a First Tier Meeting on December 16, 2014, to evaluate the proposal received. The firm was 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 only one proposal was received; however, the sole respondent is a local firm; therefore, the final ranking was based on total ordinal scores. The final ordinal ranking for ARCADIS is 3 points.

Based on the CSC's professional expertise, the information provided in the proposal was deemed sufficient to determine the qualifications of the team.

As a result of said determination, and by a majority vote, the CSC decided to forego Second-Tier proceedings and recommended that negotiations be conducted with ARCADIS.

Subsequently, ARCADIS was found in compliance with the Small Business Enterprise-Architectural and Engineering requirements established for this solicitation. The County Mayor's Designee, Director of the Internal Services Department (ISD), concurred with the CSC and on January 23, 2015, the first negotiation meeting was held. After only one negotiation, the Negotiation Committee arrived at a schedule of rates that was fair and reasonable to provide management financial consulting and bond engineering services.

Pursuant to Resolution R-187-12, and in accordance with ISD's Procurement Guidelines, PortMiami staff exercised due diligence to determine Consultant responsibility for ARCADIS. The lists that were referenced included, but were not limited to: convicted vendors, debarred vendors, delinquent contractors, suspended vendors and federal excluded parties. There were no adverse findings relating to the Consultant's responsibility. In addition, PortMiami staff compiled information regarding ARCADIS' prior experience with the County. There are twenty-six (26) evaluations on record in the Capital Improvements Information System for ARCADIS with an outstanding rating of 4.0 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 $3,300,000.00 to ARCADIS U.S., Inc.

SUBMITTAL DATE:	10/29/2014
ESTIMATED NOTICE TO PROCEED:	05/11/2015
PRIME CONSULTANT:	ARCADIS U.S., Inc.
COMPANY PRINCIPAL:	Raul Torres, PE
COMPANY QUALIFIERS:	Leah Richter
COMPANY EMAIL ADDRESS:	Leah.Richter@arcadis-us.com
COMPANY STREET ADDRESS:	2332 Galiano Street, Second Floor
COMPANY CITY-STATE-ZIP:	Coral Gables, FL 33134
YEARS IN BUSINESS:	17
PREVIOUS EXPERIENCE WITH COUNTY IN THE LAST	According to the Firm History Report, as provided by the Division of Small Business Development, within the last five (5) years, ARCADIS U.S., Inc. has held three (3) Contracts, two (2) through the Equitable Distribution

FIVE YEARS: Program, with a total value of $3,771,600.00.

SUB-CONSULTANTS: Arcadis NV
Architects International, Inc.
G.M. Selby, Inc.
John C. Martin Associates, LLC

MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS: Yes

1. The Prime and/or sub-consultant performing Technical Certification Category 3.12 Underwater Engineering Inspection shall have demonstrated performance of these services on at least 3 deepwater bulkheads over the past 7 years. Deep water bulkheads are composed of steel sheet pile/king pile combination with a concrete cap and an alongside water depth of at least 25 ft.

2. The Prime Consultant must have experience performing bond consulting services for comparable sized or larger revenue generating government entities.

3. Experience performing transportation asset valuation and revenue bond consulting services for comparable sized or larger revenue generating government entities is highly preferred (applies to the prime).

4. PortMiami debt issued in FY2013 and FY2014 is in excess of $580 million and future debt issued over the term of the agreement is planned. Prime and/or sub-consultants providing management financial consulting services, as outlined in Section 3 of the Scope of Work, require familiarity and a minimum of 10 years' experience with debt issuances in excess of $100 million on which PortMiami can rely, including, but not limited to:

- Bond markets
- Credit rating agencies
- Drivers of credit ratings and strategies to sustain credit rating levels
- Securities Exchange Commission provisions for municipal debt under the Dodd-Frank Act
- $100 million plus debt issuances
- Review and insight into the generation of public offering statements (POS)
- Interaction with bond counsel, disclosure counsel and the legal profession
- Letter of credit and variable rate instruments
- Funding strategies

5. Within sixty days from Notice to Proceed, the Consultant must demonstrate ability to submit a draft report, meeting the requirements of Bond Ordinance No. 88-66, for review by the County to facilitate Fiscal 2014 needs. The draft report must meet the requirements as outlined in Bond Ordinance No. 88-66, and other requirements that may be provided from PortMiami's registered municipal advisor.

6. Prime and/or sub-consultants with a current agreement or an open Work/Service Order with the County for design and/or construction

management services for PortMiami will not be considered for award of a PSA under ISD Project No. E14-SEA-01R.

7. In addition, firms currently in negotiations for design projects at PortMiami, and/or any team on which such firm is a proposed prime or sub-consultant, are precluded from responding to the NTPC for ISD Project No. E14-SEA-01R, unless that firm withdraws in writing, from negotiations, including withdrawal of the firm's proposal that led to negotiations. Firms and any team on which such firm is a proposed prime or sub-consultant will be found non-responsive if that firm submits a proposal in response to the NTPC for ISD Project No. E14-SEA-01R and fails to withdraw from negotiations for a design project at PortMiami, as outlined above.

8. Finally, the prime consultant and/or sub-consultants selected for award of a PSA under ISD Project No. E14-SEA-01R will not be considered for any design projects for PortMiami advertised during the effective term of this Agreement.

REVIEW COMMITTEE: **MEETING DATE:** 08/01/2014 **SIGNOFF DATE:** 08/08/2014

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

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:

TYPE	GOAL	ESTIMATED VALUE	COMMENT
SBE-A&E	6.00%	$198,000.00	
SBE-G&S	0.00%	$0.00	No Measure
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: PortMiami must conduct inspections of its facilities over a three-year period pursuant to Master Bond Ordinance No. 88-66. In addition, PortMiami requires management financial consulting services to assist in the pursuit of funding for capital improvement projects.

BUDGET APPROVAL FUNDS AVAILABLE: _____ **OMB DIRECTOR** 2/24/15 **DATE**

APPROVED AS TO LEGAL SUFFICIENCY: _____ **COUNTY ATTORNEY** 2/24/15 **DATE**

_____ **DEPUTY MAYOR** 2/26/15 **DATE**

CLERK DATE _____ **DATE**

MIAMI-DADE COUNTY

MEMORANDUM

DATE: December 18, 2014

TO: Miriam Singer, Assistant Director
Internal Services Department

FROM: Gary Hartfield, Division Director
Internal Services Department
Small Business Development

SUBJECT: Compliance Review
Project No. **E14-SEA-01R**
Management Financial Consulting and Bond Engineering Services

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Small Business Development (SBD), a Division of the Internal Services Department, has completed its review of the subject project for compliance with the Small Business Enterprise-Architectural & Engineering (SBE-A&E), formerly the Community Business Enterprise (CBE-A/E) Program. The contract measure established for this project is a **6% SBE-A&E** sub-consultant goal.

The Professional Services Division of the Internal Services Department submitted a proposal from Arcadis U.S., Inc. #1. Following is the pre-award compliance status and summary.

STATUS:

1. Arcadis U.S., Inc. #1 Compliant

SUMMARY:

Arcadis U.S., Inc. #1 submitted the required Letters of Agreement (LOA) listing certified SBE-A&E (sub-consultant) firms G.M. Selby, Inc. to perform Highway Systems-Underwater Engineering Inspection, General Structural Engineering, General Electrical Engineering, General Civil Engineering, and Value Analysis/Life-Cycle Costing-Port & Waterway 10% and Architects International, Inc. to perform Port & Waterway Systems-Engineering Design, Port & Waterway Systems-Architectural Design, General Structural Engineering, and Architecture, also at 10%. Arcadis U.S., Inc. is in compliance with the requirements of the SBE-A/E program.

SBD have verified that the aforementioned firm is not listed on the Goal Deficit Make-Up Report as of December 1, 2014. Additionally, a review of the History of Violations Report as of December 12, 2014 confirms that the aforementioned firm has no open violations.

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

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

GH: vow

C: Amelia M. Cordova-Jimenez, PM-ISD
Traci Adams-Parish, SBD-ISD
File

Small Business Development Division

Project Worksheet

Project/Contract Title: MANAGEMENT FINANCIAL CONSULTING AND BOND ENGINEERING SERVICES

Received Date: 08/01/2014

Project/Contract No: E14-SEA-01R

Funding Source: SEAPORT REVENUES

Department: SEAPORT

Resubmittal Date(s):

Estimated Cost of Project/Bid: $3,300,000.00

Description of Project/Bid: The Consultant shall provide professional services, to include, but shall not be limited to: bond engineering services, value analysis studies [in accordance with Section 2-10.4 of the Miami-Dade County (County) Code], management financial consulting services, and any supportive tasks ancillary to the primary scope of services.

Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	CBE	6.00%
No Measure	SBE	

Reasons for Recommendation

This project meets all the criteria set forth in the I.O. # 3-32, Section V and I.O. # 3-41.
A Tier 2 Set-Aside was considered, however, due to the insufficient availability of CBE firms certified in both 5.01 and 14.00, (only one certified in both) as required for the prime, this set-aside was unattainable. The maximum sub-consultant goal of 6% was unattainable, for the following reasons:

- 49% of the scope of services was identified for the prime (in 5.01 & 14.00)
- 40% of the scope of services was identified as non-technical; i.e. "Management Financial Consulting Services"

3.12 Highway System-Underwater Inspection Services accounts for 4% of the scopes of services (No CBE firms are certified in this Technical Category).
SBE firms certified in Commodity Codes related to "Management Financial Consulting Services" were polled, along with the complex specialized requirements; an insufficient availability of SBE firms meeting all the requirements supports the "SBE No Measure".

Commodity Code: 91804-Accounting/Auditing/Budget Consulting; 91837-Economy Consulting; 91875-Management Consulting
Technical Category: 0312-Highway Systems-Underwater Engineering Inspection; 0501-Port & Waterway Systems-Engineering Design; 0502-Port & Waterway Systems-Architectural Design; 1100-General Structural Engineering; 1200-General Mechanical Engineering; 1300-General Electrical Engineering; 1400-Architecture; 1600-General Civil Engineering; 1905-Value Analysis/Life-Cycle Costing-Port & Waterway

Small Business Contract Measure Recommendation

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
	CBE	$198,000.00	6.00%	
	SBE			
	Total	$198,000.00	6.00%	

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.

Small Business Development Division

Project Worksheet

Project/Contract Title: MANAGEMENT FINANCIAL CONSULTING AND BOND ENGINEERING SERVICES

Received Date: 08/01/2014

Project/Contract No: E14-SEA-01R

Funding Source: SEAPORT REVENUES

Department: SEAPORT

Resubmittal Date(s):

Estimated Cost of Project/Bid: $3,300,000.00

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 _____

V. Clark for — SBD Director

8/8/14 — Date

DBDR0090 v.20130116

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MAIN SITE PAGE - Site / Location #76701 - Seaport - Non-Capital Project-Seaport - Non-Capital Project

Department: Transit

2/6/2015 5:47:44 PM

BUDGET PROJECT 999999999 - (As per 2014-15 Approved Budget)

Project Title: 999999999-

Project Desc: Test

Site Description: Seaport - Non-Capital Project

Site Comments:

Site Physical Comm Dist: Not Entered

Comm District Impacted: Select District..

Comm Council Dist: 0

Comm Council Impacted: No District

Planned Start Date: N/A

Planned End Date: N/A

Planned Duration: 0

Actual Start Date: N/A

Actual End Date: N/A

Actual Duration: 0

Project Manager Name: Select Project Manager..

Phone:

EMail:

Status Date:

Site Status: On Schedule

Funding Department: MT

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	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:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
CIIS Proposed MS:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00

SITE #76701 CAPITAL BUDGET LINK:

Proj No	Site	Add Date	Add Userid	OMB MS	OMB Rev	CIIS Proposed MS	CIIS Proposed Rev
#999999999	#76701	12/20/2010	anaw	0$	0$	0$	0$

UPDATE

NON MCC CONTRACTS | SITE SCHEDULE REPORT 20

CIIS Proposed MILESTONE UPDATE | CIIS Proposed REVENUE UPDATE

Milestone Dates

Link Site To GIS

EXIT

Go To BUDGET Main Menu

Current Contracts for Site #76701

Dept	Contract No	Type	Desc	Contract Status	Estimate	NTP Date	Award
PW	20100715	7040	Seaport - Non-Capital Project	On Schedule	$308,203.54	7/14/2011	$259,929.90

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SP	2008-122.11	7040	Seaport - Non-Capital Project	Complete	$36,000.00	10/11/2011	$39,500.00
SP	2010-032.03	7040	Seaport - Non-Capital Project	Work Complete, Pending Close-Out	$130,509.00	2/26/2013	$942,193.89
SP	2013-044.01A	7040	Seaport - Non-Capital Project	Complete	$250,000.00	8/23/2013	$214,775.00
SP	2013-044.02	7040	Seaport - Non-Capital Project	Complete	$63,160.00	9/23/2013	$97,750.00
SP	2013-051.02	7040	Seaport - Non-Capital Project	Complete	$67,688.00	10/24/2013	$54,971.16
SP	2013-051.04	7040	Seaport - Non-Capital Project	On Schedule	$113,145.00	6/10/2014	$134,000.00
SP	2013-051.05	7040	Seaport - Non-Capital Project	Closed	$51,425.00	3/25/2014	$48,110.00
SP	2013-051.06	7040	Seaport - Non-Capital Project	On Schedule	$202,875.00	6/9/2014	$210,704.00
SP	M2010-030.01	7040	Seaport - Non-Capital Project	Closed	$165,000.00	1/30/2012	$98,680.00
SP	M2011-013	7040	Seaport - Non-Capital Project	Closed	$10,001.00	7/11/2011	$10,000.00
SP	M2011-015	7040	Seaport - Non-Capital Project	Closed	$2,650.00	1/10/2011	$2,650.00
SP	M2011-020.01	7040	Seaport - Non-Capital Project	Closed	$10,500.00	7/19/2011	$17,700.00
SP	M2011-025	7040	Seaport - Non-Capital Project	Closed	$85,500.00	6/15/2011	$78,000.00
SP	M2011-031	7040	Seaport - Non-Capital Project	Closed	$300.00	5/12/2011	$250.00
SP	M2011-034	7040	Seaport - Non-Capital Project	Closed	$1,200.00	6/15/2011	$1,200.00
SP	M2011-036	7040	Seaport - Non-Capital Project	Closed	$25,000.00	7/12/2011	$14,914.03
SP	M2011-039	7040	Seaport - Non-Capital Project	Complete	$5,000.00	2/14/2012	$4,263.00
SP	M2011-041	7040	Seaport - Non-Capital Project	Closed	$2,100.00	10/3/2011	$2,100.00
SP	M2011-042	7040	Seaport - Non-Capital Project	Closed	$13,400.00	6/28/2011	$13,400.00
SP	M2011-052	7040	Seaport - Non-Capital Project	Closed	$1,280.00	9/20/2011	$1,280.00
SP	M2011-055	7040	Seaport - Non-Capital Project	Closed	$38,000.00	11/8/2011	$22,000.00
SP	M2012-007	7040	Seaport - Non-Capital Project	On Schedule	$52,690.00	10/20/2014	$121,698.00
SP	M2012-013	7040	Seaport - Non-Capital Project	Closed	$4,950.00	12/5/2011	$4,950.00
SP	M2012-015	7040	Seaport - Non-Capital Project	Closed	$6,000.00	2/22/2012	$7,139.00

SP	M2012-016	7040	Seaport - Non-Capital Project	Closed	$4,500.00	12/20/2011	$4,280.00
SP	M2012-018	7040	Seaport - Non-Capital Project	Closed	$20,000.00	1/23/2012	$19,550.00
SP	M2012-018.01	7040	Seaport - Non-Capital Project	Closed	$112,000.00	4/20/2012	$70,000.00
SP	M2012-018.02	7040	Seaport - Non-Capital Project	Complete	$9,379.00	10/16/2012	$10,700.20
SP	M2012-018.03	7040	Seaport - Non-Capital Project	Closed	$3,940.00	1/15/2013	$3,892.00
SP	M2012-018.04	7040	Seaport - Non-Capital Project	Cancelled	$0.00		$0.00
SP	M2012-018.04-R	7040	Seaport - Non-Capital Project	Complete	$12,600.00	5/8/2014	$7,359.00
SP	M2012-021	7040	Seaport - Non-Capital Project	Complete	$9,000.00	12/28/2011	$7,210.00
SP	M2012-022	7040	Seaport - Non-Capital Project	Cancelled	$0.00		$0.00
SP	M2012-022R	7040	Seaport - Non-Capital Project	Closed	$11,931.00	4/27/2012	$10,857.00
SP	M2012-023	7040	Seaport - Non-Capital Project	Complete	$10,000.00	3/8/2012	$13,625.10
SP	M2012-024	7040	Seaport - Non-Capital Project	Cancelled	$0.00	1/24/2012	$2,415.00
SP	M2012-024-R	7040	Seaport - Non-Capital Project	Complete	$4,100.00	2/10/2012	$4,100.00
SP	M2012-025	7040	Seaport - Non-Capital Project	Cancelled	$0.00		$0.00
SP	M2012-025-R	7040	Seaport - Non-Capital Project	Closed	$28,269.00	5/16/2012	$24,140.00
SP	M2012-026	7040	Seaport - Non-Capital Project	Closed	$11,950.00	7/18/2012	$6,328.00
SP	M2012-027	7040	Seaport - Non-Capital Project	Closed	$45,620.00	6/1/2012	$64,818.00
SP	M2012-028	7040	Seaport - Non-Capital Project	Closed	$4,000.00	3/22/2012	$4,599.34
SP	M2012-029	7040	Seaport - Non-Capital Project	Complete	$7,500.00	3/14/2012	$9,750.00
SP	M2012-030	7040	Seaport - Non-Capital Project	Cancelled	$0.00		$0.00
SP	M2012-030-R	7040	Seaport - Non-Capital Project	Closed	$20,000.00	5/17/2012	$24,000.00
SP	M2012-032	7040	Seaport - Non-Capital Project	Complete	$14,437.00	4/4/2012	$14,435.50

