

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

Rev 1

<input checked="checked" type="checkbox"/> New contract	<input type="checkbox"/> OTR	<input type="checkbox"/> CO	<input type="checkbox"/> SS	<input type="checkbox"/> BW	<input type="checkbox"/> Emergency	Previous Contract/Project No.
<input type="checkbox"/> Re-Bid	<input type="checkbox"/> Other	LIVING WAGE APPLIES: <input type="checkbox"/> YES <input type="checkbox"/> NO				

Requisition/Project No: RQSP1500010 – RFP 00317

TERM OF CONTRACT: 5 year with 2 two-year options-to-renew

Requisition/Project Title: DOCKSIDE CONTAINER HANDLING CRANES AT THE SEAPORT

Description: Design, fabrication, erection, painting, transportation, installation, testing and commission of initially four (4) (with option to obtain four more) 65 Long Ton Capacity, Super-Post-Panamax, "H" Frame, Dockside, Rail-mounted Gantry Container Handling Cranes (the "Cranes") as the completed and tested structures includes a warranty of the same.

User Department(s): Miami-Dade Seaport Department

Issuing Department: ISD

Contact Person: Andrew Zawoyski, CPPO Phone: 305-375-5663

Estimated Cost: \$40,000,000

Funding Source: FDOT and Seaport Bonds

REVENUE GENERATING: No

ANALYSIS

Commodity/Service No: 560-39		SIC:	
Trade/Commodity/Service Opportunities			
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here <input type="checkbox"/> if this is a New Contract/Purchase with no Previous History			
	EXISTING	2 ND YEAR	3 RD YEAR
Contractor:			
Small Business Enterprise:			
Contract Value:			
Comments:			
Continued on another page (s): <input type="checkbox"/> Yes <input type="checkbox"/> No			

RECOMMENDATIONS

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		
		%		
		%		

Basis of Recommendation:

Signed: *Andrew Zawoyski, CPPO*

Date to SBD: 11-21-16

Date Returned to PM: _____

2.0 SCOPE OF WORK

2.1 INTRODUCTION/BACKGROUND

Miami-Dade County, hereinafter referred to as the "County," as represented by the Miami-Dade County Seaport Department is soliciting proposals from experienced and qualified firms for the design, fabrication, erection, assembly, painting, commissioning, transportation, installation, re-commissioning, testing and certification of three (3) 65 Long Ton Capacity, Super-Post-Panamax, "H" Frame, Dockside, Rail-mounted Gantry Container Handling Cranes (the "Cranes") as complete structures and fully operational including warranty of the same. Under any Contract issued as a result of this RFP, the County, at its sole discretion, shall have the option to purchase from the selected Proposer up to four (4) additional similar cranes, components described and services as described in the Technical Specifications. The County, at its sole discretion, shall also have the option to purchase from the selected Proposer spreaders, parts and components for any of the Seaport's cranes (existing or new).

The selected Proposer shall have the Cranes installed and fully operational at the Lummus Island Container Crane Facility at the Port of Miami, Miami, Florida, USA, five-hundred ninety six (596) calendar days from the date of Notice-to-Proceed (NTP) with Work from the County.

2.2 REQUIREMENTS AND SERVICES TO BE PROVIDED

A. Base Proposal, Alternate and Optional Items

1. *Base Proposal for Three (3) Cranes*

The selected Proposer shall furnish and make fully operational two (2) Cranes, in accordance with this Scope of Work and Technical Specifications (attached to this Section 2 as Attachment A), to be installed at Gantry Crane Wharf on the South side of Lummus Island, Port Miami, Miami, Florida USA. The Work to be performed by the selected Proposer includes, but is not limited to providing all labor, materials and services for the design, fabrication, erection, assembly, painting, commissioning, testing, transportation, installation, re-commissioning, testing and certification of three (3) 65 Long Ton capacity, Super Post-panamax, "H" Frame, Dockside, Rail-mounted Gantry Container Handling Cranes as completed structures including a warranty of same. No additional work shall be performed by the selected Proposer at Port Miami except as approved by the County to re-erect, re-assemble, re-installation of components as a result of transportation, touch-up painting (as required), testing, re-commissioning, and certification of the Cranes. The design criteria, characteristics and features of the Cranes are delineated in the Technical Specifications attached hereto.

The selected Proposer shall be responsible to provide and pay for all items, labor, facilities and services necessary for proper execution and completion of the Work, temporary or permanent, in accordance with the conditions of any contract issued as a result of this RFP, except as expressly provided otherwise.

- 2. *Alternate Proposal No.1 for Three (3) Cranes*** - The County, at its sole discretion, may require the selected Proposer to furnish three (3) 65 Long Ton Capacity Super Post-Panamax STS Dockside Container Handling Gantry Cranes instead of the three (3) Cranes as requested in the Base Proposal Crane with four (4) Spreaders, two (2) Overheight Adaptors and Spare Parts. The Cranes to be provided under this Alternate

No. 1 are to be designed and fabricated for the Higher Stowed Wind conditions as described in Section 3.32.

3. *Alternate Proposal No.2 for Four (4) Cranes*

The County, at its sole discretion, may require the selected Proposer to furnish four (4) Cranes instead of the four (4) Cranes as requested in the Base Proposal. The Contractor shall make fully operational the Cranes, in accordance with the same requirements and Technical Specifications, as the Cranes identified in the Base Proposal to be installed at the Gantry Crane Wharf on the South side of Lummus Island, Port of Miami, Florida USA

4. *Alternate Proposal No.3 for Four (4) Cranes* - The County, at its sole discretion, may require the selected Proposer to furnish four (4) 65 Long Ton Capacity Super Post-Panamax STS Dockside Container Handling Gantry Cranes instead of the three (3) Cranes as requested in the Base Proposal Crane with five (5) Spreaders, two (2) Overheight Adaptors and Spare Parts. The Cranes to be provided under this Alternate No. 3 are to be designed and fabricate for the Higher Stowed Wind conditions as described in Section 3.32.

5. *Option for Two (2) Additional Cranes*

The County, at its sole discretion, may require the selected Proposer to furnish and make fully operational two (2) additional Cranes with spreaders, in accordance with the same requirements as in the Base Proposal and Technical Specifications and identified in any agreement issued as a result of this RFP, to be installed at the Gantry Crane Wharf on the South side of Lummus Island, Port of Miami, Miami, Florida USA.

