MEMORANDUM

Date: May 5, 2009

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

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

From: George M. Burgess
County Manager

Subject: Contract Award Recommendation in the Amount of $333,973.67 between Hardesty & Hanover, LLP and Miami-Dade County Project Entitled Design Services for the Miami Avenue Twin Bascule Bridges Repairs, Located within Commission District 5 (Project No: E08-PW-02 GOB; Contract No: 20080028)

Recommendation

This Recommendation for Award of a Professional Services Agreement (PSA) Contract No. 20080028 has been prepared by the Public Works Department (PWD) and is recommended for approval.

Delegation of Authority - The authority of the County Mayor or County Mayor's designee to execute and implement this contract is consistent with those authorities granted under the Code of Miami-Dade County. Additional delegation of authorities requested for this contract are as follows:

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

Scope

PROJECT NAME:	Design Services for the Miami Avenue Twin Bascule Bridges Repairs
PROJECT NO:	E08-PW-02 GOB
CONTRACT NO:	20080028
PROJECT DESCRIPTION:	The Miami-Dade County PWD has the need to establish one (1) Non-exclusive Professional Services Agreement (PSA) to provide Design, and Post-Design Services in the preparation of complete construction plans for the necessary repairs to the existing Twin Bascule Bridges on Miami Avenue over the Miami River. The project shall include the replacement of the steel flooring, replacement of the locks, painting of the bridges and repairs to the bascule leafs and the operating system. The scope of work may include, but is not limited to: structural design, special provisions, permits, cost estimates, and all of the necessary incidental items required to complete the project. The condition of the existing bridges must be taken into consideration, as well as the maintenance of pedestrian and bicycle traffic to facilities on and off the Miami Avenue Bridge.
PROJECT LOCATION:	Miami Avenue Bridge over the Miami River

PROJECT SITES:	SITE #	LOCATION 1	DIST	ESTIMATE	T-S-R
	#70396	Miami Ave Bridge over the Miami River	5	$333,973.67	0 -0 -0

PRIMARY COMMISSION DISTRICT: District 5 Bruno A. Barreiro

APPROVAL PATH: Board of County Commissioners

OCI A&E PROJECT NUMBER: E08-PW-02GOB

USING DEPARTMENT: Public Works Department

MANAGING DEPARTMENT: Public Works Department

Fiscal Impact / Funding Source

OPERATIONS COST IMPACT/FUNDING: This agreement is for design services. Since this project is for repairs, once completed the annual operations cost will be approximately $212,992.00. The funding source to be utilized is from the Secondary Gas Tax.

MAINTENANCE COST IMPACT/FUNDING: This agreement is for design services. Since this project is for repairs, once constructed the annual maintenance cost will be approximately $160,894.00. The funding source to be utilized is from the Secondary Gas Tax.

LIFE EXPECTANCY OF ASSET: The life expectancy is approximately 25 years.

FUNDING SOURCE:	SOURCE	AMOUNT
	Building Better Communities General Obligation Bond (GOB) Proceeds. Any other applicable funding sources, except People's Transportation Plan (PTP) as noted below, may subsidize this contract subject to Board approval.	$333,973.67

PTP FUNDING: No

GOB FUNDING: Yes

CAPITAL BUDGET PROJECT:	CAPITAL BUDGET PROJECT # - DESCRIPTION	AWARD ESTIMATE
	605920- RENOVATION OF THE MIAMI AVENUE BRIDGE OVER THE MIAMI RIVER Book Page:60 Funding Year: Adopted Capital Budget Book for FY 2008-09, FY 2008-09 Funds.	$333,973.67

GOB PROJECT:	GOB PROJECT # - DESCRIPTION	AWARD ESTIMATE
	135- Miami Avenue Bridge over the Miami River	$333,973.67

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:	**TYPE**	**CODE**	**DESCRIPTION**
	Prime	3.03	HIGHWAY SYSTEMS - BRIDGE DESIGN
	Other	3.02	HIGHWAY SYSTEMS - HIGHWAY DESIGN
	Other	3.09	HIGHWAY SYSTEMS - SIGNING, PAVEMENT MARKING, AND CHANNELIZATION
	Other	9.04	SOILS, FOUNDATIONS AND MATERIALS TESTING - NON-DESTRUCTIVE TESTING AND INSPECTIONS

NTPC'S DOWNLOADED: 104

PROPOSALS RECEIVED: 7

CONTRACT PERIOD: 1095 Days. This Agreement shall remain in full force and effect for three (3) years after its date of execution or until completion of all project phases, whichever occurs last, unless terminated by mutual consent of the parties hereto.

CONTINGENCY PERIOD: 0 Days.

IG FEE INCLUDED IN BASE CONTRACT: Yes

ART IN PUBLIC PLACES: No

BASE ESTIMATE: $290,909.09

BASE CONTRACT AMOUNT: $303,612.43

CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	**TYPE**	**PERCENT**	**AMOUNT**	**COMMENT**
	PSA	10%	$30,361.24	

TOTAL DEDICATED ALLOWANCE: $0.00

TOTAL AMOUNT: $333,973.67

Track Record / Monitor

SBD HISTORY OF VIOLATIONS: None. No violations on file.

EXPLANATION: The First-Tier meeting took place on October 14, 2008 and the Competitive Selection Committee (CSC) ranked Hardesty & Hanover, LLP first out of 7 teams. The Second-Tier meeting was waived; the negotiations with the Firm commenced on November 18, 2008 and were concluded on December 10, 2008.

The consultant, Hardesty & Hanover, LLP is currently performing work for PWD at a satisfactory level as reported by the Project Manager. PWD has reviewed the Office of Capital Improvements (OCI) database and found seven (7) awarded contracts all with PWD. The referenced database lists no performance evaluations since the projects are in the preliminary stages.

Following completion of the award process, the project will be assigned to Mr. Marcos Redondo, P.E., Project Manager for day to day responsibilities.

SUBMITTAL DATE:	9/26/2008
ESTIMATED NOTICE TO PROCEED:	5/1/2009
PRIME CONSULTANT:	HARDESTY & HANOVER, LLP
COMPANY PRINCIPAL:	Timothy J. Noles, P.E.
COMPANY QUALIFIERS:	Timothy J. Noles, P.E.
COMPANY EMAIL ADDRESS:	tnoles@hardesty-hanover.com
COMPANY STREET ADDRESS:	1000 Sawgrass Corporate Parkway, Suite 544
COMPANY CITY-STATE-ZIP:	Sunrise, Florida 33323
YEARS IN BUSINESS:	121 - The Company was founded in 1887.
PREVIOUS EXPERIENCE WITH COUNTY IN THE LAST FIVE YEARS:	According to the Firm History Report provided by the Department of Small Business Development (SBD), Hardesty & Hanover, LLP has received seven (7) contracts in the last five (5) years for a total of dollar value of $624,914.34.
SUBCONSULTANTS:	C.A.P. Engineering, Inc., Task Laboratories, Inc.
MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS:	No
REVIEW COMMITTEE:	**MEETING DATE:** 7/23/2008 **SIGNOFF DATE:** 7/23/2008
RESPONSIBLE WAGES:	No

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:

TYPE	GOAL	ESTIMATED VALUE	COMMENT
CBE	10.00%	$33,397.37	
CWP	0.00%	0	Not applicable.

MANDATORY CLEARING HOUSE:	No		
CONTRACT MANAGER NAME/PHONE/EMAIL:	Miguel Riera	(305) 375-5820	rieram@miamidade.gov
PROJECT MANAGER NAME/PHONE/EMAIL:	Marcos Redondo, P.E.	(305) 375-3848	marcosr@miamidade.gov

Background

BACKGROUND: The Miami Avenue Bridge provides a vital link to the Downtown Miami area. The Twin Bridges, (No's 874663 and 874664) were built in 1985 and have major deficiencies identified in the Florida Department of Transportation (FDOT) Report which includes the following:

a. Deck corrosion is advanced and section loss and/or connectivity is sufficient to warrant analysis to ascertain the impact on ultimate strength and/or serviceability of either element of the bridge.

b. Main steel girders require painting. Because surface corrosion is prevalent, there may be exposed metal but there is no active corrosion which is causing loss of section.

c. Locks are operating poorly, therefore, replacement is required.

d. Trunnion: Major misalignment, wear or corrosion is extensive and operation of the drive system may be affected.

e. The Bridge is currently posted to limit vehicular loads to a maximum of four (4) tons per axle. This affects the traveling public in an adverse way.

DEPARTMENT FINANCE:

3/24/09
DEPT FINANCE OFFICER: **DATE:**

INDEX CODES: CPC135PW0511.99021 #333,973.67 REP 3/23/09

BUDGET APPROVAL FUNDS AVAILABLE: 5-29-09
OSBM DIRECTOR **DATE**

APPROVED AS TO LEGAL SUFFICIENCY: For JMM 4/1/09
COUNTY ATTORNEY **DATE**

CAPITAL IMPROVEMENTS CONCURRENCE: GN 4/3 For JM 4/3/09
OCI DIRECTOR **DATE**

4-3-09
ASSISTANT COUNTY MANAGER **DATE**

CLERK DATE

DATE

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: May 5, 2009

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

SUBJECT: Agenda Item No: 8(P)(1)(E)

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 Mayor'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)(E)

5-5-09

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT AWARD RECOMMENDATION IN THE AMOUNT OF $333,973.67 BETWEEN HARDESTY & HANOVER, LLP AND MIAMI-DADE COUNTY PROJECT ENTITLED DESIGN SERVICES FOR THE MIAMI AVENUE TWIN BASCULE BRIDGES REPAIRS, LOCATED WITHIN COMMISSION DISTRICT 5 (PROJECT NO. E08-PW-02 GOB; CONTRACT NO. 20080028)

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Contract Award Recommendation in the amount of $333,973.67 between Hardesty & Hanover, LLP and Miami-Dade County Project Entitled Design Services for the Miami Avenue Twin Bascule Bridges Repairs, Located within Commission District 5 (Project No. E08-PW-02 GOB; Contract No. 20080028) in substantially the form attached hereto and made a part hereof.

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:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of May, 2009. 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.

Hugo Benitez

MIAMI-DADE COUNTY

MEMORANDUM

DATE: October 23, 2008

TO: Johnny Martinez, P.E., Director
Office of Capital Improvements

FROM: Penelope Townsley, Director
Department of Small Business Development

SUBJECT: Compliance Review
Project No. E08-PW-02 GOB
Miami Avenue Bascule Bridge Painting and Repairs Project

The Department of Small Business Development (SBD) has completed its review of the above-referenced project for compliance with the Community Business Enterprise (CBE-A/E) Program for Architectural and Engineering Services. The contract measure established for this project is a 10% CBE sub-consultant goal.

The Professional Services Division of the Miami-Dade Office of Capital Improvements has submitted proposals from Hardesty & Hanover, LLP (#1), New Millennium Design Consultants, Inc. (#4), Reynolds, Smith and Hills, Inc. (#6), and The Raul Puig Group, P.A. (#7) for compliance review.

Hardesty & Hanover, LLP (#1) submitted the required Letter of Agreement that listed CBE sub-consultant C.A.P. Engineering, Inc. to perform Highway Systems-Highway Design and Highway Systems-Signing, Pavement Marking, and Channelization at 10%. Hardesty & Hanover, LLP is in compliance with the CBE Participation Provisions.

New Millennium Design Consultants, Inc. (#4) submitted the required Letter of Agreement that listed CBE sub-consultant C.H. Perez & Associates Consulting Engineers, Inc. to perform Highway Systems-Signing, Pavement Marking, and Channelization at 10%. New Millennium Design Consultants, Inc. is in compliance with the CBE Participation Provisions.

Reynolds, Smith and Hills, Inc. (#6) submitted the required Letter of Agreement that listed CBE sub-consultant CES Consultants, Inc. to perform Highway Systems-Highway Design and Highway Systems-Signing, Pavement Marking, and Channelization at 10%. Reynolds, Smith and Hills, Inc. is in compliance with the CBE Participation Provisions.

The Raul Puig Group, P.A. (#7), a certified CBE firm, submitted a Schedule of Participation that listed itself to perform Highway Systems-Bridge Design at 65%, meeting the established goal by utilizing its own forces. The Schedule of Participation also listed Non-CBEs Beiswenger, Hoch & Associates and Professional Services Industries, Inc.; however, they are not being utilized to meet any portion of the established measure. The Raul Puig Group, P.A. is in compliance with the CBE Participation Provisions.

Please note, SBD staff only reviewed and addressed compliance with the CBE-A/E program. The Professional Services Division of the Miami-Dade Office of Capital Improvements is responsible for any other issues that may exist.

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

PT: vow

cc: Luisa Millan-Donovan, OCI
Traci Adams-Parish, SBD
File

Dept. of Business Development
Project Worksheet

Project/Contract Title: MIAMI AVENUE BASCULE BRIDGE PAINTING AND REPAIRS PROJECT (SIC 871) **RC Date:** 07/23/2008

Project/Contract No: E08-PW-02GOB **Funding Source:** **Item No:** 1-02

Department: PUBLIC WORKS DEPARTMENT

Estimated Cost of Project/Bid: $320,000.00 **Resubmittal Date(s):**

Description of Project/Bid: The Miami-Dade County Public Works Department (PWD) has the need to establish one (1) non-exclusive Professional Services Agreement (PSA) to provide design and post-design services in the preparation of complete construction plans for the needed repairs to the existing Twin Bascule Bridges on Miami Avenue over the Miami River. The project shall include the replacement of the steel flooring, painting of the bridge, and repairs to the bascule leafs and the operating system. The scope of work may include, but is not limited to: structural design, special provisions, permits, cost estimates, and all of the incidental items necessary for a complete project.

Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	CBE	10.00%

Reasons for Recommendation

This project meets all the criteria set forth in A.O. 3-32, Section V.

Funding source: General Obligation Bonds

SIC 871 - Architectural and Engineering Services

Analysis for Recommendation of a Goal

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
HIGHWAY SYSTEMS-SIGNING, PAVEMENT MARKING, CHANNEL	CBE	$6,400.00	2.00%	34
HIGHWAY SYSTEMS-HIGHWAY DESIGN	CBE	$25,600.00	8.00%	33
Total		$32,000.00	10.00%	

Living Wages: YES [ ] NO [X]

Responsible Wages: YES [ ] NO [X]

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

REVIEW COMMITTE RECOMMENDATION

Tier 1 Set Aside _____

Set Aside _____ **Level 1** _____ **Level 2** _____ **Level 3** _____

Trade Set Aside (MCC) _____ **Goal** 10 % **Bid Preference** _____

No Measure _____ **Deferred** _____ **Selection Factor** _____

Chairperson, Review Committee — Date 7.23.08

County Manager — Date

RENOVATION OF THE MIAMI AVENUE BRIDGE OVER THE MIAMI RIVER **PROJECT # 605920**

DESCRIPTION: Replace entire bridge deck; replace piston trunnion and bearings; upgrade existing electrical system; refurbish bascule leafs

LOCATION: Miami Ave over the Miami River
City of Miami
DISTRICT LOCATED: 5
ESTIMATED ANNUAL OPERATING IMPACT: Minimal
DISTRICT(s) SERVED: Countywide

REVENUE SCHEDULE:	PRIOR	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	FUTURE	TOTAL
Building Better Communities GOB Program	0	360	830	2,010	0	0	0	0	3,200
TOTAL REVENUE:	**0**	**360**	**830**	**2,010**	**0**	**0**	**0**	**0**	**3,200**

EXPENDITURE SCHEDULE:	PRIOR	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	FUTURE	TOTAL
Planning and Design	0	360	30	0	0	0	0	0	390
Construction	0	0	200	2,350	260	0	0	0	2,810
TOTAL EXPENDITURES:	**0**	**360**	**230**	**2,350**	**260**	**0**	**0**	**0**	**3,200**

RENOVATION OF THE NW 22 AVENUE BASCULE BRIDGE OVER THE MIAMI RIVER **PROJECT # 607840**

DESCRIPTION: Evaluate structural integrity of the bridgetender house; replace or upgrade tender house structurally as needed; refurbish bascule leafs

LOCATION: NW 22 Ave over the Miami River
City of Miami
DISTRICT LOCATED: 5
ESTIMATED ANNUAL OPERATING IMPACT: Minimal
DISTRICT(s) SERVED: Countywide

REVENUE SCHEDULE:	PRIOR	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	FUTURE	TOTAL
Building Better Communities GOB Program	0	140	685	175	0	0	0	0	1,000
TOTAL REVENUE:	**0**	**140**	**685**	**175**	**0**	**0**	**0**	**0**	**1,000**

EXPENDITURE SCHEDULE:	PRIOR	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	FUTURE	TOTAL
Planning and Design	0	140	15	0	0	0	0	0	155
Construction	0	0	670	175	0	0	0	0	845
TOTAL EXPENDITURES:	**0**	**140**	**685**	**175**	**0**	**0**	**0**	**0**	**1,000**

RENOVATION OF THE PALMER LAKE BRIDGE **PROJECT # 608340**

DESCRIPTION: Replace bridge and construct approach lanes

LOCATION: 2600 S River Dr
Road Impact Fee District 1
DISTRICT LOCATED: 5
ESTIMATED ANNUAL OPERATING IMPACT: Minimal
DISTRICT(s) SERVED: 5

REVENUE SCHEDULE:	PRIOR	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	FUTURE	TOTAL
Building Better Communities GOB Program	0	0	0	0	0	0	0	3,000	3,000
TOTAL REVENUE:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**3,000**	**3,000**

EXPENDITURE SCHEDULE:	PRIOR	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	FUTURE	TOTAL
Planning and Design	0	0	0	0	0	0	0	550	550
Construction	0	0	0	0	0	0	0	2,450	2,450
TOTAL EXPENDITURES:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**3,000**	**3,000**

BUDGET PROJECT 605920 - (As per 2008-2009 Approved Budget)

Project Title: 605920-RENOVATION OF THE MIAMI AVENUE BRIDGE OVER THE MIAMI RIVER

Project Desc: Replace entire bridge deck; replace piston trunnion and bearings; upgrade existing electrical system; refurbish bascule leafs

	Prior:	08-09:	09-10:	10-11:	11-12:	12-13:	13-14:	FUTURE:	Total:
Expenditures	0	360,000	230,000	2,350,000	260,000	0	0	0	3,200,000
Revenue	0	360,000	830,000	2,010,000	0	0	0	0	3,200,000

CDPWeb Project Milestones ($ IN 000'S)

Milestone:	Prior:	08-09:	09-10:	10-11:	11-12:	12-13:	13-14:	FUTURE:	Total:
Planning/Design	0	360,000	30,000	0	0	0	0	0	390,000
Construction	0	0	200,000	2,350,000	260,000	0	0	0	2,810,000

CDPWeb Project Revenue

Revenue:	Prior:	08-09:	09-10:	10-11:	11-12:	12-13:	13-14:	FUTURE:	Total:
Building Better Commu	0	360,000	830,000	2,010,000	0	0	0	0	3,200,000

Add GEO Coded Site | PROJECT SITES | SITE SCHEDULES REPORT 20

EXIT

Current Contracts for Project 605920

Dept	ContractNo	Contract Name	RTA / MCC Estimated Allocation	Award / MCC Award Allocation	CIIS Award
PW	20080028	Miami Avenue Twin Bascule Bridges Repairs	$320,000.00	$0.00	$333,973.67
PW	20080028	Miami Avenue Twin Bascule Bridges Repairs	$0.00	$333,973.67	$333,973.67
		Total Allocated:	$320,000.00	$333,973.67	

DBD
DEPARTMENT OF
BUSINESS DEVELOPMENT

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

From: 04/03/2004 **To:** 04/03/2009

FIRM NAME: HARDESTY & HANOVER, LLP
15485 Eagle Nest Ln, Suite 210
Miami Lakes, FL 33014

