Memorandum

MIAMI-DADE COUNTY

Date: May 6, 2008

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

Agenda Item No. 8(P)(1)(D)

From: George M. Burgess
County Manager

Subject: County Incentive Grant Program (CIGP) Agreement Between Miami-Dade County and the Florida Department of Transportation in the Amount of $1,500,000 to Provide Funds for the Design of Venetian Causeway Replacement Bridges

RECOMMENDATION

It is recommended that the Board of County Commissioners (BCC) authorize the County Mayor to execute a County Incentive Grant Program (CIGP) Agreement, in substantially the form attached, with the Florida Department of Transportation, (FDOT) in the amount of $1,500,000, for the design of Venetian Causeway replacement bridges.

SCOPE

This Agreement will provide funding for the design to replace Venetian Causeway bridges that connect the Cities of Miami and Miami Beach, and are located in Commission Districts 3 and 4.

FISCAL IMPACT/FUNDING SOURCE

The total estimated cost of the bridges design phase is $3,000,000. FDOT has programmed CIGP funding for this project in the amount of $1,500,000. This project is listed in the 2008 Transportation Improvement Program (TIP) in the Primary State Highways and Intermodal Section. A local match in the amount of $1,500,000 is required from the County, and will be provided by loan proceeds from the Sunshine State Governmental Financing Commission.

DELEGATION OF AUTHORITY

No additional authority is being requested within the body of this contract.

TRACK RECORD/MONITOR

PWD will supervise and review all aspects of project design and development. The project will be assigned to Marcos Redondo, P.E., Section Head, Highway Division Bridge Section, who will oversee inspections conducted by PWD staff.

BACKGROUND

The CIGP was created by Section 339.2817 of the Florida Statutes, as authorized by the 2000 State Legislature. Its purpose is "to provide grants to counties to improve a transportation facility which is located on the State Highway System or which relieves traffic congestion on the State Highway System".

Over the last 75 years, the Venetian Causeway has undergone extreme environmental effects that have resulted in widespread deficiencies. The Causeway relieves traffic on the MacArthur Causeway

(SR A1A) to the south and the Julia Tuttle Causeway (SR 112) to the north, and serves as an evacuation route for the residents of the Venetian Islands and the City of Miami Beach.

Funds were requested through an application to CIGP for the design of replacement bridges. This application was subsequently approved, and under the CIGP funding formula, the costs for the project will be equally divided between the County and FDOT on a 50% basis, with the County supplying matching funding through loan proceeds from the Sunshine State Governmental Financing Commission.

The Venetian Causeway has been listed in the National Register of Historic Places since July 1989, and any alteration must be jointly reviewed by the Cities of Miami and Miami Beach. Both the City of Miami and Miami Beach have also designated the Causeway as a local historic landmark. In light of these designations, past projects, studies and commitments (architectural features, typical sections, alignments, maintenance of traffic, etc.) shall be investigated and incorporated in the work as necessary.

During the design of the project, PWD will include extensive public involvement and coordination with various interest groups as well as the City of Miami and the City of Miami Beach and their staff to ensure that a satisfactory concept has been developed and can be implemented. Consultant selection is expected to be completed in August 2008. Design of the replacement bridges is projected to be completed in August 2010, with construction commencing approximately by June 2011 and lasting 30 months until December 2013.

It should be noted that PWD is working concurrently on the rehabilitation of the existing bridges to enable the continued safe operation of the Causeway.

Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: May 6, 2008

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

SUBJECT: Agenda Item No. 8(P)(1)(D)

Please note any items checked.

_____ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised

_____ 6 weeks required between first reading and public hearing

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

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

_____ Bid waiver requiring County Manager's written recommendation

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

_____ Housekeeping item (no policy decision required)

_____ No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(1)(D)
5-6-08

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF A COUNTY INCENTIVE GRANT PROGRAM (CIGP) AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) IN THE AMOUNT OF $1,500,000 FOR THE DESIGN OF VENETIAN CAUSEWAY REPLACEMENT BRIDGES; AND AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXERCISE THE PROVISIONS THEREIN

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

WHEREAS, the State of Florida is authorized to enter into agreements to provide funding for transportation programs and projects,

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

Section 1. That this Board approves the agreement between Miami-Dade County and the Florida Department of Transportation, in substantially the form attached hereto and made a part of thereof, in the amount of $1,500,000 to provide for the design of Venetian Causeway replacement bridges.

Section 2. That this Board further authorizes the County Mayor or his designee to execute such contracts and agreements as are approved by the County Attorney's Office; and to file and execute any additional agreements, revisions, or amendments as required to carry out the project.

Section 3. That the County staff is authorized to furnish such additional information as the Florida Department of Transportation may require in connection with the application for the improvement.

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

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of May, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Thomas Goldstein

Catalog of State Financial Assistance No. 55.008

Financial Project No.: 42271313801
COUNTY: Miami-Dade

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

COUNTY INCENTIVE GRANT PROGRAM AGREEMENT
(County Letting)

This is an Agreement by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT," and Miami-Dade County, hereinafter referred to as the "COUNTY."

W I T N E S S E T H

WHEREAS, the DEPARTMENT has the authority, under Section 334.044, Florida Statutes, to enter into this Agreement; and

WHEREAS, the County Incentive Grant Program has been created by Section 339.2817, Florida Statutes, to provide grants to counties to improve a transportation facility which is located on the State Highway System or which relieves traffic congestion on the State Highway System; and

WHEREAS, the COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of said Section 339.2817, Florida Statutes; and

WHEREAS, the DEPARTMENT is willing to provide the COUNTY with financial assistance under Financial Project No. 42271313801 for the Venetian Causeway Bridges FROM NE 15th Street TO Dade Blvd hereinafter referred to as the "PROJECT," in accordance with Section 339.2817, Florida Statutes; and

WHEREAS, the COUNTY by Resolution No. _____ dated the ____ day of _____, ____, a copy of which is attached hereto and made a part hereof, has authorized the County Mayor or His Designee to enter into this Agreement.

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

1-SERVICES AND PERFORMANCE

A. The COUNTY shall furnish the services with which to construct the PROJECT. Said PROJECT consists of: Design Plans of the bridges on the Venetian Causeway FROM NE 15th Street TO Dade Blvd, as further described in Exhibit A (Scope of Services) attached hereto and made a part here of.

B. The COUNTY agrees to undertake the construction of the PROJECT in accordance with all applicable federal, state and local statutes, rules and regulations, and standards. The COUNTY shall be responsible for obtaining clearances/permits required for the construction of the PROJECT from the appropriate permitting authorities. Upon completion of the PROJECT, the COUNTY shall certify to the DEPARTMENT that the PROJECT has been completed in accordance with the applicable standards, statutes, rules and regulations in writing.

C. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of work being done by the COUNTY and of the details thereof. Coordination shall be maintained by the COUNTY with representatives of the DEPARTMENT. COUNTY shall provide the DEPARTMENT with quarterly progress reports.

D. For projects located on the State Highway System, the DEPARTMENT must approve any consultant and/or contractor scope of services including project budget. COUNTY shall obtain DEPARTMENT approval of plans and specifications prior to bidding the project. This provision applies only to projects located on the State Highway System.

E. The COUNTY must certify that the consultant has been selected in accordance with the Consultants Competitive Negotiation Act (Section 287.055, Florida Statutes). Contractor must be prequalified by the DEPARTMENT as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2000), as amended.

F. The COUNTY shall not sublet, assign, or transfer any work under this Agreement without prior written consent of the DEPARTMENT.

G. All notices under this Agreement shall be directed to the following addresses:

TO DEPARTMENT:	**TO COUNTY:**
District 6 - Planning Office	111 NW First Street
1000 NW 111 Ave, Room 6112	16th Floor
Miami, FL 33172	Miami, FL 33128

2-TERM

A. The term of this Agreement shall begin upon the date of signature of the last party to sign. The COUNTY agrees to complete the PROJECT in accordance with the schedule described and contained in Exhibit B (Schedule of Services). If the COUNTY does not maintain or complete the project in accordance with the schedule, the DEPARTMENT may terminate this Agreement unless an adjustment to the schedule is requested by the COUNTY and granted in writing by the DEPARTMENT.

