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

Memorandum

Date:	May 5, 2015
To:	Honorable Chairman Jean Monestime and Members, Board of County Commissioners
From:	Carlos A. Gimenez County Mayor
Subject:	Contract Award Recommendation for Marine Infrastructure Engineering Services - Project No.: 2013-024; Contract No.: E13-SEA-04, to CH2M Hill, Inc.

Agenda Item No. 8(J)(2)

Resolution No. R-405-15

Recommendation

This Recommendation for Award for Professional Services Agreement Contract Number E13-SEA-04 between CH2M Hill, Inc. and Miami-Dade County (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 allowance account 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 and County rights contained in the contract.

Scope

PROJECT NAME:	Marine Infrastructure Engineering Services
PROJECT NO:	2013-024
CONTRACT NO:	E13-SEA-04
PROJECT DESCRIPTION:	The consultant shall provide marine engineering inspection, evaluation, design, and design criteria services for the construction, repair and rehabilitation, removal and replacement and new construction of PortMiami's Marine Infrastructure. Services include, but are not limited to: wharves; bulkheads; seawalls; roll-on/roll-off platforms; pile supported gantry crane rail beams tie-downs, and stow pin sockets; shoreline protection revetments; dredging; corrosion protection; floating and fixed docks; offshore mooring and breasting dolphins; container yard improvements; and other cruise and cargo vessel berthing improvements. In addition, services shall include all ancillary marine infrastructure, such as moorings and bollards; fenders; runways and railways; ramps and aprons; cold-iron connections; as well as, marine terminal yard upgrades; including intermodal yard, transaction/security gate, gantry system and passenger cruise boarding

bridge infrastructure in support of the containerized cargo vessels and cruise passenger ship growth at PortMiami.

The Consultant shall provide all services inclusive of: surface and underground investigations and inspections; subsurface drilling and geotechnical investigations; materials sampling and testing; condition assessments, evaluations and analysis; marine (biological) resources surveys; topographic and bathymetric surveys; berthing studies and mooring analysis; technical presentations and reports; design criteria; designs and specifications; drainage, structural, electrical, telecommunications, and water distribution engineering; cost estimates; schedules; value engineering coordination; construction documents; environmental and building permitting; coordination with regulatory agencies; bidding assistance; and construction phase engineering and inspection services, which include, but are not limited to the review of shop drawings, proposed substitutions, contractor's pay requests, change order analysis, and claims assistance; and any supportive ancillary tasks to successfully complete all the phases of the project.

At the request of PortMiami, the Consultant shall respond, on short notice, to unforeseen events including but not limited to: berthing and cargo handling accidents; hurricane and other weather related events that would necessitate the urgent production of marine infrastructure damage assessment reports; including the development of emergency repair plans, specifications, cost estimates and regulatory agency notification and coordination.

PROJECT LOCATION: PortMiami

PROJECT SITES:

SITE #	LOCATION 1	DIST	ESTIMATE	T-S-R
#77431	1015 N AMERICA WY	5	$3,300,000.00	54-05-42

PRIMARY COMMISSION DISTRICT: District 5 Bruno A. Barreiro

APPROVAL PATH: Board of County Commissioners

ISD A&E PROJECT NUMBER: E13-SEA-04

USING DEPARTMENT: PortMiami

MANAGING DEPARTMENT: PortMiami

Fiscal Impact / Funding Source

FUNDING SOURCE:

SOURCE	PROJECT NUM	SITE #	AMOUNT
Seaport Bonds	645430	#77431	$3,300,000.00

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
645430- INFRASTRUCTURE IMPROVEMENTS Book Page:139 Funding Year: Adopted Capital Budget Book for FY 14-15, FY 2015-16 Funds (Seaport Bonds)	$660,000.00
645430- INFRASTRUCTURE IMPROVEMENTS Book Page:139 Funding Year: Adopted Capital Budget Book for FY 14-15, FY 2016-17 Funds (Seaport Bonds)	$660,000.00
645430- INFRASTRUCTURE IMPROVEMENTS Book Page:139 Funding Year: Adopted Capital Budget Book for FY 14-15, FY 2017-18 Funds (Seaport Bonds)	$660,000.00
645430- INFRASTRUCTURE IMPROVEMENTS Book Page:139 Funding Year: Adopted Capital Budget Book for FY 14-15, FY 2018-19 Funds (Seaport Bonds)	$660,000.00
645430- INFRASTRUCTURE IMPROVEMENTS Book Page:139 Funding Year: Adopted Capital Budget Book for FY 14-15, FY 2019-20 Funds (Seaport Bonds)	$660,000.00
CAPITAL BUDGET PROJECTS TOTAL:	$3,300,000.00

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:

TYPE	CODE	DESCRIPTION
Prime	5.05	PORT AND WATERWAY SYSTEMS – CARGO TERMINAL DESIGN
Prime	5.08	PORT AND WATERWAY SYSTEMS – MARINE ENGINEERING DESIGN
Prime	17.00	ENGINEERING CONSTRUCTION MANAGEMENT
Other	5.09	PORT AND WATERWAY SYSTEMS – ENVIRONMENTAL DESIGN

TYPE	CODE	DESCRIPTION
Other	6.01	WATER AND SANITARY SEWER SYSTEMS - WATER DISTRIBUTION AND SANITARY SEWAGE COLLECTION AND TRANSMISSION SYSTEMS
Other	9.01	SOILS, FOUNDATIONS AND MATERIALS TESTING - DRILLING, SUBSURFACE INVESTIGATIONS AND SEISMOGRAPHIC SERVICES
Other	9.02	SOILS, FOUNDATIONS AND MATERIALS TESTING - GEOTECHNICAL AND MATERIALS ENGINEERING SERVICES
Other	10.01	ENVIRONMENTAL ENGINEERING - STORMWATER DRAINAGE DESIGN ENGINEERING SERVICES
Other	13.00	GENERAL ELECTRICAL ENGINEERING
Other	15.01	SURVEYING AND MAPPING - LAND SURVEYING
Other	15.04	HYDROGRAPHIC SURVEYS

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: 98

PROPOSALS RECEIVED: 5

TOTAL CONTRACT PERIOD:
1825 Days. Excludes Warranty Administration Period
The contract period consists of five (5) years for professional services requested during the initial term, or until the money is depleted, whichever comes first.

CONTINGENCY PERIOD:
182 Days.
Based on the five (5) 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 May 20, 2014. Five (5) proposals were submitted on June 11, 2014, in response to the NTPC. All five (5) respondents were 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 August 11, 2014 to evaluate the proposals received. All five (5) firms were evaluated in accordance with Section 2-10.4 of the Miami-Dade County Code, Implementing Order 3-34, and Administrative Order 3-39. Local Preference was applied to the First-Tier Evaluation; therefore, the final ranking was based on total qualitative scores. The final qualitative rankings for the top three (3) firms were as follows: Firm No. 1, HDR Engineering, Inc. (HDR) received 446 points; Firm No. 2, CH2M Hill, Inc. received 444 points; and Firm No. 3, Bermello, Ajamil & Partners, Inc. (Bermello) received 435 points.

Based on the CSC's professional expertise and by a unanimous vote, the CSC shortlisted the top three (3) firms for a Second Tier Evaluation with oral presentations. A Second Tier Meeting was held on September 09, 2014. The three (3) firms were evaluated in accordance with Administrative Order 3-39. Local Preference was not applied to the Second-Tier Evaluation because all three (3) firms were local; therefore, the final ranking was based on total ordinal scores. The final ordinal rankings for the firms were as follows: Firm No. 1, CH2M Hill, Inc., received 5 points; Firm No. 2, HDR, received 9 points; and Firm No. 3, Bermello, received 10 points. Based on the above results, the CSC recommended that negotiations be conducted with CH2M Hill, Inc.

Subsequently, the top three (3) ranked firms were found in compliance with the Small Business Enterprise-Architectural and Engineering requirements established for this solicitation. The County Mayor's Designee, the Director of the Internal Services Department (ISD), concurred with the CSC and on December 4, 2014 the first negotiation meeting was held. After only one (1) negotiation, the Negotiation Committee arrived at a schedule of rates that was fair and reasonable to provide marine infrastructure engineering services for PortMiami.

Pursuant to Resolution R-187-12, and in accordance with ISD's Procurement Guidelines, PortMiami staff exercised due diligence to determine Consultant responsibility for CH2M Hill, Inc. 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 CH2M Hill, Inc.'s prior experience with the County. There are 22 evaluations on record in the Capital Improvements Information System for

	CH2M Hill, Inc. with an above average rating of 3.8 out of a possible 4.0 points. Based on the above, it is recommended that this Agreement be awarded in the not to exceed amount of $3,300,000.00, to CH2M Hill, Inc.
SUBMITTAL DATE:	06/11/2014
ESTIMATED NOTICE TO PROCEED:	05/11/2015
PRIME CONSULTANT:	CH2M Hill, Inc.
COMPANY PRINCIPAL:	Todd Stockberger, PE
COMPANY QUALIFIERS:	Casey Long, PE
COMPANY EMAIL ADDRESS:	Casey.Long@CH2M.com
COMPANY STREET ADDRESS:	3150 SW 38 Avenue, Suite 700
COMPANY CITY-STATE-ZIP:	Miami, FL 33146
YEARS IN BUSINESS:	63
PREVIOUS EXPERIENCE WITH COUNTY IN THE LAST FIVE YEARS:	According to the Firm History Report, as provided by the Division of Small Business Development, within the last five (5) years, CH2M Hill, Inc. has held eight (8) contracts, five (5) through the Equitable Distribution Program, with a total value of $142,482,345.00, including change orders approved by the Board of County Commissioners, in the amount of $4,511,300.00. One (1) of the two (2) Change Orders in the amount of $4,500,000.00 was issued for a contract awarded in October 2007.
SUB-CONSULTANTS:	A.D.A. Engineering, Inc. CB&I Environmental & Infrastructure, Inc., IT Corporation (ITC) CMH Port Planning, LLC EAC Consulting, Inc. Louis J. Aguirre & Associates, P.A. Robayna and Associates, Inc. Tierra South Florida, Inc.
MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS:	Yes The Prime Consultant must demonstrate experience in five (5) projects performed in the State of Florida over the past ten (10) years of similar work as described above. The expertise must be met by a qualified individual(s) of the prime firm. 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. The determination for the individual's qualifications and compliance with the experience and qualifications shall be at the sole discretion of the County. NOTE 1: In addition, the prime consultant and/or sub-consultants selected for award of this solicitation will not be considered for any

design-build projects, for which design criteria specifications are developed for PortMiami under this Agreement.

NOTE 2: PortMiami will select two (2) consultant teams via two (2) separate Notices to Professional Consultants. The Prime Consultant and/or sub-consultants selected for award of a PSA under ISD Project No. E13-SEA-03 will not be considered for award of a PSA under ISD Project No. E13-SEA-04. Negotiations are currently underway with the selected consultant team for ISD Project No. E13-SEA-03.

NOTE 3: Prime and sub-consultants selected for a PSA under ISD Project No. E11-SEA-03, Program Management Consultant Services will not be considered for award of a PSA under ISD Project No. E13-SEA-04.