6. *Option for Two (2) Additional Cranes*

The County, at its sole discretion, may require the selected Proposer to furnish and make fully operational two (2) additional Cranes with spreaders, in accordance with the same requirements as in the Alternate Proposal (Higher Stowed Wind Conditions) and Technical Specifications, as the Cranes identified in any agreement issued as a result of this RFP, to be installed at the Gantry Crane Wharf on the South side of Lummus Island, Port of Miami, Miami, Florida USA.

7. *Optional Crane, Components and Services*

The County, at its sole discretion, may require the selected Proposer to furnish and make fully operational additional optional components and services as requested in the Price Proposal Form and in accordance with the Technical Specifications here attached with any agreement issued as a result of this RFP, which Cranes are to be installed on the Gantry Crane Wharf on the South side of Lummus Island, Port of Miami, Miami, Florida USA and services to be rendered.

B. Delivery and Completion Work

The selected Proposer shall install fully operational Cranes at the Port of Miami within 540 calendar days from the date of Notice to Proceed with Contract Work from the County in accordance with the Technical Specifications. Should the County award any or all of Optional Items simultaneously or within one hundred twenty (120) Calendar days of the initial NTP, no additional time will be authorized for the completion of the Work associated with the Optional Items and said items shall be delivered to the Port of Miami within the above 540 days from the Notice to Proceed.

C. Legal Restrictions, Permits and Traffic Provisions

The County will waive all fees and charges normally required for the dockage and storage area facilities on the Port of Miami. A Delivery Site shall be provided at the Port to unload the Cranes and perform all work to make the Cranes operational for commercial service. The use of the Delivery Site is strictly limited to Work as specified herein the Technical Specifications and for the specific time required to perform this said work as enumerated herein. The dockage is limited to the unloading operation of the Cranes as approved by the Port of Miami Berthing Office and the United States Coast Guard.

The selected Proposer shall be responsible for obtaining local contractor services as required to include stevedores, to unload and make the Cranes operational. The selected Proposer shall be responsible to secure and pay for all US work VISA(s), permits, fees and licenses necessary for the proper execution and completion of the design, fabrication, assembly, erection, installation, painting, commissioning, testing, transportation, delivery, unloading, commissioning, testing and certification of the Cranes and any worked related to the successful completion of the Project.

D. Contract Administration

The Port Engineer, or designee, shall be the authorized administrator for the County of any contract issued as a result of this RFP. The Port Engineer may elect to assign Seaport Capital Development staff and contracted personnel to represent the County as necessary to assist in the administration of any contract issued as a result of this RFP.

The County may also contract for consulting crane engineering services as needed to assist the County in its review of the selected Proposer's performance. The County may request that such Consulting Engineer perform certain other services on this Project on the County's behalf. In addition to these consulting crane engineering services, the County may also contract with inspection and testing laboratories for any work required in the performance of the Work. If the County does acquire consulting engineering and/or other services as described herein, it will advise the selected Proposer. The selected Proposer shall cooperate with the County's Consulting Engineer as it pertains to providing access for inspections, reporting and related matters. The County may also request that the selected Proposer provide copies of certain documentation resulting from work hereunder to the County's Consulting Engineer.

All assigned County, Consulting Engineer and Representatives staff will be acting as representatives and agents for the County and shall have free access to all documents, materials, Work sites and work related to the Services provided to the County by the selected Proposer at all times for measuring and observing the same. The selected Proposer shall afford this said assigned staff, Consultants and Representatives all the necessary facilities and assistance for so doing.

The Port Engineer may elect to provide additional Consulting Engineers to assist in the carrying out their responsibilities. The authority of such engineers shall be as set forth and defined by the Port Engineer.

The Port Engineer will review and approve, for conformance with the design concept of the Work and with the requirements established in this RFP, or take other appropriate actions upon selected Proposer's Submittals such as designs, progress payments, shop drawings, product data and samples. The County's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

The Consulting and/or Crane Engineer will not be responsible for notifying the selected Proposer when to begin, cease or resume work on individual operations, for giving early notice of the rejection of faulty work, for supervising the work, or for serving as an arbiter in establishing subcontract limits between any parts of the work, unless otherwise directed to do so by the Port Engineer.

E. Project Schedule

The selected Proposer shall submit the Project Schedule to the Port Engineer for review and approval within fifteen (15) days after Notice-to-Proceed issued as a result of this RFP. The Project Schedule is to include but not be limited to the planning, design, submittals, fabrication, erection, installation, commissioning, testing, transportation, delivery, re-commissioning, final testing, certification and hand-over of the Cranes for commercial operation as required herein. All schedule issues shall be addressed and resolved prior to the Pre-design Conference (Kick-off Meeting) that shall be held at the Port's Capital Development offices no later than twenty-five (25) days after Notice-to-Proceed is issued.

The selected Proposer, Port Engineer and the County's Representative may schedule telephone and/or on-site conferences at the selected Proposer's or the Port's offices as necessary to expedite the planning, design, fabrication and the Work to be performed. All Project Schedule milestones may not be changed, except upon the written approval of the Port Engineer.

The selected Proposer shall assist the Port Engineer and Representatives in reviewing and analyzing said schedule.

The Project Schedule shall delineate all milestones, details and interface of activities necessary for the successful completion of the Work within the time specified herein. Unless otherwise directed by the County in writing, the selected Proposer shall perform the Work in strict conformance with the approved Project Schedule and the Specifications.

The schedule shall detail principal activities at the site(s) of the Work as well as off-site activities including, but not limited to, design, design drawing submittals, approvals, procurement, fabrication, erection, assembly, transport of goods to work sites, installation, painting, commissioning, testing, transportation of the Cranes to the Port of Miami, delivery, installation, re-commissioning, final testing, certification and hand-over of Cranes for commercial operation in accordance with all requirements herein and with the Technical Specifications. The schedule shall show with sufficient detail and sequence all activities, their descriptions, duration, start and finish dates and dependencies, including the work of subcontractors, subconsultants and suppliers both on and off the site(s), all as necessary to complete the work.

The selected Proposer shall promptly advise the Port Engineer in writing of any milestone or occurrence requiring substantial revision of or deviation from the schedule and shall furnish a revised schedule within five (5) calendar days of such (prior to) occurrence for approval. Review, approval or disapproval of a scheduled milestone shall in no way waive any of the requirements for Contract completion time, or relieve the selected Proposer of any of his obligations under any Contract issued as a result of this RFP.

