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

# MEMORANDUM

**Date:** March 2, 2010

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

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

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

**Resolution No. R-231-10**

**Subject:** Contract Award Recommendation in the Amount of $1,969,457.74 between Hardesty & Hanover, LLP and Miami-Dade County for the General Obligation Bond (GOB) Project Entitled Design Services for the Replacement of the Tamiami Swing Bridge, Located within Commission District 5 (Project No: E08-PW-03 GOB; Contract No: 20080236)

## Recommendation

This Recommendation for Award for Professional Services Agreement (PSA) Contract No. 20080236 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 Replacement of the Tamiami Swing Bridge

**PROJECT NO:** E08-PW-03 GOB

**CONTRACT NO:** 20080236

**PROJECT DESCRIPTION:** The Miami-Dade County Public Works Department (PWD) has the need to establish one (1) Non-exclusive Professional Services Agreement (PSA) to provide Engineering design and construction services in the preparation of complete construction documents for the replacement of the existing Tamiami Swing Bridge (Bridge No. 874135). The project shall include the complete replacement of the bridge with a single leaf bascule bridge. Scope of work includes, but is not limited to: roadway approaches, maintenance of traffic, utility impacts, geotechnical testings, preparation of any required Special Provisions, quantities, cost estimates, load rating, permits and all of the necessary incidental items for a complete project.

The Consultant will be required to become familiar with the existing bridge as well as any existing documents, such as plans, studies, and to incorporate any findings in the preparation of the required documents in order to allow PWD to secure a construction bid.

**PROJECT LOCATION:** 2000 NW South River Drive

| PROJECT SITES: | SITE # | LOCATION 1 | DIST | ESTIMATE | T-S-R |
|---|---|---|---|---|---|
| | #70337 | 2000 NW S RIVER DR , 33125 | 5 | $1,969,457.74 | 53-34-41 |

**PRIMARY COMMISSION DISTRICT:** District 5 Bruno A. Barreiro

**APPROVAL PATH:** Board of County Commissioners

**OCI A&E PROJECT NUMBER:** E08-PW-03 GOB

**USING DEPARTMENT:** Public Works Department

**MANAGING DEPARTMENT:** Public Works Department

## Fiscal Impact / Funding Source

**OPERATIONS COST IMPACT / FUNDING:** This agreement is for design services. Once the project is constructed the estimated annual operation cost is approximately $212,992.00. The funding source to be utilized is anticipated to be from the General Fund.

**MAINTENANCE COST IMPACT / FUNDING:** This agreement is for design services. Once the project is constructed the estimated annual maintenance cost is approximately $64,081.00 The funding source to be utilized is anticipated to be from the General Fund.

**LIFE EXPECTANCY OF ASSET:** The life expectancy is approximately 75 years.

**PTP FUNDING:** No

**GOB FUNDING:** Yes

**ARRA FUNDING:** No

**CAPITAL BUDGET PROJECT:**

| CAPITAL BUDGET PROJECT # - DESCRIPTION | AWARD ESTIMATE |
|---|---|
| 604790- RENOVATION OF THE TAMIAMI SWING BRIDGE Book Page: 67 Funding Year: Proposed Capital Budget Book for FY 2009-10, Prior Years' Funds. (The total available funding for from prior years' is $2,000,000.00). | $1,969,457.74 |

**GOB PROJECT:**

| GOB PROJECT # - DESCRIPTION | AWARD ESTIMATE |
|---|---|
| 138- Tamiami Swing Bridge | $1,969,457.74 |

**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 | 9.01 | SOILS, FOUNDATIONS AND MATERIALS TESTING - DRILLING, SUBSURFACE INVESTIGATIONS AND SEISMOGRAPHIC SERVICES |
| Other | 9.02 | SOILS, FOUNDATIONS AND MATERIALS TESTING - GEOTECHNICAL AND MATERIALS ENGINEERING SERVICES |
| Other | 12.00 | GENERAL MECHANICAL ENGINEERING |
| Other | 13.00 | GENERAL ELECTRICAL ENGINEERING |
| Other | 15.01 | SURVEYING AND MAPPING - LAND SURVEYING |

**SUSTAINABLE BUILDINGS ORDINANCE:** (I.O NO. 8-8)
Did the Notice to Professional Consultants contain Specific Language requiring compliance with the Sustainable Buildings Program? Not Applicable.