REVIEW COMMITTEE: **MEETING DATE:** 07/31/2013 **SIGNOFF DATE:** 08/07/2013
RESUBMIT DATE: 03/27/2014 **RESUBMIT SIGNOFF:** 03/31/2014

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

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:

TYPE	GOAL	ESTIMATED VALUE	COMMENT
SBE-A&E	15.00%	$495,000.00	
CWP	0.00%	0	Not Applicable

MANDATORY CLEARING HOUSE: No

CONTRACT MANAGER NAME / PHONE / EMAIL:	Gyselle Pino	(305) 347-4833	gmf@miamidade.gov
PROJECT MANAGER NAME / PHONE / EMAIL:	Elizabeth Ogden, R.A.	(305) 347-5521	EOGDEN@miamidade.gov

Background

BACKGROUND: This PSA is necessary to provide PortMiami with a qualified consultant to provide comprehensive engineering consulting services for the Seaport's marine-related infrastructure. The Consultant will provide marine engineering design and design criteria services for the repair, rehabilitation, removal and replacement and new construction of the Seaport's marine infrastructure in support of the construction document development and management for future capital improvement projects for the sustainability of cruise and cargo operations.

BUDGET APPROVAL
FUNDS AVAILABLE: _____ OMB DIRECTOR — 3/12/15 DATE

APPROVED AS TO
LEGAL SUFFICIENCY: _____ COUNTY ATTORNEY — March 10, 2015 DATE
subject to edits set forth on page 1

_____ DEPUTY MAYOR — 3/20/15 DATE

CLERK DATE _____ DATE

Furniture, Fixtures and Equipment	11,198	0	0	0	0	0	0	0	11,198
TOTAL EXPENDITURES:	33,335	6,000	3,200	0	0	0	0	0	42,535

INFRASTRUCTURE IMPROVEMENTS — PROJECT #: 645430

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

REVENUE SCHEDULE:	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
Seaport Bonds/Loans	16,522	18,250	11,500	21,500	22,650	20,000	0	0	110,422
TOTAL REVENUES:	16,522	18,250	11,500	21,500	22,650	20,000	0	0	110,422
EXPENDITURE SCHEDULE:	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
Construction	16,522	18,250	11,500	21,500	22,650	20,000	0	0	110,422
TOTAL EXPENDITURES:	16,522	18,250	11,500	21,500	22,650	20,000	0	0	110,422

CARGO BULKHEAD REHABILITATION — PROJECT #: 646300

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

REVENUE SCHEDULE:	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
Seaport Bonds/Loans	10,603	8,000	16,000	0	0	0	0	0	34,603
TOTAL REVENUES:	10,603	8,000	16,000	0	0	0	0	0	34,603
EXPENDITURE SCHEDULE:	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
Construction	10,603	8,000	16,000	0	0	0	0	0	34,603
TOTAL EXPENDITURES:	10,603	8,000	16,000	0	0	0	0	0	34,603

SOUTH FLORIDA CONTAINER TERMINAL IMPROVEMENTS — PROJECT #: 647150

DESCRIPTION: Improve South Florida Container Terminal drainage and add cargo yard projects
LOCATION: Dante B. Fascell Port of Miami-Dade — District Located: 5
Port of Miami — District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
Seaport Bonds/Loans	300	9,700	0	0	0	0	0	0	10,000
TOTAL REVENUES:	300	9,700	0	0	0	0	0	0	10,000
EXPENDITURE SCHEDULE:	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
Construction	300	9,700	0	0	0	0	0	0	10,000
TOTAL EXPENDITURES:	300	9,700	0	0	0	0	0	0	10,000

MEMORANDUM MIAMI-DADE COUNTY

DATE: August 8, 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. E13-SEA-04
Non-Exclusive Professional Services Agreement for Marine Infrastructure 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 Community Business Enterprise (CBE-A/E) Program for Architectural and Engineering Services. The contract measure established for this project is a 15% CBE sub-consultant goal.

The Professional Services Division of the Internal Services Department has submitted proposals from Bermello, Ajamil & Partners, Inc. #2, CH2M Hill, Inc. #3, and HDR Engineering, Inc. #5, for compliance review. Following is the pre-award compliance status and summary.

STATUS:

1. Bermello, Ajamil & Partners, Inc. #2 — Compliant
2. CH2M Hill, Inc. #3 — Compliant
3. HDR Engineering, Inc. #5 — Compliant

SUMMARY:

Bermello, Ajamil & Partners, Inc. #2 submitted the required Letters of Agreement (LOA) listing certified CBE firms Geosol, Inc. to perform Drilling Subsurface Investigations & Seismographic and Geotechnical & Materials Engineering Services at 10%, E Sciences, Incorporated to perform Environmental Engineering-Stormwater Drainage Design Services at 5%, Manuel G. Vera & Associates, Inc. to perform Survey and Mapping-Land Surveying at 4%, and Hammond & Associates, Inc. to perform General Electrical Engineering at 1%. Bermello, Ajamil & Partners, Inc. is in compliance with the requirements of the CBE program.

CH2M Hill, Inc. #3 submitted the required Letters of Agreement (LOA) listing certified CBE firms A.D.A. Engineering, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, Environmental Engineering-Stormwater Drainage Design Services, General Civil Engineering, and Engineering Construction Management at 9%, Louis J. Aguirre & Associates, P.A. to perform General Electrical Engineering at 2%, Robayna and Associates, Inc. to perform Environmental Engineering-Stormwater Drainage Design Services, Surveying and Mapping-Land Surveying, Hydrographic Surveys, and General Civil Engineering at 3%, and Tierra South Florida, Inc. to perform Drilling Subsurface Investigations & Seismographic and Geotechnical & Materials Engineering Services at 1%. CH2M Hill, Inc. is in compliance with the requirements of the CBE program.

HDR Engineering, Inc. #5 submitted the required Letters of Agreement (LOA) listing certified CBE firms A.D.A. Engineering, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, Environmental Engineering-Stormwater Drainage Design Services, General Electrical Engineering, and Engineering Construction Management at 8%, Geosol, Inc. to perform Drilling Subsurface Investigations &

Seismographic and Geotechnical & Materials Engineering Services at 4%, and F.R. Aleman & Associates, Inc. to perform Surveying and Mapping-Land Surveying and at 3%. HDR Engineering, Inc. is in compliance with the requirements of the CBE program.

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

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

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: Raymond Garcia, ISD
Traci Adams-Parish, SBD-ISD
File

Small Business Development Division
Project Worksheet

Project/Contract Title: NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR MARINE INFRASTRUCTURE ENGINEERING SERVICES (SIC 871)

Received Date: 03/27/2014

Project/Contract No: E13-SEA-04

Funding Source: SEAPORT LOANS

Department: SEAPORT

Resubmittal Date(s): 07/31/2013

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

Description of Project/Bid: To establish a Professional Services Agreement (PSA) for a consultant to provide marine engineering inspection, evaluation, design, and design criteria services for the construction, repair and rehabilitation, removal and replacement, and new construction of PortMiami's Marine infrastructure.

Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	CBE	15.00%

Reasons for Recommendation

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

Attempts were made at establishing a Tier 2 Set-Aside for CBE firms; however, only one CBE firm is certified in all "Three" Technical Categories (5.05, 5.08, & 17.00 which accounts for 85% of the scopes of services); and required of the prime, in addition to the minimum requirements stipulated, which must be satisfied by the prime. Therefore, SBD concurs with the recommendation of a 15% CBE Goal, which is the remaining scope of services.

Reason for resubmittal: There were changes to the scopes of services (inclusive of the areas identified for the prime versus the sub-consultants), which accounts for the reduction in the CBE recommendation from the original 22% to the current 15%.

SIC 871 – Architectural and Engineering Services

Technical Category: 0504-Port & Waterway Sys-Cruise Terminal Equip Design; 0505-Port & Waterway Systems-Cargo Terminal Design; 0508-Port & Waterway Systems-Marine Engineering Design; 0509-Port & Waterway Systems-Environmental Design; 0601-W & S Sewer Sys-Water Dist & Sanitary Sewage Coll; 0800-Telecommunications Systems; 0901-Drilling Subsurface Investigations & Seismographic; 0902-Geotechnical & Materials Engineering Services; 1001-Environmental Eng-Stormwater Drainage Design Serv; 1300-General Electrical Engineering; 1501-Surveying And Mapping-Land Surveying; 1504-Hydrographic Surveys; 1700-Engineering Construction Management

Small Business Contract Measure Recommendation

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
W & S SEWER SYS-WATER DIST & SANITARY SEWAGE COLL	CBE	$33,000.00	1.00%	73
ENVIRONMENTAL ENG-STORMWATER DRAINAGE DESIGN SERV	CBE	$99,000.00	3.00%	61
GENERAL ELECTRICAL ENGINEERING	CBE	$66,000.00	2.00%	38
HYDROGRAPHIC SURVEYS	CBE	$33,000.00	1.00%	6
PORT & WATERWAY SYSTEMS-ENVIRONMENTAL DESIGN	CBE	$132,000.00	4.00%	8
DRILLING SUBSURFACE INVESTIGATIONS & SEISMOGRAPHIC	CBE	$33,000.00	1.00%	9
GEOTECHNICAL & MATERIALS ENGINEERING SERVICES	CBE	$66,000.00	2.00%	14
SURVEYING AND MAPPING-LAND SURVEYING	CBE	$33,000.00	1.00%	21
	Total	$495,000.00	15.00%	

Living Wages: YES NO [X]

Responsible Wages: YES NO [X]

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

DBDR0090 v.20130116

MIAMI-DADE COUNTY

Small Business Development Division

Project Worksheet

Project/Contract Title: NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR MARINE INFRASTRUCTURE ENGINEERING SERVICES (SIC 871)

Received Date: 03/27/2014

Project/Contract No: E13-SEA-04

Funding Source: SEAPORT LOANS

Department: SEAPORT

Resubmittal Date(s): 07/31/2013

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 ____

SBD Director Date

DBDR0090 v.20130116

Furniture, Fixtures and Equipment	11,198	0	0	0	0	0	0	0	11,198
TOTAL EXPENDITURES:	33,335	6,000	3,200	0	0	0	0	0	42,535

INFRASTRUCTURE IMPROVEMENTS PROJECT #: 645430

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

REVENUE SCHEDULE:	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
Seaport Bonds/Loans	16,522	18,250	11,500	21,500	22,650	20,000	0	0	110,422
TOTAL REVENUES:	16,522	18,250	11,500	21,500	22,650	20,000	0	0	110,422
EXPENDITURE SCHEDULE:	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
Construction	16,522	18,250	11,500	21,500	22,650	20,000	0	0	110,422
TOTAL EXPENDITURES:	16,522	18,250	11,500	21,500	22,650	20,000	0	0	110,422

CARGO BULKHEAD REHABILITATION PROJECT #: 646300

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

REVENUE SCHEDULE:	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
Seaport Bonds/Loans	10,603	8,000	16,000	0	0	0	0	0	34,603
TOTAL REVENUES:	10,603	8,000	16,000	0	0	0	0	0	34,603
EXPENDITURE SCHEDULE:	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
Construction	10,603	8,000	16,000	0	0	0	0	0	34,603
TOTAL EXPENDITURES:	10,603	8,000	16,000	0	0	0	0	0	34,603