SP	M2012-033	7040	Seaport - Non-Capital Project	Closed	$30,000.00	3/28/2012	$24,800.00
SP	M2012-033.01	7040	Seaport - Non-Capital Project	Closed	$24,750.00	9/6/2012	$11,324.00
SP	M2012-035	7040	Seaport - Non-Capital Project	Termination for Convenience	$48,000.00	5/16/2012	$35,410.00
SP	M2012-035-R	7040	Seaport - Non-Capital Project	Closed	$89,167.00	8/20/2012	$56,175.00
SP	M2012-036	7040	Seaport - Non-Capital Project	Closed	$24,000.00	8/8/2012	$16,500.00
SP	M2012-039	7040	Seaport - Non-Capital Project	Closed	$20,000.00	5/30/2012	$19,780.00
SP	M2012-040	7040	Seaport - Non-Capital Project	Complete	$40,909.00	7/9/2012	$33,448.00
SP	M2012-041	7040	Seaport - Non-Capital Project	Closed	$1,600.00	8/20/2012	$1,600.00
SP	M2012-043	7040	Seaport - Non-Capital Project	Closed	$4,500.00	9/4/2012	$8,950.00
SP	M2012-045	7040	Seaport - Non-Capital Project	Closed	$4,000.00	8/2/2012	$3,950.00
SP	M2012-046	7040	Seaport - Non-Capital Project	Cancelled	$0.00		$0.00
SP	M2012-046-R	7040	Seaport - Non-Capital Project	Closed	$2,500.00	9/11/2012	$2,713.00
SP	M2012-049	7040	Seaport - Non-Capital Project	Closed	$790.00	11/5/2012	$864.00
SP	M2012-051	7040	Seaport - Non-Capital Project	Closed	$30,000.00	10/5/2012	$29,554.00
SP	M2012-052	7040	Seaport - Non-Capital Project	Cancelled	$0.00		$0.00
SP	M2012-052.01	7040	Seaport - Non-Capital Project	Closed	$25,000.00	11/7/2012	$22,500.00
SP	M2012-052.02	7040	Seaport - Non-Capital Project	Complete	$39,035.00	1/4/2013	$29,125.00
SP	M2012-052.03	7040	Seaport - Non-Capital Project	Cancelled	$0.00		$0.00
SP	M2012-052.03-R	7040	Seaport - Non-Capital Project	Cancelled	$0.00		$0.00
SP	M2013-002	7040	Seaport - Non-Capital Project	Closed	$16,500.00	11/20/2012	$13,500.00
SP	M2013-004	7040	Seaport - Non-Capital Project	Termination for Convenience	$47,160.00	1/2/2013	$41,700.00
SP	M2013-004-	7040	Seaport - Non-Capital Project	Complete	$47,160.00	5/30/2013	$39,110.00

	R						
SP	M2013-005	7040	Seaport - Non-Capital Project	Cancelled	$0.00		$0.00
SP	M2013-007	7040	Seaport - Non-Capital Project	Closed	$1,200.00	1/2/2013	$4,000.00
SP	M2013-010	7040	Seaport - Non-Capital Project	Closed	$18,000.00	1/4/2013	$17,890.00
SP	M2013-011	7040	Seaport - Non-Capital Project	Complete	$199,999.00	2/4/2013	$199,993.00
SP	M2013-013	7040	Seaport - Non-Capital Project	Cancelled	$0.00		$0.00
SP	M2013-013-R	7040	Seaport - Non-Capital Project	Closed	$69,377.00	9/16/2013	$62,370.00
SP	M2013-014	7040	Seaport - Non-Capital Project	Behind Schedule	$2,000,000.00	5/19/2014	$1,525,092.98
SP	M2013-015	7040	Seaport - Non-Capital Project	Closed	$8,500.00	3/20/2013	$8,468.00
SP	M2013-016	7040	Seaport - Non-Capital Project	Closed	$2,000.00	3/20/2013	$1,975.00
SP	M2013-017	7040	Seaport - Non-Capital Project	Complete	$100,000.00	3/19/2013	$110,000.00
SP	M2013-018	7040	Seaport - Non-Capital Project	Closed	$6,250.00	4/1/2013	$5,850.00
SP	M2013-020.01	7040	Seaport - Non-Capital Project	Cancelled	$0.00		$0.00
SP	M2013-020.01-R	7040	Seaport - Non-Capital Project	Cancelled	$0.00		$0.00
SP	M2013-020.01-R1	7040	Seaport - Non-Capital Project	Cancelled	$0.00		$0.00
SP	M2013-021	7040	Seaport - Non-Capital Project	Closed	$19,000.00	5/7/2013	$17,000.00
SP	M2013-022	7040	Seaport - Non-Capital Project	Complete	$15,420.00	5/2/2013	$14,980.00
SP	M2013-026	7040	Seaport - Non-Capital Project	Complete	$50,000.00	6/10/2013	$54,700.00
SP	M2013-028	7040	Seaport - Non-Capital Project	Complete	$4,200.00	6/12/2013	$8,950.00
SP	m2013-030	7040	Seaport - Non-Capital Project	Closed	$14,094.00	9/17/2013	$14,091.00
SP	M2013-039	7040	Seaport - Non-Capital Project	Closed	$14,776.00	9/11/2013	$8,952.00
SP	M2013-046	7040	Seaport - Non-Capital Project	Complete	$4,960.00	9/23/2013	$7,500.16
SP	M2013-052	7040	Seaport - Non-Capital Project	Cancelled	$0.00		$0.00
SP	M2013-052-R	7040	Seaport - Non-Capital Project	Complete	$18,875.00	11/12/2013	$12,500.00
SP	M2014-002	7040	Seaport - Non-Capital Project	Cancelled	$0.00		$0.00

SP	M2014-002-R	7040	Seaport - Non-Capital Project	Complete	$52,760.00	12/13/2013	$69,720.00
SP	M2014-005	7040	Seaport - Non-Capital Project	Complete	$7,159.50	12/9/2013	$6,950.00
SP	M2014-007	7040	Seaport - Non-Capital Project	Complete	$4,300.00	3/25/2014	$4,300.00
SP	M2014-009	7040	Seaport - Non-Capital Project	Closed	$26,950.00	4/14/2014	$43,120.00
SP	M2014-010	7040	Seaport - Non-Capital Project	Cancelled	$0.00		$0.00
SP	M2014-010-R	7040	Seaport - Non-Capital Project	Cancelled	$0.00		$0.00
SP	M2014-010-R1	7040	Seaport - Non-Capital Project	On Schedule	$149,490.00	7/14/2014	$146,295.00
SP	M2014-011	7040	Seaport - Non-Capital Project	Complete	$8,500.00	1/24/2014	$8,500.00
SP	M2014-012	7040	Seaport - Non-Capital Project	Closed	$8,961.60	3/3/2014	$8,890.00
SP	M2014-015	7040	Seaport - Non-Capital Project	Closed	$37,775.93	3/11/2014	$34,661.00
SP	M2014-016	7040	Seaport - Non-Capital Project	Complete	$9,000.00	4/2/2014	$8,800.00
SP	M2014-018	7040	Seaport - Non-Capital Project	Cancelled	$0.00		$0.00
SP	M2014-019	7040	Seaport - Non-Capital Project	Complete	$15,995.00	5/28/2014	$10,700.00
SP	M2014-020	7040	Seaport - Non-Capital Project	Cancelled	$0.00		$0.00
SP	M2014-020-R	7040	Seaport - Non-Capital Project	Complete	$13,900.00	6/5/2014	$13,300.00
SP	M2014-027	7040	Seaport - Non-Capital Project	Cancelled	$0.00		$0.00
SP	M2014-027-R	7040	Seaport - Non-Capital Project	On Schedule	$38,333.00		$0.00
SP	M2014-029	7040	Seaport - Non-Capital Project	Ahead of Schedule	$78,000.00	10/22/2014	$63,440.00
SP	M2014-030	7040	Seaport - Non-Capital Project	On Schedule	$36,200.00	11/26/2014	$36,456.90
SP	M2014-036	7040	Seaport - Non-Capital Project	Cancelled	$0.00		$0.00
SP	M2014-036-R	7040	Seaport - Non-Capital Project	Complete	$4,200.00	7/16/2014	$4,200.00
SP	M2014-037	7040	Seaport - Non-Capital Project	Cancelled	$0.00		$0.00
SP	M2014-037-R	7040	Seaport - Non-Capital Project	Behind Schedule	$6,750.00	10/14/2014	$7,461.00