B. This Agreement shall not be renewed. Any extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement.

3-COMPENSATION AND PAYMENT

A. The parties agree that the estimated total project costs are Three Million Dollars ($ 3,000,000.00). The parties further agree that the DEPARTMENT's maximum participation is ___50%_____($1,500,000.00) and all remaining costs of the project will be borne by the COUNTY. These amounts are outlined in Exhibit C (Schedule of Funding).

i) The COUNTY shall submit one invoice (4 copies) plus supporting documentation required by the DEPARTMENT to the Project Manager for approval and processing:

_____ - monthly, or
__x___ - quarterly, or
_____ - once the PROJECT has been accepted by the COUNTY and approved by the DEPARTMENT.

ii) Any provisions for an advance payment are provided in Exhibit D attached to this agreement.

iii) In the event the COUNTY proceeds with the design, construction, and construction engineering inspection services (CEI) of the PROJECT with its own forces, the COUNTY will only be reimbursed for direct costs (this excludes general and administrative overhead).

iv) All costs charged to the PROJECT shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

B. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044 (29), Florida Statutes.

C. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.

D. The DEPARTMENT's obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

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

F. Travel costs will not be reimbursed.

G. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payments(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Chief Financial Officer's Hotline, 1-800-848-3792.

H. Records of costs incurred under 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 includes the COUNTY's general accounting records and the project records, together with supporting documents and records of the COUNTY and all subcontractors performing work on the project, and all other records of the COUNTY and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

I. 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 one 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. Accordingly, the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

J. It is unlawful for the board of county commissioners to expend or contract for the expenditure in any fiscal year more than the amount budgeted in each fund's budget, except as provided herein, and in no case shall the total appropriations of any budget be exceeded, except as provided in s. 129.06, and any indebtedness contracted for any purpose against either of the funds enumerated in this chapter or for any purpose, the expenditure for which is chargeable to either of said funds, shall be null and void, and no suit or suits shall be prosecuted in any court in this state for the collection of same, and the members of the board of county commissioners voting for and contracting for such amounts and the bonds of such members of said boards also shall be liable for the excess indebtedness so contracted for. Section 129.07, Florida Statutes.

K. 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 Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

4-INDEMNITY AND INSURANCE

A. To the extent allowed by law, the COUNTY shall indemnify, defend, and hold harmless the DEPARTMENT and all of its officers, agents, and employees from any claim, loss, damages, cost, charge, or expense arising out of act, error, omission, or negligent act by the

COUNTY, its agents, or employees, during the performance of the Agreement, except that neither the COUNTY, its agents, or its employees will be liable under this paragraph for any claim, loss, damages, cost, charge, or expense arising out of act, error, omission, or negligent act by the DEPARTMENT, or any of its officers, agents, or employees, during the performance of the Agreement.

B. When either party receives notice of claim for damages that may have been caused by the other party in the performance of services required under this Agreement, that party will immediately forward the claim to the other party. Each party will evaluate the claim, and report its findings to each other within fourteen (14) working days and jointly discuss options in defending the claim. A party's failure to promptly notify the other of a claim will not act as a waiver or any right herein.

C. The COUNTY agrees to include the following indemnification in all contracts with contractors/subcontractors, consultants/subconsultants, who perform work in connection with this Agreement:

> "The contractor/consultant shall indemnify, defend, save, and hold harmless the DEPARTMENT and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor, its officers, agents, or employees. Neither the contractor/consultant, nor any of its officers, agents, or employees will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees."

D. LIABILITY INSURANCE. In accordance with 768.28 (5) Florida Statutes, the COUNTY shall carry or cause its contractor/consultant to carry and keep in force during the period of this Agreement a general liability policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $100,000 per person and $200,000 each occurrence, and property damage insurance of at least $50,000 each occurrence, for the services to be rendered in accordance with this Agreement. However, in the event the COUNTY maintains a self-insurance fund to cover such liability, the COUNTY agrees to maintain sufficient reserves in the fund to pay the above-described liability limits. In addition to any other forms of insurance or bonds required under the terms of this Agreement, the COUNTY must comply or cause its contractor to comply with Section 7-13 of the DEPARTMENT's Standard Specifications for Road and Bridge Construction (2000), as amended.

E. WORKERS' COMPENSATION. The COUNTY shall also carry or cause its contractor/consultant to carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

5-COMPLIANCE WITH LAWS

A. The COUNTY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY in conjunction with this Agreement. Failure by the COUNTY to grant such public access

shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The COUNTY shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The COUNTY and the DEPARTMENT agree that the COUNTY, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Agreement for purposes other than those set out in Section 337.274, Florida Statutes.

6-AUDIT

A. The administration of resources awarded by the Department to the COUNTY may be subject to audits and/or monitoring by the Department, as described in this section.

B. MONITORING

i) In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (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, as revised, and/or other procedures. By entering into this agreement, the recipient 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 recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the LOCAL GOVERNMENT regarding such audit. The LOCAL GOVERNMENT further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the DEPARTMENT's Office of the Inspector General, the Chief Financial Officer (CFO) or Auditor General.

C. FEDERAL AUDITS

i) Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

ii) 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 E to this agreement indicates Federal resources awarded through the Department by this agreement, if applicable. 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.

iii) In connection with the audit requirements addressed in Subparagraph i), the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

iv) If the recipient expends less than $500,000 or more in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than $500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

v) 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.

D. STATE AUDITS

i) Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2) (l), Florida Statutes) are to have audits done annually using the following criteria:

ii) 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 of such recipient, 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 E to this agreement indicates state financial assistance awarded through the Department by this agreement, if applicable. 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.

iii) In connection with the audit requirements addressed in sub-paragraph i) 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)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iv) If the recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not

required. In the event that the recipient expends less than $500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

v) 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.

E. OTHER AUDIT REQUIREMENTS

i) The recipient 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.

ii) 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 FDOT, the 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.

F. REPORT SUBMISSION

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

a) The DEPARTMENT at each of the following addresses: (Insert mailing address(es) of office(s) responsible for program oversight)

b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at 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, as revised.

ii) In the event that a copy of the reporting package for an audit required by Paragraph

C (FEDERAL AUDITS) of this agreement and conducted in accordance with OMB Circular A-133, as revised, is **not** required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, 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 the following:

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

a) 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, as revised, and any management letters issued by the auditor, to the Department at the following address: (Insert mailing address(es) of office(s) responsible for program oversight)

iii) Copies of financial reporting packages required by Paragraph D (STATE AUDITS) of this agreement shall be submitted by or on behalf of the recipient directly to the following:

a) The DEPARTMENT at each of the following addresses: (Insert mailing address(es) of office(s) responsible for program oversight)

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

iv) Copies of reports or the management letter required by Paragraph E (OTHER AUDIT REQUIREMENTS) of this agreement shall be submitted by or on behalf of the recipient directly to the Department at the following address:

a) The DEPARTMENT at each of the following addresses: (Insert mailing address(es) of office(s) responsible for program oversight)

v) 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, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi) 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 recipient in correspondence accompanying the reporting package.

G. RECORD RETENTION

i) The recipient 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 state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state 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.

7-TERMINATION AND DEFAULT

A. This Agreement may be canceled by either the COUNTY or the DEPARTMENT upon sixty (60) days written notice.

B. If the DEPARTMENT determines that the performance of the COUNTY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the COUNTY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the COUNTY, the DEPARTMENT shall notify the COUNTY of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the COUNTY shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the COUNTY.

8-MISCELLANEOUS

A. 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.

B. The DEPARTMENT shall not be obligated or liable hereunder to any party other than the

COUNTY.

C. In no event shall the making by the DEPARTMENT of any payment to the COUNTY 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 COUNTY, and the making of such payment by the DEPARTMENT while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

D. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

E. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

F. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida.

G. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the PROJECT is completed and accepted and payment made by the DEPARTMENT or terminated in accordance with Section 6.

