

# MEMORANDUM

**Date:** March 4, 2008

**To:** Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

Agenda Item No. 8Q3A

**From:** George M. Burgess  
County Manager

**Subject:** Contract Award Recommendation for Oleta River State Park Mitigation - Project No: 2007.013; Contract No: 2007.013

## Recommendation

This Recommendation for Award for Construction Contract Number 2007.013 between U.S. Bridge & Dredge, Inc. and Miami-Dade County has been prepared by the Miami-Dade Seaport Department and is recommended for approval.

### Scope

**PROJECT NAME:** Oleta River State Park Mitigation

**PROJECT NO:** 2007.013

**CONTRACT NO:** 2007.013

**PROJECT DESCRIPTION:** The Seaport Department has the need to secure one (1) General Contractor to mitigate 62.5 acres with red mangroves (*Rhizophora mangle*) mitigation within the Oleta River State Park in North Miami, Florida. Work conducted within the park will include the creation/restoration of 42.5 acres of red mangrove swamp, tidal streams and tidal pools and the enhancement of 20.0 acres of impounded red mangrove through restored hydration. Of the 42.5 acres of habitat to be restored, 25 acres will be planted and the remaining 17.5 acres will vegetate via natural recruitment (not planted) or will be planted using volunteers (local high school students or other volunteer programs). This project has stringent grading requirements (within 0.10 of a foot) and detailed tidal pools and flushing channels to ensure wetland survival. Additionally, the Port will be creating and installing a minimum of two bi-lingual environmental education signs at site locations approved by the park manager. Mitigation activities will be conducted according to the requirements of a Florida Department of Environmental Protection (FDEP) Consent Order (OGC File No. 01-0647-13-DF), executed on May 7, 2002 and associated environmental permits.

**PROJECT LOCATION:** 3400 NE 163 Street, North Miami, FL 33160



<b>PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:</b>	Miami-Dade County Contractor's Certification is required in one of the following categories: General Building, General Engineering, or other categories as applicable to Chapter 10 of the Code of Miami-Dade County, or State of Florida General Contractor's License.		
<b>BID PACKAGES ISSUED:</b>	25		
<b>BIDS RECEIVED:</b>	7		
<b>CONTRACT PERIOD:</b>	365 Calendar Days		
<b>CONTINGENCY PERIOD:</b>	36 Days		
<b>IG FEE INCLUDED IN BASE CONTRACT:</b>	Yes		
<b>ART IN PUBLIC PLACES:</b>	No		
<b>BASE ESTIMATE:</b>	\$1,769,911.51		
<b>BASE CONTRACT AMOUNT:</b>	\$2,038,704.01		
<b>CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):</b>	<b>TYPE</b>	<b>PERCENT</b>	<b>AMOUNT</b> <b>COMMENT</b>
	New Construction	5%	\$101,935.20
<b>PERMIT FEES :</b>	\$20,387.04	1.00%	
<b>BONDS &amp; INSURANCE:</b>	\$40,774.08	2.00%	
<b>TOTAL DEDICATED ALLOWANCE:</b>	\$61,161.12		
<b>TOTAL AMOUNT:</b>	\$2,201,800.33		

**Track Record / Monitor**

**EXPLANATION**                      U.S. Bridge & Dredge, Inc. has 3+ years experience as a general and subcontractor in construction work similar to the work for this Contract. References listed in the bid package were contacted and provided a satisfactory review for the company. There is no evaluation on record for this company and there is no contract history within the last five years in the County.

**BID OPEN DATE:** 10/5/2007

**BID BOND EXPIRES:** 4/2/2008

**BID VALID UNTIL:** 4/2/2008

**ESTIMATED NOTICE TO PROCEED:** 3/15/2008

**PRIME CONTRACTOR:** U S BRIDGE & DREDGE INC.

**COMPANY PRINCIPAL:** Robert Moran

**COMPANY QUALIFIERS:** Eduardo Martinez

**COMPANY EMAIL ADDRESS:** bridgeanddredge@aol.com

**COMPANY STREET ADDRESS:** 22400 Old Dixie Highway, Suite E

**COMPANY CITY-STATE-ZIP:** Miami, Florida, 33170

**YEARS IN BUSINESS:** 3

**PREVIOUS EXPERIENCE WITH COUNTY IN THE LAST FIVE YEARS:** Based upon the Firm History Report provided by the Small Business Affairs Department, U.S. Bridge & Dredge, Inc. have held no contracts with the County within the last five years.

**SUBCONTRACTORS AND SUPPLIERS (SECTION 10-34 MIAMI DADE COUNTY CODE):** C & N Environmental Consultants

**MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS:** No

**STANDARD PAYMENT AND PERFORMANCE BOND:** Yes

**REVIEW COMMITTEE:** **MEETING DATE:** 3/7/2007 **SIGNOFF DATE:** 3/7/2007

**RESPONSIBLE WAGES:** Yes

<b>REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:</b>	<b>MEASURE GOAL</b>	<b>COMMENT</b>	
	CSBE	0.00% No Measure	
	CWF	0.00% Not Applicable: Not in DTA	
<b>MANDATORY CLEARING HOUSE:</b>	Yes		
<b>CONTRACT MANAGER NAME/PHONE/EMAIL:</b>	Maria Cerna	(305) 347-4916	MCerna@miamidade.gov
<b>PROJECT MANAGER NAME/PHONE/EMAIL:</b>	Becky Hope	(305) 347-4972	bhope@miamidade.gov

**Background**

**BACKGROUND:** On April 2, 1999, the Miami-Dade County Department of Environmental Resources Management ("DERM") issued a Notice of Violation to the Miami-Dade County Seaport Department and other parties for approximately three (3) acres of unauthorized dredging along the southern boundary of the Central Turning Basin in the South Channel, Port of Miami. On April 27, 1999, the Florida Department of Environmental Protection ("FDEP") issued a Warning Letter to the Miami-Dade County Seaport Department for the same unauthorized activity.