SP	M2014-040	7040	Seaport - Non-Capital Project	Not Started	$154,000.00		$0.00
SP	M2015-002.01	7040	Seaport - Non-Capital Project	Cancelled	$0.00		$0.00
SP	M2015-002.01-R	7040	Seaport - Non-Capital Project	On Schedule	$3,750.00	12/18/2014	$6,450.00
SP	M2015-012	7040	Seaport - Non-Capital Project	On Schedule	$2,780.00		$0.00
SP	M2015-015	7040	Seaport - Non-Capital Project	Cancelled	$0.00		$0.00
				Total Allocated:	$5,676,329.57		$5,642,776.16

Site #76701 Last Updated: 1/27/2011 10:36:09 AM by ULTIMO - Site Added: 12/20/2010 1:32:35 PM by anaw

Site #76701 Last Updated By ISD: 12/20/2010 1:40:30 PM by ULTIMO
Site #76701 Dates Last Updated: 1/1/1900
Site #76701 Propopsed Expenses Last Updated: 1/1/1900
Site #76701 Actual Expenses Last Updated: 1/1/1900

Search for Site Number

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Port of Miami

Contract Capital Projects

CONTRACT NO: - E14-SEA-01R

CURRENT CONTRACT CDP AWARD PROJECTS:

ACTION	CAPITAL BUDGET PROJECT / DESCRIPTION	E14-SEA-01R Estimate
None	CDP - 999999999 -	$343,750.00
	Capital Budget Book Page: N/A	Funding Year: 2014-2015 (Seaport Revenues)
None	CDP - 999999999 -	$825,000.00
	Capital Budget Book Page: N/A	Funding Year: 2015-2016 (Seaport Revenues)
None	CDP - 999999999 -	$825,000.00
	Capital Budget Book Page: N/A	Funding Year: 2016-2017 (Seaport Revenues)
None	CDP - 999999999 -	$825,000.00
	Capital Budget Book Page: N/A	Funding Year: 2017-2018 (Seaport Revenues)
	CDP - 999999999 -	

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None

$481,250.00

Capital Budget Book Page:

N/A

Funding Year:

2018-2019 (Seaport Revenues)

Project Totals: $3,300,000.00

ADDITIONAL CDP PROJECTS: (BY PROJECT DESC)

ACTION	CDP PROJECT / DESCRIPTION	E14-SEA-01R Estimate
None	Select CDP Project...	0

ADDITIONAL CDP PROJECTS: (BY PROJECT NUMBER)

ACTION	CDP PROJECT / DESCRIPTION	E14-SEA-01R Estimate
None	Select CDP Project...	0

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

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INTERNAL SERVICE DEPARTMENT
CAPITAL IMPROVEMENTS INFORMATION SYSTEM

Friday, February 06, 2015

All Contracts for FEIN 570373224

ARCADIS G&M, INC.

DST	DPT	Type	Contract	Name	Location / Contractor	Estimated Completion Date	Total Award	Last Status Date	% Complete / Status *
30	PW	PSA	E11-PWWM-01	Professional Bond Engineering Services	ARCADIS U.S., INC.	6/30/2018	$3,156,000	9/25/2014	0% / On Schedule
0	FR	EDP	EDP-FR-HO/03	HIGHLANDS OAKS	ARCADIS U.S., INC.	N/A	$50,000		0% / N/A
0	SP	EDP	EDP-SP-SR-2008-039.01	PORTMIAMI 2035 MASTER PLAN BOND CERTIFICATION	ARCADIS U.S., INC.	N/A	$200,000		0% / N/A
0	SP	EDP	EDP-SP-SR-S2013-043	PORTMIAMI CONSULTING ENGINEERNG SERVICES	ARCADIS U.S., INC.	N/A	$100,000		0% / N/A
0	WS	EDP	EDP-WS-44	SPECIFICATION WRITING	ARCADIS U.S., INC.	N/A	$17,504		0% / N/A
					Totals:	5	$3,523,504		

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

Contracts Status View | Exit | Projects | Goto Top

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Capital Improvements Information System

MCC Contractor Evaluations Report

Dept	Contract	Type	Contractor / Architect Name	Date	Rater	Period	Rate
PW	E11-PWWM-01 WO: 6	PSA	ARCADIS G&M, INC.	8/14/2014	Grecia Posada	Completion of study or design	4.0
PW	E11-PWWM-01 WO: 11	PSA	ARCADIS G&M, INC.	8/28/2014	Brenda Reyes-Osorno	Project conclusion or closeout	4.0
PW	E11-PWWM-01 WO: 13	PSA	ARCADIS G&M, INC.	8/28/2014	Brenda Reyes-Osorno	Completion of study or design	4.0
PW	E11-PWWM-01 WO: 3	PSA	ARCADIS G&M, INC.	9/8/2014	Brenda Reyes-Osorno	Project conclusion or closeout	4.0
PW	E11-PWWM-01 WO: 1	PSA	ARCADIS G&M, INC.	9/29/2014	Brenda Reyes-Osorno	Project conclusion or closeout	4.0
PW	E11-PWWM-01 WO: 14	PSA	ARCADIS G&M, INC.	9/29/2014	Brenda Reyes-Osorno	Project conclusion or closeout	4.0
PW	E11-PWWM-01 WO: 2	PSA	ARCADIS G&M, INC.	10/21/2014	Brenda Reyes-Osorno	Project conclusion or closeout	4.0
PW	E11-	PSA	ARCADIS G&M, INC.	11/7/2014	Brenda Reyes-Osorno	Project	4.0

	PWWM-01 WO: 4					conclusion or closeout	
PW	E11-PWWM-01 WO: 7	PSA	ARCADIS G&M, INC.	2/4/2015	Brenda Reyes-Osorno	Project conclusion or closeout	4.0
PW	E11-PWWM-01 WO: 8	PSA	ARCADIS G&M, INC.	2/4/2015	Brenda Reyes-Osorno	Project conclusion or closeout	4.0
WS	EDP-WS-44	EDP	ARCADIS G&M, INC.	8/17/2007	Charles (Tony) Smith	Project conclusion or closeout	3.8
WS	EDP-WS-44	EDP	ARCADIS G&M, INC.	8/17/2007	Charles (Tony) Smith	Project conclusion or closeout	3.8
SP	EDP-SP-SR-2008-039.01	EDP	ARCADIS G&M, INC.	7/29/2014	Leticia Smith	Completion of study or design	4.0
SP	EDP-SP-SR-2008-039.01	EDP	ARCADIS U.S., INC.	7/29/2014	Leticia Smith	Completion of study or design	4.0
WS	EDP-WS-44	EDP	ARCADIS U.S., INC.	8/17/2007	Charles (Tony) Smith	Project conclusion or closeout	3.8
WS	EDP-WS-44	EDP	ARCADIS U.S., INC.	8/17/2007	Charles (Tony) Smith	Project conclusion or closeout	3.8
PW	E11-PWWM-01 WO: 8	PSA	ARCADIS U.S., INC.	2/4/2015	Brenda Reyes-Osorno	Project conclusion or closeout	4.0
PW	E11-PWWM-01 WO: 7	PSA	ARCADIS U.S., INC.	2/4/2015	Brenda Reyes-Osorno	Project conclusion or closeout	4.0
PW	E11-	PSA	ARCADIS U.S., INC.	11/7/2014	Brenda Reyes-Osorno	Project	4.0