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
EDP-PW-GOB-SB2 SONOVOID BRIDGE REPAIRS	1	PW	NO MEASURE	12/01/2005	$220,000.00
					$220,000.00
EDP-PW-20040438 PINE TREE DRIVE BRIDGE STRUCTURAL INSPECTION & REPAIRS DESIGN	1	PW	NO MEASURE	12/06/2005	$38,333.55
					$38,333.55
EDP-PW-99999-1 COUNTYWIDE SONOVOID BRIDGE LOAD RATINGS	1	PW	NO MEASURE	08/22/2007	$99,745.64
					$99,745.64
EDP-PW-20040438-2 PINE TREE DRIVE BRIDGE STRUCTURAL INSPECTION & REPAIRS DESIGN PHASE 2	1	PW	NO MEASURE	08/27/2007	$49,942.15
					$49,942.15
EDP-PW-C-S-20060405 NW 17TH AVE BRIDGE MACHINERY & CONTROL SYSTEMS REPLACEMENTS	1	PW	NO MEASURE	08/31/2007	$0.00
					$0.00

14

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

DBD
DEPARTMENT OF
BUSINESS DEVELOPMENT

MIAMI DADE COUNTY
Department of Small Business Development
A&E Firm History Report
From: 04/03/2004 **To:** 04/03/2009

FIRM NAME: HARDESTY & HANOVER, LLP
15485 Eagle Nest Ln, Suite 210
Miami Lakes, FL 33014

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
EDP-PW-S-11111	1	PW	NO MEASURE	12/11/2008	$66,893.00
17TH AVE BASCULE BRIDGE LOAD RATING & STRUCTURAL REPORT					
					$66,893.00
EDP-PW-S-BA09-A	1	PW	NO MEASURE	02/12/2009	$150,000.00
BRIDGE BLAST ASSESSMENTS					
					$150,000.00

Total Award Amount	**$624,914.34**
Total Change Orders Approved by BCC	**$0.00**

15

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

MIAMI-DADE COUNTY
DEPARTMENT OF SMALL BUSINESS DEVELOPMENT
GOAL DEFICIT MAKE-UP REPORT as of: December 31, 2008

FIRM NAME	DATE OF VIOLATION	PROJECT NUMBER	DEPT	PROGRAM	MAKE-UP AMOUNT	APPROVED PLANS		MAKE-UP BALANCE
						Amount	Dept	
Adventure Environmental, Inc.	9/11/2007	CCDR5	Derm	CSBE	72,841.44			72,841.44
	9/11/2007	CCDR1	Derm	CSBE	68,829.24			68,829.24
	9/11/2007	CCDR3	Derm	CSBE	56,913.06			56,913.06
American Earth Movers, Inc.	11/16/2007	CCDR2	Derm	CSBE	813,392.00	129,908.61	Parks/ PWD	683,483.39
Buade Construction Company	12/21/2000	98016	Parks	CSBE	7,000.00	-		7,000.00
Budget Construction, Co	6/22/2007	40070103006	Parks	CSBE	823,316.00	-		823,316.00
	6/18/2008	400701-05-004	Parks	CSBE	170,575.40	-		170,575.40
DACA Environmental, Inc.	2/17/2003	W-799R	WASD	CSBE	171,283.66	-		171,283.66
Dato Electric, Inc.	10/31/2006	MIA-737H	MDAD	CSBE	996,145.00	-		996,145.00
Development & Communication Group of Florida, Inc.	4/6/2005	POSW0400740, RPQ #04T002	SWM	CSBE	24,622.55	-		24,622.55
	12/20/2006	POWS0607759 T0708	WASD	CSBE	600,000.00	-		600,000.00
Environmental Science Associates Corporation	3/9/2007	E02-MDAD-01, E (HO8	MDAD	CBE	6,129.46	-		6,129.46
F C E Engineering, Inc.	1/31/2002	630121Q	PWD	CSBE	281,748.52	-		281,748.52
	1/31/2002	662460	PWD	CSBE	455,423.32	-		455,423.32
	1/31/2002	671703	PWD	CSBE	99,950.01	-		99,950.01
	1/31/2002	693136Q	PWD	CSBE	113,785.07	-		113,785.07
	1/31/2002	693203Q	PWD	CSBE	360,538.68	-		360,538.68
	1/31/2002	662257	PWD	CSBE	135,930.77	-		135,930.77
M. Villa & Associates, Inc.	8/10/2001	CDQNIP 1	CED	CSBE	203,912.67	-		203,912.67
Metro Express, Inc.	1/4/2006	630022	PWD	CSBE	78,760.05			78,760.05
Petro Hydro, Inc.	6/30/2006	20030180	PWD	CSBE	293,656.57	-		293,656.57
	2/6/2007	20030009	PWD	CSBE	264,000.00	-		264,000.00
	4/10/2007	20050291	PWD	CSBE	320,248.48	-		320,248.48
Pino Kaoba & Associates, Inc.	8/23/2007	MDFRD-DB-09 DB04-F	FIRE	CSBE	314,039.70	-		314,039.70
	8/23/2007	DB04-FIRE-02/MDFR	FIRE	CSBE	349,267.00	-		349,267.00
	8/23/2007	MDFRD-DB-11 DB04-F	FIRE	CSBE	498,769.80	-		498,769.80
Raydan Electric, Inc.	1/26/2007	20030015	PWD	CSBE	16,632.00	-		16,632.00

MIAMI-DADE COUNTY
DEPARTMENT OF SMALL BUSINESS DEVELOPMENT
GOAL DEFICIT MAKE-UP REPORT as of: December 31, 2008

FIRM NAME	DATE OF VIOLATION	PROJECT NUMBER	DEPT	PROGRAM	MAKE-UP AMOUNT	APPROVED PLANS Amount	APPROVED PLANS Dept	MAKE-UP BALANCE
Transamerica Construction Company	8/13/2007	POSW0700112 06N01	SWM	CSBE	89,116.20			89,116.20
Weekley Asphalt Paving, Inc.	7/16/2002	671908	PWD	CSBE	40,015.76			40,015.76
	7/5/2005	629904-1Q	PWD	CSBE	49,992.12			49,992.12
TOTAL					***$ 7,776,834.53***	***$ 129,908.61***		***$ 7,652,066.70***

FOR QUESTIONS REGARDING THIS REPORT, PLEASE CONTACT ALICE HIDALGO - GATO OR ALECIA ANDERSON AT (305) 375-3111.

17

Firm	Date of Violation	Project #	Department	Ord.	Amount Identified	Amount Recovered	Amount Makeup	Reason	Status
	4/19/2007	PERMITEE-PX-000843	AV	99-44				Failure to respond to requests for information.	Open
GENERAL HAULING SERVICE, INC.									
	3/14/2007	6938-1/04-1	XX	99-44	$1,565.20	$1,565.20		Underpayment of Employee	Closed 6/16/2008
GLOBALMAX ENTERPRISES, INC.									
	8/15/2007	PERMITEE-PC-740	AV	99-44				Failure to respond to requests for information.	Open
GLOBETEC CONSTRUCTION LLC									
	3/14/2007	05C006	SW	03-1				Failure to submit a workforce plan inclusive of required documentation.	Open
GRAY CONSTRUCTION & ASSOCIATES, INC.									
	8/10/2001	MIA-766-R	AV-AA	90-143	$51,310.13	$51,310.13		Underpayment of Employee	Closed 7/10/2008
	8/10/2001	MIA-768A	AV-AA	90-143	$5,319.24	$4,359.98		Underpayment of Employee	Closed 7/10/2008
	8/10/2001	MIA-737-R-3	AV-AA	90-143	$28,370.63	$28,370.63		Underpayment of Employee	Closed 7/10/2008
GROUP I I, INC.									
	9/8/2005	31160802002	PR	90-143	$5,469.50	$5,469.50		Misclassification of employee	Closed 5/24/2006
H & D ELECTRIC, INC. D/B/A HALLGREN ENTERPRISES,									
	6/22/2004	MCC-I-110B	AV	90-143	$13,629.21	$13,629.21		Misclassification of employee	Closed 8/4/2006
	11/1/2004	MIA-732B	AV-AA	90-143	$7,475.51	$7,475.51	$0.00	Misclassification of employee	Closed 1/26/2006
	9/14/2005	MCC-J-075A	AV	90-143			$0.00	Failed to respond to Payroll Audit (RWB)	Closed 3/29/2007
H & J ASPHALT, INC.									
	3/14/2007	20040422	PW	97-52			$35,856.56	Prime failed to meet CSBE subcontractor goal	Closed 6/10/2008
	3/14/2007	20040423	PW	97-52			$73,793.92	Prime failed to meet CSBE subcontractor goal	Closed 6/10/2008
	6/21/2007	20030252	PW	97-52			$11,809.82	Prime failed to meet CSBE subcontractor goal	Closed 6/10/2008
H & R PAVING, INC.									
	4/21/2005	20030002	PW	90-143				Submittal of inaccurate payrolls	Closed 6/30/2006

MIAMI-DADE COUNTY

DEBARRED CONTRACTORS LIST
(MONTHLY REPORT)
Report Period: November 2008

Name	Position	Company Name	Address	Initiating Dept. and Contact Person	Cause of Debarment	Effect of Debarment	Termination Date	Compliance/ Settlement Agreement
Craig Heard	President	HEARD Communications, Inc. D/B/A Gateway Outdoor Advertising	31 Route 46 Hackettstown, NJ 07840-2623	Miami-Dade Transit Authority	Violation of Section 10-38 (h)(2)(iii) of the Miami-Dade County Code	Excluded from Contracting w/ Miami-Dade County	12/282005 - 12/27/2010	No
Kenneth Guldner	Vice President/VFAS	HEARD Communications, Inc. D/B/A Gateway Outdoor Advertising	31 Route 46 Hackettstown, NJ 07840-2623	Miami-Dade Transit Authority	Violation of Section 10-38 (h)(2)(iii) of the Miami-Dade County Code	Excluded from Contracting w/ Miami-Dade County	12/282005 - 12/27/2010	No
HEARD Communications , Inc. D/B/A Gateway Outdoor Advertising	HEARD Communications, Inc. D/B/A Gateway Outdoor Advertising	HEARD Communications, Inc. D/B/A Gateway Outdoor Advertising	31 Route 46 Hackettstown, NJ 07840-2623	Miami-Dade Transit Authority	Violation of Section 10-38 (h)(2)(iii) of the Miami-Dade County Code	Excluded from Contracting w/ Miami-Dade County	12/282005 - 12/27/2010	No
Pedro Penton	Officer/Owner	International Systems and Electronic Corporation, Inc. (ISE)	8899 N.W. 18th Terrace, Mia, Florida	Miami-Dade County Aviation Department	Violation of Section 10-38 (h)(2)(iii) of the Miami-Dade County Code	Excluded from Contracting w/ Miami-Dade County or Lessee, Tenant or Persons Conducting Business Within the Airport Boundaries of Mia Int'l Airport for Ten (10) Years	11/22/2002- 11/21/2012	Yes
Moody Maintenance Products, Inc.	Moody Maintenance Products, Inc.	Moody Maintenance Products, Inc.	6554 NW 13th Ct, Plantation, Florida	Miami-Dade County, Finance Department	Violation of Section 10-38	Excluded from Contracting w/ Miami-Dade County	12/19/2006- 12/18/2011	Yes
Winship B. Moody	Officer/Owner/ President	Moody Maintenance Products, Inc.	6554 NW 13th Ct, Plantation, Florida	Miami-Dade County, Finance Department	Violation of Section 10-38	Excluded from Contracting w/ Miami-Dade County	12/19/2006- 12/18/2011	Yes
Suzanne M. Moody	Vice President & Secretary	Moody Maintenance Products, Inc.	6554 NW 13th Ct, Plantation, Florida	Miami-Dade County, Finance Department	Violation of Section 10-38	Excluded from Contracting w/ Miami-Dade County	12/19/2006- 12/18/2011	Yes
All Pest Control Service, Inc.	All Pest Control Service. Inc.	All Pest Control Service, Inc.	6854 W. Flagler St. Miami, Florida 33144	Miami-Dade County DPM	Violation of Section 10-38	Excluded from Contracting w/ Miami-Dade County	05/15/2007 - 05/14/2012	Yes

DEBARRED CONTRACTORS LIST
(MONTHLY REPORT)
Report Period: November 2008

Gilberto Alonso	President/Owner	All Pest Control Service, Inc.	6854 W. Flagler St. Miami, Florida 33144	Miami-Dade County DPM	Violation of Section 10-38	Excluded from Contracting w/ Miami-Dade County	05/15/2007 - 05/14/2012	Yes
Sonia Condo Alonso	Officer/Owner	All Pest Control Service, Inc.	6854 W. Flagler St. Miami, Florida 33144	Miami-Dade County DPM	Violation of Section 10-38	Excluded from Contracting w/ Miami-Dade County	05/15/2007 - 05/14/2012	Yes
Worldwide Industries, Inc	Worldwide Industries, Inc.	Worldwide Industries, Inc.	3653 Cagney Drive Tallahassee, Fl 32309	Miami-Dade County DPM	Violation of Section 10-38	Excluded from Contracting w/ Miami-Dade County	02/01/2008 - 02/02/2013	Yes
Gloria Jones	President	Worldwide Industries, Inc.	3653 Cagney Drive Tallahassee, Fl 32309	Miami-Dade County DPM	Violation of Section 10-38	Excluded from Contracting w/ Miami-Dade County	02/01/2008 - 02/02/2013	Yes
Laraync Whitehead	Vice-President	Worldwide Industries, Inc.	3653 Cagney Drive Tallahassee, Fl 32309	Miami-Dade County DPM	Violation of Section 10-38	Excluded from Contracting w/ Miami-Dade County	02/01/2008 - 02/02/2013	Yes

20

Partnership Detail

Limited Liability Partnership Name

HARDESTY & HANOVER, LLP

Principal Address

1501 BROADWAY, 3RD FLOOR
NEW YORK, NY 10036
Change Date: 02/28/2001

Filing Information

Document Number	LLP990000305
FEI/EIN Number	131842518
File Date	08/30/1999
State	NY
Total Pages	12
Pages in Original Filing	3
Florida Partners	NONE
Total Partners	1
Status	ACTIVE
Effective Date	NONE
Expiration Date	NONE
Name History	NONE

Registered Agent

NOLES TIMOTHY J P.E.
HARDESTY & HANOVER, LLP
1000 SAWGRASS CORP. PARKWAY, STE 544
SUNRISE, FL 33323

Document Images

08/30/1999 -- LLP	View image in PDF format
04/15/2008 -- UNIFORM BUS REP	View image in PDF format
04/19/2007 -- UNIFORM BUS REP	View image in PDF format
04/20/2006 -- UNIFORM BUS REP	View image in PDF format
02/16/2005 -- UNIFORM BUS REP	View image in PDF format
04/16/2004 -- UNIFORM BUS REP	View image in PDF format
04/15/2003 -- UNIFORM BUS REP	View image in PDF format
02/26/2002 -- UNIFORM BUS REP	View image in PDF format

02/28/2001 -- UNIFORM BUS REP View image in PDF format

05/09/2000 -- UNIFORM BUS REP View image in PDF format

Note: This is not official record. See documents if question or conflict.

Previous on List **Next on List** **Return to List**

Filing History **No Authority Info** **No Partner Info** **No Name History**

| Home | Contact us | Document Searches | E-Filing Services | Forms | Help |

Copyright and Privacy Policies
Copyright © 2007 State of Florida, Department of State.

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

OFFICE OF CAPITAL IMPROVEMENTS
CAPITAL IMPROVEMENTS INFORMATION SYSTEM
Thursday, April 02, 2009

All Contracts for FEIN 131842518
HARDESTY & HANOVER, LLP

DST	DPT	Type	Contract	Name	Location / Contractor	Estimated Completion Date	Total Award	Last Status Date	% Complete / Status *
0	PW	EDP	EDP-PW-S-20060405	NW 17TH AVE BRIDGE MACHINERY & CONTROL SYSTEMS R	HARDESTY & HANOVER LLP	N/A	$0		0% / N/A
0	PW	EDP	EDP-PW-20040438	PINE TREE DRIVE BRIDGE STRUCTURAL INSPECTION & R	HARDESTY & HANOVER, LLP	12/6/2005	$100,000		0% / On Schedule
0	PW	EDP	EDP-PW-20040438-2	PINE TREE DRIVE BRIDGE STRUCTURAL INSPECTION & R	HARDESTY & HANOVER, LLP	8/27/2007	$50,000		0% / On Schedule
0	PW	EDP	EDP-PW-99999-1	COUNTYWIDE SONOVOID BRIDGE LOAD RATINGS	HARDESTY & HANOVER, LLP	8/22/2007	$100,000		0% / On Schedule
0	PW	EDP	EDP-PW-C-S-20060405	NW 17TH AVE BRIDGE MACHINERY & CONTROL SYSTEMS R	HARDESTY & HANOVER, LLP	N/A	$0		0% / N/A
0	PW	EDP	EDP-PW-GOB-SB2	SONOVOID BRIDGE REPAIRS	HARDESTY & HANOVER, LLP	12/1/2005	$240,000		0% / On Schedule
0	PW	EDP	EDP-PW-S-11111	17TH AVE BASCULE BRIDGE LOAD RATING & STRUCTURAL	HARDESTY & HANOVER, LLP	12/11/2008	$50,000		0% / On Schedule
5	PW	PSA	20080028	Miami Avenue Twin Bascule Bridges Repairs	HARDESTY & HANOVER, LLP	N/A	$303,612		0% / N/A
					Totals:	8	$843,612		

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

Contracts Status View | Exit | Projects | Goto Top

BOARD
2008 AUG 21 AM 11:27
COUNTY COURTS
DADE COUNTY, FLA.
#1

MEMORANDUM

MIAMI-DADE COUNTY

Date: August 8, 2008

To: George M. Burgess
County Manager

From: Esther L. Calas, P.E.
Director
Public Works Department

Attn: Johnny Martinez, P.E.
Director
Office of Capital Improvements

Subject: Request to Advertise for the Miami Avenue Twin Bascule Bridges Repairs, Located Within Commission District 5 - Project No: E08-PW-02GOB; Contract No: 20080028

Recommendation

This Request to Advertise for Consultant Selection for Contract No. 20080028 has been prepared by the Public Works Department (PWD) and is recommended for approval pursuant to Section 2-8.1 of the Code of Miami-Dade County.

Scope

PROJECT NAME: Miami Avenue Twin Bascule Bridges Repairs

PROJECT NO: E08-PW-02GOB

CONTRACT NO: 20080028

PROJECT DESCRIPTION: The Miami-Dade County PWD has the need to establish one (1) Non-exclusive Professional Services Agreement (PSA) to provide Design, and Post-Design Services in the preparation of complete construction plans for the needed repairs to the existing Twin Bascule bridges on Miami Avenue over the Miami River. The project shall include the replacement of the steel flooring, replacement of the locks, painting of the bridges and repairs to the bascule leafs and the operating system. Scope of the work may include, but is not limited to: structural design, special provisions, permits, cost estimates, and all of the necessary incidental items necessary for a complete project.

The condition of the existing bridges must be taken into consideration as well as the maintenance of pedestrian and bicycle traffic to facilities on and off the Miami Avenue bridge.