H. An entity or affiliate which 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.

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed in its behalf this ____ day of _____, _____, by the County Mayor or His Designee, authorized to enter into and execute same by Resolution Number _____ of the Board on the _____ day of ____, _____, and the DEPARTMENT has executed this Agreement through its District Secretary for District _____, Florida Department of Transportation, this _____ day of ____, _____.

MIAMI-DADE COUNTY, FLORIDA

ATTEST:_____(SEAL)
CLERK

BY: _____
COUNTY MAYOR OR HIS DESIGNEE

Approved by County Attorney
as to form and legal sufficiency

_____
COUNTY ATTORNEY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST:_____(SEAL)
EXECUTIVE SECRETARY

BY: _____
DISTRICT SECRETARY
DISTRICT _____

NAME:_____

DOT Legal Review:

_____

Availability of Funds Approval:

_____
(Date)

SCOPE OF SERVICES

EXHIBIT A

Venetian Causeway Bridge Replacement Project

1 PURPOSE

Miami-Dade County, hereinafter called the COUNTY, requires professional consultant services for the replacement of the twelve existing bridges on the Venetian Causeway.

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT and the COUNTY in connection with this work. Design and preparation of a complete set of construction contract plans, permit documents, and special provisions, if necessary, are required for:

- Replacement of the bridges identified herein with new bridges.
- Roadway improvements to the Venetian Causeway, described herein.

The general objective is for the CONSULTANT to prepare construction documents for a contractor to build the project and for the County to ensure that the project is built as designed and in accordance with the specifications. The project shall include the complete replacement of eleven bridges and a partial replacement of one additional bridge in the Causeway as well as all other associated work.

The bridge numbers for the bridges to be completely replaced are:

- 874460,874461,874463,874465,874466,874471,874472,874473,874474,874477, 874481

The bridge number for the bridge that is to be partially replaced is:

- 874459

Part A of the required services: The consultant will be required to prepare a Bridge Development Report, (BDR) that will include 30% plans. These plans shall include full geometric design for all of the bridges and roadway approaches and to provide all architectural treatments for the bridges.

The Venetian Causeway is listed in the National Register of Historic Places and any alteration to them must be jointly reviewed by the Cities of Miami and Miami Beach. The Causeway was nominated to the Register by the FDOT Historic Preservation officer on June 5th, 1989 and it was actually placed on the Register on July 13th, 1989. Both the City of Miami and Miami Beach have also designated the Causeway as a local historic landmark.

The design effort will include extensive public involvement and coordination with different interest groups as well as cooperation with the COUNTY, the City of Miami and the City of Miami Beach and their staff to ensure that a satisfactory concept has been developed and can be carried forward. Any required Section 4(f) requirements must also be identified and met.

Elements of the work include bridges, approach roadways, public involvement, drainage, survey, maintenance of traffic, utility impacts, geotechnical, lighting, permits, cost estimates, architectural details, and all of the necessary incidental items for a complete project.

Additionally the Consultant will be required to address additional issues such as:

- Road and bridge Typical Sections
- Environmental Impact Statement
- Section 4(f) Evaluation
- Wetland Evaluation
- Endangered Species Biological Assessment

- Permits
- Noise Impact
- Air Quality
- Impact on toll revenue
- Location Hydraulics Report
- Water Quality Impact
- Utility Impact
- Alternatives Public Information Workshops

Part B of the required services: After approval of the BDR, the Consultant shall prepare final construction documents and all required special provisions and technical specifications. Intermediate submittals of these are required for review and approval.

Elements of the work include bridges, approach roadways, public involvement, drainage, survey, maintenance of traffic, utility impacts, geotechnical, lighting, permits, calculations, quantities, cost estimates, architectural details, and all of the necessary incidental items for a complete project.

Part B of the project will be executed at the County's option. Part B will be negotiated and scoped with part A of the project.

This Scope of Services establishes which items of work are specifically included in this contract, and also which of the items of work will be the responsibility of the CONSULTANT or the COUNTY.

All plans and design documents are to be prepared with Standard English values in accordance with all applicable manuals and guidelines.

The CONSULTANT shall demonstrate good project management practices while working on this project. These include communication with the COUNTY and others as necessary, management of time and resources, and documentation.
It shall be the CONSULTANT's responsibility to utilize the very best engineering judgment, practices, and principles possible during the performance of the work authorized under this contract.

The County will provide contract administration, management services, and technical reviews of all work associated with the development and preparation of the contract plans. The County will provide job-specific information and/or functions as outlined in this contract.

2 PROJECT DESCRIPTION

The CONSULTANT shall investigate the status of past projects and become familiar with all concepts and commitments (architectural features, typical sections, alignments, maintenance of traffic, etc.) developed from prior studies and designs. This includes any documentation regarding the historical designations of the bridges. The CONSULTANT shall incorporate these in the design unless otherwise directed by the COUNTY.

The Venetian Causeway is designated as a historic facility. The CONSULTANT shall recognize this fact and thus all decisions will need to be coordinated and approved through the COUNTY or their representative.

The Venetian Causeway is approximately 2.5 miles long and is essentially a two lane undivided facility with access roads to the residences in the various connected islands. It includes twelve bridges built in 1926 that are mainly short span reinforced concrete arch beam bridges. Two of these twelve bridges include a bascule leaf span.

In 1995 the Causeway bridges underwent a major rehabilitation consisting of Gunite repairs to the superstructure arch beams and full replacement of the

sidewalks and railings in all of the bridges. One of the bridges, (874459) was also partially replaced, (spans 16 thru 41). This partial replacement consisted of new precast arch beams and a cast in place deck slab superstructure. It also included the bascule leaf span

Presently, the bridges exhibit severe deterioration due to their proximity to the very aggressive marine environment. Additionally due to the new design codes, these bridges do not meet current loading requirements.

The Causeway provides a major link between the City of Miami and the City of Miami Beach as well as providing access to all of the residents of the islands from both cities. The Consultant shall make Maintenance of Traffic a top priority in his plans preparation.

2.1 Roadway

Public Involvement: See Section 3 for more information.

Value Engineering: A formal Value Engineering study is anticipated for this project. Nevertheless, it shall be noted that the CONSULTANT will need to ensure that value be prioritized in the development of alternatives for this project. The costs identified will need to be coordinated and approved with the COUNTY.

Typical Section: Typical sections for the roadway and bridges have to be submitted by the CONSULTANT for approval prior to completion of the BDR. Approved sections shall be a part of the BDR.
All new bridges will provide as a minimum existing vertical and horizontal clearances with the exception that the new bridge that will replace bridge number 874474, will include a bascule leaf and this new bridge shall provide the following minimum clearances for Boat Traffic:

1. Horizontally: 60 feet
2. Vertically: 12 feet

These clearances may be changed as per US Coat Guard directives.

MOT/Phasing Plans: Maintenance of Traffic is an essential part of this project, therefore, the CONSULTANT shall coordinate with the County relative to the development of the MOT/Phasing Plan.

Generally:
Temporary Signals: None anticipated
Temporary Lighting: None anticipated
Temporary Drainage: None anticipated

Project Limits: Approximately 100 feet prior to the beginning of the first bridge (874459) and after the end of the last bridge (874481).

Variations/Exceptions: No anticipated variations/exceptions.

Back of Sidewalk Profiles: N/A (Vertical and Horizontal Alignment of the walkway and bridges will be required).

Pedestrian and Bicycle: Pedestrian and bicycle traffic must be accommodated.

2.2 Drainage

It is anticipated that the CONSULTANT will need to coordinate with the COUNTY on the drainage concepts. It is not anticipated that additional pond sites or treatment areas will need to be designed under this project.

2.3 Utility Coordination

The Consultant shall identify the location of utilities and potential conflicts. The COUNTY will coordinate relocations with the utility companies.

2.4 Environmental Permits

The CONSULTANT shall coordinate with the jurisdictional agencies relative to the permitting requirements.

2.5 Structures

The twelve bridges in the causeway consist mainly of reinforced concrete arch beams. Each of the original bridges has five arch beams spaced at roughly 7'-4" with sidewalks on each side. There are also diaphragms in each span. The number of spans in the bridges varies.