F. On Site Inspections at Manufacturing Facility

The Port Engineer shall conduct inspections of materials, equipment and any Work in progress, make comments and approve of Work during each phase of the Work including the design,

fabrication, erection, assembly, commissioning, testing at the different fabrication and assembly sites where the Work is being performed, at loading and at delivery of the Cranes to the Port specified in the Technical Specifications (Attachment A). Additionally, prior approval at any fabrication, manufacturing, assembly and erection site of any Work herein, shall not relieve the selected Proposer from complying with the Technical Specifications and repairing any defects or deficiencies found throughout the execution of the Work.

G. Testing

The selected Proposer shall provide the necessary material certifications and perform all testing in accordance with all applicable codes, industry standards and the herein Technical Specifications. Certificates of inspection of testing shall indicate if that portion of the work inspected and/or tested meets the minimum requirements of the standard of regulation(s) specified. Certificates shall include the name of selected Proposer, project name, description of inspection and/or test performed, time period in which said activity(ies) was performed, detailed results, printed name and signature of qualifier, and location and date of inspection or test.

The County reserves the right to retain the services, at the County's expense, of a professional material testing and inspection firm(s) to carry out inspections and tests on materials, Crane components, assemblies and fabrication processes before and after incorporation into the Crane works.

If any test(s), whether performed by representatives of the selected Proposer or the County, show that any part of the works, materials or components that have been assembled, or any materials or components to be incorporated therein, do not meet the standards as set forth in this RFP, the County shall have the option to reject all the materials and works associated with the components. Rejected materials, works and components shall be removed and replaced with materials, works and components in accordance with the Technical Specifications of this RFP and as approved by the Port Engineer. Rejected or non-conforming items will not be paid for by the County until the non-conformance is removed and its replacement has been assembled, installed as required by this RFP and approved by the Port Engineer.

The selected Proposer shall provide access to the County and its Representatives to all works and to any plant fabricating and/or assembling of the Cranes or Crane components and parts for the purpose of carrying out inspections, sampling, testing, certifications, etc. A quality assurance (QC/QA) plan approved by the County shall be followed by the selected Proposer as specified in the Technical Specifications herein. Any non-conformance with the quality assurance plan will be cause for rejection of the materials, parts components and/or of Work in question unless a solution is offered to the County, which is acceptable to the Port Engineer.

H. Responsibility for Deviations

The County's review of design drawings, material or equipment shall not relieve the selected Proposer of its responsibility for any deviation from the requirements of this RFP, unless the selected Proposer has specifically informed the County in writing of such deviation at the time of submission and the County has given written approval for the specific deviation. Additionally, the selected Proposer shall not be relieved from its responsibility for errors or omissions in the design calculations, design shop drawings, materials, fabrication, components, assemblies, quality control, erection, painting, commissioning, testing, certifications, equipment failures and/or the Cranes' operational requirements by the County's review thereof.

I. Schedule of Values

RFP 00317 Dockside Container Handling Cranes

The selected Proposer shall submit, for approval by the County, a schedule of values to be used as a basis for making monthly progress evaluations of the Work. The schedule of values breakdown shall show the amount allocated for material, equipment, labor, engineering and identify those items of Work that will be performed by subcontractors for each phase of the Work. The sum of these amounts shall equal the total Contract price. The selected Proposer shall submit such additional information as requested by the County which in its opinion is required to verify the selected Proposer's schedule of values.

J. Method and Times of Payment

All monetary transactions shall only be performed in United States Dollars (USD) without exceptions.

Payment Milestones

The County will adhere to the following schedule for the payment of Cranes:

1. Ten percent (10%) of the Contract Price will be paid at Notice to Proceed.
2. Ten percent (10%) of the Contract Price will be paid within thirty (30) days of the Port Engineer's acceptance of the Final Design Drawings prior to commencement of fabrication.
3. Fifty percent (50%) of the Contract Price allocable to each crane will be paid upon loading and securing a fully erected, pre-commissioned and tested Crane in accordance with the Specifications, on the crane delivery vessel and the presentation of the shipping documents associated therewith. If the loading and securing is beyond the latest shipping date shown on the approved Project Schedule, \$15,000 USD (fifteen thousand United States Dollars) per crane times the number of days late will be deducted from the payment as a reserve against liquidated damages.
4. Twenty percent (20%) of the Contract Price shall be paid upon successful completion of the Delivery, Re-Commissioning, Final Testing and Certification against the presentation of "**Substantial Completion with Contract Work**" of each crane plus any deductions for reserve from the payment item No. 3 above and less \$15,000 USD (fifteen thousand United States Dollars) per crane times the number of calendar days to the date of the "**Substantial Completion with Contract Work**" is beyond the Approved Project Schedule date.
5. The payment in item No. 4 above will be subject to a ten (10) calendar days berth usage restriction for the delivery ship at the Port of Miami Lummus Island gantry berth for a delivery and unloading of two (2) Cranes on to the Delivery Site, plus an additional ten (10) day dock usage restriction for the ship if three (3) or more cranes are delivered to the Port. The payment in item No. 4 above shall be reduced \$15,000 USD (fifteen thousand United States Dollars) per crane times the number of calendar days beyond the ten (10) calendar days berth usage restriction for delivery of two (2) Cranes or twenty (20) calendar days for delivery of three (3) or more cranes, the Contractor occupies the gantry berth. The payment in item No. 4 above shall be reduced by the prevailing tariff times the number of calendar days, beyond the ten (10) or twenty (20) days indicated above if applicable; the ship occupies the gantry berth.

In any case, the Port reserves the right to re-assign the berth of the ship, keep the same berth, or order the delivery ship out to anchor.

6. Ten percent (10%), the remaining balance, of the contract price allocated to each Crane will be paid for each crane against the presentation of the **"Final Acceptance Certificate"** thereof.

If during the progress of the Work it appears that the selected Proposer's bills for materials and labor are not being paid, the County shall have the right to withhold from the selected Proposer's payment in sufficient sums to protect it against all losses from possible liens, and to apply the said sums to the payment of such debts. Milestone payments made by the County to the selected Proposer are not an admission by the County that the Work is done or that its quantity or quality is satisfactory. The selected Proposer has 30 days after completion and acceptance of the Work to file any claims.