RECEIVED
2008 AUG 13 P 3:22
CAPITAL IMPROVEMENTS

PROJECT LOCATION: Miami Avenue Bridge over the Miami River

PROJECT SITES:	**LOCATION**	**DIST**	**ESTIMATE**	**T-S-R**
	#70396- Miami Avenue Bridge over the Miami River	5	$320,000.00	0 -0 -0

PRIMARY COMMISSION DISTRICT: District 5 Bruno A. Barreiro

APPROVAL PATH: Manager's Authority

OCI A&E PROJECT NUMBER: E08-PW-02GOB

USING DEPARTMENT: Public Works Department

MANAGING DEPARTMENT: Public Works Department

Fiscal Impact / Funding Source

FUNDING SOURCE:	**SOURCE**	**AMOUNT**
	The FY 2007-08 programmed funding source (Road Impact Fee) will be substituted with Building Better Communities General Obligation Bond (GOB) Proceeds. Any other applicable funding sources, except PTP as noted below, may subsidize this contract subject to Board approval.	$320,000.00

PTP FUNDING: No

GOB FUNDING: Yes 8/14/08

GOB PROJECT:	**GOB PROJECT / DESCRIPTION**	**GOB ALLOCATION**
	135-GOB - Miami Avenue Bridge over the Miami River	$320,000.00

CAPITAL BUDGET PROJECT:	**BUDGET PROJECT / DESCRIPTION**	**RTA ESTIMATE**
	605920-RENOVATION OF THE MIAMI AVENUE BRIDGE OVER THE MIAMI RIVER Book Page: 77 Funding Year: Adopted Capital Budget Book for FY 07-08, Prior Years' Funds. Resolution No. R-577-05, adopted by the Board of County Commissioners on May 15, 2005. The funding was accelerated to FY 2007-2011 through a Memorandum approved by OCI on October 3, 2007.	$320,000.00

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:	**TYPE**	**CODE**	**DESCRIPTION**
	Prime	3.03	HIGHWAY SYSTEMS - BRIDGE DESIGN
	Other	3.02	HIGHWAY SYSTEMS - HIGHWAY DESIGN
	Other	3.09	HIGHWAY SYSTEMS - SIGNING, PAVEMENT MARKING, AND CHANNELIZATION
	Other	9.04	SOILS, FOUNDATIONS AND MATERIALS TESTING - NON-DESTRUCTIVE TESTING AND INSPECTIONS

ESTIMATED CONTRACT PERIOD:	1095 Days. This Agreement shall remain in full force and effect for three (3) years after its date of execution or until completion of all project phases, whichever occurs first, unless terminated by mutual consent of the parties hereto.
ESTIMATED CONTINGENCY PERIOD:	110 Days.
IG FEE INCLUDED IN BASE CONTRACT:	Yes
ART IN PUBLIC PLACES:	No
BASE ESTIMATE:	$290,909.09

	TYPE	**PERCENT**	**AMOUNT**	**COMMENT**
CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	PSA	10%	$29,090.91	

TOTAL DEDICATED ALLOWANCE:	$0.00
COST ESTIMATE:	$320,000.00

Track Record / Monitor

EXPLANATION:	Not applicable – will be provided at the time of award.
MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS:	No

REVIEW COMMITTEE: **MEETING DATE:** 7/23/2008 **SIGNOFF DATE:** 7/23/2008

RESPONSIBLE WAGES:	No		
REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:	**TYPE GOAL**		**COMMENT**
	CBE 10%		
	CWP Not applicable.		
MANDATORY CLEARING HOUSE:	No		
CONTRACT MANAGER NAME/PHONE/EMAIL:	Miguel Riera, P.E.	(305) 375-5820	rieram@miamidade.gov
PROJECT MANAGER NAME/PHONE/EMAIL:	Marcos Redondo, P.E.	(305) 375-3848	marcosr@miamidade.gov

Background

BACKGROUND: The Miami Avenue Bridge provides a vital link to the Downtown Miami area. The Twin Bridges, (No's 874663 and 874664) were built in 1985 and have major deficiencies identified in the Florida Department of Transportation (FDOT) Report which includes the following:

a. Deck corrosion is advanced and section loss and/or connectivity is sufficient to warrant analysis to ascertain the impact on ultimate strength and/or serviceability of either element of the bridge.
b. Main steel girders require painting. Because surface corrosion is prevalent, there may be exposed metal but there is no active corrosion which is causing loss of section.
c. Locks are operating poorly, therefore, replacement is required.
d. Trunnion: Major misalignment, wear or corrosion is extensive and operation of the drive system may be affected.

DEPARTMENT SELECTION COMMITTEE RECOMMENDATIONS:

COMMITTEE MEMBER & TITLE	YEAR HIRED	GENDER / ETHNICITY	EDUCATION	PROFESSIONAL LICENSES
Marcos Redondo	2006	M/H	B.S.	P.E.
Leandro Oña	2002	M/H	B.S.	P.E.

DEPARTMENT FINANCE: _____ 7/22/08
DEPT FINANCE OFFICER: **DATE:**

INDEX CODES: CPA135PW0511

BUDGET APPROVAL FUNDS AVAILABLE: _____ 7/16/08
OSBM DIRECTOR **DATE**

CAPITAL IMPROVEMENTS CONCURRENCE: _____ 8-15-08
OCI DIRECTOR **DATE**

_____ 8-20-08
ASSISTANT COUNTY MANAGER **DATE**

CLERK DATE _____

DATE

Adopted 2007-08

STRATEGIC AREA: Transportation
DEPARTMENT: Public Works

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

RENOVATION OF THE MIAMI AVENUE BRIDGE OVER THE MIAMI RIVER **PROJECT # 605920**

DESCRIPTION: Replace entire bridge deck; replace piston trunnion and bearings; upgrade existing electrical system; refurbish bascule leafs

LOCATION: Miami Ave over the Miami River
City of Miami
DISTRICT LOCATED: 5
ESTIMATED ANNUAL OPERATING IMPACT: Minimal
DISTRICT(s) SERVED: Countywide

REVENUE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Road Impact Fees	1,300	1,850	550	0	0	0	0	0	3,700
TOTAL REVENUE:	**1,300**	**1,850**	**550**	**0**	**0**	**0**	**0**	**0**	**3,700**
EXPENDITURE SCHEDULE:	**PRIOR**	**2007-08**	**2008-09**	**2009-10**	**2010-11**	**2011-12**	**2012-13**	**FUTURE**	**TOTAL**
Planning and Design	300	0	0	0	0	0	0	0	300
Construction	1,000	1,850	550	0	0	0	0	0	3,400
TOTAL EXPENDITURES:	**1,300**	**1,850**	**550**	**0**	**0**	**0**	**0**	**0**	**3,700**

RENOVATION OF THE NW 22 AVENUE BASCULE BRIDGE OVER THE MIAMI RIVER **PROJECT # 607840**

DESCRIPTION: Evaluate structural integrity of the bridgetender house; replace or upgrade tender house structurally as needed; and refurbish bascule leafs

LOCATION: NW 22 Ave over the Miami River
City of Miami
DISTRICT LOCATED: 5
ESTIMATED ANNUAL OPERATING IMPACT: Minimal
DISTRICT(s) SERVED: Countywide

REVENUE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Building Better Communities GOB Program	0	130	525	345	0	0	0	0	1,000
TOTAL REVENUE:	**0**	**130**	**525**	**345**	**0**	**0**	**0**	**0**	**1,000**
EXPENDITURE SCHEDULE:	**PRIOR**	**2007-08**	**2008-09**	**2009-10**	**2010-11**	**2011-12**	**2012-13**	**FUTURE**	**TOTAL**
Planning and Design	0	130	525	345	0	0	0	0	1,000
TOTAL EXPENDITURES:	**0**	**130**	**525**	**345**	**0**	**0**	**0**	**0**	**1,000**

RENOVATION OF THE PALMER LAKE BRIDGE **PROJECT # 608340**

DESCRIPTION: Replace bridge and construct approach lanes

LOCATION: 2600 S River Dr
Road Impact Fee District 1
DISTRICT LOCATED: 5
ESTIMATED ANNUAL OPERATING IMPACT: Minimal
DISTRICT(s) SERVED: 5

REVENUE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Building Better Communities GOB Program	0	0	0	0	0	0	0	3,000	3,000
TOTAL REVENUE:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**3,000**	**3,000**
EXPENDITURE SCHEDULE:	**PRIOR**	**2007-08**	**2008-09**	**2009-10**	**2010-11**	**2011-12**	**2012-13**	**FUTURE**	**TOTAL**
Planning and Design	0	0	0	0	0	0	0	500	500
Construction	0	0	0	0	0	0	0	2,500	2,500
TOTAL EXPENDITURES:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**3,000**	**3,000**

Proposed 2008-09

STRATEGIC AREA: Transportation
DEPARTMENT: Public Works

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

RENOVATION OF THE MIAMI AVENUE BRIDGE OVER THE MIAMI RIVER **PROJECT # 605920**

DESCRIPTION: Replace entire bridge deck; replace piston trunnion and bearings; upgrade existing electrical system; refurbish bascule leafs

LOCATION: Miami Ave over the Miami River
City of Miami
DISTRICT LOCATED: 5
ESTIMATED ANNUAL OPERATING IMPACT: Minimal
DISTRICT(s) SERVED: Countywide

REVENUE SCHEDULE:	PRIOR	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	FUTURE	TOTAL
Building Better Communities GOB Program	30	330	830	2,010	0	0	0	0	3,200
TOTAL REVENUE:	**30**	**330**	**830**	**2,010**	**0**	**0**	**0**	**0**	**3,200**

EXPENDITURE SCHEDULE:	PRIOR	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	FUTURE	TOTAL
Planning and Design	30	270	0	0	0	0	0	0	300
Construction	0	60	830	2,010	0	0	0	0	2,900
TOTAL EXPENDITURES:	**30**	**330**	**830**	**2,010**	**0**	**0**	**0**	**0**	**3,200**

RENOVATION OF THE NW 22 AVENUE BASCULE BRIDGE OVER THE MIAMI RIVER **PROJECT # 607840**

DESCRIPTION: Evaluate structural integrity of the bridgetender house; replace or upgrade tender house structurally as needed; refurbish bascule leafs

LOCATION: NW 22 Ave over the Miami River
City of Miami
DISTRICT LOCATED: 5
ESTIMATED ANNUAL OPERATING IMPACT: Minimal
DISTRICT(s) SERVED: Countywide

REVENUE SCHEDULE:	PRIOR	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	FUTURE	TOTAL
Building Better Communities GOB Program	0	140	685	175	0	0	0	0	1,000
TOTAL REVENUE:	**0**	**140**	**685**	**175**	**0**	**0**	**0**	**0**	**1,000**

EXPENDITURE SCHEDULE:	PRIOR	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	FUTURE	TOTAL
Planning and Design	0	130	0	0	0	0	0	0	130
Construction	0	10	685	175	0	0	0	0	870
TOTAL EXPENDITURES:	**0**	**140**	**685**	**175**	**0**	**0**	**0**	**0**	**1,000**

RENOVATION OF THE PALMER LAKE BRIDGE **PROJECT # 608340**

DESCRIPTION: Replace bridge and construct approach lanes

LOCATION: 2600 S River Dr
Road Impact Fee District 1
DISTRICT LOCATED: 5
ESTIMATED ANNUAL OPERATING IMPACT: Minimal
DISTRICT(s) SERVED: 5

REVENUE SCHEDULE:	PRIOR	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	FUTURE	TOTAL
Building Better Communities GOB Program	0	0	0	0	0	0	0	3,000	3,000
TOTAL REVENUE:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**3,000**	**3,000**

EXPENDITURE SCHEDULE:	PRIOR	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	FUTURE	TOTAL
Planning and Design	0	0	0	0	0	0	0	500	500
Construction	0	0	0	0	0	0	0	2,500	2,500
TOTAL EXPENDITURES:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**3,000**	**3,000**

BUDGET PROJECT 605920

Project Title: 605920-RENOVATION OF THE MIAMI AVENUE BRIDGE OVER THE MIAMI RIVER

Project Desc: Replace entire bridge deck; replace piston trunnion and bearings; upgrade existing electrical system; refurbish bascule leafs

Project($$ in 000's)	Start:	End:	Prior:	07-08:	08-09:	09-10:	10-11:	Total:
Expenditures	1/2/1900	9/30/2009	1,300	1,850	550	0	0	3,700
Revenue			0	0	0	0	0	3,200

Project Type: Capital Update Type

Project Path: Regular Update Path

CDPWeb Project Milestones ($ IN 000'S)

Milestone:	Start:	End:	Prior:	07-08:	08-09:	09-10:	10-11:	Total:
Planning/Design	N/A	N/A	300	0	0	0	0	300
Construction	N/A	N/A	1,000	1,850	550	0	0	3,400

CDPWeb Project Revenue ($ IN 000'S)

Revenue:	Start:	End:	Prior:	07-08:	08-09:	09-10:	10-11:	Total:
Building Better Commu	N/A	N/A	0	0	0	0	0	3,200

Add GEO Coded Site

EXIT

Current Contracts for Project 605920

Dept	ContractNo	Contract Name	RTA Budget Allocation	Award Budget Allocation	CIIS Award
PW	20080028	Miami Avenue Twin Bascule Brid	$320,000.00	$0.00	$0.00

There are no Sites for Project 605920

Dept. of Business Development

Project Worksheet

Project/Contract Title: MIAMI AVENUE BASCULE BRIDGE PAINTING AND REPAIRS PROJECT (SIC 871)

RC Date: 07/23/2008

Project/Contract No: E08-PW-02GOB

Funding Source:

Item No: 1-02

Department: PUBLIC WORKS DEPARTMENT

Estimated Cost of Project/Bid: $320,000.00

Resubmittal Date(s):

Description of Project/Bid: The Miami-Dade County Public Works Department (PWD) has the need to establish one (1) non-exclusive Professional Services Agreement (PSA) to provide design and post-design services in the preparation of complete construction plans for the needed repairs to the existing Twin Bascule Bridges on Miami Avenue over the Miami River. The project shall include the replacement of the steel flooring, painting of the bridge, and repairs to the bascule leafs and the operating system. The scope of work may include, but is not limited to: structural design, special provisions, permits, cost estimates, and all of the incidental items necessary for a complete project.

Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	CBE	10.00%

Reasons for Recommendation

This project meets all the criteria set forth in A.O. 3-32, Section V.

Funding source: General Obligation Bonds

SIC 871 - Architectural and Engineering Services

Analysis for Recommendation of a Goal

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
HIGHWAY SYSTEMS-SIGNING, PAVEMENT MARKING, CHANNEL	CBE	$6,400.00	2.00%	34
HIGHWAY SYSTEMS-HIGHWAY DESIGN	CBE	$25,600.00	8.00%	33
	Total	$32,000.00	10.00%	

Living Wages: YES [ ] NO [X]

Responsible Wages: YES [ ] NO [X]

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

REVIEW COMMITTE RECOMMENDATION

Tier 1 Set Aside _____

Set Aside _____ **Level 1** _____ **Level 2** _____ **Level 3** _____

Trade Set Aside (MCC) _____ **Goal** 10 % **Bid Preference** _____

No Measures _____ **Deferred** _____ **Selection Factor** _____

Chairperson, Review Committee — Date: 7.23.08

County Manager — Date

Memorandum

Date: Sept. 17, 2007

To: Ian Yorty
Director
Office of Capital Improvements

From: Esther L. Calas, P.E.
Director
Public Works Department

Subject: Miami Avenue Bridge over the Miami River
GOB Site Number 70396.
GOB Project Number 135.

Miami Avenue is the meridian that divides the City of Miami grid into East and West. It is called South Miami Avenue until it intersects Flagler Street and then it is called North Miami Avenue. There is a twin bascule bridge that crosses the Miami River (874663 and 874664) south of Flagler Street.

These twin bridges were built in 1985 and there are very serious deficiencies identified in the latest Florida Department of Transportation Inspection Report. These deficiencies include:

1- The open deck steel flooring is in very bad condition and needs to be continuously repaired (by welding) by the County's Road and Bridge Section. The loose portions of the flooring create excessive noise and the flooring itself is reaching the end of its life and may become a serious safety issue to the motorists if not replaced in the near future.
2- There is excessive bouncing of the bascule leaves due to excessive wear of the span locks. These locks need to be replaced.
3- Painting of the bridge is needed.
4- Other elements essential to the proper operation of the bridge are also severely deteriorated. These include the live load shoes, the buffers, the trunnions and the electrical systems.

There is currently $3,200,000 set aside in GOB for the rehabilitation of the bridge, (GOB site 70396). The consultant selection is slated for 2015 and the end of construction is slated for 2017. Due to the very serious deterioration of this bridge, the PWD is recommending that the funds be moved forward in order to begin the construction document preparation in 2007 and to begin construction in 2008.

Cc: Gaspar Miranda, P.E.
Leandro Oña, P.E.
Marcos Redondo, P.E.

Director, Office of Capital Improvements

RECEIVED
SEP 18 2007
County Manager's Office
Ian H. Yorty

GOB STAKEHOLDER PROJECT ACCELERATION REQUEST

ACCELERATION REQUEST NO.: 2FY06-07

ACCELERATION REQUEST DATE: September 17, 2007

OFFICE OF CAPITAL IMPROVEMENTS PROJECT ACCELERATION REQUEST FORM

GOB STAKEHOLDER NAME: Public Works Department

FUNDING ALLOCATION CHANGE REQUEST			FUND/YEAR														
PROJECT No.	DESCRIPTION / SITE		04-05 05-06	06-07	07-08	08-09	09-10	10-11	11-12	12-13	13-14	14-15	15-16	16-17	17-18	18-19	Total
135	70396 - Miami Avenue Bridge over the Miami River	Existing											250,000	2,950,000			3,200,000
		Proposed	30,000	0	0	330,000	830,000	2,010,000	✓								3,200,000
		Existing															0
		Proposed															0
		Existing															0
		Proposed															0
		Existing															0
		Proposed															0
		Existing															0
	Donor Project:	Proposed															0
52	70220 - Beaches - Beach Renourishment	Existing	3,104,628	0	81,372	1,814,000											5,000,000
		Proposed	3,074,628	0	111,372	1,814,000	✓										5,000,000
Total		Existing	3,104,628	0	81,372	1,814,000	0	0	0	0	0	0	250,000	2,950,000	0	0	8,200,000
		Proposed	3,104,628	0	111,372	2,144,000	830,000	2,010,000	0	0	0	0	0	0	0	0	8,200,000

34

JUSTIFICATION

There is a twin bascule bridge that crossess the Miami River (874663 and 874664) south of Flagler Street. These twin bridges were built in 1985 and there are very serious deficiencies identified in the latest FDOT Inspection Report. There is currently $3,200,000 set aside in GOB for the rehabilitation of the bridge, (GOB site 70396). The consultant selection is slated for 2017. Due to the very serious deterioration of this bridge, the PWD is recommending that the funds be moved forward in order to begin the construction document preparation in 2007 and to begin construction in 2008.

DATE	APPROVAL SIGNATURES	SIGNATURE LINE
10/2/07	GOB Stakeholder: Frank Aira, P.E. CFM Public Works Dept.	
10/3/07	OCI Approval	GN 10/3
10/4/07	Database updated	
	FAMIS updated	

DISTRIBUTION:

c: Rachel Baum, Director, Finance Department
Ian Yorty, Director, Office of Capital Improvements
Charles Parkinson, Budget Coordinator, OSBM
OCI Staff
GOB Stakeholder

Project 135
Sonovoid Bridge Fund change Request

CE OF CAPITAL IMPROVEMENT

- FUNDING ALLOCATION CHANGE REQUEST

JEC	DESCRIPTION / SITE		FUND/YEAR 05-06	06-07	07-08	08-09	09-10	10-11	11-12	12-13	13-14	14-15	15-16	16-17	17-18	18-19	Total
5 96)	Miami Avenue Bridge over the Miami River	Existing	0	0	0	0	0	0	0	0	0	0	250,000	2,950,000	0	0	3,200,000
		Proposed	0	0	30,000	330,000	830,000	2,010,000	0	0	0	0	0	0	0	0	3,200,000
		Existing															
		Proposed															
		Existing															
		Proposed															
		Existing															
		Proposed															
		Existing															
		Proposed															
Total		Existing	0	0	0	0	0	0	0	0	0	0	250,000	2,950,000	0	0	3,200,000
		Proposed	0	0	30,000	330,000	830,000	2,010,000	0	0	0	0	0	0	0	0	3,200,000

35

Miami-Dade County General Obligation Bond Program - *New Schedule Request Form*

Request Date:	8/2/2007									Enter earliest applicable milestone "Start" date; schedule will update automatically. Change milestone durations as needed (see NOTE below).		
GOB Project Number:	135/70396											
Site Description:	Miami Avenue Brige over the Miami River											
Site Address:	Miami Avenue Brige over the Miami River											
GOB Milestones	GOB EXPENSES PER FISCAL YEAR									PLANNED DATES MM/DD/YY		
	FY2004-05 2005-06	FY2006-07	FY2007-08	FY2008-09	FY2009-10	FY2010-11	FY2011-12	FY2012-13	Total	Start	End	Duration (calendar days)
Land Acquisition									$0	NA	NA	0
Pre-Design									$0	NA	NA	0
A/E Selection			$5,000						$5,000	12/1/2007	10/1/2008	305
Design				$290,000					$290,000	10/2/2008	10/1/2009	364
Dry Run/Permit				$15,000					$15,000	10/2/2008	10/1/2009	364
Contractor Selection					$5,000				$5,000	10/2/2009	8/1/2010	303
Construction On-Going					$800,000	$1,500,000			$2,300,000	8/2/2010	8/2/2011	365
Construction Subst. Complete						$510,000			$510,000	8/3/2011	8/2/2011	60
Project Administration (Soft Costs)			$25,000	$25,000	$25,000				$75,000	12/1/2007	8/1/2010	1336
Total GOB Expenses:	$0	$0	$30,000	$330,000	$830,000	$2,010,000	$0	$0	$3,200,000			
Total Revenues GOB:	$0	$0	$30,000	$330,000	$830,000	$2,010,000	$0	$0	$3,200,000			
	FY2004-05 2005-06	FY2006-07	FY2007-08	FY2008-09	FY2009-10	FY2010-11	FY2011-12	FY2012-13	Total			
	REVENUES PER FISCAL YEAR											

NOTE: Schedule durations are based on a "typical" project estimated at $1 to $5 million in construction cost. These durations should be used as a guideline and applied by the departments on a case-by-case basis after careful analysis of the project's scope of work and taking into consideration the project's size and complexity.