**NTPC'S DOWNLOADED:** 114

**PROPOSALS RECEIVED:** 6

**CONTRACT PERIOD:**
1825 Days. (5 years: Design and permitting 2 years; Bidding 9 months; Construction 2 years; Testing and acceptance 3 months). This Agreement shall remain in full force and effect for five (5) 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:** $1,818,182.00

**BASE CONTRACT AMOUNT:** $1,790,416.13

| CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE): | TYPE | PERCENT | AMOUNT | COMMENT |
|---|---|---|---|---|
| | PSA | 10% | $179,041.61 | |

| | |
|---|---|
| **TOTAL DEDICATED ALLOWANCE:** | $0.00 |
| **TOTAL AMOUNT:** | $1,969,457.74 |

## Track Record / Monitor

| | |
|---|---|
| **SBD HISTORY OF VIOLATIONS:** | None. |
| **EXPLANATION:** | The First-Tier meeting took place on May 18, 2009 and the Competitive Selection Committee (CSC) ranked Hardesty & Hanover, LLP first out of six (6) firms. The Second-Tier meeting was waived; the negotiations with the firm commenced and were concluded on July 30, 2009.<br><br>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 eight (8) awarded contracts all with PWD. The referenced database also lists four (4) performance evaluations with an average score of 3.7 out of 4.0 possible points. This represents above average performance.<br><br>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:** | 4/29/2009 |
| **ESTIMATED NOTICE TO PROCEED:** | 4/1/2010 |
| **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:** | 122 - 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 nine (9) contracts in the last five (5) years for a total of dollar value of $1,032,364.69. |
| **SUBCONSULTANTS:** | EAC Consulting, Inc., C.A.P. Engineering, Inc., Geosol, Inc., Manuel G. Vera & Associates, Inc., Woolpert, Inc., Savino & Miller Design Studio, P.A., Nova Consulting, Inc. |

| | | | | |
|---|---|---|---|---|
| **MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS:** | No | | | |
| **REVIEW COMMITTEE:** | **MEETING DATE:** 2/4/2009 **SIGNOFF DATE:** 2/4/2009 | | | |
| **RESPONSIBLE WAGES:** | No | | | |
| **REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:** | **TYPE** | **GOAL** | **ESTIMATED VALUE** | **COMMENT** |
| | CBE | 15.00% | $295,418.66 | |
| | 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 existing bridge is a Warren Pony Truss Swing Bridge located on NW South River Drive between NW 19th Street and NW 32nd Avenue. Built in 1921 and relocated to its current location in the early 1940's, the existing bridge crosses the Tamiami Canal (C-4) and is one of the oldest bridges on the Miami River system.

The bridge has deteriorated over the years and has suffered structural damage due to age and vehicular and vessel impacts. This deterioration has caused restrictions on the allowed loads on the bridge.

The bridge is also classified as functionally obsolete and there are concerns about vehicular and pedestrian safety and also about future capacity needs. The Florida Department of Transportation (FDOT) has identified this bridge as structurally deficient and has given it a Sufficiency rating of 26 out of 100. Any bridge with a rating under 50 is eligible for replacement.

PWD has already completed a major rehabilitation project that addressed deficiencies in the operating system and a few of the most urgent structural repairs. The construction contract amount was $ 890,000. Although this rehabilitation has allowed for the continued operation of the bridge for an estimated 5 to 10 years, major deficiencies still exist that require the complete replacement of the bridge.

**DEPARTMENT FINANCE:** _____ 10/23/09
**DEPT FINANCE OFFICER:** **DATE:**

**INDEX CODES:** CPD138PW1302.99021 9/10/09 10/23/09

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**BUDGET APPROVAL FUNDS AVAILABLE:** _____ 12/23/09 12/24/09
**OSBM DIRECTOR** **DATE**

**APPROVED AS TO LEGAL SUFFICIENCY:** _____ 12/30/09
**COUNTY ATTORNEY** **DATE**

**CAPITAL IMPROVEMENTS CONCURRENCE:** N/A _____ FOR GN. 12/30/09.
**OCI DIRECTOR** **DATE**

_____ _____
**ASSISTANT COUNTY MANAGER** **DATE**

**CLERK DATE** _____
**DATE**

# MEMORANDUM

(Revised)