The County will make the final payment only after the selected Proposer presents to the County Finance Director satisfactory evidence that all liens, claims and demands of both the Contractor as well as its subcontractors employed in the construction of the Work are fully satisfied, and that the project is fully released from any and all such liens, claims, and demands. The County does not assume any responsibility or liability to any person other than the prime Contractor.

K. Liquidated Damages

If the selected Proposer fails to complete the Work within the time stipulated in this RFP (plus any granted extensions by the County), the selected Proposer shall pay to the County the sum of fifteen thousand dollars (\$15,000.00) per day per Crane that the selected Proposer requires to complete the Contract, not as a penalty or forfeiture, but as liquidated damages to the County.

M. Selected Proposer Submittals

The selected Proposer shall submit documentation in accordance with the Project Schedule for review by Port Engineer for all Work as required herein to include but not be limited to the Technical Specifications. Upon completion of the Work, as-built drawings and manuals shall be submitted as required by the same.

1. Design and Fabrication Submittals

The selected Proposer shall provide the Port Engineer Submittals in accordance with the Project Schedule and Technical Specifications for review. Should the selected Proposer proceed with procurement of materials, parts, components and fabrication prior to notification by the County that submittal review is complete; the selected Proposer shall do so at its own risk. County review of design drawings will include the general scheme and character of the details, but not the checking of dimensions, nor will such review relieve the selected Proposer from the responsibility of executing its Work in accordance with the Contract drawings and Specifications.

The selected Proposer shall provide the following:

- a. Design drawings, with calculations, showing the logical development of loads and forces for each load combination for a given component(s) or assembly.
- b. Design drawings of the component(s) or assembly with calculations of the stresses, material used, the allowable stress for the load combination considered, when applicable, with manufacturer's published catalog descriptions, dimensions and rating information.

- c. Assembly and erection drawings.
- d. Design drawings shall include, but shall not be limited to detail drawings of parts, structural, mechanical, electrical and hydraulic drawings, fabrication drawings, field layout drawings and all similar types of drawings. As the Cranes shall be shipped to the Port of Miami fully erected and operational, design drawings shall include drawings, calculations and procedures for loading and off-loading of the Cranes and drawings showing the Cranes preparation for ocean shipment. This includes preparation being provided for protection against salt water on Crane parts. Design drawings shall contain all required details and information in reasonable scale and enough views to clearly show the work to be done or the item to be furnished as approved by the Port Engineer.

2. As-built Drawings and Manuals

The selected Proposer shall furnish as-built drawings, calculations, test results and maintenance and operations manuals as specified in the Technical Specifications. The final record drawings used in the construction of the Cranes, including details of all parts and components, shall be furnished to the Port of Miami for use only in maintaining the structure, machinery, hydraulic, and electrical equipment. Subject to Florida's Public Records Laws, these copies of drawings shall be maintained as private information to the Port of Miami and its employees, for the sole purpose of making repairs and replacements to the equipment. They shall not be used in any way, by the Port of Miami to infringe on any copyrights or patents. The drawings and manuals for the Cranes shall also be made available to the County in an electronic format as required by the Technical Specifications.

N. Calculations

Calculations for the design of the Cranes will be provided as required herein and in accordance with the Technical Specifications.

O. Field Office

The County shall provide the selected Proposer with suitable field office space for its use as well as for the County's Project Representative(s) near or at the Crane Staging Area of the Cranes. Additionally, the selected Proposer shall be provided with a Delivery Site on a predetermined wharf to make the Cranes operational.

P. Training

The selected Proposer shall provide training as required herein and in accordance with the Technical Specifications.

Q. Seaport Security

The selected Proposer shall comply with all Seaport security requirements, including such requirements as to inspection of vehicles entering and leaving the secured area(s) of the Port and personnel identification badge as required by Chapter 28-A of the Miami-Dade County code. (See Exhibit D - Form of Agreement).

R. Traffic Control

The selected Proposer shall be responsible for traffic control and maintenance of safety devices surrounding the installation Work Site which are necessary to adequately warn port users, other contractors and County personnel working at or near the site that work is in progress and caution is to be exercised. The selected Proposer shall follow FDOT (Florida Department of

Transportation) MOT (Maintenance of Traffic) requirements as approved by the Port Engineer at the Delivery Site. The selected Proposer shall manage the barricades and safety tape(s) required. All work related with Traffic Control and management shall be directly coordinated with the Port's Chief of Operations.

S. Safety

The selected Proposer shall comply with requirements herein including the Technical Specifications. A Safety Officer shall be assigned to the Project for its duration. At a minimum, the Safety Officer shall be physically present at Port of Miami for the complete time period from the Crane(s) delivery date through commissioning, testing, certifications and placement into operation of each Crane delivered to the Port. The selected Proposer shall be responsible for initiating, maintaining and supervising all safety precautions, the Delivery Site and programs in connection with said Work. The selected Proposer shall submit its final Safety Plan for on-site Port re-commissioning to the Port Engineer sixty (60) days prior to shipment of Cranes.

T. Punch List

The Port Engineer or his representative(s) shall perform a final complete inspection and test the Crane(s) as specified in but not limited to the Technical Specifications for compliance with any Contract issued as a result of this RFP. All Crane deficiencies and items not in compliance with the Contract shall be noted in a Punch List. Upon completion of Punch List, the selected Proposer will be provided with said list. Final acceptance shall not be authorized until all Punch List items have been addressed and resolved to be in compliance with these specifications and to the satisfaction of the County.

U. Delivery Site, Staging, Re-erection and Clean Up

The selected Proposer shall be provided a Delivery Site on a gantry wharf located on the South side of Lummus Island Container Terminal for unloading, installation, final re-commissioning, testing and make operational on the gantry rails the Cranes as required by the attached Specifications. An adjacent or nearby Staging Area shall be provided for equipment and crane components staging, re-erection of the Cranes, assembly, final commissioning, testing and certification of the Cranes as required prior to final installation on the gantry wharf crane rails.

The Contractor shall be responsible for all Work and management of and within the Delivery Site for as long as the Contractor is afforded the Delivery Site. The upkeep and control of the Cranes and all other equipment and materials within this site is the responsibility of the Contractor. All Work performed within the site shall be directly coordinated with the County's Representatives.

The selected Proposer shall remove from the Port of Miami property all excess materials and debris resulting from the Work. No burning or disposal of materials will be allowed on the Delivery Site. All disposal functions must be in accordance with applicable codes and regulations.