MIAMI-DADE COUNTY, FLORIDA

GENERAL OBLIGATION BOND

Public Works Dept - Bridges

ROJECT NUMBER: 135 **PROJECT NAME:** Miami Avenue Bridge over the Miami River

SPLAY NUMBER: 135

ANAGING DEPT: Public Works Department **OWNER DEPT:** Public Works Dept - Bridges

ESCRIPTION: Replace entire bridge deck, replace piston trunnion and bearings; upgrade existing electrical

ATEGORY: Construct and Improve Bridges, Public Infrastructure, and Neighborhood Improvements

OB ALLOCATION: 3,200,000 **COST ESTIMATE:** 3,200,000

OB Fund: Miami-Dade

OCATION: Miami Avenue & SE 5 Street

EPT PROJECT NO: 135 **LAST UPDATE USERID/DATE: rcutie / 6/12/2007** **Start Dt:**

MSA: ☐ **NTP DATE:** **Duration:** 0

ANAGING CONTACT NAME/PHONE/EMAIL: Felix - Consultant Hernandez **Phone:** 305-375-2077 **EMail:** FelixH1@miamidade.gov

WNER CONTACT NAME/PHONE/EMAIL: Frank Aira **Phone:** 305-375-2077 **EMail:** AiraF@miamidade.gov

EXIT | UPDATE | Duplicate Project

SITES | PROJECT REPORT 6 | EXECUTIVE SUMMARY | TOTALS | SITE SCHEDULES REPORT 20 | COST REPORT 21

343

partment: Public Works Dept - Bridges 7/23/2008 12:11:09 PM

GENERAL OBLIGATION BOND PROJECT TOTALS

oject Title: 135 -Miami Avenue Bridge over the Miami River

oject Desc: Replace entire bridge deck, replace piston trunnion and bearings; upgrade existing electrical system and refurbish bascule leafs.

Summary: All Sites in Project

Fiscal Years:

	Recs:	2004-05 2005-06:	2006-07:	2007-08:	2008-09:	2009-10:	2010-11:	2011-12:	2012-13:	2013-14:	2014-15:	2015-16:	2016-17:	2017-18:	2018-19:	Total:
ITE:	1	0	0	0	360,000	830,000	2,010,000	0	0	0	0	0	0	0	0	3,200,000
ILESTONES:	6	0	0	30,000	330,000	230,000	2,350,000	260,000	0	0	0	0	0	0	0	3,200,000
UNDING:	3	0	0	0	360,000	830,000	2,010,000	0	0	0	0	0	0	0	0	3,200,000

Date Last WebPage Last Updated: 07/10/2008

83

MIAMI-DADE COUNTY, FLORIDA

GENERAL OBLIGATION BOND

Public Works Dept - Bridges

PROJECT NUMBER: 135 **PROJECT NAME:** Miami Avenue Bridge over the Miami River

DISPLAY NUMBER: 135

MANAGING DEPT: Public Works Department **OWNER DEPT:** Public Works Dept - Bridges

DESCRIPTION: Replace entire bridge deck, replace piston trunnion and bearings; upgrade existing electrical system and refurbish bascule leafs.

CATEGORY: Construct and Improve Bridges, Public Infrastructure, and Neighborhood Improvements

GOB ALLOCATION: 3,200,000 **COST ESTIMATE:** 3,200,000

GOB Fund: Miami-Dade

LOCATION: Miami Avenue & SE 5 Street

DEPT PROJECT NO: 135 **LAST UPDATE USERID/DATE:** rcutie / 6/12/2007 **Start Dt:** _____

UMSA: ☐ **NTP DATE:** _____ **Duration:** 0

MANAGING CONTACT NAME/PHONE/EMAIL: Felix - Consultant Hernandez **Phone:** 305-592-8925 **EMail:** FelixH1@miamidade.gov

OWNER CONTACT NAME/PHONE/EMAIL: Frank Aira **Phone:** 305-375-2077 **EMail:** AiraF@miamidade.gov

EXIT | *UPDATE*

SITES | PROJECT REPORT 6 | EXECUTIVE SUMMARY | TOTALS

SITE SCHEDULES REPORT 20 | COST REPORT 21

Department: Public Works Dept - Bridges 5/29/2008 1:23:30 PM

GENERAL OBLIGATION BOND PROJECT TOTALS

Project Title: 135 -Miami Avenue Bridge over the Miami River

Project Desc: Replace entire bridge deck, replace piston trunnion and bearings; upgrade existing electrical system and refurbish bascule leafs.

Summary: All Sites in Project

Fiscal Years:

	Recs:	2004-05 2005-06:	2006-07:	2007-08:	2008-09:	2009-10:	2010-11:	2011-12:	2012-13:	2013-14:	2014-15:	2015-16:	2016-17:	2017-18:	2018-19:	Total:
SITE:	1	30,000	0	0	330,000	830,000	2,010,000	0	0	0	0	0	0	0	0	3,200,000
MILESTONES:	6	0	0	30,000	330,000	830,000	2,010,000	0	0	0	0	0	0	0	0	3,200,000
FUNDING:	3	30,000	0	0	330,000	830,000	2,010,000	0	0	0	0	0	0	0	0	3,200,000

Date Last WebPage Last Updated: 05/05/2008

Department: Public Works Dept - Bridges 7/22/2008 4:51:04 PM

GENERAL OBLIGATION BOND SITES

Project Title: 135 -Miami Avenue Bridge over the Miami River

Project Desc: Replace entire bridge deck, replace piston trunnion and bearings; upgrade existing electrical system and refurbish bascule leafs.

Specific Site Locations: #70396 - Miami Avenue Bridge over the Miami River-Miami Avenue Bridge over the Miami River (Bridges

GO TO ADD NEW SITE

Specific Site Description: Miami Avenue Bridge over the Miami River (Bridges 874663 & 874664)

Site Comments: Scope development in process for Consultant selection. Due to the severe deterioration of the bridge, The Public Works Department and the Office of Capital Improvements have agreed to advanve this project to begin in December 2007. This project was originally scheduled for 2016.

Site Physical Commission: District 5 Commission District Impacted: District 5

Community Council Dist: 0 Community Council Impacted: No District

Total Duration: Anticipated Start Date: 1/1/2015 Anticipated End Date: 10/31/2017 Duration: 1034

Actual Duration: Actual Start Date: 12/1/2007 Actual End Date: 10/2/2011 Duration: 1401

FAMIS Index Code: CPA135PW0511 Spent: YTD: $0.00 LTD: $0.00 Balance: $0.00 Encumbered: $0.00

Site Status: N/A OSBM P Class: 1-Under Construction or Public Infrastruct

Mail (1) Agreements (0) Accelerations (1) Donations 0

Fiscal Years:

	Recs:	2004-05	2005-06:	2006-07:	2007-08:	2008-09:	2009-10:	2010-11:	2011-12:	2012-13:	2013-14:	2014-15:	2015-16:	2016-17:	2017-18:	2018-19:	Total:
SITE:			0	0	0	360,000	830,000	2,010,000	0	0	0	0	0	0	0	0	3,200,000
MILESTONES:	6		0	0	30,000	330,000	230,000	2,350,000	260,000	0	0	0	0	0	0	0	3,200,000
FUNDING:	3		0	0	0	360,000	830,000	2,010,000	0	0	0	0	0	0	0	0	3,200,000

Include on Signature Projects Status Report 34: ☐ Sortie Project Type: None

Transfer Site and ALL related Milestones and Costs to this Project and Department: Select New Project.

SAVE / UPDATE | DELETE | FAMIS INDEXES

SITE CONTRACTS | SITE REPORT 6 | MILESTONES | FUNDING | COST REPORT 21

EXE SUMM | SCHEDULE REPORT 20

Milestone Dates Update | Actual Milestone Expenses Update | Proposed Milestone Expe

View GIS Site

EXIT | GOB Menu

Site #70396 Last Updated: 6/20/2008 4:09:35 PM by slopez

Site #70396 Dates Last Updated: 6/17/2008

Site #70396 Propopsed Expenses Last Updated: 6/17/2008

Site #70396 Actual Expenses Last Updated: 6/17/2008

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT

MIAMI AVENUE TWIN BASCULE BRIDGES REPAIRS
OCI PROJECT No. E08-PW-02 GOB

THIS NON-EXCULSIVE AGREEMENT is entered into this ____ day of _____, 20____, by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and Hardesty & Hanover, LLP, hereinafter referred to as the "ENGINEER".

RECEIVED
DEC 26 2008
RISK MANAGEMENT
DIVISION

W I T N E S S E T H:

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the ENGINEER, and the ENGINEER hereby covenants to provide, the professional services prescribed herein in connection with the repairs of the Miami Avenue Twin Bascule Bridges.

PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

SECTION NO.	SUBJECT	PAGE NO.
SECTION I	COUNTY OBLIGATIONS	4
SECTION II	PROFESSIONAL SERVICES	5
II.A.	Design Phase	5
II.B.	Construction Phase	8
SECTION III	TIME FOR COMPLETION	9
III.A.	Design Phase	9
III.B.	Construction Phase	9
SECTION IV	FORCE MAJEURE	10
SECTION V	COMPENSATION	11
V.A.	Professional Services Fee	11
V.B.	Compensation for Other Services	12
V.C.	Total Compensation	13
SECTION VI	ADDITIONAL WORK	13
VI.A.	Additional Work	13
VI.B.	Allowance Account	15
SECTION VII	TOTAL PROJECT COST	16
SECTION VIII	METHODS OF PAYMENT	16
VII.A.	Design Phase	16
VII.B.	Construction Phase	17
VII.C.	Additional Work	18
SECTION IX	RIGHT OF DECISIONS	19
SECTION X	OWNERSHIP OF DOCUMENTS	20
SECTION XI	REUSE OF DOCUMENTS	21
SECTION XII	CORRECTIONS TO CONTRACT DOCUMENTS	21
SECTION XIII	COURT APPEARANCES AND CONFERENCES	22
SECTION XIV	NOTICES	23
SECTION XV	ABANDONMENT	23
SECTION XVI	AUDIT RIGHTS AND IPSIG	24

SECTION XVII	SUB-CONTRACTING	27
SECTION XVIII	WARRANTY	28
SECTION XIX	TERMINATION OF AGREEMENT AND SANCTIONS FOR CONTRACTUAL VIOLATIONS	29
SECTION XX	DURATION OF AGREEMENT	30
SECTION XX1	DEFAULT	30
SECTION XXII	INDEMNIFICATION AND HOLD HARMLESS	31
SECTION XXIII	CERTIFICATION OF WAGES RATES	34
SECTION XXIV	ORDINANCES	34
SECTION XXV	VALUE ANALYSIS	36
SECTION XXVI	AFFIRMATIVE ACTION	37
SECTION XXVII	UTILIZATION REPORT (UR)	37
SECTION XXVIII	PROMPT PAYMENT	38
SECTION XXIX	PERFORMANCE EVALUATION	39
SECTION XXX	ETHICS	39
SECTION XXXI	ENTIRETY OF AGREEMENT	39
	SIGNATURES	41

APPENDIX

ENGINEERING FEE PROPOSAL FOR DESIGN AND POST-DESIGN SERVICES

AFFIDAVITS

ARCHITECTURE & ENGINEERING UTILIZATION REPORT

SECTION I - COUNTY OBLIGATIONS

The Director of the Public Works Department, hereinafter referred to as the "Director", shall issue written authorization to proceed to the ENGINEER for each section of the work to be performed thereunder. In case of emergency, the COUNTY reserves the right to issue oral authorization to the ENGINEER with the understanding that written confirmation shall follow immediately thereafter.

The COUNTY agrees that its Public Works Department shall furnish to the ENGINEER any plans and other data available in the COUNTY files pertaining to the work to be performed under this Agreement. Information shown on such plans or data shall be that which has been made available to the COUNTY, and shall be provided to the ENGINEER without guarantee regarding its reliability and accuracy; the ENGINEER shall be responsible for independently verifying such information if it shall be used by the ENGINEER to accomplish the work undertaken pursuant to this Agreement.

The Director reserves the right to guarantee the accuracy of information provided by the COUNTY to the ENGINEER. When such guarantee is provided in writing, the ENGINEER shall not be compensated for independent verification of said information.

The COUNTY agrees to provide the following material, data, or services as required in connection with the work to be performed under the terms of this Agreement:

1. COUNTY standard construction details applicable to the project.

2. All standard sections of the contract documents and compilation of the final bidding documents.

3. Administration of bidding procedures including advertisement for bids and recommendations of award of the construction contract in cooperation with the ENGINEER.

4. Administration of construction except as otherwise provided herein.

SECTION II - PROFESSIONAL SERVICES

The ENGINEER agrees to perform professional services in connection with the project as indicated in the following (refer to Engineering Fee Proposal for Design and Post-Design Services):

A. Design Phase

Upon receipt of written authorization from the Director to proceed with the Design Phase of the project, the ENGINEER shall visit the site of the proposed work and become thoroughly familiar with all conditions; the ENGINEER shall prepare preliminary Engineering data, including sketches and drawings; perform such other services as are mutually agreed to be necessary or desirable to advance the project.

The ENGINEER shall prepare final complete construction plans for the project in accordance with current County standards, to be used for the receipt of bids, which shall include, but not limited to, development of design plans

for the needed repairs to the existing Twin Bascule Bridges on Miami Avenue over the Miami River. The project shall include the replacement of the steel flooring, replacement of the locks, painting of the bridges and repairs to the bascule leafs and the operating system. Scope of work may include, but is not limited to: structural design, special provisions, permits, cost estimates, and all of the necessary incidental items necessary for a complete project. The condition of the existing bridges must be taken into consideration as well as the maintenance of pedestrian and bicycle traffic to facilities on and off the Miami Avenue bridge.

To accomplish the work described under this phase, the ENGINEER shall observe the Following:

1. Strive to complete the work on the project within the time allowed by maintaining adequate staff of qualified personnel at all times.
2. Comply with all Federal, State and local laws and ordinances applicable to bridge design.
3. Prepare necessary sketches to accompany COUNTY applications for any required County, State or Federal agency permits.
4. Cooperate fully with the COUNTY in the proper coordination and scheduling of all phases of the work.

5. Prior to final approval by the Director, complete a preliminary check of construction plans through any County, City, State, or Federal agency from which a permit or other approval is required.
6. Report the status of the project to the Director upon request and hold all drawings, calculations and related work open to the inspection of the Director or his authorized agent at any time.
7. Submit to the Director five (5) sets of check prints for the project at the 60%, 90% and 100% completion milestones. Upon approval of 100% plans, furnish the COUNTY with two (2) signed and sealed full size, 22"x 34" bound sets of prints of the final construction plans, two (2) signed and sealed ½ size, 11"x17" bound sets of prints of the final construction plans, original Mylar tracings on approved, 22"x34" and 11"x17" Mylar stock (4 mils thick with signed Cover Sheet), Auto CAD electronic files in a format approved by the COUNTY, reports, and all computation books. The quality and legibility of all prints shall meet the approval of the Director.
8. Prepare and submit to the COUNTY an opinion of probable construction cost, at the 60%, 90% and 100% completion milestones, of the proposed project design.

9. The ENGINEER agrees that the quality of the work performed by the ENGINEER and by all subcontractors shall be in accordance with the standards customarily provided by an experienced and competent professional engineering organization rendering the same or similar services, and agrees to guarantee compliance of the work with all applicable industry standards and regulations.

10. The ENGINEER agrees to provide upon request, a certified payroll of employees performing work under this Agreement, as reported to the IRS.

11. The ENGINEER agrees to provide employees performing work under this Agreement with health care benefits.

B. Construction Phase

The ENGINEER agrees to provide the following services during the Construction Phase of the project, as requested by the COUNTY.

1. Attendance at pre-bid and pre-construction meetings.
2. Periodic general engineering consultation and advice.
3. Review and approval of shop drawings.
4. Field meetings during construction.
5. Response to Contractors Request for Information (RFI's)
6. Plans revisions.
7. Review of proposed change orders for the construction contract.

SECTION III - TIME FOR COMPLETION

The ENGINEER agrees to complete the services to be rendered pursuant to this Agreement as indicated in the following:

A. Design Phase

The services to be rendered by the ENGINEER under the Design Phase of the project shall commence upon receipt of a written Notice to proceed from the Director, and shall be completed within _8_ months. A reasonable extension of time shall be granted in the event there is a delay on the part of the COUNTY in fulfilling its part of the Agreement or should a Force Majeure, as defined herein, render performance of the ENGINEER's duties impossible. Such extensions of time shall not be cause for any claim by the ENGINEER for extra compensation.

B. Construction Phase

The services to be rendered by the ENGINEER under the Construction Phase of the project shall begin at the time the construction contract is awarded and shall be considered completed upon final acceptance of the construction by the COUNTY. Compensation shall be for only those services requested by the Director or his designee, and is not guaranteed.

SECTION IV - FORCE MAJEURE

Force Mejeure shall mean an act of God, epidemic, lightning, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike , an act of public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights and obligations under this Agreement, and which, by the exercise of due diligence, such parties shall not have been able to avoid. Such acts or events DO NOT INCLUDE inclement weather (except as noted above) or the acts or omissions of subconsultants/subcontractors, third-party consultants/contractors material men, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

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

It is further agreed and stipulated that the right of any party hereto to excuse its failure to perform by reason of Force Majeure shall be conditioned upon such party giving, to the other party or

parties, written notice of its assertion that a Force Majeure delay has commenced within ten (10) working days after such commencement, unless there exists good cause for failure to give such notice, in which event, failure to give such notice shall not prejudice any party's right to justify any non-performance as caused by Force Mejeure unless the failure to give timely notice causes material prejudice to the other party or parties.

SECTION V - COMPENSATION

The COUNTY agrees to pay and the ENGINEER agrees to accept, for services rendered pursuant to this Agreement, fees and other compensation as stipulated by the following:

A. Professional Services Fee

1. Design Phase

For services rendered pursuant to Design Phase, in accordance with the terms and conditions of this Agreement, the ENGINEER shall receive the following fee:

For complete design and preparation of construction plans, and all incidental work thereto as necessary for construction of all project elements, the lump sum fee of **$ 221,582.23 .**

2. Construction Phase

In accordance with the terms and conditions of this Agreement, including pre-bid and preconstruction

meetings, shop drawing reviews, and all incidental work thereto, general engineering consultation and advice, response to Contractor's Request for Information (RFI's) field meetings during construction, plan revisions, and review of proposed change orders for the construction contract, the fee shall be **$ 73,030.20** . Compensation shall be for only those services requested by the Director or his designee, and is not guaranteed.

3. Total Fee

The total of all regular fee payments to the ENGINEER under this Agreement shall be **$ 294,612.43** , the sum of A1 and A2 above, providing that no additional work, as defined by Section VI of this Agreement, is requested or authorized by the Director.

B. Compensation for Other Services

The COUNTY shall compensate other services or goods provided by the ENGINEER and others working in conjunction with the ENGINEER as stipulated by the following:

1. Printing and Reproduction

The COUNTY shall reimburse the ENGINEER for the cost of printing project plan sheets required for utility coordination and other required submittals. The total cost to the COUNTY for this reproduction service shall be **$ 9,000.00** .

C. Total Compensation

The total of all costs associated with accomplishing the work under the terms of this Agreement shall be **$ 303,612.43 ,** the sum of fees set forth in A and B above, providing that no additional work, as defined by Section VI of this Agreement, is requested or authorized by the Director.