Type of Bridge Work anticipated:

- BDR
- Temporary Bridge - *N/A*
- Short Span Concrete
- Medium Span Concrete
- Movable Span
- Retaining walls/bulkheads
- Miscellaneous: All features such as lighting.

2.6 Signing and pavement markings

The CONSULTANT shall adhere to COUNTY, FDOT and MUTCD Standards for pavement markings and signage.

2.7 Lighting

The CONSULTANT will be required to include a lighting concept that is acceptable to the COUNTY and also provides adequate lighting levels for the pedestrians. Special attention shall be made to the appearance and aesthetics of the lighting being provided. The consultant should mitigate lighting pollution to the nearby neighborhoods. A Lighting report will be required.

2.8 Landscape Architecture

The CONSULTANT shall verify exiting landscape features, however, no formal plans are anticipated.

2.9 Survey

The CONSULTANT shall conduct all survey controls and topography required to perform the work.

2.10 Geotechnical - Part A and B of the Project.

The CONSULTANT shall provide all Geotechnical field explorations, laboratory testing and engineering evaluations required for the project in accordance with the FDOT's Soils and Foundations Handbook or as directed by the COUNTY. The CONSULTANT shall provide the location of all Standard Penetration Test (SPT) borings and Cone Penetration Test (CPT) soundings in accordance with the COUNTY's instructions.

A Geotechnical Report will be required as part of the BDR submittal.

2.11 Architecture

Only the aesthetics of the bridges is anticipated to be part of this effort.

2.12 Project Schedule

Within ten (10) days after the Notice to Proceed, and prior to the CONSULTANT beginning work, the CONSULTANT shall provide a detailed project activity/event schedule for COUNTY and CONSULTANT activities required.

It is anticipated that services for Part A of this Contract be completed within 12 months and Part B in 24 months. The schedule shall indicate all required submittals. For purposes of scheduling, the CONSULTANT shall allow for the following County work activity and submittal review times, when applicable:

Work Activity/Submittal Review	**Time (weeks).**
Bridge Development Report Review	4
Roadway Plans Review	2 per phase submittal
Structures Plans Review	3 per phase submittal
Environmental Permits review	4

Periodically, throughout the life of the project, the schedule shall be reviewed and, with the approval of the COUNTY, adjusted as necessary to incorporate changes in the work concept and progress to date.

The approved schedule and schedule status report shall be submitted monthly. The schedule shall be submitted in Primavera (Suretrak), MS project or system-compatible format.

2.13 Submittals

The CONSULTANT shall provide copies of the required plans and documents as required by the COUNTY. The COUNTY will determine the specific number of copies required prior to each submittal.

The CONSULTANT shall provide the Geotechnical consultant the opportunity to review a complete set of plans at each phase as they are being developed. The opportunity for formal plans review will occur at all review phases. The Geotechnical consultant's comments and the responses/resolution shall be included with each submittal of the plans for review. The Geotechnical work effort will not be considered complete until the plans review comments and their resolutions meet the approval of the COUNTY.

2.14 Provisions for Work

All plans and designs are to be prepared with English values in accordance with all applicable FDOT, AASHTO and COUNTY manuals, memorandums, guidelines as well as other documents listed below:

General:

- o Florida Statutes
- o Florida Administrative Codes
- o Department of Environmental Protection Rules Governing Mean High Water and Jurisdictional Line Surveys
- o Americans with Disabilities Act (ADA)
- o Environmental Protection Agency (EPA) requirements
- o U.S. Occupational Safety and Health Administration (OSHA) requirements
- o Florida Department of Environmental Protection (DEP) requirements
- o Florida Department of Business and Professional Regulation (DBPR) requirements

- o US Coast Guard requirements
- o State Historic Preservation Office
- o American Society for Testing and Materials - ASTM Standards

These documents are revised periodically by the responsible agencies and adopted by authorities having jurisdiction on projects. The CONSULTANT is advised to obtain applicable versions of these documents from the responsible agency prior to use.

2.15 Services to be performed by the County

When appropriate the County will provide those services and materials as set forth below:

- Furnish monuments for survey controls.
- Approve all contacts with the environmental agencies
- Provide COUNTY guidelines to be used in the completion of this project Objectives, constraints, budgetary limitations and time constraints will be completely defined by the COUNTY Project Manager.
- Provide the appropriate signatures on application forms.
- Provide letters of authorization designating the CONSULTANT as an agent of the COUNTY.
- Provide phase reviews of construction documents.
- Furniture of all information that may come to the COUNTY during the term of the CONSULTANT's agreement, which in the opinion of the COUNTY is necessary for the prosecution of the work.
- Furnish available data
- Furnish available documents related to existing utilities.
- Provide review services
- Provide available existing plans and related documents
- Provide access to the bridges

3 PROJECT COMMON and PROJECT GENERAL TASKS

Project Common Tasks

Project Common Tasks, as listed below, are work efforts that are applicable to many project activities. These tasks are to be included in the project scope in each applicable activity when the described work is to be performed by the CONSULTANT.

Cost Estimates: The CONSULTANT shall be responsible for producing a construction cost estimate and reviewing and updating the cost estimate when scope changes occur and/or at milestones of the project. Prior to 60% plans and completion of quantities, a preliminary estimate is to be submitted. A Summary of Pay Items sheet shall be prepared with all required Phase submittals.

Technical Specifications: The CONSULTANT shall provide Technical Specilfications for all items of work not covered by the FDOT Standard Specifications for Road and Bridge Construction and the workbook of implemented modifications.

The Technical Specifications shall provide a description of work, materials, equipment and specific requirements, method of measurement and basis of payment. Proposed Technical Specifications will be submitted to the COUNTY for initial review at the time of the 90% plans review submission.

Field Reviews: Includes all trips required to obtain necessary data for all elements of the project.

Technical Meetings: Includes meetings with the County and/or designated staff,

between disciplines and sub-consultants, local governments, progress review meetings (phase review), and miscellaneous meetings.

Quality Assurance/Quality Control: It is the intention of the COUNTY that design CONSULTANTS are held responsible for their work, including plans review. Detailed checking of CONSULTANT plans or assisting in designing portions of the project for the
CONSULTANT is not the intent of having external design consultants. The purpose of
CONSULTANT plan reviews is to ensure that CONSULTANT plans follow plan preparation procedures and that state and federal design criteria are followed with the COUNTY concepts, and that the CONSULTANT submittals are complete.

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the CONSULTANT under this contract.

The CONSULTANT shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other services.

Independent Peer Review: N/A

Supervision: Includes all efforts required to supervise all technical design activities.

Coordination: Includes all efforts to coordinate with all disciplines of the project to produce a final set of construction documents.

The CONSULTANT is to coordinate their work with any ongoing and/or planned projects that may affect this work. The CONSULTANT is to coordinate with local governmental entities to ensure design and right of way requirements for the project are compatible with local public works improvements and right of way activities.

Project General Tasks

Project General Tasks, described in Sections 3.1 through 3.7 below, represent work efforts that are applicable to the project as a whole and not to any one or more specific project activity. The work described in these tasks shall be performed by the CONSULTANT when included in the project scope.

3.1 Public Involvement

Public involvement is an extremely important aspect of this project development process. Public involvement includes communicating to all interested persons, groups, and government organizations information regarding the development of the project.

The CONSULTANT shall continue the public involvement begun in previous work through implementing a Community Awareness Plan. Property owners adjacent to the project shall be informed about the project.

The CONSULTANT shall provide to the COUNTY drafts of all Public Involvement items (i.e., newsletters, property owner letters, advertisements, etc.) associated with the following tasks for review and approval at least five (5) business days prior to printing and / or distribution.

The Consultant shall identify appropriate staff to ensure that all calls and questions regarding this project can be answered. Contacts, questions and responses will be documented and provided to the COUNTY. The Consultant will coordinate and cooperate with the COUNTY during the public involvement process.

3.1.1 Public Involvement Program

The CONSULTANT shall be responsible for developing a Public Involvement plan that will allow for the successful identification of a preferred alternative for the Bridges. It is anticipated that this plan will coordinate with the various groups associated with the project. The desire is to coordinate initially with a Task Force of stakeholders in the project, which will include the Cities of Miami and Miami Beach and potentially others.