Subsequent assessment of the violation area determined that the County's dredging contractor, Dutra Construction Co., Inc. ("Dutra"), impacted approximately 3.5 acres of low to moderate density seagrasses outside of the permitted dredging area. This violation likely occurred between May 1995 and August 1996. Although the Port's dredging contractor committed the violation, under applicable environmental law, the County (through the Seaport Department), as the permittee and project owner or operator, had joint and several liability for the contractor's permit violations. As the County deemed Dutra's permit violations to constitute one of several breaches of contract covered by Dutra's performance bond (issued by surety Safeco Insurance Co.), the County brought a civil action against Safeco to recover under the performance bond. Among the damages the County sought to recover from Safeco were the to-be-incurred mitigation and other costs arising from Dutra's permit violations. After 2 1/2 weeks of trial, Safeco settled by agreeing to pay the County \$22.5 million and waiving all of its counterclaims against the County.

Since notice of the violations, the Seaport Department has worked closely with the FDEP and DERM to develop a mitigation plan acceptable by all parties. On April 9, 2002, the Board of County Commissioners passed Resolution R-367-02, authorizing the execution of a Consent Order between the State of Florida Department of Environmental Protection and Miami-Dade County for settlement of Miami Harbor dredging permit violations.

The Consent Order requires mitigation of 62.5 acres with red mangroves (*Rhizophora mangle*) within the Oleta River State Park in North Miami, Florida. Work conducted within the park will include the creation/restoration of 42.5 acres of red mangrove swamp, tidal streams and tidal pools and the enhancement of 20.0 acres of impounded red mangrove through restored hydration. Of the 42.5 acres of habitat to be restored, 25 acres will be planted and the remaining 17.5 acres will vegetate via natural recruitment or will be planted using volunteers. Additionally, the Port will be creating and installing a minimum of two bilingual environmental education signs at site locations approved by the park manager. Mitigation activities will be conducted according to the requirements of a Florida Department of Environmental Protection (FDEP) Consent Order (OGC File No. 01-0647-13-DF), executed on May 7, 2002 and associated environmental permits.

The project was advertised on September 4, 2007. Seven bids were received on October 5, 2007 and the apparent low bidder, US Bridge & Dredge, Inc., submitted a bid of \$2,038,704.01. The base estimate included within the request to advertise (\$1,769,911.51) was revised during the bidding period in response to questions raised by potential bidders. The revised base estimate, \$1,865,460.40, includes additional bid line items and deletions of bid line items. The low bid amount is 15.2% above the original base estimate and 9.3% above the revised base estimate. The bids were reviewed by Seaport staff and the bidder was found to be responsive to all bid requirements. Also, the bids were reviewed by CH2M Hill, the Engineer of Record, and it was determined that the low bid was fair and reasonable. Therefore, the Seaport Department recommends that this contract be awarded to US Bridge & Dredge, Inc.

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BUDGET APPROVAL  
FUNDS AVAILABLE:

*Fol*  
*John*  
  
OSBM DIRECTOR

*1-08-08*  
DATE

APPROVED AS TO  
LEGAL SUFFICIENCY:

  
COUNTY ATTORNEY

*12-20-07*  
DATE

CAPITAL  
IMPROVEMENTS  
CONCURRENCE:

*Gen*  
  
OCI DIRECTOR

*1/8/08*  
DATE

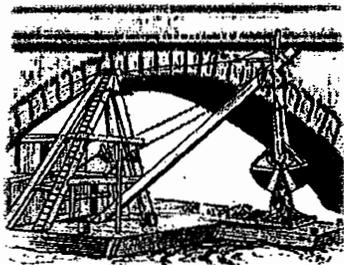


ASSISTANT COUNTY  
MANAGER

DATE

CLERK DATE

\_\_\_\_\_  
DATE



**U.S.  
BRIDGE  
& DREDGE INC.**

**Bridges • Erosion Control • Rip-Rap • Dredging • MSEwalls**



January 11, 2008

Port of Miami  
1015 North America Way, 2<sup>nd</sup> Floor  
Miami, FL 33132-2081

Attn: Maria H. Cerna  
Chief, Seaport Construction Contracts

Ref: Oleta River State Park Mitigation, Contract/Project No. 2007.013  
Request for Bid Bond Extension

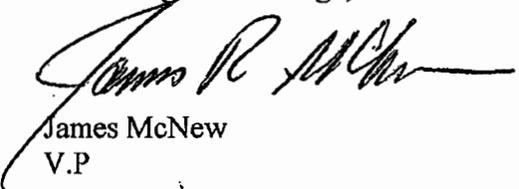
Ms. Cerna:

We are pleased to hold our bid price for the additional sixty (60) days at no additional cost to the County for the above referenced project.

We have requested that our bonding company provide us with a sixty day extension to our Bid Bond. We expect to receive that document early next week at which time we will immediately hand deliver it to your office.

We look forward to working with you on this most interesting project.

Sincerely,  
U.S. Bridge and Dredge, Inc.

  
James McNew  
V.P.