SECTION VI - ADDITIONAL WORK

The COUNTY agrees to pay, and the ENGINEER agrees to accept, for additional work performed under the terms of this Agreement, fees in accordance with the following:

A. Additional Work

In the event changes are requested by the COUNTY to the construction documents after said documents have been approved and accepted by the COUNTY, additional Post Design services are required, or contingencies necessitate the performance of other additional work by the ENGINEER, and a Notice to Proceed authorizing additional work is issued by the Director, fees and other compensation for such services shall be computed in accordance with one or a combination of the methods outlined below.

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

The fee for engineering services rendered by the ENGINEER's personnel, principals excluded, shall be computed based on the direct salary cost, as reported to the Internal Revenue Services, for the time of said personnel engaged directly in the work, times negotiated multipliers of 2.85 for office personnel and 2.1 for field personnel. This fee shall constitute full compensation to the ENGINEER for costs incurred in the performance of the work such overhead, fringe benefits, operating margin and all other costs not covered by reimbursable expenses.

2. Fees Based on Fixed Hourly Rates

The fee for services rendered by the ENGINEER'S principals shall be computed based on the fixed hourly rate of **$ 115.00 .**

The above listed fixed hourly rate for Principals shall be applied to the time spent on requested work by the following principal of the firm: Timothy J. Noles , P.E.

3. Lump Sum Fee

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

4. Reimbursable Expenses

The ENGINEER shall be compensated for certain work related expenditures not covered by fees for engineering services, provided such expenditures are previously authorized by the Director. Reimbursable expenses may include:

a. Expenses for document reproduction, rental of specialized equipment, and purchase of special instruments necessary for the efficient performance of the work, provided that such instruments remain the property of the COUNTY upon work completion. These expenses shall be reimbursed on a direct cost basis.

b. Expenses for travel, transportation and subsistence outside Miami Dade County will be reimbursed according to the provisions of Florida Statutes Section 112.061, as presently written or hereafter amended.

B. Allowance Account

The total of all fee payments to the ENGINEER for additional work shall be as allowed under the Allowances/Contingency Ordinance No. 00-65. The project is a Professional Services Agreement for the design of a facility on public property; therefore this Agreement will have an estimated Allowance

Account of **$ 30,361.24** . This Allowance Account will be used by the COUNTY for unforeseen conditions necessitating additional design, resulting in additions to the basic fee.

SECTION VII - TOTAL PROJECT COST

The total Project Cost set forth in Section V and Section VI above, under the terms of this Agreement, shall be **$ 333,973.67 .**

SECTION VIII - METHODS OF PAYMENT

The COUNTY agrees to make monthly or partial payments to the ENGINEER for all authorized work performed during the previous calendar month or other mutually agreed invoicing period. The ENGINEER agrees to provide copies of any records necessary to substantiate payment requests to the COUNTY. Payments shall be made in accordance with the following methods:

A. Design Phase

1. The ENGINEER shall submit duly certified invoices in triplicate to the Director.
2. The amount of the invoices submitted shall be the prorated amount due for all work performed to date under this phase, determined by applying the percentage of the work completed, as certified by the ENGINEER, to the total lump sum fee for this phase of the work. Invoiced reimbursable expenses must be

substantiated by copies of receipts and other documentation as necessary.

3. The amount of the partial payment due for the work performed to date under this phase shall be an amount calculated in accordance with Paragraph 2 above, less five per cent (5%) of the amount thus determined, which shall be withheld by the COUNTY as retainage, less previous payments, and less Inspector General to date.

4. The retained amount shall be paid in full to the ENGINEER upon issuance of work order by the Director for the Part B work, but under no circumstances shall this amount be retained longer than four months after the date of final acceptance of the Design Phase work by the Director.

B. Construction Phase

1. The ENGINEER shall submit duly certified invoices in triplicate to the Director. Each invoice shall be referenced to the particular Notice to Proceed for Construction Services.

2. The amount of invoices submitted shall be comprised of the amounts due for all services performed monthly and/or incurred to date in connection with the authorized work, less previous payments. The amounts

due shall be calculated in accordance with Subsections VI.A.1. and VI.A.2. Invoiced reimbursable expenses must be substantiated by copies of receipts and other documentation, as necessary.

C. Additional Work

1. Estimated Professional Fees and/or Reimbursable Expenses

a. The ENGINEER shall submit duly certified invoices in triplicate to the Director. Each invoice shall be referenced to the particular Notice to Proceed which authorized the services performed and/or expenses incurred.

b. The amount of invoices submitted shall be comprised of the amounts due for all services performed and/or reimbursable expenses incurred to date in connection with authorized work, less previous payments. The amounts due for professional services and/or reimbursable expenses shall be calculated in accordance with Subsections VI(A)(1) and VI(A)(3) hereof, respectively. Invoiced reimbursable expenses must be substantiated by copies of receipts and other documentation as necessary.

2. Lump Sum Fee

a. The ENGINEER shall submit duly certified invoices in triplicate to the Director. Each invoice shall be referenced to the particular Notice to Proceed which authorized the services performed and/or expenses incurred.

b. The amount due of invoices submitted shall be calculated by applying the percentage of the total work completed to date to the authorized lump sum, and subtracting any previous payments. Invoiced reimbursable expenses must be substantiated by copies of receipts and other documents as necessary.

SECTION IX - RIGHT OF DECISIONS

All services shall be performed by the ENGINEER to the satisfaction of the Director, who shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reasons of this Agreement, the prosecution and fulfillment of the services thereunder, and the character, quality, amount and value thereof. The Director's decisions upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. Adjustments of compensation and time for completion of services thereunder, due to any major changes in the work, which

might become necessary or be deemed desirable as the work progresses, shall be left to the absolute discretion of the Director. In the event the ENGINEER does not concur with the decisions of the Director, the ENGINEER may present any such objections in writing to the County Manager. The Director and the ENGINEER shall abide by the decisions of the County Manager. This paragraph does not constitute a waiver of any party's right to proceed in a court of competent jurisdiction.

SECTION X - OWNERSHIP OF DOCUMENTS

All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for Services performed or produced in the performance of this Agreement, whether in paper or other hard copy medium or in electronic medium, except with respect to copyrighted standard details and designs owned by the ENGINEER or owned by a third party and licensed to the ENGINEER for use and reproduction, shall become the property of the COUNTY without restrictions or limitations upon their use and shall be made available by the ENGINEER at any time upon request by the COUNTY. However, the COUNTY may grant an exclusive license of the copyright to the ENGINEER for reusing and reproducing copyrighted materials or portions thereof as authorized by the COUNTY in advance and in writing. In addition, the ENGINEER shall not disclose, release, or

make available any document to any third party without prior written approval from the COUNTY. The ENGINEER shall warrant to the COUNTY that he/she has been granted a license to use and reproduce any standard details and designs owned by a third party and used or reproduced by the ENGINEER in the performance of this Agreement. Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes. Reuse of such data by the COUNTY for any purpose other than that for which prepared shall be at the COUNTY's sole risk. When each individual section of work requested pursuant to this Agreement is complete, all of the above data shall be delivered to the Director.

The COUNTY shall have the right to modify the plans, or reports, or any components thereof without permission from the ENGINEER or without any additional compensation to the ENGINEER. The ENGINEER shall be released from any liability resulting from such modification.

SECTION XI - REUSE OF DOCUMENTS

The ENGINEER may reuse data from other sections of the work included in this Agreement provided irrelevant material is deleted. The Director shall not accept any reused data containing an excess of irrelevant material, which has no connection with the applicable portion of the work.

SECTION XII - CORRECTIONS TO CONTRACT DOCUMENTS

For any services provided under this agreement, the ENGINEER shall prepare, without added compensation, all necessary supplemental documents to correct errors, omissions, and/or ambiguities which may exist in the plans and Contract Documents prepared by the ENGINEER including the documents prepared by its subconsultants. Compliance with this Article shall not be construed to relieve the ENGINEER from any liability resulting from any such errors, omissions, and/or ambiguities in the plans and Contract Documents and other documents or Services related thereto.

The ENGINEER must adhere to the approved budget, and all changes resulting from design errors and omissions will be catalogued by the Public Works Department and will be shared with the members of selection committees for future projects. In addition, whenever the total cost to the Department for design errors and omissions is deemed excessive, the COUNTY will make claims for reimbursement from the ENGINEER and its insurance company.

SECTION XIII - COURT APPEARANCES AND CONFERENCES

Nothing in this Agreement shall obligate the ENGINEER to prepare for or appear in litigation on behalf of the COUNTY except in consideration of additional compensation. The amount of such compensation shall be mutually agreed upon and embodied in a Supplemental Agreement subject to approval by the Board of County

Commissioners. Only upon said approval of a Supplement Agreement, and subsequent receipt of written authorization from the Director, shall the ENGINEER be obligated to Court appearances.

SECTION XIV - NOTICES

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

SECTION XV - ABANDONMENT

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

SECTION XVI - AUDIT RIGHTS AND IPSIG

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

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

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

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

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

1. If this contract is completely or partially terminated, the Engineer shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
2. The Engineer shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

The provisions in this section shall apply to the Engineer, its officers, agents, employees, subconsultants and suppliers. The Engineer shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Engineer in connection with the performance of this contract. Nothing in this section shall impair any independent right to the County to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Engineer or third parties.

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

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

SECTION XVII - SUBCONTRACTING

The ENGINEER shall not subcontract, assign or transfer any work under this Agreement without the written consent of the Director. When applicable and upon receipt of such consent in writing, the ENGINEER shall cause the names of the firms responsible for the

major portions of each separate specialty of the work to be inserted in the pertinent documents or data.

SECTION XVIII - WARRANTY

The ENGINEER warrants that the services furnished to the COUNTY under this Agreement shall conform to the quality expected of and usually provided by the profession in the State of Florida applicable to the design, inspection and construction of Public Works projects including roadway and bridge structures.

The ENGINEER warrants that no companies or persons, other than bona fide employees working solely for the ENGINEER or the COUNTY authorized subconsultants, have been returned or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. The ENGINEER also warrants that no COUNTY personnel, whether full-time or part-time employees, have or shall be retained or employed in any capacity, by the ENGINEER or the COUNTY approved subconsultants, to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this warranty, the Director shall have the right to annul this Agreement without liability.

SECTION XIX - TERMINATION OF AGREEMENT AND SANCTIONS FOR CONTRACTUAL VIOLATIONS

It is expressly understood and agreed that the COUNTY may terminate this Agreement, in total or in part, without cause or penalty, by thirty (30) days prior notification in writing from the Director; in which event the COUNTY's sole obligation to the ENGINEER shall be payment in accordance with Sections V and VI, for those units or sections of the work previously authorized. Such payment shall be determined on the basis of the hours or the percentage of the total work performed by the ENGINEER up to the time of termination. In the event partial payment has been made for professional services not performed, the ENGINEER shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. Upon termination, the COUNTY may, without penalty or other obligations to the ENGINEER, elect to employ others to perform the services.

Proposal and contract documents shall provide that, notwithstanding any other penalties for firms that have discriminated in violation of Article VII of Chapter 11A of the Code, the County may terminate the contract or require the termination or cancellation of the sub consultant contract. In addition, a violation by a respondent or sub consultant to the respondent, or failure to comply with the Administrative Order (A.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the A.O.

SECTION XX - DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of three (3) years after its date of execution or until completion of all project phases, whichever occurs last, unless terminated by mutual consent of the parties hereto or as provided in other Sections of this agreement.

SECTION XXI - DEFAULT

In the event the ENGINEER fails to comply with the provisions of this Agreement, the Director may declare the ENGINEER in default by thirty (30) days prior written notification. In such event, the ENGINEER shall only be compensated for any professional services completed as of the date written notice of default is served. In the event partial payment has been made for incomplete professional services, the ENGINEER shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. The ENGINEER shall not be compensated for professional services, which have been performed but not completed by the time the Director declares a default. In the event the COUNTY prevails in litigation to enforce or defend the provisions of this or any other Section of this Agreement, the COUNTY shall be compensated by the ENGINEER for reasonable attorney's fees and court costs.

SECTION XXII - INDEMNIFICATION AND HOLD HARMLESS

The Engineer shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Engineer or its employees, agents, servants, partners principals or subcontractors. The Engineer shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon."

The ENGINEER expressly understands and agrees that any insurance protection required by this contract or otherwise provided by the ENGINEER shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the COUNTY or its officers, employees, agents, and instrumentalities as herein provided.

The ENGINEER agrees and recognizes that the COUNTY shall not beheld liable or responsible for any claims which may result from any negligent reckless, or intentionally wrongful actions, errors or omissions of the ENGINEER in which the COUNTY participated either

through review or concurrence of the ENGINEER's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the ENGINEER, the COUNTY in no way assumes or shares any responsibility or liability of the ENGINEER and other persons employed or utilized by the ENGINEER under this agreement.

The ENGINEER shall not commence any work pursuant to this Agreement until all insurance required under this Section has been obtained and such insurance has been approved by the COUNTY's Risk Management Division. The ENGINEER shall maintain during the term of this Agreement the following insurance:

1. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $300,000.00 combined single limit per occurrence for bodily injury and property damage.
2. Professional Liability Insurance in an amount not less that $1,000,000.00.
3. Public Liability Insurance, on a comprehensive basis, in an amount not less than $300,000.00 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
4. Worker's Compensation Insurance for all employees of the ENGINEER as required by Florida Statute 440.

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Risk Management Division.

The ENGINEER shall furnish certificates of insurance to the Risk Management Division, 111 N.W. First Street, Suite 2340, Miami, FL 33128-1987, prior to the commencement of operations, which certificates shall clearly indicate that the ENGINEER has obtained insurance in the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of this insurance shall be effective without thirty (30) days prior written notice to the COUNTY.

Compliance with the foregoing requirements shall not relieve the ENGINEER of the liabilities and obligations under this Section or under any other portion of this Agreement, and the COUNTY shall have the right to inspect the original insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required coverages.

SECTION XXIII - CERTIFICATION OF WAGE RATES

In accordance with Florida Statute 287.055, 5(a) the ENGINEER hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided in Sections V and VI are accurate, complete and current as of the date of this Agreement. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the COUNTY shall determine that the price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such compensation adjustments shall be made within one (1) year from the date of final billing or acceptance of the work by the COUNTY, whichever is later.

SECTION XXIV - ORDINANCES

The ENGINEER agrees to abide and be governed by Dade County ordinances which may have a bearing on the work contemplated hereunder, including but not necessarily limited to: Ordinance No. 72-82 (Conflict of Interest), Ordinance No. 77-13 (Financial Disclosure), Ordinance No. 82-37 (Affirmative Action Plan), Ordinance No. 90-133 (Disclosure of Ownership, Collective Bargaining Agreement, and Employee Wages, Health Care Benefits, Race, National Origin and Gender), Ordinance No. 91-142 (Family Leave) as amended by Ordinance No. 92-91, Superseded by Ordinance No. 93-118 (Family Leave Act),

Ordinance No. 92-15 (Drug-Free Workplace), Resolution No. R-1049-93 (Affirmative Action Plan Furtherance and Compliance), Ordinance No. 94-73 (Value-Analysis and Life Cycle Costing) and Resolution No. R 385-95 (policy prohibiting contracts with firms violating the A.D.A. and other laws prohibiting discrimination on the basis of disability), Ordinance No. 95-178 (Entity must submit Delinquent or Currently due Fees or Taxes Affidavit), Ordinance No. 97-35 (policy of Fair Subcontracting Practices), Ordinance No. 98-30 (County Contractors Employment and Procurement Practices), Ordinance No. 97-104 (Listing of Subcontractors and Suppliers on County Contracts), Ordinance No. 97-172 (Ordinance amending Section 2-10.4 requiring certain agreements for Professional Architectural and Engineering Services to include Value Analysis as part of the base scope of services), Ordinance No. 97-215 (Establishing the Office of the Inspector General), Resolution No. R-1006-97 (Approving A.O. No. 3-24 for Responsible Wages and Benefits in accordance with Ordinance No. 90-143), Resolution No. R-1206-97, Ordinance No. 98-106 (Cone of Silence), Resolution No. R-516-96 and Administrative Order 3-20 (Independent Private Sector Inspector General (IPSIG) Services), which are incorporated herein by reference, as if fully set forth herein, in connection with the ENGINEER'S obligations hereunder.

The ENGINEER shall comply with the financial disclosure requirements of Ordinance No. 77-13 by having on file or filing within thirty (30) days of the execution of this Agreement one of the following with the Miami-Dade County Elections Department, P.O. Box 01224, Miami, Florida 33101:

1. A source of income statement.
2. A current certified financial statement.
3. A copy of the ENGINEER's current Federal Income Tax Return.

SECTION XXV - VALUE ANALYSIS

County Administrative Order 3-26 (AO) establishes the threshold and guidelines for performing Value Analysis/Engineering (VA/E) studies on Miami-Dade County construction contracts. The AO states that a formal VA/E study is not mandated for those projects whose construction cost estimate is below the Five Million Dollar ($5,000,000.00) threshold. The AO further states that principles and objectives of a VA/E study may be utilized for such projects in an informal manner. Therefore, with respect to this requirement, VA/E review may be conducted on an informal basis by County staff or an independent consultant under contract to the County and supervised by the Project Manager. The ENGINEER shall participate in these reviews pursuant to this Agreement.

SECTION XXVI - AFFIRMATIVE ACTION

The ENGINEER's Affirmative Action Plan submitted pursuant to Ordinance 82-37, as approved by the Department of Business and Economic Development and any approved update thereof, are hereby incorporated as contractual obligations of the ENGINEER to Miami-Dade County thereunder. The ENGINEER shall undertake and perform the affirmative actions specified herein. The Director may declare the ENGINEER in default of this agreement for failure of the ENGINEER to comply with the requirements of this paragraph.

SECTION XXVII - UTILIZATION REPORT (UR)

Pursuant to Administrative Order (A.O.) 3-32 Community Business Enterprise (CBE-A&E) Program, A.O. 3-22 Community Small Business Enterprise (CSBE) Program and/or A.O. 3-39 for the Resolution Repealing County Administrative Orders 3-33, 3-14 and 3-28 Establishing Administrative Order 3-39 Standard Process For Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders and Reporting, the Prime consultant is required to file Utilization Reports (UR) with the Miami-Dade County contracting department monthly, unless designated otherwise. The UR is required to accompany every invoice, which is due on or before the tenth working day following the end of the month the report covers. The UR should indicate the amount of contract monies received and paid as a Prime Consultant, including payments to subconsultant(s) (if applicable), from the

County pursuant to the project. Authorized representatives of each listed subconsultant(s) shall sign the report, verifying their participation in the work contracted and receipt of the monies listed. The monthly reports are to be submitted to the Miami-Dade Department of Small Business Development, 111 N.W. 1st Avenue, 19th Floor, Miami, Florida, 33128, in the format attached hereto titled "Architecture & Engineering Utilization Report'.

SECTION XXVIII - PROMPT PAYMENT

It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses and minority and women business enterprises shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60)

days after the date on which the proper invoice was received by the County or the Public Health Trust.

SECTION XXIX - PERFORMANCE EVALUATION

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

SECTION XXX - ETHICS

"Pursuant to Sec. 2-11.1(y) of the Code of Miami-Dade County, the Ethics Commission has jurisdiction over contractors and vendors. The ENGINEER must provide the Ethics Commission with a written report regarding its compliance with any restrictions contained in the advisory opinion issued by the Ethics Commission to the ENGINEER, subconsultants or teams members within ninety days of the issuance of each work order. The reports must be submitted to Robert Myers, Executive Director, Commission on Ethics and Public Trust, 19 West Flagler Street, Suite 820, Miami, FL 33130."

SECTION XXXI - ENTIRETY OF AGREEMENT

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

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

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

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

ATTEST:

HARVEY RUVIN,
CLERK OF THE BOARD

By: _____

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

By: _____
County Mayor

ATTEST:

By: Sabrina R. Sanchez

By: Timothy J. Nolus
Partner
Hardesty & Hanover, LLP
Partnership
(CORPORATE SEAL)

Approved as to form
and legal sufficiency.