The purpose of this task is to gain input from these stakeholders to help determine the vision for the project. The proposed approach is to have meetings, starting with an initial meeting with all stake holders to determine overall vision of the project and create the Stake Holders Task Force to assist the CONSULTANT. After identifying the vision of the project the CONSULTANT will prepare up to three (3) concepts to present to the stakeholders for their input and evaluation. The preferred alternatives will be further develop and presented to the general public. It is anticipated that three (3) general public meetings will be necessary for this project.

The consultant will be responsible for developing a General Public Input Program. The project will require internet base project information page. The final concept will be presented to all stakeholders including but not limited to all identified above.

3.1.2 Public Involvement Data Collection

In addition to public involvement data collection, the CONSULTANT shall assist the
COUNTY in preparing responses to any public inquiries that may result from the public involvement process. It is anticipated that the CONSULTANT may need to perform stakeholder interviews to ensure that all interests are being considered during the development of the concepts for this project.

3.1.3 Scheduled Public Meetings

The CONSULTANT shall provide all support necessary for the COUNTY to hold or participate in various public meetings, which may include but not limited to:

- Task Force/Agency Kick-off Meeting
- Public Kick-off Meeting (1) - Project area, project history and purpose, project team, preliminary concepts (3) and appropriate graphics
- Alternatives Public Meeting (2) - Refined Concepts and graphics allowing for public input / voting
- Final Public Meeting (3)

For any of the above type meetings, the CONSULTANT shall prepare and/or provide:

- Agenda for presentation.
- Handouts / Newsletter - It is anticipated that the invitation to the first public meeting shall be via a newsletter to educate the invited public on the history and intent of the project.
- Graphics for presentation.
- Meeting equipment set-up and tear-down.
- Legal and/or display advertisements.
- Letters for notification of elected and appointed officials, property owners and other interested parties.
- News releases, for use three to five days prior to meeting. The CONSULTANT shall maintain coordination with the COUNTY.

- Minutes of meetings to be provided to the COUNTY no later than 5 business days after the meeting.
- Briefing and debriefing of COUNTY staff.

The CONSULTANT will investigate potential meeting sites to advise the COUNTY on their suitability. The COUNTY will pay all costs for meeting site rents and insurance. The CONSULTANT will attend the meetings with an appropriate number of personnel to assist the COUNTY's Project Manager.

It is estimated for this project there will be three (3) public meetings during the study.

3.1.4 Unscheduled Public and Agency Meetings

In addition to scheduled public meetings the CONSULTANT may be required to participate in unscheduled meetings with the public, elected officials, or public agencies. The CONSULTANT's participation will be limited to attending the meeting, note taking, and summarizing the meeting in a memo to the file. It is estimated for this project there will be three (3) meetings during the study.

3.1.5 Special Public Involvement Requirements

It is required that special consideration shall be made to document the input received from the Public during the meetings that are planned. The CONSULTANT shall ensure that all input / votes received can be fully documented. It is also required that the CONSULTANT provides updates for inclusion into the project website.

4 ROADWAY ANALYSES

The CONSULTANT shall analyze and document Roadway Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

4.1 Horizontal/Vertical Master Design Files

The CONSULTANT shall design the geometrics using the design standards that are most appropriate with proper consideration given to the existing conditions, design speed, design consistency and driver expectancy, aesthetics, pedestrian and bicycle concerns, ADA requirements and scope of work.

4.2 Computation Book and Quantities - Part B

The CONSULTANT shall prepare the Computation Book and various Summary of quantities sheets. This includes all efforts required to develop the Computation Book and the supporting documentation, including construction days when required.

4.3 Cost Estimate

4.4 Technical Specifications - Part B

4.5 Field Reviews

4.6 Technical Meetings

5 ROADWAY PLANS - Part B

The CONSULTANT shall prepare roadway plan sheets, notes, and details. The plans shall include as a minimum the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

5.1 Key Sheet
5.2 Summary of Pay Items Including Quantities and Notes
5.3 Typical Section Sheets
5.4 General Notes
5.5 Bridge Hydraulic Recommendation Sheets
5.6 Plan/Profile Sheets
5.7 Miscellaneous Detail Sheets
5.8 Drainage Structures Sheet
5.9 Cross sections
5.10 MOT/Phasing plans
5.11 Erosion Control Plan
5.12 SWPPP

6 DRAINAGE ANALYSES - Part B

The Consultant shall be responsible for designing a drainage and storm water managements system in accordance with all applicable requirements. The CONSULTANT shall coordinate fully with the appropriate permitting agencies and the COUNTY's staff. All activities and submittals should be coordinated through the COUNTY's Project Manager. The work will include the engineering analyses for any or all of the following:

6.1 Bridge Hydraulic Report

6.2 Cost Estimate

6.3 Field Reviews

6.4 Technical Meetings

6.5 Coordination

7 UTILITIES

The CONSULTANT shall identify utilities, ensuring that there are no conflicts with the proposed work.

7.1 Identify and locate all utilities affected by the work

7.2 Utility contacts

First contact: The COUNTY will send letters to each utility.

Second contact: A minimum of four weeks prior to the meeting the COUNTY shall transmit two complete sets of 60% plans to each impacted utility.

7.3 Utility meeting

The COUNTY shall schedule and conduct a meeting with all of the impacted utilities to identify all conflicts with the proposed work prior to the completion of the plans and to determine the utility adjustment needs. The CONSULTANT shall keep accurate minutes and distribute them to all parties.

7.4 Review Utility markups

7.5 Utility coordination/Follow up

Ensure resolution of all conflicts. This task applies to all phases of the work.

8 ENVIRONMENTAL PERMITS

The CONSULTANT shall notify the County's Project Manager and other appropriate personnel in advance of all scheduled meetings with the regulatory agencies to allow a COUNTY representative to attend. The CONSULTANT shall copy the COUNTY's Project Manager on all permit related correspondence and meetings.

8.1 Preliminary Project Research

The CONSULTANT shall perform preliminary project research and shall be responsible for early identification of and coordination with the appropriate regulatory agencies to assure that design efforts are properly directed toward permit requirements.

8.2 Establish Wetland Jurisdictional Lines

The CONSULTANT shall collect all data and information necessary to determine the boundaries of surface waters defined by the rules or regulations of each agency processing or reviewing a permit application necessary to construct the project. The CONSULTANT shall be responsible for, but not limited to, the following activities:

- Determine landward extent of state waters.
- Determine the jurisdictional boundaries of surface waters as defined by rules or regulations of any other permitting authority that is processing a permit application.
- Prepare aerial maps showing the jurisdictional boundaries of surface waters. Aerial maps shall be reproducible, of a scale no greater than 1"=200' and be recent photography. The maps shall show the jurisdictional limits of each agency. Xerox copies of aerials are not acceptable. All jurisdictional boundaries are to be tied to the project's baseline of survey. When necessary, jurisdictional maps shall be signed and sealed by either a Registered Professional Engineer or a Registered Land Surveyor.
- Acquire written verification of jurisdictional lines from the appropriate environmental agencies.

Prepare a written assessment of the current condition and relative value of the function being performed by surface waters.

8.3 Complete and Submit All Required Permit Applications

The CONSULTANT shall prepare permit packages as identified in the Project Description section. The CONSULTANT shall collect all of the data and information necessary to obtain the environmental permits required to construct a project.

The CONSULTANT shall prepare each permit application for COUNTY approval in accordance with the rules and/or regulations of the environmental agency responsible for issuing a specific permit and/or authorization to perform work.

8.4 Prepare Dredge and Fill Sketches

8.5 Prepare USCG Permit Sketches
8.6 Prepare Easement Sketches

8.7 Prepare Right-of-Way Occupancy Sketches

8.8 Prepare Coastal Construction Control Line (CCCL) Permit Sketches

The CONSULTANT shall coordinate with COUNTY personnel prior to approaching any environmental permitting or reviewing agencies.