BID ITEM	DESCRIPTION	UNIT MEASURE	EST. QUANTITY	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1.00	MOBILIZATION	L.S.	35,000.00	\$50,000.00	\$1,750,000.00	\$1,750,000.00	\$1,750,000.00	\$1,750,000.00	\$1,750,000.00	\$1,750,000.00	\$1,750,000.00	\$1,750,000.00	\$1,750,000.00
2.10	CLEARING, GRUBBING	AC.	\$4,185.00	\$50,000.00	\$208,800.00	\$2,660.30	\$98,050.80	\$2,660.30	\$98,050.80	\$2,660.30	\$98,050.80	\$2,660.30	\$98,050.80
2.20	CLEARING, GRUBBING HD	AC.	\$7,455.00	\$20,000.00	\$80,000.00	\$3,500.00	\$10,000.00	\$3,500.00	\$10,000.00	\$3,500.00	\$10,000.00	\$3,500.00	\$10,000.00
	DISPOSAL CLEARED MATERIAL	AC.	\$3,840.64	\$2,000.00	\$7,681.28	\$3,000.00	\$6,000.00	\$3,000.00	\$6,000.00	\$3,000.00	\$6,000.00	\$3,000.00	\$6,000.00
3.10	TREE BARRICADES	L.F.	\$600.00	\$10.00	\$6,000.00	\$15.00	\$9,000.00	\$15.00	\$9,000.00	\$15.00	\$9,000.00	\$15.00	\$9,000.00
3.20	FLOATING TURBIDITY BARRIER, STAKED	L.F.	\$5.00	\$19,500.00	\$97,500.00	\$8.00	\$31,200.00	\$8.00	\$31,200.00	\$8.00	\$31,200.00	\$8.00	\$31,200.00
3.30	SILT FENCE, STAKED	L.F.	\$1.90	\$4,370.00	\$8,303.00	\$1.50	\$3,450.00	\$1.50	\$3,450.00	\$1.50	\$3,450.00	\$1.50	\$3,450.00
3.40	RIP RAP	C.Y.	\$12.00	\$6,720.00	\$80,640.00	\$33.73	\$384,000.00	\$33.73	\$384,000.00	\$33.73	\$384,000.00	\$33.73	\$384,000.00
3.60	UNDERWATERBIKE MAINTENANCE AND CONSTRUCTION	L.S.	\$38,000.00	\$38,000.00	\$38,000.00	\$38,000.00	\$38,000.00	\$38,000.00	\$38,000.00	\$38,000.00	\$38,000.00	\$38,000.00	\$38,000.00
3.80	WATER QUALITY AND MONITORING	L.S.	\$4,000.00	\$20,000.00	\$80,000.00	\$15,000.00	\$60,000.00	\$15,000.00	\$60,000.00	\$15,000.00	\$60,000.00	\$15,000.00	\$60,000.00
4.10	CONCRETE DEMOLITION	L.S.	\$20,000.00	\$20,000.00	\$400,000.00	\$75,745.00	\$1,514,900.00	\$75,745.00	\$1,514,900.00	\$75,745.00	\$1,514,900.00	\$75,745.00	\$1,514,900.00
4.20	CONSTRUCTION DEBRIS REMOVAL	L.S.	\$7,500.00	\$10,000.00	\$75,000.00	\$33,732.20	\$253,041.50	\$33,732.20	\$253,041.50	\$33,732.20	\$253,041.50	\$33,732.20	\$253,041.50
4.30	REMOVE UNDERGROUND FUEL TANKS	L.S.	\$20,000.00	\$20,000.00	\$400,000.00	\$20,000.00	\$400,000.00	\$20,000.00	\$400,000.00	\$20,000.00	\$400,000.00	\$20,000.00	\$400,000.00
4.40	REMOVE PILING & DOCKS	L.S.	\$70.00	\$10,160.00	\$711,200.00	\$104.38	\$7,304.60	\$104.38	\$7,304.60	\$104.38	\$7,304.60	\$104.38	\$7,304.60
4.50	CULVERT MODIFICATION / REMOVAL	L.F.	\$18,900.00	\$50.00	\$945,000.00	\$70.23	\$1,326,000.00	\$70.23	\$1,326,000.00	\$70.23	\$1,326,000.00	\$70.23	\$1,326,000.00
5.10	ON SITE EXCAVATION TERAMA SITE	CU.YD.	\$2.50	\$233,937.50	\$584,843.75	\$2.50	\$62,984.25	\$2.50	\$62,984.25	\$2.50	\$62,984.25	\$2.50	\$62,984.25
5.20	ON SITE EXCAVATION PAVILLION SITE	CU.YD.	\$2.50	\$122,250.00	\$305,625.00	\$2.50	\$62,984.25	\$2.50	\$62,984.25	\$2.50	\$62,984.25	\$2.50	\$62,984.25
5.30	ON SITE EXCAVATION TRAIL SITE	CU.YD.	\$2.50	\$5,812.50	\$14,531.25	\$2.50	\$62,984.25	\$2.50	\$62,984.25	\$2.50	\$62,984.25	\$2.50	\$62,984.25
5.40	ON SITE EXCAVATION BAY VISTA SITE	CU.YD.	\$2.50	\$24,200.00	\$60,500.00	\$2.50	\$62,984.25	\$2.50	\$62,984.25	\$2.50	\$62,984.25	\$2.50	\$62,984.25
5.50	ON SITE EXCAVATION CABIN SITE	CU.YD.	\$15,250.00	\$2.50	\$38,125.00	\$2.50	\$62,984.25	\$2.50	\$62,984.25	\$2.50	\$62,984.25	\$2.50	\$62,984.25
5.60	BACKFILL AND FILL TERAMA CANAL	L.S.	\$67,000.00	\$20,000.00	\$1,340,000.00	\$181,800.00	\$3,636,000.00	\$181,800.00	\$3,636,000.00	\$181,800.00	\$3,636,000.00	\$181,800.00	\$3,636,000.00
5.70	IMPORT FILL	CU.YD.	\$66,975.00	\$17.00	\$1,138,575.00	\$12.55	\$840,000.00	\$12.55	\$840,000.00	\$12.55	\$840,000.00	\$12.55	\$840,000.00
5.80	GRADING & SURFACE PREP	SQ.YD.	\$1.00	\$135,520.00	\$135,520.00	\$1.12	\$131,136.00	\$1.12	\$131,136.00	\$1.12	\$131,136.00	\$1.12	\$131,136.00
5.90	HAULING/DISPOSAL OF EXCESS MATERIAL	CU.YD.	\$3.00	\$15,000.00	\$45,000.00	\$9.00	\$135,000.00	\$9.00	\$135,000.00	\$9.00	\$135,000.00	\$9.00	\$135,000.00
6.05	MULCH-RELOCATION	CU.YD.	\$4.38	\$2,344.60	\$10,259.31	\$4.00	\$1,752.00	\$4.00	\$1,752.00	\$4.00	\$1,752.00	\$4.00	\$1,752.00
6.00	AS BUILT AND PROJECT DOCUMENTATION	L.S.	\$25,000.00	\$25,000.00	\$625,000.00	\$20,000.00	\$500,000.00	\$20,000.00	\$500,000.00	\$20,000.00	\$500,000.00	\$20,000.00	\$500,000.00
7.10	MANGROVE PLANTING-one gallon red mangroves	ACRE	\$3,380.00	\$38,000.00	\$128,000.00	\$28,418.49	\$94,800.00	\$28,418.49	\$94,800.00	\$28,418.49	\$94,800.00	\$28,418.49	\$94,800.00
7.20	MANGROVE PLANTING-one-year old tube cones	ACRE	\$33,800.00	\$507,000.00	\$17,136,600.00	\$14,613.38	\$4,944,000.00	\$14,613.38	\$4,944,000.00	\$14,613.38	\$4,944,000.00	\$14,613.38	\$4,944,000.00
7.30	TREE TRANSPLANTING	EACH	\$288.00	\$14,900.00	\$4,291,200.00	\$100.00	\$5,000.00	\$100.00	\$5,000.00	\$100.00	\$5,000.00	\$100.00	\$5,000.00
	NATIVE TREE PLANTING	EACH	\$4.44	\$20,638.00	\$91,632.72	\$5.08	\$23,402.50	\$5.08	\$23,402.50	\$5.08	\$23,402.50	\$5.08	\$23,402.50
	ADDITIONAL PLANTING (OPTIONAL IF NEEDED)	SQ.YD.	\$2.00	\$183,740.00	\$367,480.00	\$1.12	\$91,894.40	\$1.12	\$91,894.40	\$1.12	\$91,894.40	\$1.12	\$91,894.40
8.00	BI-LINGUAL SIGNS	EACH	\$150.00	\$300.00	\$45,000.00	\$1,124.11	\$2,248.22	\$2,000.00	\$40,000.00	\$2,000.00	\$40,000.00	\$2,000.00	\$40,000.00
	SUBTOTAL		\$1,865,460.40	\$2,038,704.01	\$38,726,877.77	\$2,138,576.87	\$23,319,319.32	\$2,138,576.87	\$23,319,319.32	\$2,138,576.87	\$23,319,319.32	\$2,138,576.87	\$23,319,319.32
	CONTINGENCY: (5% of Base Bid)		\$93,273.02	\$5% \$1,01,935.20	\$509,665.10	\$5%	\$102,858.52	\$5%	\$102,858.52	\$5%	\$102,858.52	\$5%	\$102,858.52
	Dedicated Allowance Account for Permits: (1% of base bid)		\$19,654.80	\$1%	\$20,387.04	\$1%	\$20,571.70	\$1%	\$21,385.77	\$1%	\$21,385.77	\$1%	\$21,385.77
	Dedicated Allowance Account for Bonds and Insurance* (2% of Base Bid)		\$37,309.21	\$2%	\$40,774.09	\$2%	\$41,143.41	\$2%	\$42,771.54	\$2%	\$44,771.54	\$2%	\$46,771.54
	TOTAL		\$2,014,697.23	\$2,201,800.33	\$43,750,212.87	\$2,309,683.07	\$25,240,625.55	\$2,309,683.07	\$25,240,625.55	\$2,309,683.07	\$25,240,625.55	\$2,309,683.07	\$25,240,625.55