Edward B. Shuker
Assistant County Attorney

APPROVED AS TO
INSURANCE REQUIREMENTS
Rosa Davis
RISK MANAGEMENT DIVISION
DATE 12/29/08

1000 SAWGRASS CORPORATE PARKWAY, SUITE 544
SUNRISE, FL 33323
T: 954.835.9119, F: 954.835.9130
www.hardesty-hanover.com
email: fl@hardesty-hanover.com

December 5, 2008

Miami-Dade County
Office of Capital Improvements
Stephen P. Clark Center
111 NW 1st Street, Suite 2130
Miami, Florida 33128-1926

Attention: Ms. Amelia M. Cordova-Jimenez
A&E Consultant Selection Coordinator

Re: Engineering Fee Proposal for Design and Post-Design Services
Miami Avenue Twin Bascule Bridges Repairs, Within Commission District 5
OCI Project No.: E08-PW-02, GOB

Dear Ms. Cordova-Jimenez,

The Miami-Dade County has selected Hardesty & Hanover, LLP (H&H) to provide Design and Post-Design Services for the Miami Avenue Twin Bascule Bridges Repairs and has requested a Fee Proposal. H&H is pleased to provide the following Fee Proposal in response to this request.

Scope of Services

The scope of services for this Fee Proposal was based on a review of the FDOT Inspection Reports dated January 25, 2008, the Scope of Services provides at the negotiation meeting on November 18, 2008 and the site visit on November 20, 2008.

The scope of services includes the following:

Detail Design

1. Review of all information (original contract plans, inspection reports, paint system coating report) from the County.
2. Visual inspection of the bascule spans structural, mechanical and electrical systems to confirm the scope of services and to determine/identify/quantify any other major deficiencies.
3. Perform balance tests before design, and after construction.
4. Perform an in depth study of the existing painting system and prepare painting technical specifications and special provisions.
5. Prepare inspection report that will include findings of the field inspection and recommendations for remedial work with preliminary cost estimates, priority and timeframes. At the review meeting with the County, the recommendations of this report will be discussed and the final scope of services will be established and agreed on and used as the basis of the scope of work for the detail design.
6. Prepare balance test report indicating the existing out-of-balance.
7. Detail design which will include:

Structural

- Fender system repairs (optional)
- Reseal roadway joints
- Substructure Class 5 limits and bascule pier spall repairs (optional)
- Abutment sidewalk settlement repairs
- Painting of bascule spans
- Replace/refurbish live load bearings
- Bascule span structural repairs (girder cracks and lateral bracing hanger support)
- Replacement of open grating system

Engineering Fee Proposal for Design and Post-Design Services
Miami Avenue Twin Bascule Bridges Repairs
OCI Project Number: E08-PW-02, GOB
December 5, 2008

- Bumper block repairs
- New lock bar bracket details
- Span balancing

Mechanical

- Replace span lock assemblies
- Replace trunnion hub bolts (Optional)
- Trunnion alignment (Optional)
- Refurbishing/realignment of hydraulic cylinders

Electrical

- Navigation lights inboard (optional)
- Replace warning gates (optional)
- Lightning protection for bascule spans

MOT/Highway

- Maintenance of traffic (vehicular, bicycle and pedestrian) during bridge construction. The bridge repairs will be carried out in phases. For phase 1, one bascule span will be closed to vehicular, bicycle and pedestrian traffic during construction and all traffic will be transferred to the other bascule span. For phase 2 the process the other bascule span will be repaired and traffic transferred to the newly repaired bascule span. Marine traffic will be maintained for both bascule spans.
- Replacement of median separator devices, curbing and parking lot facilities and roadway disturbed during traffic phasing.
- Restriping of bascule spans and approaches to restore roadways striping to match existing.

8. Prepare contract plans which will include:

General

- Key Sheet (1)
- Summary of Pay Items (1)
- General Notes (1)
- Scope of Work and Pay Items (1)
- Plan and Elevation (1)

Structural

- Structural Notes (1)
- Fender System Repairs (3)
- Reseal Roadway Joints (2)
- Substructure Class 5 Limits and Bascule Pier Spall Repairs (2)
- Abutment Sidewalk Settlement Repairs (1)
- Bascule Span (Painting Limits) (1)
- Replace/Refurbish Live Load Bearings (1)
- Bascule Span Structural Repairs (Girder Cracks and Lateral Bracing Hanger Support (2)
- Grating Plan (1)
- Grating Details (2)
- Bumper Blocks (1)
- Lock Bar Bracket Details (3)
- Span Balance (1)

Mechanical

- Span Lock Assembly Details (1)
- Span Lock Hydraulic Details (1)
- Trunnion Hub Bolts (1) (Optional)

Engineering Fee Proposal for Design and Post-Design Services
Miami Avenue Twin Bascule Bridges Repairs
OCI Project Number: E08-PW-02, GOB
December 5, 2008

- Trunnion Realignment (1) (Optional)
- Hydraulic Cylinder Refurbishing/Realignment (4)

Electrical

- Navigation Lights Inboard Girders (1)
- Replace Warning Gates (1)
- Lightning Protection of Bascule Spans (1)

MOT/Highway

- General, Phasing Notes and Details (1)
- Phase I – Advanced Warning (Vehicular & Pedestrian) Traffic Control (1)
- Phase II – Advanced Warning (Vehicular & Pedestrian) Traffic Control (1)
- Detour Plan (SB) (1)
- Detour Plan (NB) (1)
- Roadway Restoration Plan and Details (1)
- Pavement Marking Plan (1)
- Storm Water Pollution Retention Plan (1)

9. Technical Special Provisions and Specifications
10. Painting Technical Special Provisions and Specifications
11. Quantities and Cost Estimates
12. Meeting (inspection Report, 30%, 60%, 90% and Final)
13. Reponses to Comments
14. Permitting (Dry run on all permits)

Post-Design

1. Pre-Bid Meeting and Responses to RFI's
2. Transfer to Construction and Bid Award Meeting
3. Construction Services
   - Pre-Construction Meeting
   - RFI's
   - Shop Drawing Review
   - Construction Assistance
   - Site Inspections

15. Prepare As-Built Plans.

Engineering Fee Proposal for Design and Post-Design Services
Miami Avenue Twin Bascule Bridges Repairs
OCI Project Number: E08-PW-02, GOB
December 5, 2008
Engineering Fee Estimate

A detailed breakdown of our Engineering Fee Estimate is attached. The detail design is a lump sum fee and the post-design will be on a cost plus basis.

The lump sum fee for detail design is $275,969.04 and the cost plus fee for post-design services is $91,497.66.

Should you have any questions or require additional information, please do not hesitate to contact the undersigned.

Regards,

John Low
Project Manager

Hardesty and Hanover, LLP
1000 Sawgrass Corporate Parkway, Suite 544
Sunrise, FL 33323
Phone: 954-835-9119 Ext. 219
Fax: 954-835-9130
Email: jlow@hardesty-hanover.com

HARDESTY & HANOVER, LLP
ENGINEERING

FEE QUOTATION PROPOSAL

Hardesty & Hanover, LLP
1000 Sawgrass Corp Parkway Suite 544
Sunrise, Florida 33323
(954) 835-9119

Description: MDPWD Design Services for the
Miami Avenue Twin Bascule Bridges, Within Commission District 5
OCI Project Number: E08-PW-02, GOB

Prepared By JCL
Date: 5-Dec-08

	Design Activity	STAFF HOURS															
		Principal Engineer	Project Manager	Struct Proj Eng	Struct Eng Tech	Senior Mech Eng	Mech Proj Eng	Mech Eng. Tech	Senior Elec Eng	Elec Proj Eng	Elec Eng Tech	Senior Hwy. Eng	Highway Proj Eng	Highway Jr. Eng.	Staff Hours by Activity	Salary Cost for Activity
	Distribution	Manhours 2%	Manhours 6%	Manhours 23%	Manhours 22%	Manhours 2%	Manhours 16%	Manhours 12%	Manhours 1%	Manhours 8%	Manhours 0%	Manhours 1%	Manhours 3%	Manhours 6%	Hours	Cost
1	**Project Management**	15	24												39	$ 1,882.53
2	**Inspections and Balance Test**	8	15	15	15	8	30	30		15					136	$ 5,004.27
3	**Inspection & Balance Test Reorts**	8	15	45	15	8	45	15	5	35					191	$ 7,313.12
4	**Contract Plans**															
	General															
	Key Sheet (1)		1	2	8										11	$ 341.87
	Summary of Pay Items (1)		1	8	12		5			5					31	$ 1,059.87
	General Notes (1)		1	8	10										19	$ 624.71
	Scope of Work and Pay Items (1)		1	8	10										19	$ 624.71
	Plan and Elevation (1)		2	8	32										42	$ 1,270.94
	Structural															
	Structural Notes (1)			8	10										18	$ 576.44
	Fender System Repairs (3)		4	32	60										96	$ 3,042.44
	Reseal Roadway Joints (2)		3	8	16										27	$ 884.33
	Substructure Class 5 Limits & Bascule Pier Spall Repair (2)		3	4	16										23	$ 732.01
	Abutment Sidewalk Settlement Repairs (1)		3	16	25										44	$ 1,433.59
	Bascule Span (Painting Limits) (1)		3	12	12										27	$ 927.93
	Replace/Refurbish Live Load Bearings (1)		5	12	12										29	$ 1,024.47
	Bascule Span Structural Repairs (Girder Cracks & Lateral Bracing Hanger Support (2)		5	40	50										95	$ 3,123.55
	Grating Plan (1)		5	45	25										0	$ -
	Grating Details (2)		5	45	65										75	$ 2,634.45
	Bumper Blocks (1)		1	4	4										115	$ 3,721.65
	Lock Bar Bracket Details (3)		5	60	75										9	$ 309.31
	Span Balance (1)		5	24	12										140	$ 4,564.65
	Mechanical														41	$ 1,481.43
	Span Lock Assembly Details (1)					5	60	25							90	$ 3,205.65
	Span Lock Hydraulic Details (1)					5	40	25							70	$ 2,444.05
	Trunnion Hub Bolts (1)					5	12	12							29	$ 1,024.47
	Trunnion Realignment (2)					5	75	50							130	$ 4,456.35
	Hydraulic Cylinder Rebushing/Realignment (4)					5	55	100							160	$ 5,053.75
	Electrical															
	Navigation Lights Inboard Girders (1)								3	12					15	$ 601.77
	Replace Warning Gates (1)								5	40					45	$ 1,764.55
	Lighting Protection of Bascule Spans (1)								5	40					45	$ 1,764.55
	MOT/Highway															
	General, Phasing Notes & Details (1)											1	4	8	13	$ 418.03
	Phase I - Advanced Warning (Veh & Ped) Traffic Control (1)											2	8	24	34	$ 1,053.50
	Phase II - Advanced Warning (Veh & Ped) Traffic Control (1)											2	8	24	34	$ 1,053.50
	Detour Plan (SB) (1)											2	8	24	34	$ 1,053.50
	Detour Plan (NB) (1)											2	8	24	34	$ 1,053.50
	Roadway Restoration Plan & Details (1)											0	0	0	0	$ -
	Pavement Marking Plan (1)											1	4	16	21	$ 635.47
	Storm Water Pollution Prevention Plan (1)											0	0	0	0	$ -
5	**Technical Special Provisions & Specifications**	5	8	15			15			8		2	4	4	61	$ 2,432.13
6	**PaintingTechnical Special Provisions & Specifications**	3	5	35											43	$ 1,718.96
7	**Quantities & Cost Estimating**	3	5	12			12			8			4	4	48	$ 1,865.76
8	**Meetings (Inspection Report, 30%, 60%, 90% & Final)**		4				4			8		6	6		28	$ 1,168.14
9	**Responses to Comments**			0	0		0	0		0		0	0	0	0	$ -
10	**Permitting**		15	35								4	4		58	$ 2,402.25
	TOTAL MANHOURS	42	144	501	484	41	353	257	18	171	0	22	58	128	2219	$ 77,748.15
	Hourly Salary Rate	$48.27	$48.27	$38.08	$27.18	$48.27	$38.08	$27.18	$48.27	$38.08	$27.18	$48.27	$38.08	$27.18		
	Totals S-H and Cost	$2,027.34	$6,950.88	$19,078.08	$13,155.12	$1,979.07	$13,442.24	$6,985.26	$868.86	$6,511.68	$0.00	$1,081.94	$2,208.64	$3,479.04		$77,748.15

Distribution of Total Costs by Activities

Description of Activity	Amount
1 Project Management	$ 5,365.21
2 Inspections and Balance Test	$ 14,262.17
3 Inspection/Balance Test Reports	$ 20,842.39
4 Contract Plans	$ 153,788.82
5 Technical Special Provisions & Specifications	$ 6,931.57
6 PaintingTechnical Special Provisions & Spec	$ 4,899.04
7 Quantities & Cost Estimating	$ 5,317.42
8 Meetings (Inspection Report, 30%, 60%, 90%, Fin	$ 3,329.20
9 Responses to Comments	$ -
10 Permitting	$ 6,846.41
Lump Sum Fee	$ 221,582.23

TOTAL CONTRACT FEE COMPUTATION

Total Activity Salary Costs	$	77,748.15
(a) Combined Overhead Additives		
(a1) Combined O-H Percent		185.00%
(a2) Combined O-H Cost	$	143,834.08
Subtotal (Salary + Overhead)	$	221,582.23
(b) Operating Margin Percent		
(b1) Operating Margin Cost - Fixed Fee		
Subtotal (Salary Related Cost)		
Expenses		
(a) Misc. & Out-of-Pocket Expenses	$	6,000.00
(b) Public Involvement (3%)		
TOTAL LUMP SUM		227,582.23
TOTAL FEE	$	227,582.23

(Check Appropriate Box)
[X] Initial Estimate
[ ] Revision No. 1
[ ] Revision No. 2

Employee	RATES Current Rate	Loaded Rate 2.85Multiplier
Principal	$48.27	$137.57
Project Menager	$48.27	$137.57
Senior Engineer	$48.27	$137.57
Engineer	$38.08	$108.53
CADD/Technician	$27.18	$77.46
Clerical	$15.50	$44.18

HARDESTY & HANOVER, LLP
ENGINEERING

Hardesty & Hanover, LLP
1000 Sawgrass Corp Parkway Suite 544
Sunrise, Florida 33323
(954) 835-9119

FEE QUOTATION PROPOSAL

Description: MDPWD Post -Design Services for the
Miami Avenue Twin Bascule Bridges, Within Commission District 5
OCI Project Number: E08-PW-02, GOB

Prepared By: JCL
Date: 5-Dec-08

	Post-Design Activity	STAFF HOURS														
		Principal Engineer	Project Manager	Struct Proj Eng	Struct Eng Tech	Senior Mech Eng	Mech Proj Eng	Mech Eng. Tech	Senior Elec Eng	Elec Proj Eng	Elec Eng Tech	Senior Hwy. Eng	Highway Proj Eng	Highway Jr. Eng.	Staff Hours by Activity	Salary Cost for Activity
	Distribution	Manhours 5%	Manhours 16%	Manhours 24%	Manhours 6%	Manhours 2%	Manhours 22%	Manhours 0%	Manhours 0%	Manhours 15%	Manhours 0%	Manhours 2%	Manhours 6%	Manhours 1%	Hours	Cost
1	Project Management	12	28												40	$ 1,930.80
2	Pre-Bid Meeting and Response to RFI's	3	8	8			8			8		4	4		43	$ 1,790.29
3	Transfer to Construction and Bid Award Meeting		4	4								4	4		16	$ 690.80
4	Construction Services															
	Pre-Construction Meeting		4									3	3		10	$ 452.13
	RFI's		4	25	40		24			24		4	9		130	$ 4,595.92
	Shop Drawing Review		10	40		10	40			30			8		138	$ 5,458.84
	Construction Assistance	8	24	24			24			15					95	$ 3,943.68
	Site Inspections	4	24	30			24			12			8		102	$ 4,169.48
5	Prepare As-Built Plans	3		24			24			10			2	6	69	$ 2,592.69
	TOTAL MANHOURS	30	106	155	40	10	144	0	0	99	0	15	38	8	643	$ 25,624.63
	Hourly Salary Rate	$48.27	$48.27	$38.08	$27.18	$48.27	$38.08	$27.18	$48.27	$38.08	$27.18	$48.27	$38.08	$27.18		
	Totals S-H and Cost	$1,448.10	$5,116.62	$5,902.40	$1,087.20	$482.70	$5,483.52	$0.00	$0.00	$3,769.92	$0.00	$724.05	$1,447.04	$163.08		$25,624.63

Distribution of Total Costs by Activities	
Description of Activity	Amount
1 Project Management	$ 5,502.78
2 Pre-Bid Meeting and Response to RFI's	$ 5,102.33
3 Transfer to Construction and Bid Award Meeting	$ 1,968.78
4 Construction Services	$ 53,067.14
5 Prepare As-Built Plans	$ 7,389.17
Total Fee Estimate	$ 73,030.20

TOTAL CONTRACT FEE COMPUTATION

Total Activity Salary Costs	$	25,624.83
(a) Combined Overhead Additives		
(a1) Combined O-H Percent		185.00%
(a2) Combined O-H Cost	$	47,405.57
Subtotal (Salary + Overhead)	$	73,030.20
(b) Operating Margin Percent		
(b1) Operating Margin Cost - Fixed Fee		
Subtotal (Salary Related Cost)		
Expenses		
(a) Misc. & Out-of-Pocket Expenses	$	3,000.00
(b) Public Involvement (3%)		
TOTAL Estimated Cost		76,030.20
TOTAL FEE ESTIMATE		76,030.2

(Check Appropriate Box)
[X] Initial Estimate
[ ] Revision No. 1
[ ] Revision No. 2

Employee	RATES Current Rate	Loaded Rate 2.85Multipler
Principal	$48.27	$137.57
Project Manager	$48.27	$137.57
Senior Engineer	$48.27	$137.57
Engineer	$38.08	$108.53
CADD/Technician	$27.18	$77.46
Clerical	$15.50	$44.18

MIAMI-DADE COUNTY

MIAMI-DADE PUBLIC WORKS DEPARTMENT SINGLE EXECUTION AFFIDAVITS AND CERTIFICATIONS

Project Title Miami Avenue Twin Bascule Bridge Repairs

Project Number E08-PW-02-60B

COUNTY OF Miami-Dade

STATE OF Florida

Before me the undersigned authority appeared, Timothy J. Noles (Print Name) who is personally known to me or who has provided _____ as identification and who did (did not) take an oath, and who stated:

That he is the duly authorized representative of

HARDESTY & HANOVER, LLP

(Name of Firm/Respondent)

1000 Sawgrass Corporate Parkway Ste-544 Sunrise, FL 33323

(Address of Firm/Respondent)

hereinafter referred to as the contracting entity being its

Partner

(Sole Proprietor)(Partner)(President or Other Authorized Officer)

and as such has full authority to make these affidavits/certifications and say as follows.

DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART I

That the information given herein and in the documents attached hereto is true and correct.

1. The full legal name and business address* of the person or entity contracting or transacting business with Miami-Dade County is:

Timothy J. Noles
HARDESTY & HANOVER, LLP
1000 Sawgrass Corporate Parkway, Ste. 544 Sunrise, FL 33323

2. If the contract or business transaction is with a Corporation**, provide the full legal name and business address* and title for each officer.

N/A

3. If the contract or business transaction is with a Corporation**, provide the full legal name and business address* for each director.

N/A

4. If the contract or business transaction is with a Corporation**, provide the full legal name and business address* for each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock and state the percentage.