SOUTH FLORIDA CONTAINER TERMINAL IMPROVEMENTS PROJECT #: 647150

DESCRIPTION: Improve South Florida Container Terminal drainage and add cargo yard projects
LOCATION: Dante B. Fascell Port of Miami-Dade; Port of Miami
District Located: 5
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
Seaport Bonds/Loans	300	9,700	0	0	0	0	0	0	10,000
TOTAL REVENUES:	300	9,700	0	0	0	0	0	0	10,000
EXPENDITURE SCHEDULE:	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
Construction	300	9,700	0	0	0	0	0	0	10,000
TOTAL EXPENDITURES:	300	9,700	0	0	0	0	0	0	10,000

Department: Port of Miami

1/29/2015 4:02:43 PM

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

Project Title: 645430-INFRASTRUCTURE IMPROVEMENTS

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

CDP Project Revenue

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

CIIS Site Funding Info

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

75749 - 1015 N AMERICA WY	0	0	9,200,000	6,122,000	1,200,000	18,250,000	11,500,000	64,150,000	110,422,000
Desc: Wharves Strengthening Program									
76606 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Wharf I Emergency Bulkhead Repair Phase II									
76656 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: 1080 Building Re-Roofing									
76665 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Port of Miami Bridge Control House Re-roofing									
76693 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc:									
76694 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Terminal H Re-roofing									
76886 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Mooring Bollards Phase I									
76932 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Cruise Terminal J Interior Upgrades and Overhead Door									
76941 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Parking Garage D Comm. & Access Control (includes Surface Lot E Plan Revisions									
76946 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Update and improve various infrastructure portions of the Port									
76960 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Parking Garage J Repairs									
76980 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: MDFR Marine Unit at Cruise Terminal H									
76998 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Cruise Terminal J Building Upgrades									
77130 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Cargo Gate Modifications and Improvements									

77186 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Wharf Access Gates - Design and Implementation Support for Pedestrians and Vehicles									
77210 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Envelope and Electrical Repairs (1001/1007/1015 & 1509 Buildings)									
77217 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: 12/06/12 LS - Site created today									
77218 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Architectural and Engineering Services for PortMiami Cruise Terminals and Central Examination Facilities									
77225 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: CCTV & Communications - Parking Garages D & G, Surface Lots E & H									
77339 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Shed C Demolition									
77342 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: PortMiami Portwide Wayfinding									
77407 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Architectural and Engineering Services for PortMiami Cruise Terminals									
77412 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Cruise Terminals B & C Window Panels Replacement									
77428 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Cruise Terminal H Rehabilitation - Tenant Office Relocation									
77429 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: CT H Life Safety Repairs & Chiller Replacement									
77431 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Marine Infrastructure Engineering Services PSA No. 1									
77434 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Marine Infrastructure Engineering Services - 1st PSA									
77435 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0
Desc: Civil Infrastructure Engineering Services - 1st PSA									

77436 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0	0
Desc: Civil Infrastructure Engineering Services - 2nd PSA										
77437 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0	0
Desc: A/E Services for Federal Inspection Facility										
77438 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0	0
Desc: Professional Consulting Services for Multiple Small MEP Projects										
77440 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0	0
Desc: Cruise Terminal C New Passenger Boarding Bridge Door										
77522 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0	0
Desc: A/E Services for PMCM & MSRC Facilities										
77569 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0	0
Desc: Cruise Terminals D and E Elevator A/C Units (Mini Split)										
77695 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0	0
Desc: Cruise Terminal D & E Separation Wall (Accodion)										
77700 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0	0
Desc: Update and improve various infrastructure portions of the Port										
77701 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0	0
Desc: Parking Garage J Structural Joint Repairs										
77702 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0	0
Desc: Parking Garage J Structural Joint Repairs										
77705 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0	0
Desc: Parking Garage G Structural Joint Repairs										
77706 - 1015 N AMERICA WY	0	0	0	0	0	0	0	0	0	0
Desc: Parking Garage G Structural Joint Repairs										
Total: Count 45	0	0	9,200,000	6,122,000	1,200,000	18,250,000	11,500,000	64,150,000	110,422,000	

	Recs:	05-06:	06-07:	07-08:	08-09:	09-10:	10-11:	11-12:	12-13:	13-14:	14-15:	15-16:	16-17:	17-18:	18-19:	19-20:	20-21:	21-22:	22-23:	23-24:	Total:
CIIS Proposed RV:	40	0	0	21,190,000	3,780,559	4,177,489	3,379,810	3,092,811	3,322,893	10,165,824	5,930,000	5,820,000	2,390,000	0	0	0	0	0	0	0	63,249,385.83
CIIS Proposed																					

MS: 41 0 0 55,000 2,099,336 3,431,230 2,499,810 2,092,811 2,322,893 9,165,824 5,930,000 5,820,000 2,390,000 0 0 0 0 0 0 0 35,806,903.85

CIIS Proposed Book Report

PROJECT REPORT 4

EXIT

Current Contracts for Project 645430

Dept	ContractNo	Contract Name	RTA / MCC Estimated Allocation	Award / MCC Award Allocation	CIIS Award
SP	7360: 2006-019.03	CCTV & Communications (Parking Garages D & G, Surface Lots E & H)	$1,760,200.23	$0.00	Cancelled
SP	7040: 2006-019.03-R	CCTV & Communications (Parking Garages D & G, and Surface Lot E)	$558,260.53	$0.00	$648,929.62
SP	7360: 2006-030.01	Rip Rap Repairs at RCCL Building (Area 1) and Seaboard West (Area 2)	$1,544,341.00	$0.00	$733,406.20
SP	7040: 2007-010	MDFR Marine Unit at Cruise Terminal H	$553,279.00	$977,760.00	$1,027,390.49
SP	2007.013	Oleta River State Park Mitigation	$0.00	$100,000.00	$2,851,269.52
SP	2007.013	Oleta River State Park Mitigation	$0.00	$121,744.10	$2,851,269.52
SP	7040: 2007.021	Wharf Access Gates as per "Design and Implementation Support for Pedestrians and Vehicles	$87,519.43	$0.00	$1,716,438.95
SP	7040: 2007.054	New I.T. Telecommunications Room	$2,060.00	$0.00	$58,008.00
SP	7040: 2008-101	Cruise Terminals F & G One Stop Shop Modifications	$338,174.00	$0.00	$458,111.17
SP	7040: 2008-102	Cruise Terminal G Third Floor HVAC Modifications	$282,931.00	$0.00	$323,896.16
SP	7040: 2008-122.05	Parking Garage J Repairs	$333,500.00	$0.00	$446,581.00
SP	7040: 2008-122.07	Cruise Terminal J Interior Upgrades and Overhead Door	$450,857.00	$0.00	$449,561.22
SP	7040: 2008-122.09	Cruise Terminal J Building Upgrades	$999,202.00	$0.00	$868,526.30
SP	7040: 2008-140R	Port of Miami Bridge Control House Re-roofing	$8,750.00	$0.00	$10,430.00
SP	7040: 2008-163.01	Shed C Demolition	$1,055,110.33	$0.00	$1,311,824.64

SP	7360: 2009-028	Wharf I Emergency Repairs	$65,335.50	$0.00	$76,812.96
SP	7040: 2010-026	Terminal H Re-Roofing	$850,360.00	$0.00	$543,893.98
SP	7040: 2010-027	Admin Buildings 1001, 1015 and Annex Re-roof	$776,749.00	$0.00	$489,680.00
SP	7040: 2010-032.03	Envelope and Electrical Repairs (Buildings 1001, 1007, 1015 & Shed B)	$1,112,313.00	$0.00	$1,067,679.10
SP	7040: 2010-044	1080 Building Re-roofing	$948,233.00	$0.00	$537,939.01
SP	7040: 2013-027.02	Cruise Terminals B & C Window Panels Replacement	$114,870.00	$0.00	$109,500.00
SP	7040: 2013-038.01	Cruise Terminal C New Passenger Boarding Bridge Door	$76,923.00	$0.00	$79,100.00
SP	7040: 2014-004.01	Parking Garage G Structural Joint Repairs	$131,245.00	$0.00	$94,920.00
SP	7040: 2014-004.02	Parking Garage J Structural Joint Repairs	$77,295.00	$0.00	$64,534.30
SP	A12-SEA-01	Architectural and Engineering Services for PortMiami Cruise Terminals	$1,100,000.00	$0.00	$2,200,000.00
SP	A12-SEA-01	Architectural and Engineering Services for PortMiami Cruise Terminals	$1,100,000.00	$0.00	$2,200,000.00
SP	A12-SEA-01	Architectural and Engineering Services for PortMiami Cruise Terminals	$1,100,000.00	$0.00	$2,200,000.00
SP	A12-SEA-01	Architectural and Engineering Services for PortMiami Cruise Terminals	$1,100,000.00	$0.00	$2,200,000.00
SP	A12-SEA-01	Architectural and Engineering Services for PortMiami Cruise Terminals	$0.00	$275,000.00	$2,200,000.00
SP	A12-SEA-01	Architectural and Engineering Services for PortMiami Cruise Terminals	$0.00	$640,000.00	$2,200,000.00
SP	A12-SEA-01	Architectural and Engineering Services for PortMiami Cruise Terminals	$0.00	$640,000.00	$2,200,000.00
SP	A12-SEA-01	Architectural and Engineering Services for PortMiami Cruise Terminals	$0.00	$645,000.00	$2,200,000.00
SP	A13-SEA-01	PortMiami Portwide Wayfinding	$650,000.00	$0.00	$650,000.00
SP	A13-SEA-01	PortMiami Portwide Wayfinding	$0.00	$54,200.00	$650,000.00
SP	A13-SEA-01	PortMiami Portwide Wayfinding	$0.00	$216,000.00	$650,000.00
SP	A13-SEA-01	PortMiami Portwide Wayfinding	$0.00	$118,700.00	$650,000.00

SP	A13-SEA-01	PortMiami Portwide Wayfinding	$0.00	$163,800.00	$650,000.00
SP	A13-SEA-01	PortMiami Portwide Wayfinding	$0.00	$97,300.00	$650,000.00
SP	A13-SEA-02	Architectural and Engineering Services for PortMiami Cruise Terminals	$0.00	$550,000.00	$2,200,000.00
SP	A13-SEA-02	Architectural and Engineering Services for PortMiami Cruise Terminals	$0.00	$550,000.00	$2,200,000.00
SP	A13-SEA-02	Architectural and Engineering Services for PortMiami Cruise Terminals	$0.00	$550,000.00	$2,200,000.00
SP	A13-SEA-02	Architectural and Engineering Services for PortMiami Cruise Terminals	$0.00	$550,000.00	$2,200,000.00
SP	A13-SEA-02	Architectural and Engineering Services for PortMiami Cruise Terminals	$550,000.00	$0.00	$2,200,000.00
SP	A13-SEA-02	Architectural and Engineering Services for PortMiami Cruise Terminals	$550,000.00	$0.00	$2,200,000.00
SP	A13-SEA-02	Architectural and Engineering Services for PortMiami Cruise Terminals	$550,000.00	$0.00	$2,200,000.00
SP	A13-SEA-02	Architectural and Engineering Services for PortMiami Cruise Terminals	$550,000.00	$0.00	$2,200,000.00
SP	A13-SEA-03	Architectural and Engineering Services for PortMiami Federal Inspection Facility	$0.00	$353,000.00	$2,233,000.00
SP	A13-SEA-03	Architectural and Engineering Services for PortMiami Federal Inspection Facility	$0.00	$550,000.00	$2,233,000.00
SP	A13-SEA-03	Architectural and Engineering Services for PortMiami Federal Inspection Facility	$0.00	$550,000.00	$2,233,000.00
SP	A13-SEA-03	Architectural and Engineering Services for PortMiami Federal Inspection Facility	$0.00	$550,000.00	$2,233,000.00
SP	A13-SEA-03	Architectural and Engineering Services for PortMiami Federal Inspection Facility	$550,000.00	$0.00	$2,233,000.00
SP	A13-SEA-03	Architectural and Engineering Services for PortMiami Federal Inspection Facility	$550,000.00	$0.00	$2,233,000.00
SP	A13-SEA-03	Architectural and Engineering Services for PortMiami Federal Inspection Facility	$550,000.00	$0.00	$2,233,000.00
SP	A13-SEA-03	Architectural and Engineering Services for PortMiami	$550,000.00	$0.00	$2,233,000.00