	PWWM-01 WO: 4					conclusion or closeout	
PW	E11-PWWM-01 WO: 2	PSA	ARCADIS U.S., INC.	10/21/2014	Brenda Reyes-Osorno	Project conclusion or closeout	4.0
PW	E11-PWWM-01 WO: 14	PSA	ARCADIS U.S., INC.	9/29/2014	Brenda Reyes-Osorno	Project conclusion or closeout	4.0
PW	E11-PWWM-01 WO: 1	PSA	ARCADIS U.S., INC.	9/29/2014	Brenda Reyes-Osorno	Project conclusion or closeout	4.0
PW	E11-PWWM-01 WO: 3	PSA	ARCADIS U.S., INC.	9/8/2014	Brenda Reyes-Osorno	Project conclusion or closeout	4.0
PW	E11-PWWM-01 WO: 13	PSA	ARCADIS U.S., INC.	8/28/2014	Brenda Reyes-Osorno	Completion of study or design	4.0
PW	E11-PWWM-01 WO: 11	PSA	ARCADIS U.S., INC.	8/28/2014	Brenda Reyes-Osorno	Project conclusion or closeout	4.0
PW	E11-PWWM-01 WO: 6	PSA	ARCADIS U.S., INC.	8/14/2014	Grecia Posada	Completion of study or design	4.0

Evaluation Count: 26 Contractors: 1 Average Evaluation: 4.0

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MIAMI DADE COUNTY
Department of Small Business Development
A&E Firm History Report

From: 01/27/2010 **To:** 01/27/2015

DEPARTMENT OF BUSINESS DEVELOPMENT

FIRM NAME: ARCADIS U.S., INC.
2332 Galiano Dr, 2nd Fl
Coral Gables, FL 33134-0000

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
E11-PWWM-01	1	SW	NO MEASURE	06/18/2013	$3,471,600.00
BOND ENGINEERING SERVICES (SIC 871)					
					$3,471,600.00
* EDP-SP-SR-2008-039.01	1	SP	NO MEASURE	03/17/2014	$200,000.00
PORTMIAMI 2035 MASTER PLAN BOND CERTIFICATION					
					$200,000.00
EDP-SP-SR-S2013-043	1	SP	NO MEASURE	08/01/2014	$100,000.00
PORTMIAMI CONSULTING ENGINEERNG SERVICES					
					$100,000.00

Total Award Amount	$3,771,600.00
Total Change Orders Approved by BCC	$0.00

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

Memorandum

MIAMI-DADE COUNTY

Date: January 20, 2015

To: Lester Sola, Director
Internal Services Department

Thru: Miriam Singer, CPPO,
Senior Assistant Director
Internal Services Department

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

Subject: NEGOTIATION AUTHORIZATION
PortMiami
Management Financial Consulting and Bond Engineering Services
ISD Project No. E14-SEA-01,R

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.: E14-SEA-01,R

Project Title: Management Financial Consulting and Bond Engineering Services

Scope of Services Summary: The Consultant shall provide professional services, which includes, but shall not be limited to: bond engineering services, value analysis studies (in accordance with Section 2-10.4 of the County Code), management financial consulting services, and any supportive tasks ancillary to the primary scope of services. For additional details, please refer to the Scope of Work below.

1. The Consultant will perform Bond Engineering Services, including, but not limited to the following:

   - Inspecting PortMiami facilities, providing reports on condition of aforementioned facilities, noting deficiencies and needs relevant to PortMiami's long range plans, as well as evaluating financial and budgetary records for: Preparing the annual bond engineering report, which includes providing recommendations, approvals and certifications, rate studies, feasibility studies and financial forecasts as required under the Seaport Master Bond Ordinance No. 88-66;

   - Providing 40-year certification reports;

   - Reviewing and setting forth recommendations as to any necessary revisions of rates and port tariff structures;

   - Reviewing port facility designs by others for consistency with facility requirements, relevance to PortMiami's long range master plan, and adherence

to requirements of funding sources, property values for insurance coverage, and facilities reserve for maintenance;

- Evaluating the alignment and timing of facility investments to support projected revenue sources; and

- Reviewing new Capital Development projects to ensure conformity to current and future operational requirements, estimated impact on revenues, and relational changes in maintenance and operations expenses.

2. The Consultant will perform Value Analysis studies, including, but not limited to the following:

   a. Gathering and tabulating information concerning the facility as designed, to evaluate the specific use or functional requirements of the items under study and their alignment to PortMiami plans;

   b. Developing alternative recommendations that fulfill the facility's basic required function(s), in accordance with best practices and standards;

   c. Incorporating analysis and work products of other PortMiami consultants within business case deliverables;

   d. Business case analysis evaluating, critiquing, ranking and prioritizing feasible best alternatives developed in (b) above. An estimated dollar value shall be developed and applied to all feasible alternatives and a determination made of the alternatives that offer the greatest potential for savings or net benefit to PortMiami;

   e. Presenting written value analysis study, which incorporates the best alternatives, to County staff for approval;

   f. Providing assistance and recommendation in incorporating the selected alternatives into a project. The costs considered in the value analysis shall include initial construction costs as well as start-up, financing and continuing operational costs. Where continuing costs are analyzed, the value analysis shall include life cycle costing; and

   g. Providing value analysis services, upon request of PortMiami, for additional or changed work required after award of a project to the Contractor.

3. The Consultant will perform highly specialized Management Financial Consulting Services, which represent 40% of the contract amount. Services include, but are not limited to the following:

   a. Evaluating the ability PortMiami to generate revenues sufficient to satisfy debt service coverage requirements (i.e., analyzing the economic base, forecasting passenger and cargo traffic, forecasting revenues and expenditures, etc.). Such evaluation shall be in the form of a financial feasibility report;

b. Participating in preparation of the Preliminary Official Statement and the Official Statement and related documents for each bond issuance;

c. Participating in investment rating agency, credit insurer and investor presentations and responding to inquiries by such groups;

d. Performing due diligence and other services for port related financial transactions;

e. Evaluating rate covenant compliance rents, fees and charges for PortMiami properties, facilities and services;

f. Recommending rents, fees and charges for PortMiami's system (revenue infrastructure) in conjunction with each debt issuance;

g. Notify PortMiami and make recommendations as to a revision of the rates, fees, or any changes needed if it is determined that the total net revenues are not sufficient to meet the terms of the Ordinance.

h. Evaluating the financial impact of facilities constructed with third party funds or revenues and later absorbed by PortMiami to determine whether PortMiami still satisfies its debt services coverage requirements;

i. Evaluating the financial impact of facilities constructed with third party funds or revenues and later absorbed by PortMiami to determine whether PortMiami satisfies its debt services coverage requirements;

j. Developing long range pro forma financials beyond the five year net revenue estimates, required by the ordinance, for the greater of twenty-five years or the debt term being considered;

k. Evaluating the Capital Investment Program in the Master Plan and determine the alignment of investments and investment timing to the cargo and revenue projections;

l. Evaluating long-term cargo projections relative to PortMiami's existing market share within key Florida markets as well as more distant hinterland markets. Determine to what extent market share is likely to change within these respective locations by comparing the Port's competitive position relative to other Florida, East Coast and United States Ports. Validate cargo forecasts, to be developed by commodity, trade partner and US-County level;

m. Based on cargo projections, evaluating long-term expansionary capital requirements for infrastructure and equipment (capital plan). This capital plan will also incorporate the typical lifecycle of infrastructure and equipment utilized at the port, to determine replacement timeline;

n. Reviewing capital expenditure cost estimates, including inflation for future years, and providing an opinion on estimated cost relationships to industry norms to

assist in the preparation of the annual capital budget;

o. Evaluating existing operational expenses and providing recommendations for reductions and opportunities for efficiencies;

p. In the performance of the required facility inspections, aligning the lifecycle of critical infrastructure components to their financial performance, noting any deficiency expectations over the pro-forma period;

q. Evaluating the potential mix of funding sources relative to the strengthening of PortMiami's financial position, relationship to covenants in the ordinance, and positioning with the rating agencies;

r. Evaluating best use of undeveloped areas on and off Port properties that support PortMiami long range plans; and

s. Evaluating unsolicited proposals and Public Private Partnership proposals, and providing recommendations to PortMiami Senior Staff.

Within sixty (60) days from Notice to Proceed, the Consultant must demonstrate ability to submit a draft report, meeting the requirements of Bond Ordinance No. 88-66, for review by the County to facilitate Fiscal 2014 needs. The draft report must meet the requirements as outlined in Bond Ordinance No. 88-66, and other requirements that may be provided from PortMiami's registered municipal advisor.

Experience and Qualifications:

1. The ***Prime Consultant*** must have experience performing bond consulting services for comparable sized or larger revenue generating government entities.

2. The ***Prime and/or sub-consultant*** performing Technical Certification Category 3.12, Underwater Engineering Inspection, shall have demonstrated performance of these services on at least three (3) deep-water bulkheads over the past seven (7) years. Deep water bulkheads are composed of steel sheet pile/king pile combination with a concrete cap and an alongside water depth of at least 25 ft.