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

**DATE:** March 2, 2010

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

**SUBJECT:** Agenda Item No. 8(P)(1)(B)

**Please note any items checked.**

| | |
|---|---|
| _____ | **"3-Day Rule" for committees applicable if raised** |
| _____ | **6 weeks required between first reading and public hearing** |
| _____ | **4 weeks notification to municipal officials required prior to public hearing** |
| _____ | **Decreases revenues or increases expenditures without balancing budget** |
| _____ | **Budget required** |
| _____ | **Statement of fiscal impact required** |
| _____ | **Ordinance creating a new board requires detailed County Manager's report for public hearing** |
| _____ | **No committee review** |
| _____ | **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____ ) to approve** |
| ✓ | **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required** |

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(1)(B)
3-2-10

RESOLUTION NO. **R-231-10**

RESOLUTION APPROVING A CONTRACT AWARD RECOMMENDATION IN THE AMOUNT OF $1,969,457.74 BETWEEN HARDESTY & HANOVER, LLP AND MIAMI-DADE COUNTY FOR THE GENERAL OBLIGATION BOND (GOB) PROJECT ENTITLED DESIGN SERVICES FOR THE REPLACEMENT OF THE TAMIAMI SWING BRIDGE, LOCATED WITHIN COMMISSION DISTRICT 5 (PROJECT NO. E08-PW-03 GOB; CONTRACT NO. 20080236)

**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 $1,969,457.74 between Hardesty & Hanover, LLP and Miami-Dade County for the General Obligation Bond (GOB) Project Entitled Design Services for the Replacement of the Tamiami Swing Bridge, located within Commission District 5 (Project No. E08-PW-03 GOB; Contract No. 20080236) in substantially the form attached hereto and made a part hereof.

The foregoing resolution was offered by Commissioner **Jose "Pepe" Diaz** , who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

| | | | |
|---|---|---|---|
| Dennis C. Moss, Chairman | aye | | |
| Jose "Pepe" Diaz, Vice-Chairman | aye | | |
| Bruno A. Barreiro | absent | Audrey M. Edmonson | aye |
| Carlos A. Gimenez | absent | Sally A. Heyman | aye |
| Barbara J. Jordan | aye | Joe A. Martinez | aye |
| Dorrin D. Rolle | aye | Natacha Seijas | aye |
| Katy Sorenson | aye | Rebeca Sosa | aye |
| Sen. Javier D. Souto | aye | | |

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of March, 2010. 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: **DIANE COLLINS**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Hugo Benitez

**RENOVATION OF THE TAMIAMI SWING BRIDGE** **PROJECT # 604790**

DESCRIPTION: Replace the existing swing bridge with a single leaf bascule bridge

LOCATION: 2000 S River Dr
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 | 6,475 | 2,070 | 655 | 3,800 | 6,000 | 0 | 0 | 19,000 |
| **TOTAL REVENUE:** | **0** | **6,475** | **2,070** | **655** | **3,800** | **6,000** | **0** | **0** | **19,000** |

| EXPENDITURE SCHEDULE: | PRIOR | 2008-09 | 2009-10 | 2010-11 | 2011-12 | 2012-13 | 2013-14 | FUTURE | TOTAL |
|---|---|---|---|---|---|---|---|---|---|
| Planning and Design | 0 | 710 | 2,070 | 655 | 0 | 0 | 0 | 0 | 3,435 |
| Construction | 0 | 5,765 | 0 | 0 | 3,800 | 6,000 | 0 | 0 | 15,565 |
| **TOTAL EXPENDITURES:** | **0** | **6,475** | **2,070** | **655** | **3,800** | **6,000** | **0** | **0** | **19,000** |

Phased

**RESURFACE ARTERIAL STREETS - ROAD IMPACT FEE DISTRICT 1** **PROJECT # 6030081**

DESCRIPTION: Resurface arterial streets to include: paving, widening, drainage, and striping