		Federal Inspection Facility			
SP	A13-SEA-03	Architectural and Engineering Services for PortMiami Federal Inspection Facility	$0.00	$230,000.00	$2,233,000.00
SP	A13-SEA-04	Architectural and Engineering Services for Crane Management and General Warehouse Facilities	$500,000.00	$0.00	$0.00
SP	A13-SEA-04	Architectural and Engineering Services for Crane Management and General Warehouse Facilities	$320,000.00	$0.00	$0.00
SP	A13-SEA-04	Architectural and Engineering Services for Crane Management and General Warehouse Facilities	$500,000.00	$0.00	$0.00
SP	E09-SEA-01	Wharves Strengthening Program	$0.00	$240,000.00	$2,750,000.00
SP	E12-SEA-01	Cargo Gate Modifications and Process Improvements	$2,475,000.00	$0.00	$2,475,000.00
SP	E12-SEA-01	Cargo Gate Modifications and Process Improvements	$0.00	$2,475,000.00	$2,475,000.00
SP	E12-SEA-02	Geographic Information System Services	$500,000.00	$0.00	$999,979.55
SP	E12-SEA-02	Geographic Information System Services	$500,000.00	$0.00	$999,979.55
SP	E12-SEA-02	Geographic Information System Services	$0.00	$499,989.77	$999,979.55
SP	E12-SEA-02	Geographic Information System Services	$0.00	$499,989.78	$999,979.55
SP	E13-SEA-01	Civil Infrastructure Engineering Services	$730,000.00	$0.00	$2,200,000.00
SP	E13-SEA-01	Civil Infrastructure Engineering Services	$730,000.00	$0.00	$2,200,000.00
SP	E13-SEA-01	Civil Infrastructure Engineering Services	$740,000.00	$0.00	$2,200,000.00
SP	E13-SEA-01	Civil Infrastructure Engineering Services	$0.00	$610,000.00	$2,200,000.00
SP	E13-SEA-01	Civil Infrastructure Engineering Services	$0.00	$735,000.00	$2,200,000.00
SP	E13-SEA-01	Civil Infrastructure Engineering Services	$0.00	$735,000.00	$2,200,000.00
SP	E13-SEA-01	Civil Infrastructure Engineering Services	$0.00	$120,000.00	$2,200,000.00
SP	E13-SEA-02	Civil Infrastructure Engineering Services	$730,000.00	$0.00	$0.00
SP	E13-SEA-02	Civil Infrastructure Engineering Services	$730,000.00	$0.00	$0.00
SP	E13-SEA-02	Civil Infrastructure Engineering Services	$740,000.00	$0.00	$0.00
SP	E13-SEA-03	Marine Infrastructure Engineering Services	$1,100,000.00	$0.00	$3,300,000.00
SP	E13-SEA-03	Marine Infrastructure Engineering Services	$1,100,000.00	$0.00	$3,300,000.00
SP	E13-SEA-03	Marine Infrastructure Engineering Services	$1,100,000.00	$0.00	$3,300,000.00

SP	E13-SEA-03	Marine Infrastructure Engineering Services	$0.00	$1,008,300.00	$3,300,000.00
SP	E13-SEA-03	Marine Infrastructure Engineering Services	$0.00	$1,008,300.00	$3,300,000.00
SP	E13-SEA-03	Marine Infrastructure Engineering Services	$0.00	$1,008,400.00	$3,300,000.00
SP	E13-SEA-03	Marine Infrastructure Engineering Services	$0.00	$275,000.00	$3,300,000.00
SP	E13-SEA-04	Marine Infrastructure Engineering Services	$660,000.00	$0.00	$3,300,000.00
SP	E13-SEA-04	Marine Infrastructure Engineering Services	$660,000.00	$0.00	$3,300,000.00
SP	E13-SEA-04	Marine Infrastructure Engineering Services	$0.00	$660,000.00	$3,300,000.00
SP	E13-SEA-04	Marine Infrastructure Engineering Services	$0.00	$660,000.00	$3,300,000.00
SP	E13-SEA-04	Marine Infrastructure Engineering Services	$0.00	$660,000.00	$3,300,000.00
SP	E13-SEA-04	Marine Infrastructure Engineering Services	$0.00	$660,000.00	$3,300,000.00
SP	E13-SEA-04	Marine Infrastructure Engineering Services	$0.00	$660,000.00	$3,300,000.00
SP	E13-SEA-04	Marine Infrastructure Engineering Services	$660,000.00	$0.00	$3,300,000.00
SP	E13-SEA-04	Marine Infrastructure Engineering Services	$660,000.00	$0.00	$3,300,000.00
SP	E13-SEA-04	Marine Infrastructure Engineering Services	$660,000.00	$0.00	$3,300,000.00
SP	7040: M2012-007	Cruise Terminal D and E Separation Wall - Accordion	$52,690.00	$0.00	$137,518.74
SP	7040: M2014-009	Cruise Terminals D & E Elevator A/C Units (Mini Split)	$26,950.00	$0.00	$48,725.60
		Total Allocated:	$35,691,947.79	$20,997,483.65	

Current Contracts for Sites of Project 645430

(Theses contracts are not necessarily funded from this project)

Dept	Site NO	ContractNo	Award Allocation
SP	#75006	E08-SEA-03	$1,265,000.00
SP	#75645	E09-SEA-01	$240,000.00
SP	#75557	2006-030.01	$733,406.20
SP	#75558	2008-102	$323,896.16
SP	#75582	2008-101	$275,660.00
SP	#75645	2009-028	$76,812.96
SP	#76656	2010-044	$1,120,474.00
SP	#76665	2008-140R	$8,750.00

SP	#76693	2010-027		$776,749.00
SP	#76932	2008-122.07		$450,857.00
SP	#76960	2008-122.05		$300,000.00
SP	#76980	2007-010		$977,760.00
SP	#76998	2008-122.09		$999,202.00
SP	#77130	E12-SEA-01		$2,475,000.00
SP	#77186	2007.021		$1,666,901.42
SP	#77210	2010-032.03		$1,112,313.00
SP	#77218	A12-SEA-01		$2,200,000.00
SP	#77225	2006-019.03		$1,760,200.23
SP	#77339	2008-163.01		$1,055,110.33
SP	#77342	A13-SEA-01		$650,000.00
SP	#77407	A13-SEA-02		$2,200,000.00
SP	#77412	2013-027.02		$114,870.00
SP	#77431	E13-SEA-04		$3,300,000.00
SP	#77434	E13-SEA-03		$3,300,000.00
SP	#77435	E13-SEA-01		$2,200,000.00
SP	#77436	E13-SEA-02		$2,200,000.00
SP	#77437	A13-SEA-03		$2,233,000.00
SP	#77225	2006-019.03-R		$558,260.53
SP	#77440	2013-038.01		$76,923.00
SP	#77522	A13-SEA-04		$1,339,800.00
SP	#77569	M2014-009		$26,950.00
SP	#77695	M2012-007		$52,690.00
SP	#77702	2014-004.02		$77,295.00
SP	#77706	2014-004.01		$131,245.00
			Total Allocated:	$36,279,125.83

Search for Site Number
Search for Budget Project Number

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Exit

Port of Miami

Contract Capital Projects

CONTRACT NO: - E13-SEA-04

CURRENT CONTRACT CDP AWARD PROJECTS:

ACTION	CAPITAL BUDGET PROJECT / DESCRIPTION	E13-SEA-04 Estimate
None	CDP - 645430 - INFRASTRUCTURE IMPROVEMENTS	$660,000.00
	Capital Budget Book Page: 139	Funding Year: Adopted Capital Budget Book for
None	CDP - 645430 - INFRASTRUCTURE IMPROVEMENTS	$660,000.00
	Capital Budget Book Page: 139	Funding Year: Adopted Capital Budget Book for
None	CDP - 645430 - INFRASTRUCTURE IMPROVEMENTS	$660,000.00
	Capital Budget Book Page: 139	Funding Year: Adopted Capital Budget Book for
None	CDP - 645430 - INFRASTRUCTURE IMPROVEMENTS	$660,000.00
	Capital Budget Book Page: 139	Funding Year: Adopted Capital Budget Book for

None	CDP - 645430 - INFRASTRUCTURE IMPROVEMENTS	$660,000.00

Capital Budget Book Page: 139

Funding Year: Adopted Capital Budget Book for

Project Totals: $3,300,000.00

ADDITIONAL CDP PROJECTS: (BY PROJECT DESC)

ACTION	CDP PROJECT / DESCRIPTION	E13-SEA-04 Estimate
None	Select CDP Project...	0

ADDITIONAL CDP PROJECTS: (BY PROJECT NUMBER)

ACTION	CDP PROJECT / DESCRIPTION	E13-SEA-04 Estimate
None	Select CDP Project...	0

Exit

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

Exit

INTERNAL SERVICE DEPARTMENT
CAPITAL IMPROVEMENTS INFORMATION SYSTEM
Thursday, January 29, 2015

All Contracts for FEIN 590918189
CH2M Hill, Inc.