8.9 Technical Meetings

8.10 Quality Assurance/Quality Control

8.11 Supervision

8.12 Coordination

9 STRUCTURES - BRIDGE DEVELOPMENT REPORT

The CONSULTANT shall prepare a Bridge Development Report, (BDR) that evaluates alternative structural systems, materials, span arrangements, construction methods, anticipated maintenance, maintenance of traffic, etc. The proposed architectural details and aesthetics of the bridges very important and shall be addressed in the BDR.

The Report shall be neatly written and the contents presented in logical order. An executive Summary is required that compares the cost of the alternates and states the recommended alternate to be carried forward in the design.

The BDR shall consist of four distinct sections:

1- The fixed span bridges.
2- The movable bridge, (Bascule).
3- The bridge approaches and associated walls/bulkheads
4- 30% plans.

The BDR shall include as a minimum:

1- Bridge Geometry
2- Superstructure alternates
    a. Short span concrete
    b. Medium span concrete
    c. Long span concrete
3- Substructure alternates
    a. Pier and abutment types
    b. Foundation types
4- Aesthetics
5- Maintenance of Traffic
6- Quantity and cost estimates

As part of the BDR, the CONSULTANT shall assemble all vessel information by reviewing the Bridge Tender and Coast Guard logs and obtain the required documentation in order to set the required clearances for the bridges. Ship Impact considerations shall be included in the Report.

The CONSULTANT shall evaluate different design alternatives that are consistent with the aesthetic requirements mentioned above. Alternate statical systems such as simple or continuous spans must be evaluated as well as alternate foundation types such as piling and drilled shafts.

The bascule bridge will require as a minimum:

- Evaluation of alternate drive systems such as hydraulic cylinders or motors.
- Evaluation of Control systems. Existing control phasing to new ones shall be considered.
- Evaluation of bascule pier and tender house configurations. Submerged counterweights will not be accepted.
- Evaluation of high reliability systems such as redundant drives.
- Evaluation of a closed deck option.

The 30% Structure plans for the recommended alternate will include as a minimum:

1- Horizontal and vertical geometry and layout for the structures.
2- Key map
3- General Notes
4- General Plan and Elevations
5- Bridge hydraulic Sheets
6- Bridge Sections, (including bascule span)
7- Typical Superstructure types
8- Typical Substructure types
9- Layout and details of Bulkheads or walls required.

The report shall be signed and sealed by a Professional Engineer registered in the State of Florida.

10 STRUCTURES - SUMMARY AND MISCELLANEOUS TASKS AND DRAWINGS

It is anticipated that upon selection of the preferred alternative for the Bridges, the CONSULTANT will need to prepare plans for the alternate selected.

The CONSULTANT shall provide Design Documentation to the COUNTY with each submittal consisting of structural design calculations and other supporting documentation developed during the development of the plans. The design calculations submitted shall adequately address the complete design of all structural elements. These calculations shall be neatly and logically presented on 8½"x11" paper (where possible) and all sheets shall be numbered.

The final design calculations shall be signed and sealed by a Florida-registered professional engineer. A cover sheet indexing the contents of the calculations shall be included and the engineer shall sign and seal that sheet. All computer programs and parameters used in the design calculations shall include sufficient backup information to facilitate the review task.

Load Ratings are required for all the bridges.

The Miscellaneous drawings and tasks shall include as a minimum:

10.1- Index of Drawings
10.2- Project Layout
10.3- General Notes and Bid Item Notes
10.4- Incorporate Florida Department of Transportation Standards
10.5- Incorporate Report of Core Borings
10.6- Existing Bridge Plans - As applicable
10.7- Computation Book and Quantities - Part B
10.8- Cost Estimate
10.9- Technical Special Provisions - Part B
10.10- Field Reviews
10.11- Technical Meetings
10.12- Quality Assurance/Quality Control
10.13- Supervision
10.14- Coordination

11 STRUCTURES - BRIDGE PLANS- Part B

The CONSULTANT shall prepare plans for selected alternate to include as a minimum:

11.1- Key Map
11.2- General Notes and Bid Item Notes
11.3- General Plan and Elevations
11.4- Bridge hydraulic Sheets
11.5- Core Boring Sheets
11.6- Construction staging and MOT
11.7- Foundation layouts and details

11.8- Bridge Sections, (including bascule span)
11.9- Abutment geometry and details
11.10- Pier geometry and details
11.11- Finish Grade Elevations
11.12- Superstructure plan and details, including post-tensioning details if needed
11.13- Joint details
11.14-Complete bascule leaf and pier plans, elevations and details.
11.15- Complete tender house plans and details, (bascule)
11.16- Complete mechanical and electrical details, (bascule).
11.17- Reinforcing lists
11.18- Layout and details of Bulkheads or walls required.
11.18- Approach slab plans and details
11.20- Fender systems
11.21- Any other miscellaneous details required such as slope protection, lighting, etc.

12 LIGHTING ANALYSIS

The CONSULTANT shall analyze and document Lighting Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

12.1 Lighting Justification Report - Part A

The CONSULTANT shall prepare a Lighting Justification Report. The report shall be submitted under a separate cover with the 30% plans submittal, titled Lighting Design Analysis Report

12.2 Lighting Design Analysis Report - Part B

The CONSULTANT shall prepare a Preliminary Lighting Design Analysis Report. The report shall provide analyses for each typical section of the mainline. Each lighting calculation shall be properly identified as to the area that it covers.

The report shall include the Lighting Design Criteria that will be used and shall include the evaluation of the lighting design alternatives and a recommendation on the alternative to use. Each alternative shall be properly described; the alternatives shall consider different pole heights, lamp wattage, and arm lengths. Each alternative shall be provided with a cost estimate.

After approval of the preliminary report, the CONSULTANT shall submit a revised report including a detailed lighting design analysis.

12.3 Voltage Drop Calculations - Part B

The CONSULTANT shall submit voltage drop calculations showing the equation or equations used along with the number of luminaries per circuit, the length of each circuit, the size conductor or conductors used and their ohm resistance values. The voltage drop incurred on each circuit (total volts and percentage of drop) shall be calculated, and all work necessary to calculate the voltage drop values for each circuit should be presented in such a manner as to be duplicated by the COUNTY. Load analysis calculations shall be submitted for each branch circuit breaker and main breaker.

12.4 Reference and Master Design Files - Part B

The CONSULTANT shall prepare the Lighting Design file to include all necessary design elements and all associated reference files.

13 LIGHTING PLANS - Part B

The CONSULTANT shall prepare a set of Lighting Plans which includes the following:

13.1- Summary of Pay Items.
13.2- Tabulation of Quantities
13.3- General Notes/Pay Item Notes
13.4- Pole Data and Legend & Criteria
13.5- Service Point Details
13.6- Project Layout
13.7- Plan Sheet
13.8- Special Details

14 SURVEY

The CONSULTANT shall perform all required survey tasks in accordance with all applicable statutes, manuals, guidelines, etc.

The CONSULTANT shall submit all survey notes and computations necessary to document the surveys.

14.1 Horizontal and Vertical Controls

Recover monuments, benchmarks and section corners for the purpose of establishing horizontal and vertical control on the Florida State Plane Coordinate System or datum approved by the COUNTY. Surveyor; may include primary or secondary control points. Includes analysis and processing of all field collected data, and preparation of forms.

14.2 Alignment and/or Existing Right of Way Lines

Establish, recover or re-establish project alignment. Also includes analysis and processing of all field collected data, existing maps, and/or reports for identifying mainline, ramp, offset, or secondary alignments. Depict alignment and/or existing R/W lines (in required format) per Municipal R/W Maps, platted or dedicated rights of way.

14.3 Aerial Targets

Place, locate, and maintain required aerial targets and/or photo identifiable points. Includes analysis and processing of all field collected data, existing maps, and/or reports.

14.4 Reference Points

Provide monuments, benchmarks, project alignment, vertical control points, section, ¼ section, center of section corners as required.