LOCATION: Road Impact Fee District 1
Various Sites

DISTRICT LOCATED: 6 , 7 , 10 , 12
ESTIMATED ANNUAL OPERATING IMPACT: Minimal
DISTRICT(s) SERVED: 6 , 7 , 10 , 12

| REVENUE SCHEDULE: | PRIOR | 2008-09 | 2009-10 | 2010-11 | 2011-12 | 2012-13 | 2013-14 | FUTURE | TOTAL |
|---|---|---|---|---|---|---|---|---|---|
| Road Impact Fees | 3,065 | 7 | 77 | 77 | 10 | 77 | 0 | 0 | 3,313 |
| **TOTAL REVENUE:** | **3,065** | **7** | **77** | **77** | **10** | **77** | **0** | **0** | **3,313** |

| EXPENDITURE SCHEDULE: | PRIOR | 2008-09 | 2009-10 | 2010-11 | 2011-12 | 2012-13 | 2013-14 | FUTURE | TOTAL |
|---|---|---|---|---|---|---|---|---|---|
| Construction | 3,065 | 7 | 77 | 77 | 10 | 77 | 0 | 0 | 3,313 |
| **TOTAL EXPENDITURES:** | **3,065** | **7** | **77** | **77** | **10** | **77** | **0** | **0** | **3,313** |

**RESURFACE ARTERIAL STREETS - ROAD IMPACT FEE DISTRICT 2** **PROJECT # 608100**

DESCRIPTION: Resurface arterial streets to include: paving, widening, drainage, and striping

LOCATION: Road Impact Fee District 2
Various Sites

DISTRICT LOCATED: 2 , 3 , 4 , 5 , 6 , 7
ESTIMATED ANNUAL OPERATING IMPACT: Minimal
DISTRICT(s) SERVED: 2 , 3 , 4 , 5 , 6 , 7

| REVENUE SCHEDULE: | PRIOR | 2008-09 | 2009-10 | 2010-11 | 2011-12 | 2012-13 | 2013-14 | FUTURE | TOTAL |
|---|---|---|---|---|---|---|---|---|---|
| Road Impact Fees | 999 | 19 | 0 | 0 | 0 | 246 | 0 | 0 | 1,264 |
| **TOTAL REVENUE:** | **999** | **19** | **0** | **0** | **0** | **246** | **0** | **0** | **1,264** |

| EXPENDITURE SCHEDULE: | PRIOR | 2008-09 | 2009-10 | 2010-11 | 2011-12 | 2012-13 | 2013-14 | FUTURE | TOTAL |
|---|---|---|---|---|---|---|---|---|---|
| Construction | 999 | 19 | 0 | 0 | 0 | 246 | 0 | 0 | 1,264 |
| **TOTAL EXPENDITURES:** | **999** | **19** | **0** | **0** | **0** | **246** | **0** | **0** | **1,264** |

**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 | 2009-10 | 2010-11 | 2011-12 | 2012-13 | 2013-14 | 2014-15 | FUTURE | TOTAL |
|---|---|---|---|---|---|---|---|---|---|
| Building Better Communities GOB Program | 140 | 685 | 175 | 0 | 0 | 0 | 0 | 0 | 1,000 |
| **TOTAL REVENUE:** | **140** | **685** | **175** | **0** | **0** | **0** | **0** | **0** | **1,000** |

| EXPENDITURE SCHEDULE: | PRIOR | 2009-10 | 2010-11 | 2011-12 | 2012-13 | 2013-14 | 2014-15 | FUTURE | TOTAL |
|---|---|---|---|---|---|---|---|---|---|
| Planning and Design | 140 | 15 | 0 | 0 | 0 | 0 | 0 | 0 | 155 |
| Construction | 0 | 670 | 175 | 0 | 0 | 0 | 0 | 0 | 845 |
| **TOTAL EXPENDITURES:** | **140** | **685** | **175** | **0** | **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 2

DISTRICT LOCATED: 5
ESTIMATED ANNUAL OPERATING IMPACT: Minimal
DISTRICT(s) SERVED: 5

| REVENUE SCHEDULE: | PRIOR | 2009-10 | 2010-11 | 2011-12 | 2012-13 | 2013-14 | 2014-15 | 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 | 2009-10 | 2010-11 | 2011-12 | 2012-13 | 2013-14 | 2014-15 | 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** |