The Work Site shall be kept clean during the progress of all Crane Work. The selected Proposer shall provide sufficient sanitary facilities and trash containers as needed. The selected Proposer shall take whatever measures are necessary to avoid causing paint over-spray during painting and the creation of undue dust on surrounding premises. The selected Proposer shall be responsible for any damage caused by all Work performed by the selected Proposer including paint over-spray or dust from its operations. The Port Engineer's opinion will be the determining factor in reviewing these matters.

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No materials or rubbish shall be allowed to go adrift or to be placed, spilled, dropped, thrown, or otherwise dumped into the surrounding bodies of water including Fisherman's Channel. Any debris afloat or dumped in the surrounding bodies of water or Channel as a result of the selected Proposer's Work and operations shall be immediately retrieved by the selected Proposer. Any oil, detergent or other deleterious substance which is spilled into the Fisherman's Channel, Biscayne Bay or surrounding bodies of water as a result of the Work, shall be the responsibility of the selected Proposer to immediately clean and mitigate. The selected Proposer shall comply with all laws, regulations and rules governing working adjacent to such waters as well as with all applicable air pollution and environmental control rules, regulations ordinances and statutes and any materials or equipment that may fall into the water shall be retrieved at the selected Proposer's expense.

Upon Completion of all Work at the Port of Miami, the selected Proposer's shall hand over the Delivery Site to the Port in the same condition in which it was initially provided.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

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PUBLIC TRANSPORTATION
06/11
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Financial Project No(s): (Item-segment-phase-sequence) 43112619401	Fund: PORB Function: 215 Federal No.: DUNS No.:	FLAIR 088794 Object Code: 750005 Org. Code: 55062020629 Vendor No.: F596000573253
Contract No.: AQH82	CFDA Number:	CSFA Number: 55.005

THIS AGREEMENT, made and entered into this 4 day of November, 2011,
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,
hereinafter referred to as the Department, and Miami-Dade County Seaport Department
1015 N. America Way, 2nd Floor, Miami, FL 33132
hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed
on or before June 30, 2016 and this Agreement will expire unless a time extension is provided
in accordance with Section 18.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described,
and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including
the implementation of an integrated and balanced transportation system and is authorized under
311.07

Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree
as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is
to provide four (4) Dockside Handling Cranes, related spreaders, parts, components, and services for the design,
fabrication, erection, assembly, painting, commissioning, transportation, installation, re-commission, testing and
certification of 65 Long Ton Capacity, Super-Post-Panamax, "H" Frame, Dockside, Rail-mounted Gantry Container
Handling Cranes

and as further described in Exhibit(s) A, B, C and D attached hereto and by this reference made a part
hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the
terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the
project will be undertaken and completed.

2.00 Accomplishment of the Project

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof.

3.00 Project Cost: The total estimated cost of the project is \$ \$39,300,000.00. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ \$2,880,000.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

4.10 Project Cost Eligibility : Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

- (a) Legislative approval of the Department's appropriation request in the adopted work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 17.00 of this Agreement;
- (c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding : Front end funding ☐ is ☒ is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Retainage : Retainage ☐ is ☒ is not applicable. If applicable, _____ percent of the Department's total share of participation as shown in paragraph 4.00 is to be held in retainage to be disbursed, at the Department's discretion, on or before the completion of the final project audit.

6.00 Project Budget and Payment Provisions:

6.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement and is approved by the Department Comptroller.

6.20 Payment Provisions: Unless otherwise allowed under Section 4.20, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

7.00 Accounting Records:

7.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Documentation of the project account shall be made available to the Department upon request any time during the period of the Agreement and for three years after final payment is made.

7.20 Funds Received Or Made Available for The Project: The Agency shall appropriately record in the project account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Department pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the project, which Department payments and other funds are herein collectively referred to as "project funds". The Agency shall require depositories of project funds to secure continuously and fully all project funds in excess of the amounts insured under federal plans, or under State plans which have been approved for the deposit of project funds by the Department, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State Law for the security of public funds, or as approved by the Department.

7.30 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

7.40 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

7.50 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

7.60 Audit Reports: In addition to the requirements below, the Agency agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department, including but not limited to site visits and limited scope audits. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the State Comptroller or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of three years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official.

The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

7.61 Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, and/or other procedures. The Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Agency is appropriate, the Agency agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

7.62 Audits:

Part I Federally Funded: If the Agency is a state, local government, or non-profit organizations as defined in OMB Circular A-133 and a recipient of federal funds, the following annual audit criteria will apply:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "D" to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, Paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133.

3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from resources obtained from other than Federal entities.

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II State Funded: If the Agency is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from nonstate entities.

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III Other Audit Requirements

1. The Agency shall follow-up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

2. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Section 7.62 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, by or on behalf of the recipient directly to each of the following:

A. The Department at each of the following addresses:

FDOT District Six Public Transportation Office
ATTN: Public Transportation Manager
1000 NW 111 Avenue, Room 6114
Miami, FL 33172-5800

FDOT District Six Professional Services
ATTN: JPA Coordinator
1000 NW 111 Avenue, Room 6202-B
Miami, FL 33172-5800

B. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, submitted to the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133.

2. In the event that a copy of the reporting package for an audit required by Section 7.62 Part I of this Agreement and conducted in accordance with OMB Circular A-133 is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

FDOT District Six Public Transportation Office
ATTN: Public Transportation Manager
1000 NW 111 Avenue, Room 6114
Miami, FL 33172-5800

FDOT District Six Professional Services
ATTN: JPA Coordinator
1000 NW 111 Avenue, Room 6202-B
Miami, FL 33172-5800

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, and any management letters issued by the auditor, to the Department at each of the following addresses:

FDOT District Six Public Transportation Office
ATTN: Public Transportation Manager
1000 NW 111 Avenue, Room 6114
Miami, FL 33172-5800

FDOT District Six Professional Services
ATTN: JPA Coordinator
1000 NW 111 Avenue, Room 6202-B
Miami, FL 33172-5800

3. Copies of financial reporting packages required by Section 7.62 Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department at each of the following addresses:

FDOT District Six Public Transportation Office
ATTN: Public Transportation Manager
1000 NW 111 Avenue, Room 6114
Miami, FL 33172-5800

FDOT District Six Professional Services
ATTN: JPA Coordinator
1000 NW 111 Avenue, Room 6202-B
Miami, FL 33172-5800

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by Section 7.62 Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

A. The Department at each of the following addresses:

FDOT District Six Public Transportation Office
ATTN: Public Transportation Manager
1000 NW 111 Avenue, Room 6114
Miami, FL 33172-5800

FDOT District Six Professional Services
ATTN: JPA Coordinator
1000 NW 111 Avenue, Room 6202-B
Miami, FL 33172-5800

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

7.63 Record Retention: The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Participant's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

7.64 Other Requirements: If an audit discloses any significant audit findings related to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.