14.5 Topography

(2D) Locate all above ground features and improvements. Deliver in appropriate electronic format. Effort includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

14.6 Digital Terrain Model (DTM)

Locate all above ground features and improvements for the limits of the project by collecting the required data for the purpose of creating a DTM with sufficient

density. Obtain all break lines, high and low points. Effort includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

14.7 Roadway Cross Sections/Profiles

Perform field survey check sections or profiles to verify the required accuracy of the digital terrain model and/or to determine existing cross slope. Includes analysis and processing of all field-collected data for comparison with DTM.

14.8 Side Street Surveys

Refer to tasks of this document as applicable.

14.9 Underground Utilities

Designation includes 2-dimensional collection of existing utilities and selected 3-dimensional verification as needed for designation. Location includes nondestructive excavation to determine size, type and location of existing utility, as necessary for final 3-dimensional verification. Survey includes collection of data on points as needed for designates and locates. Includes analysis and processing of all field collected data, and delivery of all appropriate electronic files.

14.10 Drainage Survey

Locate underground data (XYZ, pipe size, type, condition and flow line) that relates to above ground data. Includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

14.11 Bridge Survey

Locate required above ground features and improvements for the limits of the bridges. Includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

14.12 Channel Survey

Locate all topographic features and improvements for the limits of the project by collecting the required data for the purpose of a D.E.M. Survey with sufficient density of shots. Obtain all break lines, high and low points. Includes field edits, analysis and processing of all field collected data, maps, and/or reports.

14.13 Mitigation Survey

Refer to tasks of this document as applicable.

14.14 Jurisdiction Line Survey

Perform field location (2-dimensional) of jurisdiction limits as defined by respective authorities, also includes field edits, analysis and processing of all field collected data, preparation of reports.

14.15 Geotechnical Support

Perform 3-dimensional (X, Y, Z) field location, or stakeout, of boring sites established by geotechnical engineer. Includes field edits, analysis and processing of all field collected data and/or reports.

14.16 Sectional/Grant Survey

Perform field location/placement of section corners, 1/4 section corners, and fractional corners where pertinent. Includes analysis and processing of all field collected data and/or reports.

14.17 Maintained R/W

Perform field location (2-dimensional) of maintained R/W limits as defined by respective authorities, if needed. Also includes field edits, analysis and processing of all field collected data, preparation of reports.

14.18 Boundary Survey

Perform boundary survey as defined by COUNTY standards. Include analysis and processing of all field-collected data, preparation of reports.

14.19 Water Boundary Survey

Perform Mean High Water, Ordinary High Water and Safe Upland Line surveys as required by COUNTY standards.

14.20 Right of Way Staking

Perform field staking and calculations of existing/proposed R/W lines for on-site review purposes.

14.21 Right of Way Monumentation

Set R/W monumentation as depicted on final R/W maps for corridor and water retention areas.

14.22 Work Zone Safety

Provide work zone as required by COUNTY standards.

14.23 Miscellaneous Surveys

Refer to tasks of this document, as applicable, to perform surveys not described herein.

14.24 Supplemental Surveys

Supplemental survey days and hours are to be approved in advance by DLS. Refer to tasks of this document, as applicable, to perform surveys not described herein.

1.25 Document Research

Perform research of documentation to support field and office efforts involving surveying and mapping.

14.26 Field Review

Perform verification of the field conditions as related to the collected survey data.

14.27 Technical Meetings

Attend meetings as required and negotiated by the COUNTY.

14.28 Quality Control/Quality Assurance

Includes sub consultant review, response to comments and any resolution meetings

if required, preparation of submittals for review, etc.

15 AERIAL PHOTOGRAPHY

The CONSULTANT shall perform aerial photography tasks in accordance with all applicable statues, manuals, guidelines, standards, handbooks, procedures, and current design memoranda.

15.1 Flight Preparation

Review record data, create target diagrams, and plan the mission.

15.2 Mobilization

Perform pre- and post flight aircraft inspection; prepare the aircraft and camera for the mission.

15.3 Flight Operations

Operate the aircraft, aerial camera, and other instruments to obtain aerial photography.

15.4 Film Processing

Process, check, and annotate the aerial film.

15.5 Scanning

Scan photographic images.

15.6 Aerial Triangulation

Measure and adjust control within aerial images.

15.7 Rectified Digital Imagery (Georeferenced)

Create the rectified digital image.

15.8 Mosaicking

Create the mosaic.

15.9 Sheet Clipping

Create plot files for sheets from the database.

15.10 Planimetrics (2D)

Prepare 2D planimetric map.

15.11 CADD Edit

Perform final edit of graphics for delivery of required Microstation .dgn, CADD, and
Geopak files.

15.12 Data Merging

Merge photogrammetric files, field survey files, and data from other sources.

15.13 Miscellaneous

Perform any other task not identified by numbered tasks.

15.14 Field Review

Perform on site review of maps
.

15.15 Meetings

Attend meetings as required.

15.16 Quality Control/Quality Assurance

15.17 Supervision

Supervise all photogrammetric activities. This must be performed by a Florida P.S.M.

15.18 Coordination

Coordinate with all elements of the project to produce a final photogrammetric product.

16 GEOTECHNICAL - Part A and Part B

The CONSULTANT shall be responsible for a complete geotechnical investigation. All work performed by the CONSULTANT shall be in accordance with FDOT and COUNTY Standards. The County will make interpretations and changes regarding geotechnical standards, policies and procedures and provide guidance to the CONSULTANT.

16.1 Document Collection and Review

CONSULTANT will review available information including topographic maps, aerial photography (including historic photos), ground water resources, geology bulletins, pile driving records, historic construction records and other geotechnical related resources. Prior to field reconnaissance, CONSULTANT shall review U.S.G.S., S.C.S. and identify areas with problematic soil and groundwater conditions.

16.2 Structures

The CONSULTANT shall be responsible for coordination of all geotechnical related fieldwork activities. The CONSULTANT shall retain all samples until acceptance of 100% plans. Rock cores shall be retained as directed in writing by the COUNTY .

CONSULTANT shall perform specialized field-testing as required by needs of project and as directed in writing by the COUNTY. All laboratory testing and classification will be performed in accordance with applicable COUNTY standards, ASTM Standards or AASHTO Standards, unless otherwise specified in the Contract Documents.

16.3 Detailed Boring Location Plan

Develop a detailed boring location plan. Meet with the COUNTY Project Manager for boring plan approval. If the drilling program expects to encounter artesian conditions, the CONSULTANT shall submit a methodology(s) for plugging the borehole to the COUNTY for approval prior to commencing with the boring program.

16.4 Stake Borings/Utility Clearance

Stake borings and obtain utility clearance.

16.5 Drilling Access Permits

Obtain all State, County, City, and Water Management District permits for performing geotechnical borings, as needed.

16.6 Property Clearances

Notify property tenants in person of drilling and field activities, if applicable. Written notification to property owners/tenants is the responsibility of the COUNTY's Project Manager.

16.7 Collection of Corrosion Samples

Collect corrosion samples for determination of environmental classifications.

16.8 Coordination of Field Work

Coordinate all field work required to provide geotechnical data for the project.

16.9 Soil and Rock Classification - Structures

Soil profiles recorded in the field should be refined based on the results of laboratory testing.

16.10 Tabulation of Laboratory Data

Laboratory test results should be tabulated for inclusion in the geotechnical report and for the necessary calculations and analyses.

16.11 Selection of Foundation Alternatives (BDR)

Evaluation and selection of foundation alternative, including the following:

Prestressed concrete piling - various sizes
Drilled shafts

Foundation analyses shall be performed using approved Florida Department of Transportation methods for selection of the most economical, feasible foundation alternative.

16.12 Detailed Analysis of Selected Foundation Alternate(s)

Detailed analysis and the basis for the selected foundation alternative are required. Foundation analyses shall be performed using approved Florida Department of Transportation methods and shall include:

For pile and drilled shaft foundations, provide graphs of ultimate axial soil resistance versus tip elevations. Calculate scour resistance and/or downdrag (negative skin friction), if applicable.

CONSULTANT shall assist the Engineer of Record in preparing the Pile Data Table (including test pile lengths, scour resistance, downdrag, minimum tip elevation, etc.)