3. PortMiami debt issued in FY2013 and FY2014 is in excess of $580 million and future debt issued over the term of the agreement is planned. ***Prime and/or sub-consultants*** providing management financial consulting services, as outlined in Section 3 of the Scope of Work, require familiarity and a minimum of ten (10) years' experience with debt issuances in excess of $100 million on which PortMiami can rely, including, but not limited to:
   - Bond markets
   - Credit rating agencies
   - Drivers of credit ratings and strategies to sustain credit rating levels
   - Securities Exchange Commission provisions for municipal debt under
   - The Dodd-Frank Act
   - $100 million plus debt issuances
   - Review and insight into the generation of public offering statements (POS)
   - Interaction with bond counsel, disclosure counsel and the legal profession

- Letter of credit and variable rate instruments
- Funding strategies

Preference Stipulation:

1. ***Prime Consultant*** experience performing transportation asset valuation and revenue bond consulting services for comparable sized or larger revenue generating government entities is highly preferred.

The expertise must be met by a qualified individual(s) of the prime and/or sub -consultant firm(s), as applicable. The experience must be demonstrated by direct or substantial involvement of the individual(s) in a supervisory capacity at the Project Manager level or above.

Term of Contract: One consultant/team of firms will be retained under a non-exclusive Professional Services Agreement for an effective term of four (4) years, or until the money is depleted, whichever comes first, for a cost estimate of $3,300,000, inclusive of contingencies.

Community Business Enterprise Goal/Measure: The Internal Services Department, Small Business Development Division, established a 6% Community Business Enterprise (CBE) goal for this solicitation.

Request to Advertise (RTA) Stamped by the Clerk of the Board (COB): September 15, 2014

Number of Proposals Received: One

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

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 proposal was deemed sufficient to determine the qualifications of the team. As a result of said determination and by a majority vote, the CSC decided to forego Second-Tier proceedings.

Request for Appointment of Negotiation Committee: Pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County, ISD hereby requests the County Mayor or his designee approve the following Negotiation Committee, for the purpose of negotiating one non-exclusive PSA for this solicitation with the top ranked firm for the 6% CBE goal:

Miriam Abreu, PortMiami
Felix Pereira, PortMiami
Richard Haffele, PortMiami

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 RESPONDENT
SELECTION FOR PSA NEGOTIATION
ONE AGREEMENT WITH A
6% CBE GOAL

Arcadis U.S., Inc.
Qualitative Points - 458
Ordinal Score - 3
Final Ranking - 1

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 1/21/15
Date

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

c: Juan Kuryla, Director, PortMiami
Competitive Selection Committee
Clerk of the Board of County Commissioners

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

LIST OF RESPONDENTS

OCI Project Name: Management Financial Consulting and Bond Engineering Services
OCI Project No.: E14-SEA-01R
Measures: 6% CBE Goal
Number of Agreements: 1
Contract Type: PROJECT SPECIFIC
Submittal Date: 10/22/2014

Submittal No: 1
Prime Name: ARCADIS U.S., INC.
Trade Name: ARCADIS G&M, INC.

Prime Local Preference: Yes
FEIN No.: 570373224

Subs Name	Trade Name	Subs FEIN No.
a. G.M. SELBY, INC.		611511533
b. ARCHITECTS INTERNATIONAL, INC.		592032355
c. JOHN C. MARTIN ASSOCIATES, LLC		521473137
d. ARCADIS NV		980477452

FIRST-TIER MEETING
DECEMBER 16, 2014
PORTMIAMI
MANAGEMENT FINANCIAL CONSULTING AND BOND ENGINEERING SERVICES
ISD PROJECT NO. E14-SEA-01R

TABULATION SHEET

	NAME OF FIRM(S)	COMPETITIVE SELECTION COMMITTEE					SUB-TOTAL	Average	Low Disparity	High Disparity	TOTAL QUALITATIVE POINTS	QUALITATIVE RANKING	TOTAL ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
		Miriam Abreu, PortMiami	Felix Pereira, PortMiami	Richard Hallele, PortMiami	Vladmir Murad, WASD	Charles Parkinson, Finance									
1	ARCADIS U.S., Inc. - Local														
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	50	48	45	40	45	228	46	31	61					
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	20	20	15	20	18	93	19	12	25					
	3A - Past Performance of the Firms (Max. 20 points)	20	18	15	17	20	90	18	12	24					
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	5	4	4	4	5	22	4	3	6					
	5A - Ability of team members to interface with the County (Max 5 points)	5	5	5	5	5	25	5	3	7	458	1	3	1	1
		100	95	84	86	93									
	Ordinal Scores	1	1	1	1	1									
	Dropped Scores														
	Tie-Breaker(TB) No. 1, 2, 3, 4, 5, & 6 / Criteria(CR) 1A, 2A, 3A, 4A, 5A, Total Qualitative Points for Criteria 1A.														

Low and high scores dropped.
Disparity
ISD Chairperson, Gysell Pino

MEMORANDUM
(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: May 5, 2015

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

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

Please note any items checked.

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

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

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

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

_____ **Budget required**

_____ **Statement of fiscal impact required**

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

_____ **No committee review**

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

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(J)(1)
5-5-15

RESOLUTION NO. R-404-15

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND ARCADIS U.S., INC. FOR MANAGEMENT FINANCIAL CONSULTING AND BOND ENGINEERING SERVICES IN AN AMOUNT NOT TO EXCEED $3,300,000.00, INCLUSIVE OF A CONTINGENCY AMOUNT OF $300,000.00; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME; TO EXERCISE ANY CANCELLATION AND OTHER PROVISIONS CONTAINED THEREIN, AND TO APPROVE THE CONTINGENCY TIME EXTENSION AND CONTINGENCY EXPENDITURE OF TEN PERCENT OF THE BASE CONTRACT AMOUNT

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

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

Section 1. Approves the execution of a Professional Services Agreement between Miami-Dade County and ARCADIS U.S., Inc. for Management Financial Consulting and Bond Engineering Services in an amount not to exceed $3,300,000.00, in substantially the form attached hereto and made part hereof.

Section 2. Authorizes the County Mayor or County Mayor's designee to execute the Professional Services Agreement after review and approval by the County Attorney's Office; and to exercise any cancellation and other provisions contained therein; and to approve the contingency time extension and expenditure of the $300,000.00 contingency allowance contained therein.

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of May, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the 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

PORTMIAMI

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT

MANAGEMENT FINANCIAL CONSULTING AND BOND ENGINEERING SERVICES

CONTRACT NO. E14-SEA-01R

FEBRUARY 2015

Carlos A. Gimenez, Mayor

BOARD OF COUNTY COMMISSIONERS

Barbara J. Jordan
District 1
Jean Monestime, Chairman
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

Daniella Levine Cava
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., Vice Chairman
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

MANAGEMENT FINANCIAL CONSULTING AND
BOND ENGINEERING SERVICES

CONTRACT NO. E14-SEA-01R

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NON-EXCLUSIVE PROFESSIONAL SERVICE AGREEMENT

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

W I T N E S S E T H :

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the CONSULTANT and the CONSULTANT hereby covenants to provide the professional services prescribed herein in connection with the Management Financial Consulting and Bond Engineering Services, Contract No. E14-SEA-01R / Project No. S2013-043, as more specifically described in SECTION II– PROFESSIONAL SERVICES of this Agreement for the Dante B. Fascell Port of Miami-Dade, hereinafter referred to as the "PROJECT".

SECTION I – COUNTY OBLIGATIONS

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

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

the COUNTY to the CONSULTANT. When such guarantee is provided in writing, the CONSULTANT may 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: bond engineering services, value analysis studies [in accordance with Section 2-10.4 of the Miami-Dade County (County) Code], management financial consulting services, and any supportive tasks ancillary to the primary scope of services. For additional details, please refer to the Scope of Work.