The quantities provided herein are rough estimates. Contractor to provide estimated quantity, unit cost, and total costs in the bid for the unspecified quantity or quantity discrepancies

Adopted 07-08

STRATEGIC AREA: Transportation  
 DEPARTMENT: Seaport

\*\*\*\*\* FUNDED PROJECTS \*\*\*\*\*  
 (dollars in thousands)

**SEAPORT TUNNEL - BUILDING BETTER COMMUNITIES BOND PROGRAM**

**PROJECT # 649010**

DESCRIPTION: Provide local matching funds to the Florida Department of Transportation project to construct a tunnel connecting the Dante B. Fascell Port of Miami-Dade to the mainland to ease traffic congestion in Downtown Miami

LOCATION: Dante B. Fascell Port of Miami-Dade  
 Dante B. Fascell Port of Miami-Dade

DISTRICT LOCATED: 5  
 DISTRICT(S) SERVED: Countywide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Building Better Communities GOB Program	0	0	0	0	0	0	100,000	0	100,000

<b>TOTAL REVENUE:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>100,000</b>	<b>0</b>	<b>100,000</b>
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EXPENDITURE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Other	0	0	0	0	0	0	100,000	0	100,000

<b>TOTAL EXPENDITURES:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>100,000</b>	<b>0</b>	<b>100,000</b>
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**SHED E EXTENSION FOR UNITED STATES CUSTOMS AND BORDER PATROL**

**PROJECT # 646190**

DESCRIPTION: Improve Shed E for use by U.S. Customs and Border Patrol

LOCATION: Dante B. Fascell Port of Miami-Dade  
 Dante B. Fascell Port of Miami-Dade

DISTRICT LOCATED: 5  
 DISTRICT(S) SERVED: Countywide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Seaport Bonds/Loans	0	0	0	0	0	0	3,000	0	3,000

<b>TOTAL REVENUE:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,000</b>	<b>0</b>	<b>3,000</b>
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EXPENDITURE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Construction	0	0	0	0	0	0	3,000	0	3,000

<b>TOTAL EXPENDITURES:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,000</b>	<b>0</b>	<b>3,000</b>
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Seaport Dredging

**DREDGING - PHASE II MITIGATION**

**PROJECT # 6432030**

DESCRIPTION: Plant 45 acres of mangroves to mitigate Phase II dredging violations

LOCATION: Oleta River  
 North Miami

DISTRICT LOCATED: 4  
 DISTRICT(S) SERVED: Countywide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Seaport Bonds/Loans	0	1,000	1,000	0	0	0	0	0	2,000