7.65 Insurance: Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. In the event this Agreement is for purchase of land or for the construction of infrastructure such as airport runways the Department may waive or modify this section.

8.00 Requisitions and Payments:

8.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District Six, Public Transportation Office 1000 NW 111 Avenue, Miami, FL, 33172 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 7.10 hereof) to justify and support the payment requisitions.

8.11 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

8.12 Invoices for any travel expenses shall be submitted in accordance with Chapter 112.061, F.S. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

8.13 For real property acquired, submit;

- (a) the date the Agency acquired the real property,
- (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

8.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

8.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

8.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

8.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

8.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein;
or

8.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

8.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

8.30 Disallowed Costs: In determining the amount of the payment, prior to receipt of annual notification of funds availability, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department and costs invoiced prior to receipt of annual notification of fund availability.

8.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

9.00 Termination or Suspension of Project:

9.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 8.21 to 8.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

9.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

10.00 Remission of Project Account Upon Completion of Project: Upon completion of the project, and after payment, provision for payment, or reimbursement of all project costs payable from the project account is made, the Agency shall remit to the Department its share of any unexpended balance in the project account.

11.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

12.00 Contracts of the Agency:

12.10 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department joint participation funds, including consultant, construction or purchase of commodities contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department as provided in Section 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

12.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

12.30 Disadvantaged Business Enterprise (DBE) Policy

12.31 DBE Policy: The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)

12.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

13.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

13.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

13.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, et seq., which among other things, prohibits discrimination in housing on the basis of race, color, national origin, creed, sex, and age.

13.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

13.50 Prohibited Interests: The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

13.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

14.00 Miscellaneous Provisions:

14.10 Environmental Pollution: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

14.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

14.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

14.40 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

14.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

14.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

14.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

14.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

14.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

14.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

15.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations concerning any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause for nonpayment by the Department as provided in 8.23.

16.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

17.00 Appropriation of Funds:

17.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

17.20 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

18.00 Expiration of Agreement: The Agency agrees to complete the project on or before June 30, 2016. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the District Secretary or Designee. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9.00 of this Agreement shall be initiated.

18.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement.

19.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

20.00 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

21.00 Restrictions on Lobbying:

21.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

21.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

22.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516.

23.00 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

24.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

25.00 E-Verify

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Financial Project No(s) 43112619401

Contract No. AQH82

Agreement Date 11/4/11

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

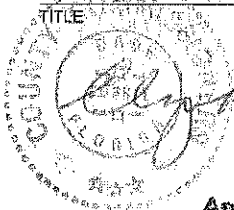
Miami-Dade County Seaport Department
AGENCY NAME

Jack Osterholt

SIGNATORY (PRINTED OR TYPED)

[Signature]
SIGNATURE

MAYOR / DESIGNEE
TITLE



[Signature]
Approved as to form
and Legal Sufficiency

[Signature]
Assistant County Attorney

10/31/11
Date

FDOT

See attached Encumbrance Form for date of Funding
Approval by Comptroller

[Signature]

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

[Signature]

DEPARTMENT OF TRANSPORTATION

Director of Transportation Development
TITLE

FINANCIAL PROJECT NO.: 43112619401
CONTRACT NO.: AQH82

EXHIBIT A
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and

Miami-Dade County Seaport Department
1015 North America Way, Second Floor
Miami, FL 33132-2081

referenced by the above Financial Project Number.

PROJECT LOCATION:

Port of Miami

PROJECT DESCRIPTION:

This program provides four (4) Dockside Handling Cranes, related spreaders, parts, components, and services for the design, fabrication, erection, assembly, painting, commissioning, transportation, installation, re-commission, testing, and certification of 65 Long Ton Capacity, Super-Post-Panamax, "H" Frame, Dockside, Rail-mounted Gantry Container Handling Cranes

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

The Agency shall submit two (2) copies of a Single Audit report as required and shown in Paragraph 7.60. Failure to provide the required report will result in non-payment by the Department.

Funds encumbered for this contract will be forfeited if not expended by March 31 of the fifth fiscal year following the fiscal year of the encumbrance. Forfeiture of said funds may further result in termination or voidance of the contract.

SPECIAL CONSIDERATIONS BY DEPARTMENT: None

FINANCIAL PROJECT NO.: 43112619401
CONTRACT NO.: AQH82

**EXHIBIT C
GENERAL**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and

Miami-Dade County Seaport Department
1015 North America Way, Second Floor
Miami, FL 33132-2081

This Agreement is in conformance with Chapter 311, Florida Statutes.

- A. Cost incurred after the execution date of this agreement shall be eligible for reimbursement under this Agreement.
- B. The Agency must submit an invoice to the Department on later than One Hundred Twenty (120) days after the period of the services covered by said invoice, failure to do so will result in this invoice being rejected.
- C. The Agency must submit the Final invoice to the Department no later than One Hundred Twenty (120) days after the period of services covered by said invoice, failure to do so will result in this invoice not being paid.
- D. The Agency shall not execute any Third-Party Contract without the prior written concurrence of the Department. Method of procurement must comply with all federal, state and local laws and regulations.
- E. The Department requires an audit of the completed project to assure proper use of the funds from the Department, the Agency and those from any other source with respect to the Project. Audits shall be performed in accordance with Office of Management and Budget (OMB) Circular A – 133 and may be supplemented by audits performed by the Department's Office of Inspector General.

FINANCIAL PROJECT NO: 43112619401
CONTRACT NO.: AQH82

EXHIBIT B
PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and

Miami-Dade County Seaport Department
1015 North America Way, Second Floor
Miami, FL 33132-2081

referenced by the above Financial Project Number.

I. ESTIMATE PROJECT COST: \$39,300,000.00

ESTIMATED TOTAL PROJECT COST: \$39,300,000.00

II. PARTICIPATION:

Maximum Federal Participation
FTA, FAA

(%) or \$

Agency Participation

In-Kind

Cash

Other

(%) or \$38,420,000.00

Maximum Department Participation,*

Primary

(DS)(DDR)(DIM)(PORT)

Federal Reimbursable (DU)(FRA)(DFTA)

Local Reimbursable (DL)

(%) up to \$2,880,000.00

ESTIMATED TOTAL PROJECT COST \$39,300,000.00

"It is the intent of the Department to reimburse the Agency 50% of the total non-federal share of eligible project cost up to the Departments maximum participation amount".