1. The Consultant will perform Bond Engineering Services, including, but not limited to the following:
   a. Inspecting PortMiami facilities, providing reports on condition of aforementioned facilities, noting deficiencies and needs relevant to PortMiami's long range plans, as well as evaluating financial and budgetary records for:
   b. Preparing the annual bond engineering report, which includes providing recommendations, approvals and certifications, rate studies, feasibility studies and financial forecasts as required under the Seaport Master Bond Ordinance No. 88-66;
   c. Providing 40-year certification reports;
   d. Reviewing and setting forth recommendations as to any necessary revisions of rates and port tariff structures;
   e. Reviewing port facility designs by others for consistency with facility requirements, relevance to PortMiami's long range master plan, and adherence to requirements of funding sources, property values for insurance coverage, and facilities reserve for maintenance;
   f. Evaluating the alignment and timing of facility investments to support projected revenue sources; and
   g. Reviewing new Capital Development projects to ensure conformity to current and future operational requirements, estimated impact on revenues, and relational changes in maintenance and operations expenses.
2. The Consultant will perform Value Analysis studies, including, but not limited to the following:
   a. Gathering and tabulating information concerning the facility as designed, to evaluate the specific use or functional requirements of the items under study and their alignment to PortMiami plans;

b. Developing alternative recommendations that fulfill the facility's basic required function(s), in accordance with best practices and standards;

c. Incorporating analysis and work products of other PortMiami consultants within business case deliverables;

d. Business case analysis evaluating, critiquing, ranking and prioritizing feasible best alternatives developed in (b) above. An estimated dollar value shall be developed and applied to all feasible alternatives and a determination made of the alternatives that offer the greatest potential for savings or net benefit to PortMiami;

e. Presenting written value analysis study, which incorporates the best alternatives, to County staff for approval;

f. Providing assistance and recommendation in incorporating the selected alternatives into a project. The costs considered in the value analysis shall include initial construction costs as well as start-up, financing and continuing operational costs. Where continuing costs are analyzed, the value analysis shall include life cycle costing; and

g. Providing value analysis services, upon request of PortMiami, for additional or changed work required after award of a project to the Contractor.

3. The Consultant will perform highly specialized Management Financial Consulting Services, which represent 40% of the contract amount. Services include, but are not limited to the following:

a. Evaluating the ability PortMiami to generate revenues sufficient to satisfy debt service coverage requirements (i.e., analyzing the economic base, forecasting passenger and cargo traffic, forecasting revenues and expenditures, etc.). Such evaluation shall be in the form of a financial feasibility report;

b. Participating in preparation of the Preliminary Official Statement and the Official Statement and related documents for each bond issuance;

c. Participating in investment rating agency, credit insurer and investor presentations and responding to inquiries by such groups;

d. Performing due diligence and other services for port related financial transactions;

e. Evaluating rate covenant compliance rents, fees and charges for PortMiami properties, facilities and services;

f. Recommending rents, fees and charges for PortMiami's system (revenue infrastructure) in conjunction with each debt issuance;

g. Notify PortMiami and make recommendations as to a revision of the rates, fees, or any changes needed if it is determined that the total net revenues are not sufficient to meet the terms of the Ordinance.

h. Evaluating the financial impact of facilities constructed with third party funds or revenues and later absorbed by PortMiami to determine whether PortMiami still satisfies its debt services coverage requirements;

i. Evaluating the financial impact of facilities constructed with third party funds or revenues and later absorbed by PortMiami to determine whether PortMiami satisfies its debt services coverage requirements;

j. Developing long range pro forma financials beyond the five year net revenue estimates, required by the ordinance, for the greater of twenty-five years or the debt term being considered;

k. Evaluating the Capital Investment Program in the Master Plan and determine the alignment of investments and investment timing to the cargo and revenue projections;

l. Evaluating long-term cargo projections relative to PortMiami's existing market share within key Florida markets as well as more distant hinterland markets. Determine to what extent market share is likely to change within these respective locations by comparing the Port's competitive position relative to other Florida, East Coast and United States Ports. Validate cargo forecasts, to be developed by commodity, trade partner and US-County level;

m. Based on cargo projections, evaluating long-term expansionary capital requirements for infrastructure and equipment (capital plan). This capital plan will also incorporate the typical lifecycle of infrastructure and equipment utilized at the port, to determine replacement timeline;

n. Reviewing capital expenditure cost estimates, including inflation for future years, and providing an opinion on estimated cost relationships to industry norms to assist in the preparation of the annual capital budget;

o. Evaluating existing operational expenses and providing recommendations for reductions and opportunities for efficiencies;

p. In the performance of the required facility inspections, aligning the lifecycle of critical infrastructure components to their financial performance, noting any deficiency expectations over the pro-forma period;

q. Evaluating the potential mix of funding sources relative to the strengthening of PortMiami's financial position, relationship to covenants in the ordinance, and positioning with the rating agencies;

r. Evaluating best use of undeveloped areas on and off Port properties that support PortMiami long range plans; and

s. Evaluating unsolicited proposals and Public Private Partnership proposals, and providing recommendations to PortMiami Senior Staff.

For a list of classifications and rates, please refer to Attachment "A", ARCADIS U.S., Inc.'s Schedule of Rates dated February 03, 2015.

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

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

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

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

SECTION III – TIME FOR COMPLETION

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

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

SECTION IV– FORCE MAJEURE

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

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

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

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

SECTION V – COMPENSATION

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

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

1. The fee for services rendered by the CONSULTANT's personnel, principals excluded, shall be computed based on the direct salary cost, as reported to the Internal Revenue Service, for the time of said personnel engaged directly in the work, times negotiated multipliers of 2.85 for Office Personnel, 2.25 for Field Personnel and/or personnel on loan, which shall mean that they are under the direct supervision of the COUNTY's Seaport Department and the Department provides office space, computers and communication equipment (excludes cellular phones). Office Personnel shall mean personnel that are located in the home offices of the CONSULTANT and or Sub-consultant(s). Field Personnel/personnel on loan shall mean personnel that are performing duties outside of the home offices of the CONSULTANT and or Sub-consultant(s), for more than 30 days. Time worked by the CONSULTANT and/or Sub-consultant(s) for this entire period shall be at the Field/on loan personnel rate. 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.

Furthermore, the maximum raw hourly rates, per classification, for the CONSULTANT and Sub-Consultants are capped and set not to exceed as follows:

$70.00	Senior Financial Analysts
$65.00	Chief Technical Specialists
$60.00	Senior Architectural / Engineering Technical Staff (Licensed)
$50.00	Financial Analyst
$45.00	Non-Technical Staff
$30.00	CADD/Civil Support

$20.00 Administrative/Clerical Staff

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 **$130.00** per hour for the time of principals engaged directly in the work. This rate shall not be subject to the negotiated multiplier and shall be applied to the time spent on requested work by the following principal(s).

ALEJANDRO CRESPI **RAUL TORRES, PE**

DR. JOHN MARTIN **GERALD ZADIKOFF, PE**

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 rates per classification supplied by the CONSULTANT and its sub-consultants, and made a part hereof as Attachment "A".

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

6. All payments to Sub-consultant(s) employed hereunder shall be the sole responsibility of the CONSULTANT unless otherwise provided for herein or within a Work Order. The CONSULTANT shall not submit invoices, which include charges for services by Sub-consultant(s), unless such services have been performed satisfactorily and the charges are, in the opinion of the CONSULTANT, payable to such Sub-consultant(s). The CONSULTANT shall make all payments to such Sub-consultant(s) within thirty (30) days, unless a shorter time period is required by Ordinance, Implementing Order or another provision(s) of this Agreement, 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, or other reliable system acceptable to the COUNTY, and submit them with their invoices.

D. Maximum Compensation

The maximum compensation for the services included shall be the **NOT TO EXCEED** amount of **$3,000,000.00** 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 & Waste Management Department's Professional Services Agreement for General Land and Engineering Surveying Services, currently established as Contract No. 20120067.

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 **$3,000,000.00** 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 **$300,000.00**. 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 can be found at http://www.miamidade.gov/business/library/forms/ae-ur-form.pdf. 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

This Agreement shall be governed by, and interpreted under, the laws of the State of Florida. 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 solely and exclusively in Miami-Dade County, Florida 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 **6%** 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:

ARCHITECTS INTERNATIONAL, INC **ARCADIS NV**

G.M. SELBY, INC.

JOHN C. MARTIN ASSOCIATES, LLC.

In no case the maximum rate of compensation, per classification, including multiples of direct salary for services rendered by the Sub-consultant(s) personnel, principals excluded, shall exceed the rate stipulated, per classification, 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, 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. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

B. Commercial General Liability Insurance on a comprehensive basis 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 "A-" as to management, and no less than "Class VII" 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.

NOTE: 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 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.

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

D. 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.

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

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

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

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

4. Renovations, remodels, and other building upgrades not meeting the above criteria are encouraged to incorporate the maximum number of LEED approved

green building practices as are feasible from a practical and fiscal perspective; however, LEED certification will not be required.

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

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

1. The purposes of allocating accelerated depreciation benefits pursuant to Section 179D of the Internal Revenue Code of 1986, as amended (the "Code").

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

3. County reserves the right to retain a third party consultant (the "Consultant") –to

manage and administer the process of obtaining and monetizing the accelerated depreciation benefit derived from the Project and to designate the "Consultant" as the "Designer" of the energy efficient improvements for the purposes of Section 179D of the Code.