<b>TOTAL REVENUE:</b>	<b>0</b>	<b>1,000</b>	<b>1,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,000</b>
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EXPENDITURE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Construction	0	1,000	1,000	0	0	0	0	0	2,000

<b>TOTAL EXPENDITURES:</b>	<b>0</b>	<b>1,000</b>	<b>1,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,000</b>
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### BUDGET PROJECT 6432030

Project Title: 6432030-DREDGING - PHASE II MITIGATION

Project Desc: Plant 45 acres of mangroves to mitigate Phase II dredging violations

Project(\$\$ in 000's)	Start:	End:	Prior:	07-08:	08-09:	09-10:	10-11:	Total:
Expenditures	10/1/2003	9/30/2006	0	1,000	1,000	0	0	2,000
Revenue			0	1,000	1,000	0	0	2,000

Project Type: Non-Construction

#### CDPWeb Project Milestones (\$ IN 000'S)

Milestone:	Start:	End:	Prior:	07-08:	08-09:	09-10:	10-11:	Total:
Construction	N/A	N/A	0	1,000	1,000	0	0	2,000

### Current Contracts for Project 6432030

Dept	ContractNo	Contract Name	RTA Budget Allocation	Award Budget Allocation	CIIS Award
SP	<u>2007.013</u>	Oleta River State Park Mitigat	\$0.00	\$1,000,000.00	\$2,038,704.01
SP	<u>2007.013</u>	Oleta River State Park Mitigat	\$450,000.00	\$0.00	\$2,038,704.01
SP	<u>2007.013</u>	Oleta River State Park Mitigat	\$850,000.00	\$0.00	\$2,038,704.01
SP	<u>2007.013</u>	Oleta River State Park Mitigat	\$0.00	\$1,000,000.00	\$2,038,704.01
SP	<u>2007.013</u>	Oleta River State Park Mitigat	\$100,000.00	\$0.00	\$2,038,704.01
SP	<u>2007.013</u>	Oleta River State Park Mitigat	\$250,000.00	\$0.00	\$2,038,704.01
SP	<u>2007.013</u>	Oleta River State Park Mitigat	\$350,000.00	\$0.00	\$2,038,704.01
Total Allocated:			\$2,000,000.00	\$2,000,000.00	

### Current Sites for Project 6432030

Site	Location
<u>69954</u>	Port of Miami
<u>71765</u>	1015 N AMERICA WY
<u>72902</u>	3400 NE 163RD ST 33160

//

Adopted 2007-08

STRATEGIC AREA: Transportation  
DEPARTMENT: Seaport

\*\*\*\*\* FUNDED PROJECTS \*\*\*\*\*  
(dollars in thousands)

**ELECTRICAL FEEDER SYSTEM UPGRADE**

PROJECT # 643080

DESCRIPTION: Improve and upgrade Port electrical system

LOCATION: Dante B. Bascell Port of Miami-Dade  
Dante B. Fascal Port of Miami-Dade

DISTRICT LOCATED: 5  
DISTRICT(S) SERVED: Countywide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Seaport Bonds/Loans	0	0	3,000	0	0	0	0	0	3,000

<b>TOTAL REVENUE:</b>	<b>0</b>	<b>0</b>	<b>3,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,000</b>
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EXPENDITURE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Construction	0	0	3,000	0	0	0	0	0	3,000

<b>TOTAL EXPENDITURES:</b>	<b>0</b>	<b>0</b>	<b>3,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,000</b>
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**INFRASTRUCTURE IMPROVEMENTS**

PROJECT # 645430

DESCRIPTION: Update and improve various infrastructure portions of the Port

LOCATION: Dante B. Fascal Port of Miami-Dade  
Dante B. Fascal Port of Miami-Dade

DISTRICT LOCATED: 5  
DISTRICT(S) SERVED: Countywide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
FDOT Funds	0	2,200	0	3,000	3,000	3,000	0	0	11,200
Seaport Bonds/Loans	0	3,913	12,000	10,000	10,000	10,000	10,000	50,000	105,913

<b>TOTAL REVENUE:</b>	<b>0</b>	<b>6,113</b>	<b>12,000</b>	<b>13,000</b>	<b>13,000</b>	<b>13,000</b>	<b>10,000</b>	<b>50,000</b>	<b>117,113</b>
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EXPENDITURE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Planning and Design	0	3,200	5,800	0	0	0	0	0	9,000
Construction	0	2,913	6,200	13,000	13,000	13,000	10,000	50,000	108,113

<b>TOTAL EXPENDITURES:</b>	<b>0</b>	<b>6,113</b>	<b>12,000</b>	<b>13,000</b>	<b>13,000</b>	<b>13,000</b>	<b>10,000</b>	<b>50,000</b>	<b>117,113</b>
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**PORTWIDE ACCESS CONTROLS AT WHARF GATES**

PROJECT # 645060

DESCRIPTION: Implement various access controls at wharf gates

LOCATION: Dante B. Fascal Port of Miami-Dade  
Dante B. Fascal Port of Miami-Dade

DISTRICT LOCATED: 5  
DISTRICT(S) SERVED: Countywide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Seaport Bonds/Loans	51	262	0	0	0	0	0	0	313
Transportation Security Administration Funds	253	1,000	0	0	0	0	0	0	1,253

<b>TOTAL REVENUE:</b>	<b>304</b>	<b>1,262</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,566</b>
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EXPENDITURE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Construction	304	1,262	0	0	0	0	0	0	1,566

<b>TOTAL EXPENDITURES:</b>	<b>304</b>	<b>1,262</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,566</b>
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**BUDGET PROJECT 645430**

Project Title: 645430-INFRASTRUCTURE IMPROVEMENTS

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

Project(\$\$ in 000's)	Start:	End:	Prior:	07-08:	08-09:	09-10:	10-11:	Total:
Expenditures	10/1/2009	9/30/2013	0	6,113	12,000	13,000	13,000	117,113
Revenue			0	6,113	12,000	13,000	13,000	117,113

Project Type:

**CDPWeb Project Milestones (\$ IN 000'S)**

Milestone:	Start:	End:	Prior:	07-08:	08-09:	09-10:	10-11:	Total:
Planning/Design	N/A	N/A	0	3,200	5,800	0	0	9,000
Construction	N/A	N/A	0	2,913	6,200	13,000	13,000	108,113

**Current Contracts for Project 645430**

Dept	ContractNo	Contract Name	RTA Budget Allocation	Award Budget Allocation	CIIS Award
SP	2007.013	Oleta River State Park Mitigat	\$0.00	\$101,800.33	\$2,038,704.01
SP	2007.013	Oleta River State Park Mitigat	\$0.00	\$100,000.00	\$2,038,704.01
Total Allocated:			\$0.00	\$201,800.33	

**There are no Sites for Project 645430**



Dept. of Business Development
Project Worksheet

Project/Contract Title: CONSTRUCTION SERVICES FOR OLETA RIVER STATE PARK MITIGATION RC Date: 03
Project/Contract No: 07.013 Funding Source: SEAPORT Item No:
Department: SEAPORT SEAPORT
Estimated Cost of Project/Bid: \$2,000,000.00 Resubmittal Date(s):
Description of Project/Bid: THE SEAPORT DEPARTMENT HAS THE NEED TO SECURE ONE (1) GENERAL CONTRACTOR TO CONSTRUCT 62.5 ACRES OF RBD MANGROVE (RHIZOPHORA MANGLE) MITIGATION WITHIN THE OLETA RIVER STATE PARK IN NORTH MIAMI, FLORIDA.

Contract Measures Recommendation table with columns: Measure, Program, Goal Percent. Row: No Measure

Reasons for Recommendation: An analysis of the trades, as well a CSBE availability indicate that no measure is appropriate for this project due to insufficient availability. CWP Not Applicable: Not in DTA

Analysis for Recommendation of a Goal table with columns: Subtrade, Cat, Estimated Value, % of Items to Base Bid, Availability. Total: \$0.00

Living Wages: YES [ ] NO [X] Highway: YES [ ] NO [X] Heavy Construction: YES [X] NO [ ]
Responsible Wages: YES [X] NO [ ] Building: YES [ ] NO [X]

Ordinance 90-143 is applicable to all construction projects over \$100,000 that do not utilize Federal Funds

REVIEW COMMITTEE RECOMMENDATION form with fields for Tier 1 Set Aside, Set Aside (Level 1-3), Trade Set Aside (MCC), Goal, Bid Preference, No Measure, Deferred, Selection Factor, and signatures of Chairperson and County Manager.

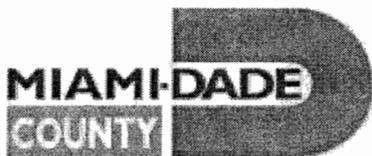
Find Contracts With Search String ==>

Status View

Exit

Projects

Goto Bottom



# MIAMI-DADE COUNTY, FLORIDA

## Capital Improvements Information System

All Contracts for Famis No 200870002 01

### U S BRIDGE & DREDGE INC.

<u>DST</u>	<u>DPT</u>	<u>Contract</u>	<u>Name</u>	<u>Location / Contractor</u>	<u>Estimated Completion Date</u>	<u>Total Award</u>	<u>Last Status Date</u>	<u>% Complete / Status*</u>
4	SP	2007.013	Oleta River State Park Mitigat	U S BRIDGE & DREDGE INC.	N/A	\$2,038,704		0% / N/A
Totals:					1	\$2,038,704		

\* Yellow Status=Inactive Contract

Status View

Exit

Projects

Goto Top

CONSTRUCTION CONTRACT

STATE OF \_\_\_\_\_) ss.:

COUNTY OF \_\_\_\_\_)

THIS AGREEMENT made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Miami-Dade County and US Bridge & Dredge, Inc. hereinafter called the Contractor:

WITNESSETH, that the said Contractor for and in consideration of the payments hereinafter specified and agreed to be made by Miami-Dade County, hereby covenants and agrees to furnish and deliver all the materials required, to do and perform all the work and labor required to complete **Project No. 2007.013, entitled, OLETA RIVER STATE PARK MITIGATION,** within the time specified, in strict and entire conformity with the Contract Documents hereinafter listed, which are hereby incorporated into this Contract by reference:

Contract Documents:            **Conformed Contract Specifications and Drawings**

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and to defend, indemnify and save harmless Miami-Dade County and all its officers and agents against and from all suits and costs of every kind and description, and from all damages to which the said Miami-Dade County or any of its officers and agents may be put, by reason of injury or death to persons or injury to property of others resulting from the performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements or appliances used by the Contractor in the aforesaid work, or through any act or omission on the part of the Contractor, or his agent or agents, employees or servants.

The Contractor agrees that the requirements of this contract are reasonable and achievable.

The Contractor further agrees that the Rates of Wages for all laborers, mechanics and apprentices employed by the Contractor or any Subcontractor shall be not less than the prevailing rate of wages for similar skills or classifications, all in accordance with Section 215.19, Florida Statutes, which said Section is hereby incorporated into this Contract by reference, or in accordance with the decision of the Secretary of Labor of the United States Department of Labor, as applicable and all provisions thereof shall be strictly complied with by the Contractor and his Subcontractors.

In consideration of the premises, Miami-Dade County hereby agrees to pay to the Contractor for said work, when fully completed, the total sum of Two million two hundred one thousand eight hundred dollars and thirty-three cents (\$2,201,800.33), being the amount obtained from either the aggregate lump sum prices, the application of unit prices to the quantities shown in the Bid Form or the combination of both.

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The total sum is subject to such additions and deductions as may be provided for in the Contract Documents.

Payments on account will be made as provided for in the Contract Documents.

In Witness whereof, the parties hereto have caused this Contract to be executed by their appropriate officials, as of the date first above written.