DST	DPT	Type	Contract	Name	Location / Contractor	Estimated Completion Date	Total Award	Last Status Date	% Complete / Status *
30	PR	PSA	999999-05-001-4	Park and Recreation Marina Improvements Full Ser	CH2M Hill, Inc.	9/28/2010	$1,000,000	6/3/2008	5% / On Schedule
5	SP	PSA	A12-SEA-01	Architectural and Engineering Services for PortM	CH2M Hill, Inc.	1/21/2021	$2,000,000		0% / N/A
0	PE	PSA	E01-DERM-01-1	Environmental Engineering Consultants for Planni	CH2M Hill, Inc.	11/1/2004	$1,500,000	3/9/2005	100% / Complete
5	SP	PSA	E03-SEA-04	Environmental Engineering Services	CH2M Hill, Inc.	7/14/2007	$2,000,000	6/8/2012	65% / Behind Schedule
5	SP	PSA	E03-SEA-05	Deep Draft Port Cruise and Cargo Marine Infrastr	CH2M Hill, Inc.	10/4/2008	$1,818,182	6/8/2012	67% / Behind Schedule
5	SP	PSA	E03-SEA-05-2	Area 2 (Bays 177-183) Construction of Seawall	CH2M Hill, Inc.	5/16/2016	$240,000	6/3/2014	60.9% / On Schedule
0	WS	PSA	E03-WASD-02	Deep Injection Well Design at South District Was	CH2M Hill, Inc.	3/22/2010	$5,000,000	11/7/2006	100% / Complete
8	WS	PSA	E06-WASD-14	Proposed Upgrades to the MDWASD's SDWWTP and its	CH2M Hill, Inc.	1/1/2014	$8,000,000	8/5/2014	89% / On Schedule
0	PR	EDP	EDP-PR-SR-70160112004	HOMESTEAD BAYFRONT PARK BOAT LAUNCH REPAIRS	CH2M HILL, INC.	N/A	$131,315		0% / N/A
0	PW	EDP	EDP-PW-SW-13V008	VIRGINIA KEY LANDFILL VALUE ENGINEERING STUDY	CH2M HILL, INC.	N/A	$60,000		0% / N/A
0	SP	EDP	EDP-SP-2010-035.01B	CRANES 11 -16 TIE-DOWNS	CH2M HILL, INC.	N/A	$193,582		0% / N/A
0	SP	EDP	EDP-SP-S2012-014	CARGO TERMINAL GATE STUDY	CH2M HILL, INC.	N/A	$200,000		0% / N/A
0	WS	EDP	EDP-WS-SR-163	GROUNDWATER MODELING	CH2M HILL, INC.	N/A	$50,000		0% / N/A
0	PE	PSA	E01-DERM-04, EP-30	Consultants for Civil Engineering Consulting Ser	GEE & Jenson	12/18/2003	$500,000	6/7/2005	100% / Complete
5	SP	PSA	E01-SEA-02-1	Cargo Yard Improvements	GEE & Jenson	3/25/2005	$2,000,000	10/5/2010	100% / Closed
					Totals:	15	$24,693,079		

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

Contracts Status View | Exit | Projects | Goto Top

Exit

Capital Improvements Information System

MCC Contractor Evaluations Report

Dept	Contract	Type	Contractor / Architect Name	Date	Rater	Period	Rate
PE	E01-DERM-01-1	PSA	CH2M Hill, Inc.	9/7/2006		Project conclusion or closeout	3.0
WS	E06-WASD-14 WO: 01	PSA	CH2M Hill, Inc.	12/4/2008	Humberto Codispoti	Completion of study or design	4.0
SP	E03-SEA-05 WO: 11	PSA	CH2M Hill, Inc.	1/8/2010	Leonor Ortega	Completion of study or design	3.6
WS	E06-WASD-14 WO: 5	PSA	CH2M Hill, Inc.	3/11/2011	Humberto Codispoti	Project conclusion or closeout	4.0
WS	E06-WASD-14 WO: 2	PSA	CH2M Hill, Inc.	4/11/2011	Humberto Codispoti	Completion of study or design	4.0
WS	E06-WASD-14 WO: 7	PSA	CH2M Hill, Inc.	4/4/2012	Humberto Codispoti	Project conclusion or closeout	4.0
WS	E06-WASD-14 WO: 6	PSA	CH2M Hill, Inc.	5/21/2013	Humberto Codispoti	Completion of study or design	4.0
SP	E03-SEA-04	PSA	CH2M Hill, Inc.	10/16/2013	Becky Hope	Project	4.0

	WO: 8					conclusion or closeout	
WS	E06-WASD-14	PSA	CH2M Hill, Inc.	8/5/2014	Mario Garcia	Interim	4.0
WS	EDP-WS-SR-163	EDP	CH2M Hill, Inc.	8/16/2012	Virginia Walsh	Project conclusion or closeout	4.0
PR	EDP-PR-SR-70160112004	EDP	CH2M Hill, Inc.	9/17/2014	John Gouthro	Project conclusion or closeout	3.0
WS	EDP-WS-SR-163	EDP	GEE & Jenson	8/16/2012	Virginia Walsh	Project conclusion or closeout	4.0
PR	EDP-PR-SR-70160112004	EDP	GEE & Jenson	9/17/2014	John Gouthro	Project conclusion or closeout	3.0
PE	E01-DERM-01-1	PSA	GEE & Jenson	9/7/2006		Project conclusion or closeout	3.0
WS	E06-WASD-14 WO: 01	PSA	GEE & Jenson	12/4/2008	Humberto Codispoti	Completion of study or design	4.0
SP	E03-SEA-05 WO: 11	PSA	GEE & Jenson	1/8/2010	Leonor Ortega	Completion of study or design	3.6
WS	E06-WASD-14 WO: 5	PSA	GEE & Jenson	3/11/2011	Humberto Codispoti	Project conclusion or closeout	4.0
WS	E06-WASD-14 WO: 2	PSA	GEE & Jenson	4/11/2011	Humberto Codispoti	Completion of study or design	4.0
WS	E06-WASD-14 WO: 7	PSA	GEE & Jenson	4/4/2012	Humberto Codispoti	Project conclusion or closeout	4.0

WS	E06-WASD-14 WO: 6	PSA	GEE & Jenson	5/21/2013	Humberto Codispoti	Completion of study or design	4.0
SP	E03-SEA-04 WO: 8	PSA	GEE & Jenson	10/16/2013	Becky Hope	Project conclusion or closeout	4.0
WS	E06-WASD-14	PSA	GEE & Jenson	8/5/2014	Mario Garcia	Interim	4.0

Evaluation Count: 22 Contractors: 1 Average Evaluation: 3.8

Exit

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MIAMI DADE COUNTY
Department of Small Business Development
A&E Firm History Report
From: 01/15/2010 To: 01/15/2015

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

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	DATE REQ TO DATE REPORTED	SUBCONTRACTORS
EDP-WS-SR-163	1	WS	NO MEASURE	09/07/2011	$50,000.00		$0.00	
GROUNDWATER MODELING								
					$50,000.00			
EDP-SP-2010-035.01B	1	SP	NO MEASURE	09/30/2011	$182,282.00		$0.00	
CRANES 11 -16 TIE-DOWNS								
Change Order # 1 JUN-10-14					$11,300.00			
					$193,582.00			
EDP-SP-S2012-014	1	SP	NO MEASURE	11/28/2011	$200,000.00		$0.00	
CARGO TERMINAL GATE STUDY								
					$200,000.00			
E03-SEA-05-2	1	SP	NO MEASURE	02/07/2012	$264,000.00		$0.00	
AREA 2 (BAYS 177-183) CONSTRUCTION OF SEAWALL (SIC 871)								
					$264,000.00			
EDP-PR-SR-70160112004	1	PR	NO MEASURE	01/28/2013	$131,315.00		$0.00	
HOMESTEAD BAYFRONT PARK BOAT LAUNCH REPAIRS								
					$131,315.00			

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

Change Orders without dates are pending BCC approval

DBDR0212

Friday, February 6, 2015

Ver: 1

MIAMI DADE COUNTY
Department of Small Business Development
A&E Firm History Report
From: 01/15/2010 To: 01/15/2015

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

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
EDP-PW-SW-13V008 VIRGINIA KEY LANDFILL VALUE ENGINEERING STUDY	1	PW	NO MEASURE	11/18/2013	$60,000.00		$0.00		
					$60,000.00				
A12-SEA-01 ARCHITECTURAL AND ENGINEERING SERVICES FOR PORT OF MIAMI CRUISE TERMINAL AND CENTRAL EXAMINATION FACILITIES (SIC 871)	1	SP	GOAL CBE 15%	04/08/2014	$2,200,000.00		$0.00		* AUTOMATED PORT SOLUTIONS, INC. - $0.00 * BC ARCHITECTS A1A, INC. - $0.00 * CDM SMITH, INC. - $0.00 * INITIAL ENGINEERS, P.A. - $0.00 * ROBAYNA AND ASSOCIATES, INC. - $0.00 * ROSENBERG DESIGN GROUP, INC. DBA ROSENBERG GARDNER - $0.00 * THE SPINNAKER GROUP MANAGEMENT, INC. - $0.00 * TIERRA SOUTH FLORIDA, INC - $0.00
					$2,200,000.00				

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

Change Orders without dates are pending BCC approval

MIAMI DADE COUNTY
Department of Small Business Development
A&E Firm History Report
From: 01/15/2010 **To:** 01/15/2015

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

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
E13-WASD-11	1	WS	GOAL CBE 28%	10/21/2014	$139,394,748.00		$0.00		* A.D.A. ENGINEERING, INC. - $0.00 * CES CONSULTANTS, INC. - $0.00 * CES CONSULTANTS, INC. - $0.00 * CLIMSYSTEMS, LTD. - $0.00 * CUNNINGHAM GROUP, INC. - $0.00 * G - T CONSTRUCTION GROUP, INC. - $24,301.32 * GANNETT FLEMING, INC. - $0.00 * GCES ENGINEERING SERVICES, LLC - $0.00 * HADONNE CORP. - $0.00 * HAZEN AND SAWYER, P.C. - $0.00 * JOHN PRONI, PHD - $0.00 * LEIDOS ENGINEERING, LLC - $0.00 * MILIAN, SWAIN & ASSOCIATES, INC. - $0.00 * NOVA CONSULTING, INC. - $0.00 * PARSONS BRINCKERHOFF, INC. - $0.00 * ROHADFOX CONSTRUCTION CONTROL SERVICES OF FLORIDA, - $0.00 * THE MIAMI-DADE CHAMBER OF COMMERCE, INC. - $0.00 * VITAL ENGINEERING, INC. - $0.00

OWNER'S REPRESENTATIVE FOR PROFESSIONAL ENGINEERING SERVICES RELATING TO THE STATE OF FLORIDA'S OCEAN OUTFALL LEGISLATION AND MIAMI-DADE COUNTY'S WASTEWATER SYSTEM

$139,394,748.00

Total Award Amount	$142,482,345.00
Total Change Orders Approved by BCC	$4,511,300.00
	$146,993,645.00
Total Change Orders Approved After Requested Date Range	$0.00
Total Change Orders Pending	$0.00
	$146,993,645.00

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

Change Orders without dates are pending BCC approval

Memorandum

MIAMI-DADE COUNTY

Date: October 27, 2014

To: Lester Sola, Director
Internal Services Department

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

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

Subject: NEGOTIATION AUTHORIZATION
PortMiami
Marine Infrastructure Engineering Services
ISD Project No. E13-SEA-04

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.: E13-SEA-04

Project Title: Marine Infrastructure Engineering Services

Scope of Services Summary: The Consultant shall provide marine engineering inspection, evaluation, design, and design criteria services for the construction, repair and rehabilitation, removal and replacement and new construction of PortMiami's Marine Infrastructure. Services include, but are not limited to: wharves; bulkheads; seawalls; roll-on/roll-off platforms; pile supported gantry crane rail beams tie-downs, and stow pin sockets; shoreline protection revetments; dredging; corrosion protection; floating and fixed docks; offshore mooring and breasting dolphins; container yard improvements; and other cruise and cargo vessel berthing improvements. In addition, services shall include all ancillary marine infrastructure, such as moorings and bollards; fenders; runways and railways; ramps and aprons; cold-iron connections; as well as, marine terminal yard upgrades; including intermodal yard, transaction/security gate, gantry system and passenger cruise boarding bridge infrastructure in support of the containerized cargo vessels and cruise passenger ship growth at PortMiami.