N/A

5. If the contract or business transaction is with a Trust, provide the full legal name and address* for each trustee and each beneficiary. All such names and addresses are:

N/A

DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART I (Cont'd)

6. The full legal name and business addresses* of any other individuals (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with Miami-Dade County are:

N/A

7. If a Corporate Joint Venture, list the names and titles of the Officers of the Corporate Members of the Joint Venture:

(a) President:_____ (b) President: _____

Vice-Pres: _____ Vice-Pres:_____

Secretary: _____ Secretary:

Treasurer: _____ Treasurer:_____

8. If a Non-Corporate Partnership or Joint Venture, list the names of the Principals of the Non-Corporate Partnership or Joint Venture:

(c) _____ (d) _____
(Name) (Name)

(c) _____ (d) _____
(Title) (Title)

9. State whether the person or entity contracting or transacting business with Miami-Dade County has a collective bargaining agreement with its employees (Yes/No):

10. State whether the entity provides company paid health care benefits to be paid to employees (Yes/No:_____.

11. Attach a list reflecting the current breakdown of the entity's work force as to race, national origin or gender. SEE NEXT PAGE

(ADD EXTRA SHEETS IF NEEDED

* **Post Office Box addresses not acceptable.**

** **If a Joint Venture, list this information for each member of the Joint Venture**

MIAMI-DADE COUNTY, FLORIDA
OFFICE OF CAPITAL IMPROVEMENTS
AFFIRMATIVE ACTION PLAN UNIT
Ordinance No. 82-37 and 98-30
AAP/PP Affidavit

Pursuant to Miami-Dade County's Ordinance No. 98-30, Section 2-8.1.5, entities with annual gross revenue in excess of $5,000,000 seeking to contract with the County shall, as a condition of receiving a County contract, have: 1) a written affirmative action plan which sets forth the procedures the entity utilizes to assure that it does not discriminate in its employment and promotion practices and 2) a written procurement policy which sets forth the procedures the entity utilizes to assure that it does not discriminate against minority and women-owned businesses in its own procurement of goods, supplies and services. Such affirmative action plans and procurement policies shall provide for periodic review to determine their effectiveness in assuring the entity does not discriminate in its employment, promotion and procurement practices. The foregoing, not withstanding, corporate entities whose board of directors are representative of the population make-up of the nation shall be presumed to have non-discriminatory employment and procurement policies, and shall not be required to have a written affirmative action plan and procurement policy in order to receive a County contract. The foregoing presumption may be rebutted. The requirements of this section may be waived upon written recommendation of the County Manager that it is in the best interest of the County to do so and approval of the County Commission by majority vote of the members present.

Based on the above, please complete the affidavit as directed and return the completed affidavit along with a cover letter on your company's letterhead, listing the company's address, phone and fax numbers, and any required documents, to:

Miami-Dade County, Office of Capital Improvements
Attention: Professional Services Division - AAP Unit
111 NW 1st Street, Suite 2130
Miami, FL 33128

Please provide the following information (check all that applies):

Name of Company: Hardesty & Hanover, LLP **Company's FEIN:** -131842518

☐ My company provides ☒ engineering, ☐ architectural, ☐ landscape architecture, ☐ land surveying/design build services, and/or ☐ mapping services. Therefore, enclosed is our company's affirmative action plan and procurement policy for review.

☒ My company has annual gross revenues in excess of $5,000,000. Therefore, enclosed is our company's affirmative action plan and procurement policy for review.

☐ My company has annual gross revenues less than $5,000,000.

If at any time the Miami Dade County has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, the County may refer the matter to the State Attorney's Office and/or other investigative agencies. The County may initiate debarment and/or pursue other remedies in accordance with Miami-Dade County policy and/or applicable federal, state and local laws.

The undersigned swears that the foregoing statements are true and correct. If after executing this affidavit there are any changes in the information submitted, the undersigned agrees to immediately inform Miami Dade County of such changes in writing.

Executed by:

Charles Gozdziewski
Signature of CEO/President or Designated Representative — **Printed Name of CEO/President or Designated Representative**

Sworn before me

On this 1 **Day of** October, 2008

Michelle Billinghurst
Signature of Affirmative Action Officer

Michelle Billinghurst
Notary Public — **Printed Name of Affirmative Action Officer**

FANNY A. OSORIO
Notary Public, State of New York
No. 01OS5080693
Qualified in New York County
Commission Expires June 16, 2011

AAP Affidavit – Rev. 6/08

Miami-Dade County, Florida
Department of Business Development
"Statistical Workforce Analysis"

Complete the following information for all full-time employees. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zeros.

Name of Firm:	Hardesty & Hanover, LLP.				☐ Corporate Office
Location:	1501 Broadway, New York, NY 10036				X Miami Office
Contact Name:	Michelle Billinghurst				
Telephone:	212-944-1150	**Facsimile:**	212-391-0297	**E-mail:**	mbillinghurst@hardesty-hanover.com

Job Categories	Total Number per Job Category	Racial/Ethnic Group Status									
		White		Black		Hispanic		Asian or Pacific Islander		American Indian or Alaskan Native	
		M	F	M	F	M	F	M	F	M	F
Officials and Managers	2	1	0	0	0	0	1	0	0	0	0
Professionals	15	7	0	1	1	4	1	1	0	0	0
Technicians	2	2	0	0	0	0	0	0	0	0	0
Sales Workers	0	0	0	0	0	0	0	0	0	0	0
Office and Clerical	1	0	1	0	0	0	0	0	0	0	0
Craft Workers (skilled)	0	0	0	0	0	0	0	0	0	0	0
Operatives (semi-skilled)	0	0	0	0	0	0	0	0	0	0	0
Laborers (unskilled)	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0
Total	20	10	1	1	1	4	2	1	0	0	0

Michelle A. Billinghurst — Michelle Billinghurst — 10-1-08

Affirmative Action Officer Name — **Signature** — **Date**

Miami-Dade County, Florida
Department of Business Development
"Statistical Workforce Analysis"

Complete the following information for all full-time employees. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zeros.

Name of Firm:	Hardesty & Hanover, LLP.				X Corporate Office ☐ Miami Office
Location:	1501 Broadway, New York, NY 10036				
Contact Name:	Michelle Billinghurst				
Telephone:	212-944-1150	**Facsimile:**	212-391-0297	**E-mail:**	mbillinghurst@hardesty-hanover.com

Job Categories	Racial/Ethnic Group Status									
	Total Number per Job Category	White		Black		Hispanic		Asian or Pacific Islander		American Indian or Alaskan Native	
		M	F	M	F	M	F	M	F	M	F
Officials and Managers	24	16	3	0	1	1	1	1	1	0	0
Professionals	165	94	11	5	2	20	5	19	9	0	0
Technicians	18	7	0	5	1	3	0	1	1	0	0
Sales Workers	0	0	0	0	0	0	0	0	0	0	0
Office and Clerical	19	5	5	0	4	0	2	1	2	0	0
Craft Workers (skilled)	0	0	0	0	0	0	0	0	0	0	0
Operatives (semi-skilled)	2	0	0	0	0	2	0	0	0	0	0
Laborers (unskilled)	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0
Total	228	122	19	10	8	26	8	22	13	0	0

95

Michelle A. Billinghurst — Michelle Billinghurst — 10-1-08

Affirmative Action Officer Name **Signature** **Date**

DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART II

LIST ALL CONSTRUCTION CONTRACTS IN EFFECT WITH MIAMI DADE COUNTY DURING THE LAST FIVE (5) YEARS:

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL

(1)

___ $_____ $_____ _____%

Summary of Construction Work performed N/A

Litigation Arising out of Contract

(2)

___ $_____ $_____ _____%

Summary of Construction Work performed N/A

Litigation Arising out of Contract

(ADD EXTRA SHEET(S) IF NEEDED.)

DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART II (Cont'd)

LIST ALL PROFESSIONAL SERVICES AGREEMENTS IN EFFECT WITH MIAMI DADE COUNTY DURING THE LAST FIVE (5) YEARS:

AGREEMENT DATE	DOLLAR AMOUNT OF ORIG.AGREEMENT	FINAL AMT. OF AGREEMENT	PERCENTAGE DIFFERENTIAL
(1) 10/19/2004	$ 38,333.55	$ 38,333.55	0 %

Name of Dept. & Summary of Professional Services performed: Miami-Dade County Public Works Department
Bridge Repairs + Painting at Pine Tree Drive
Miami Beach

Litigation Arising out of Agreement: N/A

(2) 10/3/2005	$ 220,000	$ 220,000	0 %

Name of Dept. & Summary of Professional Services performed: Miami Dade County Public Works Department
Road, Bridge and Canal Maintenance Division
Design of Sonovoid Structural Repairs to include design for improvements to guardrails + slope protection

Litigation Arising out of Agreement: N/A

DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART II (Cont'd)

LIST ALL PROFESSIONAL SERVICES AGREEMENTS IN EFFECT WITH MIAMI DADE COUNTY DURING THE LAST FIVE (5) YEARS:

AGREEMENT DATE	DOLLAR AMOUNT OF ORIG.AGREEMENT	FINAL AMT. OF AGREEMENT	PERCENTAGE DIFFERENTIAL
(1) 7/19/2007	$ 99,745.64	$99,745.64	0 %

Name of Dept. & Summary of Professional Services performed: Miami Dade County Public Works Department Road, Bridge and Canal Maintenance Perform load ratings for countywide Sonovoid Bridges

Litigation Arising out of Agreement: N/A

AGREEMENT DATE	DOLLAR AMOUNT OF ORIG.AGREEMENT	FINAL AMT. OF AGREEMENT	PERCENTAGE DIFFERENTIAL
(2) 7/23/2007	$ 49,942.15	$ 49,942.15	0 %

Name of Dept. & Summary of Professional Services performed: Miami Dade County Public Works Department Road, Bridge and Canal Maintenance Pine Tree Drive Bridge Structural Inspection & Repairs Design Phase 2

Litigation Arising out of Agreement: N/A

DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART III

A. How long has firm been in business? 120 yrs

B. Has the firm, or the principals of the firm, ever done business under another name or with another firm? NO
If so, attach separate sheet(s) listing same information as in parts I, II and III of this affidavit.

C. List firm's private sector business for the last five (5) years:

	NAME OF CLIENT	**DESCRIPTIVE TITLE OF PROJECT**
(1)		
(2)		
(3)		
(4)		
(5)		

(ADD EXTRA SHEET(S) IF NEEDED.)

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   1. A predecessor or successor of a person convicted of a public entity crime: or

   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Please indicate which statement applies.]**

✓ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, **AND [Please indicate which additional statement applies.]**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **[Please attach a copy of the final order.]**

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the

hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **[Please attach a copy of the final order.]**

_____The person or affiliate has not been placed on convicted vendor list. **[Please describe any action taken by or pending with the Florida Department of General Services.]**

MIAMI-DADE COUNTY DEPARTMENT DISCLOSURE AFFIDAVIT

Ordinance No. 93-129, as amended by Ordinance No. 00-18, is applicable to any provider of goods or services to the County who has a debarment history of poor performance on County Contracts or who have by their commission of crimes or the rendition of civil judgements, shown a lack of honesty and integrity.

Pursuant to Ordinance No. 00-18, the terms "vendor" and "consultant" have the same meaning as "contractor" and "subconsultant" has the same meaning as "subcontractor."

The Consultant shall comply with Miami-Dade County Ordinance No. 93-129 as amended by Ordinance No. 00-18, which prevents contractors, subcontractors, their officers, their principals, stockholders, and their affiliates who have been debarred by the County, from entering into contracts with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County contract.

It is the Consultant's responsibility to ascertain that none of the subcontractors, their officers, principals or affiliates, as defined in the ordinance, are debarred by the County pursuant to Ordinance No. 93-129 as amended by Ordinance No. 00-18 and Administrative Order 3-2 before submitting a proposal.

The Disclosure Affidavit pursuant to Ordinance No. 93-129 as amended by Ordinance No. 00-18 requires the Consultant to affirm, under oath, that neither the Consultant, its subcontractors, or their officers, principals or affiliates, as defined in the ordinance, are debarred by the County at the time of the response.

Any Consultant who fails to complete the Disclosure Affidavit pursuant to Ordinance No. 93-129, as amended, shall not be awarded a Contract with the County. Any contract or transaction entered into in violation of Ordinance No. 93-129 as amended by Ordinance No. 00-18 is void, and any person who willfully fails to disclose the required information or who knowingly discloses false information can be punished by civil or criminal penalties, or both, as provided for in the law.

Consultants shall also comply with Miami-Dade County Ordinance Nos. 93-137 which provides for penalties for any entity attempting to meet contractual obligations through fraud, misrepresentation, or material misstatement. In addition, the County shall, whenever practicable, terminate the contract. The County may also terminate or cancel any other contracts which such entity has with the County.

Pursuant to Ordinance No. 97-52, any entity attempting to comply with this Ordinance through fraud, misrepresentation or material misstatement may be debarred.

Consultant or his agents, officers, principals, stockholders, subcontractors or their affiliates shall affirm that they are not debarred by Miami- Dade County.

CRIMINAL RECORD AFFIDAVIT

Pursuant to Ordinance No. 94-34, as amended by Ordinance No. 00-30, failure to disclose convictions may result in debarment for those persons or entities who knowingly fail to make the required disclosure or falsify information.

Above named Firm/Respondent, as of the date of bid/proposal submission:

✓ has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of bid submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.
_____ has been convicted of a felony during the past ten (10) years, or as of the date of bid submission, has an officer, director or executive who has been convicted of a felony during the past ten (10) years.

CURRENT IN OBLIGATIONS TO THE COUNTY AFFIDAVIT

Pursuant to Ordinance 99-162, as amended by Ordinance 00-67, Resolution R-531-00 and Administrative Order 3-29, all contracts, business transactions and renewals thereof with the County shall require the individual or entity seeking to transact business with the County to verify that the individual or entity is current in the obligations to the County and is not otherwise in default of any County contract. Any contract or transaction entered into in violation of this Ordinance shall be voidable.

Further, failure to meet the terms and conditions of any obligation or repayment schedule shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

Above named Firm/Respondent, as of the date of bid submission, verifies that the individual or entity is current in its obligations to the County and is not otherwise in default of any County contract.

DISABILITY NONDISCRIMINATION CERTIFICATION

That the above named entity is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794
The Federal Transit Act, as amended 49 U.S.C. Section 1612
The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631
Miami-Dade County Resolution No. R-385-95.

Any contract entered into based upon a false certification submitted pursuant to resolution No. R-385-95 shall be voidable by the County. If any attesting firm violates any of the Acts during the term of any contract such firm has with the County, such contract shall be voidable by the County, even if the attesting firm was not in violation at the time it submitted its certification.

Pursuant to Resolution No. R-385-95, as amended by Resolution No. R-182-00, failure of the certifying firm to comply with the requirements of the Resolution may result in the debarment of those who knowingly violate the policy or falsify information.

FAMILY LEAVE PLAN CERTIFICATION

That in compliance with Ordinance No. 93-118 which amended Ordinance No. 91-142 of the Code of Miami Dade County, Florida, the above named entity provides the following information and is in compliance with all items in the aforementioned ordinance.

Employees, as defined in Section 2, Ordinance No. 93-118 and Chapter 11A of the Miami Dade County Code, shall be entitled to take leave on the same terms and conditions as are provided by Sections 102, 103, 104 and 108 of the Family and Medical Leave Act of 1993 (FMLA), Public Law No. 103-3, and any amendments thereto, with the exception of the following:

(a) An employee may also take leave under the ordinance to care for a grandparent with a serious health condition on the same terms and conditions as leave is permitted under the FMLA to care for a parent with a serious health condition.
(b) Employers are not required by the ordinance to maintain coverage under any group health plan for the duration of an employee's leave.
(c) Nothing in this ordinance shall be construed to affect any employee benefit plan that the employer may otherwise provide.

Pursuant to Ordinance No. 93-118, and Section 102 (Leave Requirements), Entitlement to Leave-Subject to section 103, an eligible employee shall be entitled to a total of 12 workweeks of leave during any 12-month period for one or more of the following:

(a) Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
(b) Because of the placement of a son or daughter with the employee for adoption or foster care.
(c) In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.
(d) Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

Pursuant to Ordinance No. 91-142, as amended by Ordinance No. 93-118 and Resolution Nos. R-1499-91 and R-183-00, successful bidders and proposers who are employers covered by the Family Leave Ordinance shall, as a condition of award, certify that they provide family leave to their employees as required by such ordinance. The obligation to provide family leave to their employees shall be a contractual obligation. Failure to comply with the requirements of this section may result in debarment.

DOMESTIC LEAVE CERTIFICATION

Pursuant to Ordinance No. 99-5 and Resolution No. R-185-00, prior to entering into any contract with the County, a firm desiring to do business with the County, shall as a condition of award, certify that the firm is in compliance with the Domestic Leave Ordinance No. 99-5. The obligation to provide domestic violence leave to their employees shall be a contractual obligation. Failure to comply with the requirements of Resolution No. R-185-00, as well as the Domestic Leave Ordinance, may result in the contract being declared void, the contract being terminated and/or the firm being debarred.

The entity named above certifies that the firm is in compliance with the Domestic Leave Ordinance, Ordinance No. 99-05.

MIAMI-DADE COUNTY REGARDING DELINQUENT AND CURRENTLY DUE FEES OR TAXES CERTIFICATION

Except for small purchase orders and sole source contracts, the above named entity verifies that all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses - which are collected in the normal course by the Miami-Dade County Tax Collector as well as Miami-Dade County issued parking tickets for vehicles registered in the name of the entity have been paid.

Pursuant to Section 2-8.6, as amended by Ordinance No. 00-30, failure to comply with the policy may result in debarment.

DRUG-FREE WORK PLACE CERTIFICATION

The entity named above certifies that the firm will provide a drug free workplace in compliance with Section 2-8.1.2 of the Code of Miami-Dade County as amended by Miami-Dade County Ordinance 00-30.
Pursuant to Ordinance No. 92-15, as amended by Ordinance No. 00-30, failure to comply with the policies in these Ordinances may result in debarment for those persons.

CODE OF BUSINESS ETHICS CERTIFICATION

In accordance with Resolution R-994-99 each person or entity that seeks to do business with Miami-Dade County shall adopt the Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics as follows:

The Miami-Dade County/Greater Miami Chamber of Commerce seeks to create and sustain an ethical business climate for its members and the community by adopting a Code of Business Ethics. Miami-Dade County/Greater Miami Chamber of Commerce encourages its members to incorporate the principles and practices outlined here in their individual codes of ethics, which will guide their relationships with customers, clients and suppliers. This Model Code can and should be prominently displayed at all business locations and may be incorporated into marketing materials. Miami-Dade County/Greater Miami Chamber of Commerce believes that its members should use this Code as a model for the development of their organizations' business codes of ethics.

This Model Code is a statement of principles to help guide decisions and actions based on respect for the importance of ethical business standards in the community. Miami-Dade County/Greater Miami Chamber of Commerce believes the adoption of a meaningful code of ethics is the responsibility of every business and professional organization.

By affixing a signature on this Single Execution Condition of Award Certification, the Contractor hereby agrees to comply with the principles of Miaml-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics. If the Contractor firm's code varies in any way, the Contractor must identify the difference(s) on separate documents attached to this Single Execution Condition of Award Certification.

Compliance with Government Rules and Regulations

- We the undersigned Contractor will properly maintain all records and post all licenses and certificates in prominent places easily seen by our employees and customers.

- In dealing with government agencies and employees we will conduct business in accordance with all applicable rules and regulations and in the open.

- We, the undersigned Contractor will report contract irregularities and other improper or unlawful business practices to the Ethics Commission, the Office of Inspector General or appropriate law enforcement authorities.

Recruitment, Selection and Compensation of Contractors, Consultants, Vendors, and Suppliers

- We, the undersigned Contractor will avoid conflicts of interest and disclose such conflicts when identified.

- Gifts that compromise the integrity of a business transaction are unacceptable; we will not kick back any portion of a contract payment to employees of the other contracting party or accept such kickback.

Business Accounting

- All our financial transactions will be properly and fairly recorded in appropriate books of account,and there will be no "off the books" transactions or secret accounts.

Promotion and Sales of Products and Services

- Our products will comply with all applicable safety and quality standards.

- We, the undersigned Contractor will promote and advertise our business and its products or services in a manner that is not misleading and doer, not falsely disparage our competitors.

- We, the undersigned Contractor will conduct business with government agencies and employees in a manner that avoids even the appearance of impropriety. Efforts to curry political favoritism are unacceptable.

- Our proposal will be competitive, appropriate to the request for proposals/qualifications documents and arrived at independently.

- Any changes to contracts awarded will have a substantive basis and not be pursued merely because we are the successful Contractor.

- We, the undersigned Contractor will, to the best of our ability, perform government contracts awarded at the price and under the terms provided for in the contract. We will not submit inflated invoices for goods provided or

services performed under such contracts, and claims will be made only for work actually performed. We will abide by all contracting and subcontracting regulations.

- We, the undersigned Contractor will not, directly or indirectly, offer to give a bribe or otherwise channel kickbacks from contracts awarded, to government officials, their family members or business associates.

- We, the undersigned Contractor will not seek or expect preferential treatment on proposals based on our participation in political campaigns.

Public Life and Political Campaigns

- We, the undersigned Contractor encourage all employees to participate in community life, public service and the political process to the extent permitted by law.