FINANCIAL PROJECT NO.: 43112619401
CONTRACT NO.: AQH82

EXHIBIT D AUDIT

FEDERAL and/or **STATE** resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

FEDERAL RESOURCES

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
<u>Compliance Requirements</u>		
1.		
2.		
3.		

STATE RESOURCES

<u>State Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
FDOT	55.005 Seaport Grant	\$2,880,000.00

Compliance Requirements

1. In developing audit procedures to test compliance with the requirements for a state project, the auditor should first look to Part Two, Matrix of Compliance Requirements, to identify which of the 10 types of compliance requirements described in Part Three of the Compliance Supplement are applicable and then look to Parts Three and Four for the details of the requirements.

NOTE: Section 400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in this exhibit be provided to the recipient.

Henry, Dionne G.

From: The job FI989HLR
Sent: Tuesday, October 25, 2011 4:51 PM
To: Henry, Dionne G.
Subject: FUNDS APPROVAL/REVIEWED FOR CONTRACT AQH82

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #AQH82 Contract Type: AH Method of Procurement: G
Vendor Name: PORT
Vendor ID: VF596000573253
Beginning date of this Agmt: 10/25/11
Ending date of this Agmt: 06/30/16
Contract Total/Budgetary Ceiling: ct = \$2,880,000.00

Description:

Port of Miami - Post Panamax Cranes

ORG-CODE	*EO	*OBJECT	*AMOUNT	*FIN PROJECT	*FCT	*CFDA
(FISCAL YEAR)		*BUDGET ENTITY		*CATEGORY/CAT YEAR		
AMENDMENT ID	*SEQ.	*USER ASSIGNED ID	*ENC LINE(6S)/STATUS			

Action: ORIGINAL Funds have been: APPROVED

55 062020629	*PT	*750005	*	2880000.00	*43112619401	*215	*
2012		*55100100			*088794/12		
0001		*00	*		*0001/04		

TOTAL AMOUNT: *\$ 2,880,000.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 10/25/2011

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT
Number Four

725-030-07
PUBLIC TRANSPORTATION
12/14

Page 1 of 5

Financial Project No(s): 431126-1-94-01 (Item-segment-phase-sequence) Contract No.: AQH82	Fund: PORT Function: 215 Federal No.: DUNS No.: 80-939-7102	FLAIR Category: 088794 Object Code: 750005 Org. Code: 55062020629 Vendor No.: F5960000573253
Catalog of Federal Domestic Assistance Number:	Catalog of State Financial Assistance Number: 55.005	
CFDA Title:	CSFA Title: Gantry Cranes and Port Infrastructure Improvement	

THIS AGREEMENT, made and entered into this 24th day of June, 2016,
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,
hereinafter referred to as the Department, and PortMiami
1015 North America Way, 2nd Floor, Miami, FL33132
hereinafter referred to as Agency.

WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the 4th day of November 2011
entered into a Joint Participation Agreement; and

WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended
hereto; and

WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment
"A" for a total Department Share of \$9,935,000.00

NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow
from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended
and supplemented as follows:

1.00 Project Description: The project description is amended

to expand the existing scope of work to include the replacement of existing crane rails, rubber boots, and concrete curbs;
modification to the existing electrical pits including the demolition of portions of existing rail girders to accommodate
structural modifications requires to install new tie down and stowage points, including new 200 TN augered piles, new rail,
13,200 V plugs at existing pits and full restoration; and new switch in the existing switchgear room: a 250 SF minimum
expansion to accommodate a new switch, adding 1,000 LF of duct bank and conduit to feed the new crane at an existing
pit location.

2.00 Project Cost:

Paragraph 3.00 of said Agreement is ☒ increased/ ☐ decreased by \$2,000,000.00
bringing the revised total cost of the project to \$19,870,000.00

Paragraph 4.00 of said Agreement is ☒ increased/ ☐ decreased by \$1,000,000.00
bringing the Department's revised total cost of the project to \$9,935,000.00

3.00 Amended Exhibits:

Exhibit(s) _____ of said Agreement is amended by Attachment "A".

4.00 Contract Time:

Paragraph 16.00 of said Agreement June 30th, 2018

5.00 E-Verify

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

431126-1-94-01

Financial Project No(s)

Contract No. AQH82

Agreement Date June 24th, 2016

Except as hereby modified, amended or changed, all other terms of said Agreement dated November 4th, 2011
and any subsequent supplements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first
above written.

AGENCY

FDOT

PortMiami

See attached Encumbrance Form for date of Funding
Approval by Comptroller

AGENCY NAME

SIGNATORY (PRINTED OR TYPED)

JACK OSTERHOLT, DEPUTY MAJOR

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

SIGNATURE

Asst. City Atty.

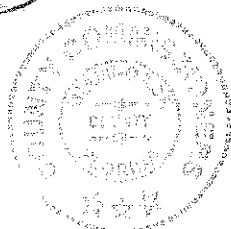
Director of Transportation Development

DEPARTMENT OF TRANSPORTATION

Harold Desdunes

TITLE

TITLE



431126-1-94-01

Financial Project No(s)

Contract No. AQH82

Agreement Date June 24, 2016

ATTACHMENT "A"
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between
the State of Florida, Department of Transportation and PortMiami
1015 North America Way, 2nd Floor, Miami, FL33132

dated _____.

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

I.	Project Cost:	As Approved	As Amended	Net Change
		\$17,870,000.00	\$19,870,000.00	\$2,000,000.00
	Total Project Cost	\$17,870,000.00	\$19,870,000.00	\$2,000,000.00
II.	Fund Participation:	As Approved	As Amended	Net Change
	Department:	\$8,935,000.00	\$9,935,000.00	\$1,000,000.00
	Agency:	\$8,935,000.00	\$9,935,000.00	\$1,000,000.00
				\$0.00
	Total Project Cost	\$17,870,000.00	\$19,870,000.00	\$2,000,000.00

Comments:

III. MULTI-YEAR OR DEFERRED REIMBURSEMENT PROJECT FUNDING

If a project is a multi-year or prequalified project subject to paragraphs 4.10 and 17.20 of this agreement, funds are programmed in the Department's Work program in the following fiscal year(s):

FY	2012	\$2,880,000.00	FY
FY	2013	\$1,055,000.00	FY
FY	2014	\$5,000,000.00	FY
FY			FY
FY			FY
FY			FY
FY			FY
FY			FY
FY			FY

Project years may be advanced or deferred subject to Legislative appropriation or availability of funds.