The Consultant shall provide all services inclusive of: surface and underground investigations and inspections; subsurface drilling and geotechnical investigations; materials sampling and testing; condition assessments, evaluations and analysis; marine (biological) resources surveys; topographic and bathymetric surveys; berthing studies and mooring analysis; technical presentations and reports; design criteria; designs and specifications; drainage, structural, electrical, telecommunications, and water distribution engineering; cost estimates; schedules; value engineering coordination; construction documents; environmental and building permitting; coordination with regulatory agencies; bidding assistance; and construction phase engineering and inspection services, which include, but are not limited to the review of shop drawings, proposed substitutions, contractor's pay requests, change order analysis, and claims assistance; and any supportive ancillary tasks to successfully complete all the phases of the project.

At the request of the Port, the Consultant shall respond, on short notice, to unforeseen events including but not limited to: berthing and cargo handling accidents; hurricane and other weather related events that would necessitate the urgent production of marine infrastructure damage assessment reports; including the development of emergency repair plans, specifications, cost estimates and regulatory agency notification and coordination.

The Prime Consultant must demonstrate experience in five (5) projects performed in the State of Florida over the past ten (10) years of similar work as described in the scope of services above.

The expertise must be met by a qualified individual(s) of the prime firm. 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.

Preclusions: The Prime Consultant and/or sub-consultants selected for award of this solicitation will not be considered for any design-build projects, for which design criteria specifications are developed for PortMiami under this Agreement.

PortMiami will select two (2) consultant teams via two (2) separate Notices to Professional Consultants. The Prime Consultant and/or sub-consultants selected for award of a PSA under ISD Project No. E13-SEA-03, Program Management Consultant Services, will not be considered for award of a PSA under ISD Project No. E13-SEA-04.

Term of Contract: One (1) consultant will be retained under a non-exclusive Professional Services Agreement (PSA) for an effective term of five (5) years for professional services requesting during the term of the contract, or until the money is depleted, whichever occurs first. The total compensation is three million three hundred thousand dollars ($3,300,000) inclusive of contingencies.

Community Business Enterprise Goal/Measure: On March 31, 2014, the Internal Services Department, Small Business Development Division (SBD), established a 15% Community Business Enterprise (CBE) Goal for this project.

Request to Advertise (RTA) Stamped by the Clerk of the Board (COB): May 9, 2014

Number of Proposals Received: Five (5) proposals were received by the Clerk of Board on June 11, 2014.

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: Based on a unanimous vote by the CSC the top three (3) responsive respondents were short-listed. Second Tier oral presentations were required of each. See attached Second Tier Tabulation Sheet.

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

Elizabeth Ogden, PortMiami
Frederick Wong, PortMiami
Marina Blanco-Pape, PWWM

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

SELECTION FOR PSA NEGOTIATION
ONE (1) AGREEMENT WITH A 15% CBE GOAL

CH2M Hill, Inc.
Qualitative Points - 386
Ordinal Score - 5
Final Ranking – 1

The following teams will serve as the alternates:

HDR Engineering, Inc.
Qualitative Points - 372
Ordinal Score - 9
Final Ranking - 2

Bermello, Ajamil & Partners, Inc.
Qualitative Points - 372
Ordinal Score - 10
Final Ranking - 3

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

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

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

initiate negotiations with the second ranked firm.

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

Authorization to negotiate is:

Approved 10/29/14 Date

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

c: Juan Kuryla, Director, PortMiami
Clerk of the Board

MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

ISD Project Name: MARINE INFRASTRUCTURE ENGINEERING SERVICES
ISD Project No.: E13-SEA-04
Measures: 15% CBE Goal
Number of Agreements: 1
Contract Type: PROJECT SPECIFIC
Submittal Date: 06/11/2014

Submittal No: 1
Prime Name: PARSONS BRINCKERHOFF, INC.
Trade Name: PB AMERICAS, INC.
Prime Local Preference: Yes
FEIN No.: 111531569

Subs Name	Trade Name	Subs FEIN No.
a. A.D.A. ENGINEERING, INC.		592064498
b. A & P CONSULTING TRANSPORTATION ENGINEERS CORP.		650770583
c. C.A.P. ENGINEERING, INC.		204590441
d. MANUEL G. VERA & ASSOCIATES, INC.		591741639
e. OLIN HYDROGRAPHIC SOLUTIONS INC		201024243
f. TERRACON CONSULTANTS, INC.		421249917

Submittal No: 2
Prime Name: BERMELLO, AJAMIL & PARTNERS, INC.
Trade Name:
Prime Local Preference: Yes
FEIN No.: 591722486

Subs Name	Trade Name	Subs FEIN No.
a. WOOLPERT, INC.		201391406
b. AMEC ENVIRONMENT & INFRASTRUCTURE, INC.		911641772
c. GEOSOL, INC.		650997886
d. MANUEL G. VERA & ASSOCIATES, INC.		591741639
e. E SCIENCES, INCORPORATED		593667002
f. HAMMOND & ASSOCIATES, INC.		650083957
g. CUMMINS CEDERBERG, INC.		272129033
h. U.S. COST INCORPORATED DBA RIB U.S. COST		581827672

MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

ISD Project No.: E13-SEA-04
Measures: 15% CBE Goal
Number of Agreements: 1
Contract Type: PROJECT SPECIFIC
Submittal Date: 06/11/2014

Submittal No: 3
Prime Name: CH2M HILL, INC.
Trade Name:
Prime Local Preference: Yes
FEIN No.: 590918189

Subs Name	Trade Name	Subs FEIN No.
a. A.D.A. ENGINEERING, INC.		592064498
b. ROBAYNA AND ASSOCIATES, INC.		592119073
c. TIERRA SOUTH FLORIDA, INC		200282450
d. LOUIS J. AGUIRRE & ASSOCIATES, P.A.		650164013
e. EAC CONSULTING, INC.		650519739
f. CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC.	IT CORPORATION (ITC)	770589932
g. CMH PORT PLANNING, LLC		471067747

Submittal No: 4
Prime Name: MOFFATT & NICHOL, INC.
Trade Name:
Prime Local Preference: No
FEIN No.: 951951343

Subs Name	Trade Name	Subs FEIN No.
a. BCC ENGINEERING, INC.		650540100
b. LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC		223167382
c. HR ENGINEERING SERVICES, INC.		650849633
d. STANTEC CONSULTING SERVICES, INC.		112167170
e. J BONFILL AND ASSOCIATES INC.		650133546

MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

ISD Project No.: E13-SEA-04
Measures: 15% CBE Goal
Number of Agreements: 1
Contract Type: PROJECT SPECIFIC
Submittal Date: 06/11/2014

Submittal No: 5
Prime Name: HDR ENGINEERING, INC.
Trade Name: HDR ACQUISITION SERVICES, INC.

Prime Local Preference: Yes
FEIN No.: 470680568

Subs Name	Trade Name	Subs FEIN No.
a. A.D.A. ENGINEERING, INC.		592064498
b. COASTAL SYSTEMS INTERNATIONAL, INC.		650543399
c. GEOSOL, INC.		650997886
d. F.R. ALEMAN AND ASSOCIATES, INC.		592751524
e. COLLINS ENGINEERS, INCORPORATED		363030616
f. SEA DIVERSIFIED, INC.		510501765

FIRST - TIER MEETING
August 1, 2014

PORTMIAMI
MARINE INFRASTRUCTURE EMGINEERING SERVICES
ISD PROJECT NO. E13-SEA-04

TABULATION SHEET

	NAME OF FIRM(S)	COMPETITIVE SELECTION COMMITTEE					SUB-TOTAL	Average	Low Disparity	High Disparity	TOTAL QUALITATIVE POINTS	QUALITATIVE RANKING	LOCAL PREFERNCE RANGE	TOTAL ORDINAL SCORES	ORDINAL RANKING	LOCAL PREFERENCE RANKING	FINAL RANKING
		Elizabeth Ogden, PortMiami	Frederick Wong, PortMiami	Franklyn Jarman, WASD	Marina Blanco-Pape, PWWM	Julia Sanchez, MDT											
1	Parsons Brinckerhoff, Inc.																
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	44	44	40	48	48	224	45	30	50							
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	16	15	16	19	19	85	17	11	23							
	3A - Past Performance of the Firms (Max. 20 points)	16	15	10	15	19	75	15	10	20							
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	2	1	2	2	2	9	2	1	2							
	5A - Ability of team members to interface with the County (Max 5 points)	5	4	4	5	3	21	4	3	5	414						
		83	79	72	89	91											
	Ordinal Scores	5	5	4	5	1											
	Dropped Scores				5	1						5		14	5	4	4
	Tie-Breaker(TB) No. 1, 2, 3, 4, 5, & 6 / Criteria(CR) 1A, 2A, 3A, 4A, 5A, Total Qualitative Points for Criteria 1A.																
2	Bermello, Ajamil & Partners, Inc.																
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	44	47	35	48	47	221	44	30	59							
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	16	18	16	19	19	88	18	12	23							
	3A - Past Performance of the Firms (Max. 20 points)	16	18	15	18	18	85	17	11	23							
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	3	4	4	4	3	18	4	2	6							
	5A - Ability of team members to interface with the County (Max 5 points)	5	5	4	5	4	23	5	3	6	435						
		84	92	74	94	91											
	Ordinal Scores	4	2	3	1	2											
	Dropped Scores	4			1							3		7	3	3	3
	Tie-Breaker(TB) No. 1, 2, 3, 4, 5, & 6 / Criteria(CR) 1A, 2A, 3A, 4A, 5A, Total Qualitative Points for Criteria 1A.																

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FIRST - TIER MEETING
August 1, 2014
PORTMIAMI
MARINE INFRASTRUCTURE EMGINEERING SERVICES
ISD PROJECT NO. E13-SEA-04

TABULATION SHEET

	NAME OF FIRM(S)	COMPETITIVE SELECTION COMMITTEE					SUB-TOTAL	Average	Low Disparity	High Disparity	TOTAL QUALITATIVE POINTS	QUALITATIVE RANKING	LOCAL PREFERNCE RANGE	TOTAL ORDINAL SCORES	ORDINAL RANKING	LOCAL PREFERENCE RANKING	FINAL RANKING
		Elizabeth Ogden, PortMiami	Frederick Wong, PortMiami	Franklyn Jarman, WASD	Marina Blanco-Papa, PWWM	Julia Sanchez, MDT											
3	CH2M Hill, Inc.																
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	49	49	39	48	48	233	47	31	62							
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	19	18	16	19	18	90	18	12	24							
	3A - Past Performance of the Firms (Max. 20 points)	19	17	15	18	19	88	18	12	23							
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	2	2	3	2	2	11	2	1	3							
	5A - Ability of team members to interface with the County (Max 5 points)	5	5	4	5	3	22	4	3	6	444						
		94	91	77	92	90											
	Ordinal Scores	1	3	2	2	3											
	Dropped Scores	1	3									2		7	1	2	2
	Tie-Breaker(TB) No. 1, 2, 3, 4, 5, & 6 / Criteria(CR) 1A, 2A, 3A, 4A, 5A, Total Qualitative Points for Criteria 1A.																
4	Moffatt & Nichol, Inc.																
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	47	46	35	48	43	219	44	29	58							
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	18	15	14	19	17	83	17	11	22							
	3A - Past Performance of the Firms (Max. 20 points)	18	15	12	15	14	74	15	10	20							
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	4	5	5	5	4	23	5	3	6							
	5A - Ability of team members to interface with the County (Max 5 points)	3	4	4	5	4	20	4	3	5	419		440 398				
		90	85	70	92	82											
	Ordinal Scores	2	4	5	4	5											
	Dropped Scores	2		5								4		13	4	5	5
	Tie-Breaker(TB) No. 1, 2, 3, 4, 5, & 6 / Criteria(CR) 1A, 2A, 3A, 4A, 5A, Total Qualitative Points for Criteria 1A.																