(OFFICIAL SEAL)

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

ATTEST:

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
County Manager

Approved by County Attorney  
as to Form and Legal Sufficiency \_\_\_\_\_

When Contractor is an individual:

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
(Signature of individual)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(printed name of individual)

\_\_\_\_\_  
(address)

N/A

ACKNOWLEDGMENT:

STATE OF \_\_\_\_\_)ss.:

COUNTY OF \_\_\_\_\_)

SUBSCRIBED AND SWORN TO (or affirmed) before me on \_\_\_\_\_  
(Date)

by \_\_\_\_\_ He / She is personally known to  
(Affiant)

me or has presented \_\_\_\_\_ as identification.  
(Type of Identification)

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Serial Number)

\_\_\_\_\_  
(Print or Stamp Name of Notary)

\_\_\_\_\_  
(Expiration Date)

Notary Public \_\_\_\_\_  
(State)

Notary Seal:

When Contractor is a sole proprietorship or operates under a trade name:

\_\_\_\_\_  
(printed name of firm)

By: \_\_\_\_\_  
(signature of individual)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(printed name of individual)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(address)

N/A

**ACKNOWLEDGMENT:**

STATE OF \_\_\_\_\_ ) ss:

COUNTY OF \_\_\_\_\_ )

SUBSCRIBED AND SWORN TO (or affirmed) before me on \_\_\_\_\_  
(Date)

by \_\_\_\_\_ . He / She is personally known to me  
(Affiant)

or has presented \_\_\_\_\_ as identification.  
(Type of Identification)

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Serial Number)

\_\_\_\_\_  
(Print or Stamp Name of Notary)

\_\_\_\_\_  
(Expiration Date)

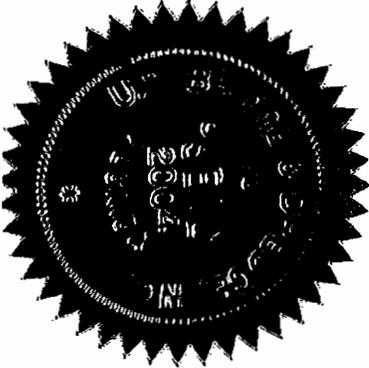
Notary Public \_\_\_\_\_  
(State)

Notary Seal:



When Contractor is a corporation:

(CORPORATE SEAL)



US BRIDGE & DREDGE, INC.  
(printed name of corporation)

FLORIDA  
(printed state of incorporation)

By: [Signature]  
(signature of president or vice-president & capacity)

By: ROBERT MORGAN, PRESIDENT  
(printed name of president or vice-president & capacity)

By: [Signature], Sec.  
(signature of secretary or assistant secretary & capacity)

JAMES R. MCNEW, SEC.  
(printed name of secretary or assistant secretary & capacity)

22400 OLD DIXIE HWY

MIAMI FL 33170  
(business address of corporation)

ACKNOWLEDGMENT:

STATE OF FLORIDA ) ss.:

COUNTY OF MIAMI-DADE

Before me personally appeared ROBERT MORGAN as President, to me well known or has presented \_\_\_\_\_ as

(Type of Identification)

identification and JAMES R. MCNEW, as Secretary, to me well known or has presented \_\_\_\_\_ a

(Type of Identification)

identification and known to me to be the individuals described in and who executed the foregoing instrument as ROBERT MORGAN President and JAMES R. MCNEW Secretary of the above named US BRIDGE & DREDGE, INC. a Corporation, and severally acknowledged that they executed such instrument as President and JAMES R. MCNEW Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and said instrument is the free act and deed of said corporation.

SUBSCRIBED AND SWORN TO (or affirmed) before me on 12/21/2007  
(Date)

by ROBERT MORAN. He / She is personally known to me  
(Affiant)

or has presented \_\_\_\_\_ as identification.  
(Type of Identification)

LIZA DELCASTILLO. DD736880  
(Signature of Notary) (Serial Number)

LIZA MARIA DELCASTILLO 11/26/2011  
(Print or Stamp Name of Notary) (Expiration Date)

Notary Public FLORIDA  
(State)

Notary Seal:



When Contractor is a joint venture:

N/A

\_\_\_\_\_  
(printed name of joint venture)

\_\_\_\_\_  
(business address of joint venture)

Note: Complete in accordance with Article 10 of the Instructions to Bidders.

COPY

PROJECT TITLE: OLETA RIVER STATE PARK MITIGATION - PROJECT NO. 2007.013

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED BIDDER AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN 365 CALENDAR DAYS AFTER THE EFFECTIVE DATE OF NOTICE TO PROCEED.

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
1.00	MOBILIZATION	L.S.	1.00	\$ 50,000	\$ 50,000
2.10	CLEARING AND GRUBBING	AC.	13.52	\$ 15,000	\$ 202,800
2.20	CLEARING AND GRUBBING 4HD	AC.	4.00	\$ 20,000	\$ 80,000
2.30	DISPOSAL CLEARED MATERIAL	AC.	17.52	\$ 3,640.64	\$ 63,784.01
3.10	TREE BARRICADES	L.F.	200.00	\$ 10	\$ 2,000
3.20	FLOATING TURBIDITY BARRIER, STAKED	L.F.	3,900.00	\$ 8	\$ 31,200
3.30	SILT FENCE, STAKED	L.F.	2,300.00	\$ 5	\$ 11,500
3.40	RIP RAP	C.Y.	560.00	\$ 135	\$ 75,600
3.60	WATER QUALITY AND MONITORING	L.S.	1.00	\$ 20,000	\$ 20,000
4.10	CONCRETE DEMOLITION	L.S.	1.00	\$ 20,000	\$ 20,000
4.20	CONSTRUCTION DEBRIS REMOVAL	L.S.	1.00	\$ 10,000	\$ 10,000
4.30	REMOVE UNDERGROUND FUEL TANKS	L.S.	1.00	\$ 20,000	\$ 20,000
4.40	REMOVE PILING	BA.	145	\$ 50	\$ 7,250
4.50	CULVERT MODIFICATION / REMOVAL	L.F.	270.00	\$ 50	\$ 13,500
5.10	ONSITE EXCAVATION TERAMA SITE	CU.YD.	93,575.00	\$ 2.50	\$ 233,937.50
5.20	ONSITE EXCAVATION PAVILLION SITE	CU.YD.	48,900.00	\$ 2.50	\$ 122,250
5.30	ONSITE EXCAVATION TRAIL SITE	CU.YD.	2,325.00	\$ 2.50	\$ 5,812.50
5.40	ONSITE EXCAVATION BAY VISTA SITE	CU.YD.	9,680.00	\$ 2.50	\$ 24,200.00
5.50	ONSITE EXCAVATION CABIN SITE	CU.YD.	6,100.00	\$ 2.50	\$ 15,250
5.60	BACKFILL AND FILL TERAMA CANAL	L.S.	1.00	\$ 20,000	\$ 20,000