Provide the design soil profile(s), which include the soil model/type of each layer and all soil-engineering properties required to run the FBPIER computer program. Review lateral analysis of selected foundation for geotechnical compatibility.

Estimate maximum driving resistance anticipated for pile foundations.
Provide settlement analysis.

16.13 Bridge Construction and Testing Recommendations

Provide construction and testing recommendations including potential constructability problems.

16.14 Lateral Load Analysis

Perform lateral load analyses as directed by the COUNTY.

16.15 Soil Parameters for all Special Structures and Geotechnical Recommendations

Provide the design soil profile(s) that include the soil model/type of each layer and all soil properties required by the Engineer of Record for foundation design. Review design for geotechnical compatibility and constructability.

16.16 Preliminary Report - BDR

The preliminary structures report shall include as a minimum the following:

- Copies of U.S.G.S. maps with project limits shown, summary of structure background data, USGS, geologic and potentiometric data. The results of all tasks discussed in the previous section (Data Interpretation and Analysis).
- Recommendations for foundation installation.
- Any special provisions required for construction that are not addressed in the FDOT's Standard specification.
- An Appendix which includes SPT and CPT boring/sounding profiles, data from any specialized field tests, engineering analysis, notes/sample calculations, sheets showing ultimate bearing capacity curves versus elevation for piles and drilled shafts, a complete FHWA check list, pile driving records (if available), and any other pertinent information.

16.17 Final Report - Bridge, Associated Walls/Bulkheads and Special Structures

The final Report as a minimum shall include the following:

- Copies of U.S.G.S. maps with project limits shown, summary of structure background data, USGS, geologic and potentiometric data. The results of all tasks discussed in the previous section.
- Recommendations for foundation installation.
- Any special provisions required for construction that are not addressed in the FDOT's Standard specification.
- An Appendix which includes SPT and CPT boring/sounding profiles, data from any specialized field tests, engineering analysis, notes/sample calculations, sheets showing ultimate bearing capacity curves versus elevation for piles and drilled shafts, a complete FHWA check list, pile driving records (if available), and any other pertinent information.

Final reports will incorporate all comments and contained final conclusions and design parameters. These Reports shall include as a minimum:

- All original plan sheets (11" x 17")

- One set of all plan and specification documents, in electronic format, according to COUNTY requirements
- Two sets of record prints
- Six sets of any special provisions
- All reference and support documentation used in preparation of contract plans package
- Additional final reports (up to four), aside from stated above, may be needed and requested for the Project Manager and other disciplines. The final reports, special provisions, as well as record prints, will be signed and sealed by a Professional Engineer registered in the State of Florida.
- Draft the detailed boring/sounding standard sheet, including environmental classification, results of laboratory testing, and specialized construction requirements, for inclusion in final plans.

16.18 Drafting

Prepare a complete set of drawings to include all SPT borings and CPT soundings (including location of each), auger borings and other pertinent soils information in the plans. Include these drawings in the Final Geotechnical Report. Draft borings, location map, and U.S.D.A. map as directed by the COUNTY. Soil symbols must be consistent with those presented in the latest Florida Department of Transportation Soils and Foundations Handbook.

16.19 Technical Specifications

16.20 Field Reviews

Identify and note surface soil and rock conditions, surface water conditions and locations, and preliminary utility conflicts. Observe and note nearby structures and foundation types.

16.21 Technical Meetings

16.22 Quality Assurance/Quality Control

16.23 Supervision

16.24 Coordination

18 PROJECT REQUIREMENTS

17.1 Liaison Office

The COUNTY and the CONSULTANT will designate a Liaison Office and a Project Manager who shall be the representative of their respective organizations for the Project. While it is expected the CONSULTANT shall seek and receive advice from various state, regional, and local agencies, the final direction on all matters of this project remain with the COUNTY Project Manager.

17.2 Key Personnel

The Consultant's work shall be performed and directed by the key personnel identified in the proposal presentations by the CONSULTANT. Any changes in the indicated personnel shall be subject to review and approval by COUNTY

17.3 Progress Reporting

The CONSULTANT shall meet with the COUNTY as required and shall provide a written progress and schedule status reports that describe the work performed on each task. Progress and schedule status reports shall be delivered to the COUNTY

concurrently with the monthly invoice. The Project Manager will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

17.4 Correspondence

Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this contract shall be provided to the COUNTY for their records within one (1) week of the receipt or mailing of said correspondence.

17.5 Professional Endorsement

The CONSULTANT shall have a Registered Professional Engineer in the State of Florida sign and seal all reports, documents, and plans as required by COUNTY standards.

The project will be developed utilizing Computer Aided Drafting and Design (CADD) systems. It is the responsibility of the CONSULTANT to meet the requirements in the COUNTY's CADD Standards. The CONSULTANT will submit final documents and files as described therein.

17.6 Coordination with Other Consultants

The CONSULTANT is to coordinate his work with any and all adjacent and integral consultants so as to effect complete and homogenous plans and specifications for the project(s) described herein.

17.7 Post-Design Services

The CONSULTANT shall provide post design services. The fee for these services shall be negotiated in accordance for a fair, competitive and reasonable cost, considering the scope and complexity of the project(s).

Exhibit B
SCHEDULE OF SERVICES

The tentative schedule for the new bridges is as follows:

Consultant selection: August 2008.
Design/permits/plans/specs: August 2010
Construction award: May 2011
NTP: June 2011
Construction: 30 months (December 2013)

Exhibit C
SCHEDULE OF FUNDING

Maximum Department Participation, Primary (CIGP)	(50%)	or	$1,500,000.00
Public Agency Participation (Local Funds)	(50%)	or	$1,500,000.00
TOTAL PROJECT COST			$3,000,000.00

Exhibit D
PROVISIONS FOR ADVANCED PAYMENTS (If Applicable)
(Reference section 3 A. ii, in agreement)

A. The DEPARTMENT agrees to pay an amount of $____N/A_____ which is equal to 15% of the DEPARTMENT's maximum participation of the estimate of the cost of the project.

B. The advanced amount shall be paid to the COUNTY after execution of this agreement and within the fiscal year of the project funding in the DEPARTMENT'S Adopted Work Program as of the date of execution.

C. The amount advanced after execution shall be applied toward latter months payments or at the completion of the project.

D. The COUNTY will submit an invoice for the advance.

E. Any unexpended funds remaining at the conclusion/termination of the Agreement shall be returned to the Department within ___ days of the completion/termination of the project.

Exhibit E
AUDIT

STATE RESOURCES

Agency: Florida Department of Transportation
Catalog of State Financial Assistance: County Incentive Grant Program (55.008)
Amount: $3,000,000

Compliance Requirements

The project must…

1. be a facility. CIGP funds cannot be used for operational expenses.
2. be located on the State Highway System or relieve traffic congestion on the State Highway System.
3. be consistent to the maximum extent feasible with the Florida Transportation Plan (FTP).
4. be consistent to the maximum extent feasible, where appropriate, with the local Metropolitan Planning Organization (MPO) Long Range Transportation Plan (LRTP).*
5. be consistent with, to the maximum extent feasible, with any local comprehensive plans.*

*If the project is not in these plans, it must be amended into them within six months of application.

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 Exhibit E be provided to the recipient.

The job FI989NDR; user I.D. FI989ND <MVS@DOT>
11/16/2007 03:22 PM

To PL630KJ@dot.state.fl.us
cc
bcc
Subject FUNDS APPROVAL/REVIEWED FOR CONTRACT AOZ78

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #AOZ78 Contract Type: AK Method of Procurement: G
Vendor Name: BOARD OF COUNTY
Vendor ID: VF596000573074
Beginning date of this Agmt: 12/03/07
Ending date of this Agmt: 11/30/11
Contract Total/Budgetary Ceiling: ct = $1,500,000.00

****
Description:
Venetian Causeway Bridge Design FROM NE 15th Street TO Dade Blvd

****

```
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

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55 064010612 *HC  *750008  *     1500000.00 *42271313801  *215  *
2008              *55150200                 *088572/08
0001              *00      *                *0001/04
```

TOTAL AMOUNT: *$ 1,500,000.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 11/16/2007

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