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

SECTION XXIII – OFFICE OF MIAMI-DADE COUNTY INSPECTOR GENERAL

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

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

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

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

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

1. If this contract is completely or partially terminated, the (Contractor/ Vendor/ Consultant) shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and

2. The (Contractor/ Vendor/ Consultant) shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

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

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

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

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

INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL: The attention of the Contractor/Consultant is hereby directed to the requirements of AO 3-20 and R-516-96; the County shall have the right but not the obligation to retain the services of an independent private-sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and

review the operations, activities and performance of the Contractor/Consultant and County in connection with this contract/agreement. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with Contract Specifications; project costs; and investigating and preventing corruption and fraud.

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

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

The provisions in this Section shall apply to the Contractor/Consultant, its officers, agents and employees. The Contractor/Consultant shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Contractor/Consultant in connection with the performance of this agreement. Nothing in this contract shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this Section are neither intended

nor shall they be construed to impose any liability on the County by the Contractor/Consultant or third parties.

SECTION XXIV – AFFIRMATIVE ACTION

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

SECTION XXV – PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS

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

SECTION XXVI - SANCTIONS FOR CONTRACTUAL VIOLATIONS

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

Administrative Order (A.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the A.O.

SECTION XXVII – BUSINESS APPLICATION AND FORMS

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

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

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

SECTION XXVIII – ERRORS AND OMISSIONS (AS APPLICABLE)

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: _____

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

By: _____
County Mayor

ATTEST Catherine Wallace Layrose

By: _____
Corporate Secretary

ARCADIS U.S., INC.

By: Raul Terres
President or Designee

(Corporate Seal)

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

ATTACHMENT "A"

ARCADIS U.S., INC.'S SCHEDULE OF RATES

FEBRUARY 03, 2015

ARCADIS
Infrastructure · Water · Environment · Buildings

ARCADIS U.S., Inc.
2332 Galiano Street
Second Floor
Coral Gables
Florida 33134
Tel 305 728 4014
www.arcadis-us.com

Amelia M. Cordova-Jimenez
A&E Consultant Selection Coordinator
Miami-Dade County
Stephen P. Clark Center
111 NW 1st Street
Miami, FL 33128

WATER

Subject:
PortMiami Management Financial Consulting and Bond Engineering Services
ISD Project No. E14-SEA-01R
Negotiations – Revised Rate Schedule and Principal Listing

Date:
February 3, 2015

Contact:
Leah Richter

Phone:
305.728.4014

Email:
leah.richter@arcadis-us.com

Our ref:
28081003.0000

Florida License Numbers

Engineering
7917

Geology
GB564

Surveying
LB7062

Dear Ms. Cordova-Jimenez

As requested, please find the revised rate schedule and list of Principals for both ARCADIS U.S., Inc. (ARCADIS) and its designated Sub-consultants, inclusive of ARCADIS N.V. The revised rate schedule is included as Attachment A to this letter. As previously negotiated, the rate for Principals is $130 per hour and the multipliers are 2.85 for Office Personnel and 2.25 for Field/Personnel on Loan. Please find the listing of Principals for ARCADIS and its team members below.

1. Raul Torres, PE – ARCADIS U.S., Inc.
2. Gerald Zadikoff, PE – GM Selby, Inc.
3. Alejandro Crespi – Architects International
4. Dr. John Martin – Martin Associates

ARCADIS appreciates the opportunity to work with the County and the Department and look forward to finalizing our PSA for this project with you. Should you have any questions regarding the above, please do not hesitate to contact me.

Sincerely,

ARCADIS U.S., Inc.

Leah K. Richter
Associate Vice President
Copies: G. Pino (Seaport); L. Smith (Seaport); and Clerk of the Board

Imagine the result

ATTACHMENT A
RATES PER CLASSIFICATION

ARCADIS
Infrastructure Water Environment Buildings

E14-SEA-01R - Management Financial Consulting and Bond Engineering Services

Personnel Classification	Personnel Raw Labor Rate	Maximum Raw Hourly Rate per Classification
Senior Finanicial Analyst		**$70.00**
ARCADIS US, Inc.		
Manju Chandrasekhar, PE	*$110.58*	
Catherine Mallon, MBA	*$97.01*	
John Kersten	*$93.75*	
Howard Greenfield, PE, CVS, FSAVE, LEED AP	*$90.00*	
Shannon Spence, PE	*$88.95*	
Isabella Schroeder, PE	*$77.59*	
John Mastracchio, CFA, MBA	*$76.93*	
Leah K. Richter, PE	*$70.36*	
Martin Associates		
John Martin	*$168.00*	
Jeff Sweeny	*$72.11*	
Chief Technical Specialists		**$65.00**
ARCADIS US, Inc.		
Hahan Le-Griffen, PhD	*$78.86*	
Mark Griffen, AICP	*$66.54*	
ARCADIS N.V.*		
Ferry Vis, M. Sc.	*$82.39*	
Cees Van De Vrie	*$68.77*	
Wojciech Misiag, D.Eng.	*$68.77*	
Senior A/E Technical Staff (Licensed)		**$60.00**
ARCADIS US, Inc.		
Joe Seibold, PE	*$122.02*	
Ryan Nagel, PE	*$93.28*	
Robert French, PE	*$83.82*	
Vincent Vitale, PE	*$65.87*	
Tony Michuda, PE	*$64.48*	
Renato Vargas, PE	*$61.62*	
Errol Dawkins, RA	*$61.41*	
Bill Cunningham, PE	*$60.09*	
Christopher Tilman, PE	*$55.81*	
Ifetayo Venner, PE	*$55.62*	
Carsten Becker, PE	*$54.28*	
Jared Stewart, PE	*$53.96*	
David Sablotny, RA	*$53.12*	
Antonio Guillen, PE	*$52.79*	

ATTACHMENT A
RATES PER CLASSIFICATION

ARCADIS
Infrastructure · Water · Environment · Buildings

E14-SEA-01R - Management Financial Consulting and Bond Engineering Services

Personnel Classification	Personnel Raw Labor Rate	Maximum Raw Hourly Rate per Classification
Jockey Prinyavivatkul, PE	*$46.76*	
Simone Manzo, PE	*$46.65*	
Adam Chwalibog, PE	*$43.42*	
Ted Cogswell, PE	*$42.21*	
Kushala Gowda, PE	*$41.41*	
Cindy Eckert, PE	*$41.41*	
Architects International, Inc.		
Juan Crespi, AIA	*$79.33*	
Monrad Thue, PE	*$75.00*	
Juan Fernandez-Barquin, PE	*$75.00*	
GM Selby, Inc.		
Masoud Fegghi, PE	*$47.79*	
Gerald Zadikoff, PE	*$42.24*	
Jorge Anillo, PE	*$40.20*	
Financial Analyst		**$50.00**
ARCADIS US, Inc.		
Tom Henderson	*$66.73*	
Shireen Abdullah	*$44.36*	
Nichole Lynch-Cruz	*$41.52*	
Isalah Barnes	*$38.44*	
Katterine Overcash	*$36.83*	
Martin Associates		
Elizabeth Martin	*$40.00*	
Becky Polito	*$40.00*	
Ryan Keys	*$40.00*	
Non-Technical Staff		**$45.00**
ARCADIS US, Inc.		
Peter Wijsman	*$72.12*	
Robert Daoust	*$67.31*	
James Farrell	*$37.82*	
Garth White, EI	*$37.47*	
Michael Deloach, EI	*$33.16*	
GM Selby, Inc.		
Ivan Nahon	*$31.00*	
Natasha Zadikoff	*$31.00*	
Marina Zadikoff	*$28.00*	
Alexander Hernandez, EI	*$21.15*	

ATTACHMENT A
RATES PER CLASSIFICATION

ARCADIS
Infrastructure · Water · Environment · Buildings

E14-SEA-01R - Management Financial Consulting and Bond Engineering Services

Personnel Classification	Personnel Raw Labor Rate	Maximum Raw Hourly Rate per Classification
CADD/Civil Support		**$30.00**
ARCADIS US, Inc.		
Scott Lehman, GISP	*$45.87*	
Kanak Nakhare	*$36.68*	
GM Selby, Inc.		
Adolfo Castellanos	*$18.03*	
Administrative/Clerical		**$20.00**
ARCADIS US, Inc.		
Kevin Chung	*$25.90*	
Michele McLemore	*$23.87*	
Karen Long	*$20.00*	
GM Selby, Inc.		
Mamie Attar	*$18.27*	

*Note: ARCADIS N.V. staff are paid in Euros. The raw hourly rate noted in this Attachment A for these staff is provided in USD, and was calculated utilizing the London Interbank exchange rate published on the morning of February 3, 2015 (US$1.14433 per €1.00).