- We, the undersigned Contractor encourage all employees to recruit, support and elect ethical and qualified public officials and engage them in dialogue and debate about business and community issues to the extent permitted by law.

- Our contributions to political parties, committees or individuals will be made only in accordance with applicable laws and will comply with all requirements for public disclosure. All contributions made on behalf of the business must be reported to senior company management.

- We, the undersigned Contractor will not contribute to the campaigns of persons who are convicted felons or those who do not sign the Fair Campaign Practices Ordinance.

- We, the undersigned Contractor will not knowingly disseminate false campaign information or support those who do.

Pass-through Requirements

- This Code prohibits pass-through payments whereby the prime firm requires that the MBE firm accepts payments as an MBE and passes through those payments to another entity.

Rental Space, Equipment and Staff Requirements or Flat Overhead Fee Requirements

- This Code prohibits rental space requirements, equipment requirements, staff requirements and/or flat overhead fee requirements, whereby the prime firm requires the MBE firm to rent space, equipment and/or staff from the prime firm or charges a flat overhead fee for the use of space, equipment, secretary, etc.

MBE Staff Utilization

- This Code prohibits the prime firm from requiring the MBE firm to provide more staff then is necessary and then utilizing the MBE staff for other work to be performed by the prime firm.

This Code also requires that on any contract where MBE participation is purported, the contract shall specify essential terms including, but not limited to, a specific statement regarding the percent of participation planned for MBEs, the timing of payments and when the work is to be performed.

DEPARTMENT OF BUSINESS DEVELOPMENT
AFFIRMATIVE ACTION PLAN SECTION

ORDINANCE NO. 98-30
AAP/PP AFFIDAVIT

Pursuant to Miami-Dade County's Ordinance No. 98-30, Section 2-8.1.5, entities with annual gross revenues in excess of $5,000,000 seeking to contract with the County shall as a condition of receiving a County contract have: 1) a written affirmative action plan which sets forth the procedures the entity utilizes to assure that it does not discriminate in its employment and promotion practices: and 2) a written procurement policy which sets forth the procedures the entity utilizes to assure that it does not discriminate against minority - and women – owned businesses in its own procurement of goods, supplies and services. Such affirmative action plans and procurement policies shall provide for periodic review to determine their effectiveness in assuring the entity does not discriminate in its employment, promotion and procurement practices. The foregoing not withstanding, corporate entities whose board of directors are representative of the population make-up of the nation shall be presumed to have non-discriminatory employment and procurement policies, and shall not be required to have written affirmative action plans and procurement policies in order to receive a County contract. The foregoing presumption may be rebutted. The requirements of this section may be waived upon written recommendation of the County Manager that it is in the best interest of the County to do so and approval of the County Commission by majority vote of the members present.

Based on the above, please check the appropriate space below, and complete the affidavit as directed:

✓ My firm provides engineering, architectural, landscape architectural, land surveying and mapping services. My firm has forwarded our affirmative action to the Department of Business Development for review.

____ My firm has annual gross revenues in excess of $5,000,000. My firm's affirmative action plan and procurement policy has been forwarded to the Department of Business Development for review.

____ My firm has annual gross revenues less than $5,000,000. Therefore, Ordinance No. 98-30 is not applicable.

____ My firm has a Board of Directors which is representative of the population make-up of the nation. (Complete the following Affirmative Action Plan exemption affidavit)

If at any time the Department of Business Development (DBD) has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, DBD may refer the matter to the State Attorney's Office and/or other investigative agencies. DBD may initiate debarment and/or pursue other legal remedies in accordance with Miami-Dade County policy and/or applicable federal, state and local laws.

The undersigned swears that the foregoing statements are true and correct. If after executing this affidavit there are any changes in the information submitted, the undersigned agrees to immediately inform DBD of such changes in writing.

For Questions regarding these requirements contact the Department of Business Development at (305) 349-5960

AFFIRMATIVE ACTION PLAN EXEMPTION AFFIDAVIT

Project No.:_____ Date: _____
Project Title: _____

STATE OF FLORIDA)
SS
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared:_____after being first dully sworn, upon oath deposes and says that he is an authorized representative of:

_____
(Legal name, Corporation, Partnership, Firm, Individual)
hereinafter called Firm/Respondent) located at _____ (address, city, state)
and, that said Firm/Respondent has a Board of Directors which is representative of the population make-up of the nation and hereby claims exemption in accordance with the requirements of Ordinance 98-30. Said respondent has a current Board of Directors Disclosure form as required by Ordinance 98-30, processed and approved for filing with Miami-Dade County Department of Business Development (DBD) under File No. _____ and the expiration date of _____

Witness: _____ By
(Signature) (Signature)
Witness: _____ _____
(Signature) (Legal Name and Title)

The foregoing instrument was acknowledged before me this _____ day of _____ 20____

FOR A CORPORATION, PARTNERSHIP, OR JOINT VENTURE:

by: _____ Having the title of _____
( ) a _____corporation ( ) partnership ( ) joint venture
He/She is ( ) personally known to me, or
( ) has produced _____ As identification.

Notary Seal: Notary Signature: _____
Type or print name:_____

Please note:
Ordinance 82-37 requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with the County.

Ordinance 98-30 requires firms with annual gross revenues in excess of five (5) million dollars have an affirmative action plan/procurement policy on file with the County. Firms that have Boards of Directors that are representative of the population make-up of the nation are exempt.

For Questions regarding these requirements contact the Department of Business Development at (305) 349-5960

This affidavit must be properly executed by the respondent and included in the proposal/bid.

FAIR SUBCONTRACTING POLICIES CERTIFICATION (ORDINANCE 97-35)

All selected proposers on County contracts in which subcontractors may be used shall be subject to and comply with Ordinance 97-35 as amended, requiring proposers to provide a detailed statement of their policies and procedures for awarding subcontracts which:

a) notifies the broadest number of local subcontractors of the opportunity to be awarded a subcontract;
b) invites local subcontractors to submit bids/proposals in a practical, expedient way;
c) provides local subcontractors access to information necessary to prepare and formulate a subcontracting bid/proposal;
d) allows local subcontractors to meet with appropriate personnel of the proposer to discuss the proposer's requirements; and
e) awards subcontracts based on full and complete consideration of all submitted proposals and in accordance with the proposer's stated objectives.

All proposers seeking to contract with the County shall, as a condition of award, provide a statement of their subcontracting policies and procedures. Proposers who fail to provide a statement of their policies and procedures may not be recommended by the County Manager for award by the Board of County Commissioners.

The term "local" means having headquarters located in Miami-Dade County or having a place of business located in Miami-Dade County from which the contract or subcontract will be performed.

The term "subcontractor" means a business independent of a Proposer that may agree with the Proposer to perform a portion of a contract.

The term "subcontract" means an agreement between a Proposer and a subcontractor to perform a portion of a contract between the Proposer and the County.

REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS ON COUNTY CONTRACTS CERTIFICATION:

In accordance with Ordinance 97-104, amended by Ordinance 00-30, all successful bidders and proposers on County contracts for purchases of supplies, materials or services, including professional services, which involve the expenditures of $100,000 or more and all bidders or proposers on County or Public Health Trust construction contracts which involve the expenditure of $100,000 or more shall provide, as a condition of award, a listing which identifies all first tier subcontractors who will perform any part of the contract work and describes the portion of the work such subcontractor will perform, and all suppliers who will supply materials for the contract work direct to the bidder or proposer and describes the materials to be so supplied. Failure to comply with this policy may result in debarment.

A bidder or proposer who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the work to be performed or materials to be supplied fr0om those identified in the listing provided except upon written approval by the County.

FALSE CLAIMS ORDINANCE AFFIDAVIT

The purpose of the Miami-Dade County False Claims Ordinance No. 99-152 is to deter persons from knowingly causing or assisting in causing the County to pay claims that are false, fraudulent, or inflated, and to provide remedies for obtaining damages and civil penalties of the County when money is sought or obtained from the County by reason of a false claim. "Claim" means any invoice, statement, request, demand, lawsuit, or action under contract or otherwise for money, property or services made to any employee, officer, or agent of the County, or to any contractor, grantee, or other recipient if any portion of the money, property, or services requested or demanded was issued from or was provided by the County (hereinafter "County funds")

Additionally, Management shall maintain a final bid takeoff, that is, the final estimate, tabulation, or worksheet prepared by the bidder in anticipation of the bid submitted and which shall reflect the final bid price. The final bid takeoff shall contain a line item for allocation of overhead costs. The final bid takeoff is a condition precedent to submitting a claim under the Contract Any violation of this ordinance may result in the sanctions provided for in the ordinance, including debarment.

This single execution shall have the same force and effect as if each of the above affidavits had been individually executed.

The applicable affidavits pertaining to Architectural/Engineering Services, RFQ's, RFP's, and Bids will apply accordingly.

By: Timothy J. Nolan
Signature of Affiant

Timothy J. Nolan — 13-1842518
Printed Name of Affiant and Title — Federal Employment Identification Number

SUBSCRIBED AND SWORN TO (or affirmed) before me this 19th day of December, 2008
He/She is personally known to me or has presented _____ as identification.
Type of identification

Sabrina R. Sanchez — DD0650645
Signature of Notary — Serial Number

SABRINA R SANCHEZ — 6-22-2011
Print or Stamp Name of Notary — Expiration Date

Notary Public - State of

Notary Seal

SABRINA R. SANCHEZ
Comm# DD0650645
Expires 6/22/2011
Florida Notary Assn., Inc

SRP

ARCHITECTURE & ENGINEERING UTILIZATION REPORT

☐ MONTHLY REPORT (PARTS 1A & 1B) ☐ FINAL REPORT (PARTS 1A, 2 & 3)

DBD DEPARTMENT OF BUSINESS DEVELOPMENT

PARTS 1A & 1B This part is to be completed by the Prime Consultant and forwarded to the User Department

This report is required by Miami-Dade County. Failure to comply may result in MDC commencing proceedings to impose sanctions on the successful bidder, in addition to pursuing any other available legal remedy. Sanctions may include the suspension of any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any further contracts awarded by MDC. Pursuant to Florida Statues (F.S.) 837.06, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of their official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in F.S. 755.082, F.S. 755.083 and F.S. 755.084.

A					
REPORTING PERIOD		PROJECT NAME		PROJECT NO.	
FROM:		PROJECT LOCATION		NTP DATE	
TO:		USER DEPARTMENT			
		USER DEPT. PROJ. MANAGER		PHONE		FACSIMILE	
AMOUNT REQUISITIONED THIS PERIOD	$ -	AMOUNT REQUISITIONED TO DATE		AMOUNT PAID TO DATE	
AMOUNT SUBS REQUISITIONED THIS PERIOD	$ -	AMOUNT SUBS REQUISITIONED TO DATE		AMOUNT PAID TO SUBS TO DATE	

PRIME CONTRACTOR			CONTRACT AWARD		CHANGE ORDER MODIFICATION AMOUNT	ADDITIONAL SERVICES AMOUNT
			DATE	AGREEMENT AMOUNT		
NAME OF FIRM						
ADDRESS			SCHEDULE COMPLETION DATE		PERCENTAGE OF CONTRACT COMPLETED	
TELEPHONE		FACSIMILE	PROJECT MANAGER (PRIME CONTR.)			

B SUBCONSULTANTS

NAME OF SUBCONSULTANT	AGREEMENT AMOUNT	DESCRIPTION OF WORK	GOAL (IF APPLICABLE) %	$ AMOUNT SUB REQUISITIONED THIS PERIOD	AMOUNT PAID TO SUB TO DATE	ACTUAL STARTING DATE	SCHEDULED COMPLETION DATE

AUTHORIZED SIGNATURE OF PRIME CONTRACTOR	PRINT NAME	TITLE	DATE
		Project Manager	

COUNTY USE This part is to be completed by the User Department and forwarded to DBD upon approval.

AUTHORIZED SIGNATURE OF PROJECT MANAGER	PRINT NAME	DATE

1 11

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/22/08

PRODUCER 1-770-552-4225
Ames & Gough
3944
450 Northridge Parkway
Suite 102
Atlanta, GA 30350

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Hardesty & Hanover, LLP
5979
1501 Broadway
New York, NY 10036

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Insurance Company	02563
INSURER B: Steadfast Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	9434236-00	11/01/08	11/01/09	EACH OCCURRENCE	$1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$300,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$10,000
		X Contractual Liability				PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$2,000,000
		POLICY X PRO-JECT X LOC					
A		AUTOMOBILE LIABILITY	9433500-00	11/01/08	11/01/09	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
		X ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		X HIRED AUTOS				BODILY INJURY (Per accident)	$
		X NON-OWNED AUTOS					
		X Hired Physical Damage				PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
B		EXCESS/UMBRELLA LIABILITY	5940774-00	11/01/08	11/01/09	EACH OCCURRENCE	$5,000,000
		OCCUR CLAIMS MADE				AGGREGATE	$5,000,000
							$
		DEDUCTIBLE					$
		X RETENTION $ 10,000					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	9433501-00	11/01/08	11/01/09	X WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$1,000,000
						E.L. DISEASE - POLICY LIMIT	$1,000,000
A		OTHER Valuable Records	CPP 9433490-00	11/01/08	11/01/09	Limit	500,000

APPROVED AS TO INSURANCE REQUIREMENTS
Rosa Jones
RISK MANAGEMENT DIVISION
DATE 12/29/08

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: Design and Post Design Services for Miami Avenue Twin Bascule Bridges Repairs, Within Commission District 5, OCI Project No. E08-PW-02, GOB. H&H #2552. Miami-Dade County are named as additional included as additional insured where required by written contract and allowed by law.

CERTIFICATE HOLDER

Miami-Dade County
Risk Management Division

111 N.W. First Street
Suite 2340
Miami, FL 33128

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

Certificate Delivery by CertificatesNow - www.ConfirmNet.com - 877.669.8600

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/22/08

PRODUCER
Ames & Gough 3944
450 Northridge Parkway
Suite 102
Atlanta, GA 30350
1-770-552-4225

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Hardesty & Hanover, LLP 5979
1501 Broadway
New York, NY 10036

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Beazley Insurance Company	11442
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		☐ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		☐ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		☐ ANY AUTO	APPROVED AS TO INSURANCE REQUIREMENTS				
		☐ ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		☐ SCHEDULED AUTOS					
		☐ HIRED AUTOS				BODILY INJURY (Per accident)	$
		☐ NON-OWNED AUTOS	RISK MANAGEMENT DIVISION				
			DATE 12/29/08			PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
							$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Professional Liability	V15JHV08PNPM	01/01/08	01/01/09	Per Claim	5,000,000
						Aggregate	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: Design and Post Design Services for Miami Avenue Twin Bascule Bridges Repairs, Within Commission District 5, OCI Project No. E08-PW-02, GOB. H&H #2552.

CERTIFICATE HOLDER

Miami-Dade County
Risk Management Division

111 N.W. First Street
Suite 2340
Miami, FL 33128

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/22/08

PRODUCER 1-770-552-4225
Ames & Gough 3944
450 Northridge Parkway
Suite 102
Atlanta, GA 30350

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Hardesty & Hanover, LLP 5979
1501 Broadway
New York, NY 10036

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Beazley Insurance Company	11 442
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		CLAIMS MADE OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Professional Liability	V15Q8T09PNPA	01/01/09	01/01/10	Per Claim	5,000,000
						Aggregate	10,000,000

APPROVED AS TO INSURANCE REQUIREMENTS
Rosa Harris
RISK MANAGEMENT DIVISION
DATE 12/29/08

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: Design and Post Design Services for Miami Avenue Twin Bascule Bridges Repairs, Within Commission District 5, OCI Project No. E08-PW-02, GOB. H&H #2552.

CERTIFICATE HOLDER

Miami-Dade County
Risk Management Division

111 N.W. First Street
Suite 2340
Miami, FL 33128
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Certificate Delivery by CertificatesNow - www.ConfirmNet.com - 877.669.8600

MIAMI-DADE COUNTY
BOARD OF COUNTY COMMISSIONERS
OFFICE OF THE COMMISSION AUDITOR

Legislative Notes

Agenda No.:	**8(P)1(E)**
File Number:	**090989**
Committee(s) of Reference:	**Board of County Commissioners**
Date of Analysis:	**April 23, 2009**
Commission District:	**5**
Type of Item:	Contract Award

Summary

This resolution approves a Non-exclusive Professional Services Agreement to Hardesty & Hanover, LLP (H & H) for the preparation of complete construction plans (Design) for the repairs to the existing twin Miami Avenue Bascule Bridges in the amount of $333,973.67. The Building Better Communities General Obligation Bond proceeds will be used to fund the design work. It is expected that the construction cost will not exceed $2.8 million.

No Violations were reported for Hardesty & Hanover, LLP.

Background and Relevant Information

Public Works Department currently operates and maintains six (6) draw and one (1) horizontal swing (movable) bridges. The swing bridge crosses the Tamiami (C-4) Canal, four (4) draw bridges are located along the Miami River and two (2) draw bridges exist along the Venetian Causeway. The remaining draw bridges along the Miami River, Biscayne Bay and the Intracoastal Waterway are maintained by the Florida Department of Transportation (FDOT) with the exception of one (1) bridge that is located on, and maintained by, the City of Bay Harbor Island.

H & H has performed bridge design work in the past. The Office of Capital Improvement's CIIS system shows H & H has received 7 contracts for bridge related work. H & **H** was also the sub contractor to the lead design PCL Civil Constructors, Inc. at the N.W. 17 Ave Bascule Bridge Replacement project.

On February 5, 2008, the Board of County Commissioners (BCC), through Resolution 110-08, approved the following 2 Change Orders for PCL Civil Constructors, Inc.: (1) Change Order No. 1 in the amount of $1,417,368.67 for structural repairs at the N.W. 17 Avenue Bascule Bridge and; (2) Change Order No. 2

in the amount of $2,025,569.98 for electrical and mechanical repairs at the same location. Secondary Gas Tax was used to fund Change Order No. 2.

Change Order No. 1 stated that PCL Civil Constructors, Inc., through H & H was responsible for the design of: (1) new steel on the bascule leafs, including the first floorbeam; concrete deck and the flanking spans; new end locks; and new steel components be designed with latest AASHTO Standard Specifications for Highway Bridges, Moveable Bridges, and FDOT Structures Design Guidelines.

The Miami Avenue Bridge was completed in or around 1985. According to the Miami Avenue Inspection Report performed by FDOT on January 25, 2008, north bound lanes contain fractural critical components; and the south bound lanes demonstrated structural deficiencies.

Budgetary Impact
The annual operating cost is $212,992; and the annual maintenance cost is $160,894. The Secondary Gas Tax (SGT) will be utilized to cover these costs.

The County depends on the SGT for the funding of construction, reconstruction, and maintenance of our roadways. As shown in the Revenue Estimating Chart below, the SGT collection is not anticipated to grow at levels experienced in recent years. For example, the preliminary SGT collection figures for FY 2008-09 show a decrease of 14% and a 18% decrease for FY 2009-10 from FY 2007-08. Should this trend continue, adjustments may have to be made to future SGT obligations.

Historical Data ($ in 000s)							**Projections**	
Actuals FY 01-02	Actuals FY 02-03	Actuals FY 03-04	Actuals FY 04-05	Actuals FY 05-06	Actuals FY 06-07	Actuals FY 07-08	Projected FY 08-09	Projected FY 09-10
$12,212	$12,707	$13,403	$14,007	$13,719	$13,820	$14,849	**$12,732**	**$12,230**

Comments
According to OCI's CIIS database, H & H has 7 contracts since December 1, 2005 with the County. However, no performance evaluations are offered because the projects are in preliminary stages. Administrative Order 3-42 - *Evaluation and Suspension of Contractors and Consultants*, states that "all contractors and consultants shall be evaluated for their performance at least once on each capital improvements contract or agreement."

Increasingly, staff, and more importantly, the BCC are relying on performance evaluations when considering award recommendations for capital improvement consultants and contractors. Recently, there have been a number of incidents where firms has been considered for an award by the BCC and no performance evaluation for prior work performed by that firm had been completed in the CIIS. **During the February 11, 2009 Transportation, Infrastructure and Roads Committee meeting, Commissioner Rolle requested that OCI assure contractor performance evaluation information be included in award recommendations.**

Prepared by: Michael Amador-Gil