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FIRST - TIER MEETING
August 1, 2014

PORTMIAMI
MARINE INFRASTRUCTURE EMGINEERING SERVICES
ISD PROJECT NO. E13-SEA-04

TABULATION SHEET

	NAME OF FIRM(S)	COMPETITIVE SELECTION COMMITTEE					SUB-TOTAL	Average	Low Disparity	High Disparity	TOTAL QUALITATIVE POINTS	QUALITATIVE RANKING	LOCAL PREFERNCE RANGE	TOTAL ORDINAL SCORES	ORDINAL RANKING	LOCAL PREFERENCE RANKING	FINAL RANKING
		Elizabeth Ogden, PortMiami	Frederick Wong, PortMiami	Franklyn Jarman, WASD	Marina Blanco-Pape, PWWM	Julia Sanchez, MDT											
5	HDR Engineering, Inc.																
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	46	49	43	48	43	229	46	31	61							
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	18	19	17	19	19	92	18	12	24							
	3A - Past Performance of the Firms (Max. 20 points)	17	19	15	17	18	86	17	12	23							
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	3	3	4	3	4	17	3	2	5							
	5A - Ability of team members to interface with the County (Max 5 points)	4	5	4	5	4	22	4	3	5	446						
		88	95	83	92	88											
	Ordinal Scores	3	1	1	3	4											
	Dropped Scores		1			4						1		7	2	1	1
	Tie-Breaker(TB) No. 1, 2, 3, 4, 5, & 6 / Criteria(CR) 1A, 2A, 3A, 4A, 5A, Total Qualitative Points for Criteria 1A.																

Denotes High and low scores dropped

ISD Chairperson, Raymond Garcia

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SECOND-TIER MEETING
September 9, 2014

PORT*MIAMI*
MARINE INFRASTRUCTURE ENGINEERING SERVICES

ISD PROJECT NO. E13-SEA-04

TABULATION SHEET

	NAME OF FIRM(S)	COMMITTEE MEMBERS: Elizabeth Ogden, PortMiami	Frederick Wong, PortMiami	Marina Blanco-Pape, PWWM	Julia T. Sanchez, MDT	SUB-TOTAL	Average	Low Disparity	High Disparity	TOTAL QUALITATIVE POINTS	QUALITATIVE RANKING	TOTAL ORDINAL SCORES	ORDINAL RANKING	FINAL RANKING
1	BERMELLO, AJAMIL & PARTNERS, INC.													
	1B - Knowledge of Project Scope (50 points)	46	46	50	46	188	47	31	63					
	2B - Qualifications of team members assigned to the project (40 points)	35	38	40	36	149	37	25	50					
	3B - Ability to provide required services within schedule and budget (10 points)	8	9	10	8	35	9	6	12	372	2			
		89	93	100	90						3			
	ORDINAL SCORES	3	3	1	3							10	3	3
	Tie Breaker (TB) 1, 2, 3, Criteria (CR) 1B, 2B, 3B, Total Qualitative Points 1B, 2B, 3B													
2	CH2M HILL, INC.													
	1B - Knowledge of Project Scope (50 points)	49	49	50	49	197	49	33	66					
	2B - Qualifications of team members assigned to the project (40 points)	39	39	38	39	155	39	26	52					
	3B - Ability to provide required services within schedule and budget (10 points)	8	9	8	9	34	9	6	11	386	1			
		96	97	96	97									
	ORDINAL SCORES	1	1	2	1							5	1	1
	Tie Breaker (TB) 1, 2, 3, Criteria (CR) 1B, 2B, 3B, Total Qualitative Points 1B, 2B, 3B													
3	HDR ENGINEERING, INC.													
	1B - Knowledge of Project Scope (50 points)	48	48	50	49	195	49	33	65					
	2B - Qualifications of team members assigned to the project (40 points)	37	38	35	38	148	37	25	49					
	3B - Ability to provide required services within schedule and budget (10 points)	7	8	5	9	29	7	5	10	372	2			
		92	94	90	96						2			
	ORDINAL SCORES	2	2	3	2							9	2	2
	Tie Breaker (TB) 1, 2, 3, Criteria (CR) 1B, 2B, 3B, Total Qualitative Points 1B, 2B, 3B													

Raymond Garcia, Chairperson, ISD

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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)(2)

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)(2)
5-5-15

RESOLUTION NO. R-405-15

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND CH2M HILL, INC. FOR MARINE INFRASTRUCTURE ENGINEERING SERVICES IN AN AMOUNT NOT TO EXCEED $3,300,000.00, INCLUSIVE OF A CONTINGENCY ALLOWANCE 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 LIMITED TO 10 PERCENT OF THE BASE CONTACT 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 Professional Services Agreement between Miami-Dade County and CH2M Hill, Inc. for Marine Infrastructure Engineering Services in an amount not to exceed $3,300,000.00, inclusive of the contingency allowance of $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, to exercise any cancellation and other provisions contained therein, and to approve the contingency time extension and contingency account expenditure limited to 10 percent of the base contract amount.

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

MARINE INFRASTRUCTURE ENGINEERING SERVICES

CONTRACT NO. E13-SEA-04

JANUARY 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

MARINE INFRASTRUCTURE ENGINEERING SERVICES

CONTRACT NO. E13-SEA-04

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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 _____, 2015 by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and CH2M HILL, INC., a FLORIDA corporation authorized to do business in the State of FLORIDA with offices in MIAMI, Florida, hereinafter referred to as the "CONSULTANT".

W I T N E S S E T H:

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the CONSULTANT and the CONSULTANT hereby covenants to provide the professional services prescribed herein in connection with the Marine Infrastructure Engineering Services, Contract No. E13-SEA-04 / Project No. 2013-024, as more specifically described in SECTION II– PROFESSIONAL SERVICES of this Agreement for the Dante B. Fascell Port of Miami-Dade, hereinafter referred to as the "PROJECT".

SECTION I – COUNTY OBLIGATIONS

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

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

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

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

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

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

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

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

SECTION II – PROFESSIONAL SERVICES

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

Said services may include, but not be limited to: provide marine engineering inspection, evaluation, design, and design criteria services for the construction, repair and rehabilitation, removal and replacement and new construction of PortMiami's Marine Infrastructure. Services include, but are not limited to: wharves; bulkheads; seawalls; roll-on/roll-off platforms; pile supported gantry crane rail beams tie-downs, and stow pin sockets; shoreline protection revetments; dredging; corrosion protection; floating and fixed docks; offshore mooring and breasting dolphins; container yard improvements; and other cruise and cargo vessel berthing improvements. In addition, services shall include all ancillary marine infrastructure, such as moorings and bollards; fenders; runways and railways; ramps and aprons; cold-iron connections; as well as, marine terminal yard upgrades; including intermodal yard, transaction/security gate, gantry system and passenger cruise boarding bridge infrastructure in support of the containerized cargo vessels and cruise passenger ship growth at PORTMIAMI.

The Consultant shall provide all services inclusive of: surface and underground investigations and inspections; subsurface drilling and geotechnical investigations; materials sampling and testing; condition assessments, evaluations and analysis; marine (biological) resources surveys; topographic and bathymetric surveys; berthing studies and mooring analysis; technical presentations and reports; design criteria; designs and specifications; drainage, structural, electrical, telecommunications, and water distribution engineering; cost estimates; schedules; value engineering coordination; construction documents; environmental and building permitting; coordination with regulatory agencies; bidding assistance; and construction phase engineering and inspection services, which include, but are not limited to the review of shop drawings, proposed substitutions, contractor's pay requests, change order analysis, and claims assistance; and any supportive ancillary tasks to successfully complete all the phases of the project.

At the request of the Port, the Consultant shall respond, on short notice, to unforeseen events including but not limited to: berthing and cargo handling accidents; hurricane and other weather related

events that would necessitate the urgent production of marine infrastructure damage assessment reports; including the development of emergency repair plans, specifications, cost estimates and regulatory agency notification and coordination.

For a more detailed description of the list of compensation rates, please refer to Attachment "A", CH2M Hill, Inc.'s Schedule of Rates dated December 05, 2014.

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

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

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

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

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

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

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

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

I. RESPONSIBILITY FOR ESTIMATES

1. In the event the services required pursuant to this Agreement include the CONSULTANT preparing and submitting to the COUNTY, cost estimates, the CONSULTANT, by exercise of his experience, effort, knowledge and judgment, shall develop such cost estimates as are set forth in, or as may be required under the Agreement and shall be held accountable, responsible and liable for the accuracy, completeness, and correctness of any and all such cost estimates based on a BASIS OF DESIGN document prepared by the CONSULTANT as part of the approved scope of services and approved by the COUNTY. The BASIS OF DESIGN document will detail the specific components of the work order established between the CONSULTANT and COUNTY and include such information as the COUNTY budget for the project, intended use, functional or operational criteria and/or constraints, applicable codes and standards or any other information deemed by both PARTIES important for the successful design and procurement of the project for the budget available. For purposes of the Liability Provisions of this Article only, the CONSULTANT's estimate(s) shall be considered valid and effective for a period of six (6) months from the date of the COUNTY's acceptance of the estimate(s).
2. The cost estimates of CONSULTANTS or SUB-CONSULTANTS engaged by CONSULTANTS, for the appraisal or valuation of real property or easements, or the estimate of damages or costs associated with the acquisition of real property or easements are exempted from the provisions of this Article.
3. Cost Estimates
   a. Order of Magnitude Estimate at Conceptual Design

      This is an approximate estimate made without detailed architect/engineering data. This type of estimate shall be accurate within plus or minus forty percent (40%) of the cost of the construction of the project. This cost estimate will be used to define and document

risks or other issues that may impact the project and project costs. These factors will be discussed with the COUNTY to define the potential outcome of the design and procurement process and establish an initial register from which further cost estimates are made and the range in which cost estimating may affect liability. The project budget or design scope will be revised at the discretion of the County to include the risks identified in this phase. The COUNTY acknowledges that CONSULTANT cannot warrant that any cost estimates provided during this phase will not vary from actual costs incurred by COUNTY.

b. Order of Magnitude Estimate at 30% Complete Construction Drawings.