TO: FI913DS@dot.state.fl.us

SUBJECT: FUNDS APPROVAL/REVIEWED FOR CONTRACT AQH82

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #AQH82 Contract Type: Method of Procurement:
Vendor Name: PORT
Vendor ID: VF596000573253
Beginning date of this Agmt: 11/04/11
Ending date of this Agmt: 06/30/18

ORG-CODE *EO *OBJECT *AMOUNT *FIN PROJECT *FCT *CFDA
(FISCAL YEAR) *BUDGET ENTITY *CATEGORY/CAT YEAR
AMENDMENT ID *SEQ. *USER ASSIGNED ID *ENC LINE(6S)/STATUS

Action: SUPPLEMENTAL Funds have been: APPROVED
55 062020629 *A6 *751000 * 1000000.00 *43112619402 *215 *
2016 *55100100 *088794/16
S003 *00 *FOUR *0004/04

TOTAL AMOUNT: *\$ 1,000,000.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 06/14/2016

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT
Number Five

725-030-07
PUBLIC TRANSPORTATION
12/14

Page 1 of 4

Financial Project No(s): 43112619402	Fund: DPTO	FLAIR Category: 088794
(Item-segment-phase-sequence)	Function: 215	Object Code: 750005
Contract No.: AQH82	Federal No.:	Org. Code: 55062020629
	DUNS No.:	Vendor No.: F596000057325
Catalog of Federal Domestic Assistance Number:	Catalog of State Financial Assistance Number: 55.005	
CFDA Title:	CSFA Title: Gantry Cranes Purchase and Infrastructure Imp.	

THIS AGREEMENT, made and entered into this 16th day of November, 2011,
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,
hereinafter referred to as the Department, and Miami-Dade County Seaport - PortMiami
1015 North American Way, 2nd Floor, Miami, FL 33132
hereinafter referred to as Agency.

WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the 4th day of November, 2011,
entered into a Joint Participation Agreement; and

WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended
hereto; and

WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment
"A" for a total Department Share of \$11,309,189.00

NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow
from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended
and supplemented as follows:

1.00 Project Description: The project description is amended
to expand the existing scope to include the purchase of two to four additional dockside handling gantry cranes, related
spreaders, parts, components and services for the design, fabrication, erection, assembly, painting, commissioning,
transportation, installation, re-commission, testing and certification, super-post Panamax, "H" Frame, dockside, rail
mounted.

2.00 Project Cost:

Paragraph 3.00 of said Agreement is ☒ increased/ ☐ decreased by \$2,748,378.00
bringing the revised total cost of the project to \$22,618,378.00

Paragraph 4.00 of said Agreement is ☒ increased/ ☐ decreased by \$1,374,189.00
bringing the Department's revised total cost of the project to \$11,309,189.00

3.00 Amended Exhibits:

Exhibit(s) A of said Agreement is amended by Attachment "A"

4.00 Contract Time:

Paragraph 16.00 of said Agreement June 30th, 2018

5.00 E-Verify

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

43112619402

Financial Project No(s)

Contract No. AQH82

Agreement Date November 16th, 2016

Except as hereby modified, amended or changed, all other terms of said Agreement dated November 4th 2011 and any subsequent supplements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

AGENCY

Miami-Dade County Seaport - PortMiami

AGENCY NAME

Jack Osterholt

SIGNATORY (PRINTED OR TYPED)

[Signature]

SIGNATURE

Deputy Mayor

TITLE

FDOT

See attached Encumbrance Form for date of Funding Approval by Comptroller

[Signature]

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

[Signature]

Harold Dasdunes

DEPARTMENT OF TRANSPORTATION

Director of Transportation Development

TITLE

Approved as to form
and Legal Sufficiency

[Signature]

Assistant County Attorney

10/26/16

Date

43112619402

Financial Project No(s)

Contract No. AQH82

Agreement Date

ATTACHMENT "A"
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and Miami-Dade County Seaport - PortMiami
1015 North American Way, 2nd Floor, Miami, FL 33132

dated

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

to expand the existing scope to include the purchase of two to four additional dockside handling gantry cranes, related spreaders, parts, components and services for the design, fabrication, erection, assembly, painting, commissioning, transportation, installation, re-commission, testing and certification, super-post Panamax, "H" Frame, dockside, rail mounted.

I.	Project Cost:	As Approved	As Amended	Net Change
		\$19,870,000.00	\$22,618,378.00	\$2,748,378.00
	Total Project Cost	\$19,870,000.00	\$22,618,378.00	\$2,748,378.00
II.	Fund Participation:	As Approved	As Amended	Net Change
	Department:	\$9,935,000.00	\$11,309,189.00	\$1,374,189.00
	Agency:	\$9,935,000.00	\$11,309,189.00	\$1,374,189.00
				\$0.00
	Total Project Cost	\$19,870,000.00	\$22,618,378.00	\$2,748,378.00

Comments:

It is the intent of the Department to reimburse the Agency 50% of the total non-federal share of the eligible project cost up to the Department's maximum participation amount.

TO: PT629DH@dot.state.fl.us

SUBJECT: FUNDS APPROVAL/REVIEWED FOR CONTRACT AQH82

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #AQH82 Contract Type: Method of Procurement:
Vendor Name: PORT
Vendor ID: VF596000573253
Beginning date of this Agmt: 11/04/11
Ending date of this Agmt: 06/30/18

ORG-CODE *EO *OBJECT *AMOUNT *FIN PROJECT *FCT *CFDA
(FISCAL YEAR) *BUDGET ENTITY *CATEGORY/CAT YEAR
AMENDMENT ID *SEQ. *USER ASSIGNED ID *ENC LINE(6S)/STATUS

Action: SUPPLEMENTAL Funds have been: APPROVED
55 062020629 *A3 *751000 * 1374189.00 *43112619402 *215 *
2017 *55100100 *088809/17
S004 *00 *SA4 *0005/04

TOTAL AMOUNT: *\$ 1,374,189.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 07/28/2016