W.C.  
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COPY

5.70	IMPORT FILL	CU YD.	12,425.00	\$ 17.00	\$ 211,225
5.80	GRADING & SURFACE PREP	SQ YD.	135,520.00	\$ 1.00	\$ 135,520
5.90	HAULING/DISPOSAL OF EXCESS MATERIAL	CU YD.	5,000.00	\$ 6.00	\$ 30,000
6.00	AS BUILT AND PROJECT DOCUMENTATION	L.S.	1.00	\$ 20,000	\$ 20,000
7.10	MANGROVE PLANTING - one gallon red mangroves	ACRE	10.00	\$ 24,000	\$ 240,000
7.20	MANGROVE PLANTING - one-year old tube cones	ACRE	15.00	\$ 12,200	\$ 183,000
7.30	TREE TRANSPLANTING	BACH	50.00	\$ 100	\$ 5,000
7.40	NATIVE TREE PLANTING	EACH	4,625.00	\$ 4.44	\$ 20,535
7.50	ADDITIONAL PLANTING (OPTIONAL IF NEEDED)	SQ YD.	81,870.00	\$ 2.00	\$ 163,740
8.00	BI-LINGUAL SIGNS	EACH	2.00	\$ 300	\$ 600
		BASE BID TOTAL		\$ 2,038,504.00	2,038,704.01

Contingency Allowance\* (5% of Base Bid) \$ 101,928.90 101,935.20  
 Dedicated Allowance Account for Permits\* (1% of Base Bid) \$ 20,385.04 20,387.04  
 Dedicated Allowance Account for Bonds and Insurance\* (2% of Base Bid) \$ 40,770.08 40,774.08  
 \*For explanation of the Allowance Accounts see Contract Conditions, paragraph 1.07.

GRAND TOTAL (Base bid plus allowance accounts) \$ 2,201,584.32 2,201,800.33  
 TOTAL BID PRICE, THE SUM OF TWO million two hundred <sup>eight</sup> ~~one thousand five hundred eighty~~ <sup>four and 33/100</sup> ~~two hundred eighty~~ <sup>four</sup> ~~and 33/100~~ Dollars

THE BIDDER UNDERSTANDS AND AGREES THAT THE ABOVE GRAND TOTAL IS INCLUSIVE OF ALL WORK NECESSARY TO COMPLETE THE WORK AS DESCRIBED IN THE CONTRACT DOCUMENTS, AND IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED BIDDER AGREES TO ENTER INTO AN EXECUTE THE CONTRACT WITH THE NECESSARY BOND AND ACCEPT THE ABOVE TOTAL PRICE AS FULL COMPENSATION FOR THE WORK PERFORMED UNDER THIS CONTRACT.

D. C. CERTIFICATE OF COMPETENCY NO. 066019716 BIDDER'S NAME US Bridge & Dredge, INC.  
 OR GC LICENSE  
 BIDDER'S TELEPHONE NUMBER (605) 258-3700 BIDDER'S ADDRESS 22400 Old Dixie Hwy Suite E

When B. A is a Corporation:

In witness whereof, the Bidder hereto has executed this Bid Form this 4<sup>th</sup> day of Oct 2007

U.S. Bridge & Dredge, Inc  
(Printed name of Corporation)

FLORIDA  
(Printed State of Incorporation)

By [Signature]  
(Signature of President or Vice-President & capacity)

JAMES R. WELLS, Secretary  
(Printed name of Secretary or Assistant Secretary & capacity)

[Signature]

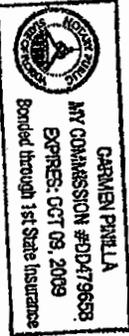
(CORPORATE SEAL)

22400 Old DWE Hwy, Suite E  
(Business Address of Corporation)

Miami, FL 33170

ACKNOWLEDGEMENT:

STATE of Florida ) ss.:  
COUNTY of Miami Dade



[Signature]

Before me personally appeared ROBERT MORAN, as President, to me well known or has presented

[Signature] as identification and JAMES E. McNEU, as Secretary, to me well known, or has presented  
(Type of Identification)

as identification and known to me to be the person described in and who executed the foregoing

(Type of Identification)  
PROJECT NO. 2007.013  
BID FORM

AUGUST 2007

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COPY

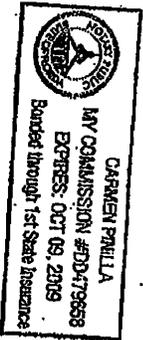
instrument as Robert Moran President and James E. McNew as Secretary of the above name US Bridge & Driveway, Inc Corporation, and severally acknowledged that they executed such instrument as such Robert Moran President and James E. McNew Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and said instrument is the free act and deed of said corporation.

SUBSCRIBED AND SWORN TO (or affirmed) before me on 10-4-07 by Robert Moran

He/She is personally known to me or has presented as identification (Affiant)

Notary Public [Signature] (Type of Identification) DD479658 Oct. 09, 2009 Florida  
(Signature of Notary) (Serial Number) (Expiration Date) (State)

CARMEN PINILLA Notary Seal:  
(Print or Stamp name of Notary)



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