This is an approximate estimate based on the development of 30% construction drawings. This type of estimate shall be accurate within plus or minus thirty percent (30%). At this stage, the CONSULTANT shall investigate the costs in detail as it relates to the project and initiate a process whereas the development of the construction documents could be divided into a series of add alternates that allows the COUNTY to adjust the bids to best meet the functional requirements of the project within the available budget. If the bids, as described above, fail to meet this prescribed accuracy, the cost associated with the preparation and development of the ORDER OF MAGNITUDE ESTIMATE shall be recoverable by the COUNTY.

c. Construction Cost Estimate at 60% Complete Construction Documents

A construction cost estimate for purposes of this Agreement is an estimate prepared on the basis of partially developed engineering/architectural data and on information available as set forth in the 60% drawings and specifications, which are to be used as a basis for advancing towards construction of the project. This type of estimate shall be accurate within plus or minus twenty percent (20%) of the cost of the construction of the project. The accuracy and reliability of a 60% CONSTRUCTION

COST ESTIMATE is vital to the COUNTY'S interests because it may be used for such purposes as, but not limited to the following: budgeting, obtaining, allocating or obligating funds for the project. Documents developed at this time remain preliminary and are subject to review by the COUNTY and potentially others. Changes dictated at that time and ultimately incorporated into the final plans could impact published cost estimates.

d. Construction Cost Estimates at 90% Complete Construction Documents.

A construction cost estimate for purposes of this Agreement is an estimate prepared on the basis of the engineering/architectural data and other detailed information set forth in the drawings and specifications, which are to be used as a basis for obtaining bids or price proposals for construction of the project. The COUNTY regards the 90% Complete Construction Documents as 100% complete by the CONSULTANT pending approval by authorities having jurisdiction, revisions completed as a result of bidders Requests for Information, which clarify intended scope, and final COUNTY review. This type of estimate shall be accurate within plus or minus ten percent (10%) of the cost of the construction of the project. The accuracy and reliability of a CONSTRUCTION COST ESTIMATE is vital to the COUNTY'S interests because it may be used for such purposes as, but not limited to the following: budgeting, obtaining, allocating or obligating funds for the project; evaluating and determining the reasonableness and acceptableness of bids or price proposals for construction projects.

In the event the COUNTY solicits and receives bids or price proposals from Contractors on a construction project based on 90% drawings, specifications, and a 90% CONSTRUCTION COST ESTIMATE prepared by the CONSULTANT, and the lowest bid or price proposal, submitted by a responsive and responsible bidder or proposer,

which bid or price proposal exceeds the amount of the CONSULTANT'S FINAL CONSTRUCTION COST ESTIMATE by more than the percent accuracy set forth hereinabove in paragraph d, the CONSULTANT shall, upon notification by the COUNTY, assume responsibility for and proceed to provide and perform the following service without additional compensation:

The CONSULTANT will, subject to the review and approval of the COUNTY, modify at its expense the drawings, specifications, and related bidding and contract documents to the extent necessary to reduce the anticipated construction costs so that the re-solicitation of bids or price proposals will realize bids or price proposals being received that are within the range of accuracy established for the CONSTRUCTION COST ESTIMATE prepared by the CONSULTANT. Any such modifications made by the CONSULTANT shall not conflict with the functional or operational requirements established by the COUNTY for the project as defined in the detailed BASIS OF DESIGN document prepared by the CONSULTANT and approved by the COUNTY at the initial stages of the work as set forth under this agreement or as modified by Change Orders or Supplemental Task Authorization(s) issued thereto, nor shall any such modifications conflict with established rules, regulations, requirements or professional standards pertaining to the drawings and specifications prepared by the CONSULTANT, nor shall such modifications adversely affect the safe use or operation of the construction project.

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:

$77.00	Project Management Staff and Chief Technical Staff
$67.00	Senior Technical Staff
$51.50	Technical Staff
$31.00	CADD/Graphics Staff/Inspector
$26.00	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).

M. TODD STOCKBERGER **IVETTE O. ARGUDIN**

RAJ KRISHNASAMY **RICK CROOKS**

ROBERT ROBERTS

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 promptly make all payments to such Sub-consultant(s) following receipt by the CONSULTANT of corresponding payment from the COUNTY. Prior to any payments to Sub-consultant(s), the CONSULTANT shall, if requested by the Director, furnish to the COUNTY a copy of the agreement(s) providing for such payments. Compensation rate to Sub-consultant(s) authorized by the Director as services shall not exceed the CONSULTANT's rates above unless otherwise approved in advance by the Director.

B. Lump sum Fee

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

C. Reimbursable Expenses

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

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

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

D. Maximum Compensation

The maximum compensation for the services included shall be the **NOT TO EXCEED** amount of **$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.

2. Geotechnical Engineering

In the event supplementary geotechnical engineering 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 geotechnical engineering rates shall not exceed the negotiated rates under the latest Miami-Dade County Public Works & Waste Management Department's Professional Services Agreement for Soils, Foundations and Geotechnical Testing Services, current established as Contract No. 20120068.

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 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

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Director who shall decide all questions, difficulties, and disputes of whatever nature which may arise

under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof.

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

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

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

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

SECTION X – OWNERSHIP OF DOCUMENTS

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

SECTION XI – REUSE OF DOCUMENTS

The CONSULTANT may reuse data where appropriate from other sections of the work included in this Agreement provided irrelevant material is deleted. The COUNTY shall not be re-invoiced for such reused data. The Director shall not accept any reused data containing an excess of irrelevant material, which has no connection with the applicable portion of the work. The COUNTY

shall not re-use design documents on other projects not contemplated under this Agreement. Any such re-use shall be at the COUNTY's sole risk without legal liability to the CONSULTANT.

SECTION XII – NOTICES

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

SECTION XIII – ABANDONMENT

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

SECTION XIV – AUDIT RIGHTS

The COUNTY reserves the right to audit the records of the CONSULTANT related to this Agreement at any time during the prosecution of the work included herein and for a period of three (3) years after final payment is made. The CONSULTANT agrees to provide copies of any records necessary to substantiate payment requests to the COUNTY, including but not limited to audited

financial statements, balance sheets and other financial records. In the event an audit undertaken pursuant to this section reveals improper, inadvertent, or mistaken payments to the CONSULTANT, the CONSULTANT shall remit such payments to the COUNTY. The COUNTY shall retain all legal and equitable rights with respect to recovery of payments.

SECTION XV – SUBCONTRACTING AND ASSIGNMENT

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

In addition, and as applicable, the CONSULTANT agrees to comply with the Miami-Dade COUNTY Ordinance 01-103 and Administrative Order 3-32 regarding the Community Business Enterprise (CBE) program. The COUNTY has established a participation goal of **15%** based on the total amount of compensation authorized under this Agreement.

A. Sub-consultant(s)

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

A.D.A. ENGINEERING, INC.

CB&I ENVIRONMENTAL INFRASTRUCTURE, INC.

CMH PORT PLANNING, LLC

EAC CONSULTING, INC.

LOUIS A. AGUIRRE & ASSOCIATES, P.A.

ROBAYNA AND ASSOCIATES, INC.

TIERRA SOUTH FLORIDA, INC

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 **five (5)** 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 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, unless CONSULTANT commences correction of such material non-compliance within five (5) days of such written notification and diligently completes the correction within thirty (30) days thereafter, unless an extension of such thirty (30) day period is granted by the COUNTY. 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 as required by Chapter 440, Florida Statutes, including, if applicable, coverage under the U.S. Longshoremen and Harbor Workers' Act and Jones Act coverage.

B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 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 $1,000,000 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.

E. Protection and Indemnity Insurance, if applicable, in an amount not less than $1,000,000 covering Personal Injury and Property Damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage**.

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

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

A. Errors

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

B. Omissions

It is further specifically agreed for purposes of this agreement that any construction changes identified by the COUNTY as an omission in the bid documents that were prepared by the CONSULTANT may constitute an additional cost to the COUNTY that would not have been incurred without the omission. The

CONSULTANT agrees to be responsible for direct damages to the COUNTY, to the extent such damages were caused by the CONSULTANT'S negligence.

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

To obtain recovery for errors and/or omissions covered in paragraphs A and B above, the COUNTY shall deduct from funds due the CONSULTANT in this or any other contract the CONSULTANT may or will have with the COUNTY up to the amount of the CONSULTANT'S insurance deductible. Should the damages incurred by the COUNTY exceed the CONSULTANT'S insurance deductible, the COUNTY shall look to the CONSULTANT and the CONSULTANT'S insurer for the remaining amount of additional damages incurred by the COUNTY. In executing this agreement, the CONSULTANT specifically agree to the reasonableness of these damage calculations and to the COUNTY'S right to recover same as stated above provided, however, the Parties agree that in no event shall CONSULTANT be responsible for the cost of construction changes to the extent that such changes are determined to be a betterment to the COUNTY. The recovery of additional costs to the COUNTY under this Section shall not preclude or limit in any way the CONSULTANT'S indemnification obligations to the COUNTY pursuant to Section XX of this Agreement, or preclude or limit in any way recovery for other separate and/or additional damages that the COUNTY may otherwise incur."

SECTION XXIX – ENTIRETY OF AGREEMENT

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

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

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

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

ATTEST:

HARVEY RUVIN, CLERK OF THE BOARD

By: _____

ATTEST _____

By: _____
Assist Corporate Secretary

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

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

By: _____
County Mayor

CH2M HILL, INC.

By: _____
President or Designee

(Corporate Seal)

ATTACHMENT "A"

CH2M HILL, INC.'S SCHEDULE OF RATES

DECEMBER 05, 2014

MARINE INFRASTRUCTURE ENGINEERING SERVICES
CONTRACT NO. E13-SEA-04
CH2M HILL Final Rate Submission
5-Dec-14

Office Multiplier: 2.85
Field Multiplier: 2.25

Suggested Job Classification Categories	Maximum Raw Hourly Rates
Project Management Staff	
Principal (Flat Rate)	130.00
QA Officer	77.00
Program Manager	77.00
Chief Technical Staff - company and industry expert in his field with more than 20 years experience	
Chief Port Planner	77.00
Chief Civil Engineer	77.00
Chief Marine Engineer	77.00
Senior Technical Staff - able to lead projects/tasks independently. Working experience of at least 10 years.	
Sr. Claims Analyst	67.00
Sr. Structural Engineer	67.00
Sr. Construction Manager	67.00
Deputy Program Manager	67.00
Sr. Cost Estimator	67.00
Sr. Port Planner	67.00
Sr. Environmental Engr.	67.00
Sr. Marine Biologist	67.00
Sr. Marine Engineer	67.00
Sr. Architect	67.00
Sr. Electrical Engineer	67.00
Sr. Civil Engineer	67.00
Sr. Systems Analyst	67.00
Sr. Roadway Engineer	67.00
Sr. Geotechnical Engineer	67.00
Sr. Drainage Engineer	67.00
Technical Staff - contributor to large tasks/projects or lead for smaller tasks/projects. Experience of at least 2 years.	
Environmental Permitting	51.50
Project Scheduler	51.50
Structural Designer	51.50
Civil Designer	51.50
Document Control	51.50
Project Specifications	51.50
Project Reports	51.50
Architect	51.50
Engineer	51.50
Geotechnical Engineer	51.50
Geotechnical Designer	51.50
Sr. Geotechnical Field Technician	51.50
Construction Inspector	51.50
Systems Analyst	51.50
Telecommunications Engr.	51.50
Electrical Designer	51.50
CADD/Graphics Staff	
Civil Intern	31.00
Designer/CADD/Graphics	31.00
Administrative/Clerical Staff	
Administrative/Clerical	26.00