**RENOVATION OF THE TAMIAMI SWING BRIDGE** **PROJECT # 604790**

DESCRIPTION: Replace the existing swing bridge with a single leaf bascule bridge

LOCATION: 2000 S River Dr
City of Miami

DISTRICT LOCATED: 5
ESTIMATED ANNUAL OPERATING IMPACT: Minimal
DISTRICT(s) SERVED: Countywide

| REVENUE SCHEDULE: | PRIOR | 2009-10 | 2010-11 | 2011-12 | 2012-13 | 2013-14 | 2014-15 | FUTURE | TOTAL |
|---|---|---|---|---|---|---|---|---|---|
| Building Better Communities GOB Program | 2,000 | 1,140 | 200 | 8,950 | 6,460 | 250 | 0 | 0 | 19,000 |
| **TOTAL REVENUE:** | **2,000** | **1,140** | **200** | **8,950** | **6,460** | **250** | **0** | **0** | **19,000** |

| EXPENDITURE SCHEDULE: | PRIOR | 2009-10 | 2010-11 | 2011-12 | 2012-13 | 2013-14 | 2014-15 | FUTURE | TOTAL |
|---|---|---|---|---|---|---|---|---|---|
| Planning and Design | 2,000 | 1,140 | 200 | 0 | 0 | 0 | 0 | 0 | 3,340 |
| Construction | 0 | 0 | 0 | 8,950 | 6,460 | 250 | 0 | 0 | 15,660 |
| **TOTAL EXPENDITURES:** | **2,000** | **1,140** | **200** | **8,950** | **6,460** | **250** | **0** | **0** | **19,000** |

## BUDGET PROJECT 604790 - (As per 2008-2009 Approved Budget)

Project Title: 604790-RENOVATION OF THE TAMIAMI SWING BRIDGE

Project Desc: Replace the existing swing bridge with a single leaf bascule bridge

| | Prior: | 08-09: | 09-10: | 10-11: | 11-12: | 12-13: | 13-14: | FUTURE: | Total: |
|---|---|---|---|---|---|---|---|---|---|
| CDP Revenue | 0 | 6,475,000 | 2,070,000 | 655,000 | 3,800,000 | 6,000,000 | 0 | 0 | 19,000,000 |
| CDP Expenditures | 0 | 6,475,000 | 2,070,000 | 655,000 | 3,800,000 | 6,000,000 | 0 | 0 | 19,000,000 |

Project Type: GOB-BBC

### CDP Project Revenue

| CDP Revenue: | Prior: | 08-09: | 09-10: | 10-11: | 11-12: | 12-13: | 13-14: | FUTURE: | Total: |
|---|---|---|---|---|---|---|---|---|---|
| Building Better Commu | 0 | 6,475,000 | 2,070,000 | 655,000 | 3,800,000 | 6,000,000 | 0 | 0 | 19,000,000 |

### CDP Project Milestones

| CDP Milestone: | Prior: | 08-09: | 09-10: | 10-11: | 11-12: | 12-13: | 13-14: | FUTURE: | Total: |
|---|---|---|---|---|---|---|---|---|---|
| Planning/Design | 0 | 710,000 | 2,070,000 | 655,000 | 0 | 0 | 0 | 0 | 3,435,000 |
| Construction | 0 | 5,765,000 | 0 | 0 | 3,800,000 | 6,000,000 | 0 | 0 | 15,565,000 |

PROJECT REPORT 4

EXIT

# Current Contracts for Project 604790

| Dept | ContractNo | Contract Name | RTA / MCC Estimated Allocation | Award / MCC Award Allocation | CIIS Award |
|---|---|---|---|---|---|
| PW | 20080236 | Design Services for the Replacement of the Tamiami Swing Bridge | $2,000,000.00 | $0.00 | $1,969,457.74 |
| PW | 20080236 | Design Services for the Replacement of the Tamiami Swing Bridge | $0.00 | $1,969,457.74 | $1,969,457.74 |
| | | Total Allocated: | $2,000,000.00 | $1,969,457.74 | |

# There are no Contracts for Sites of Project 604790

# MIAMI-DADE COUNTY, FLORIDA

## GENERAL OBLIGATION BOND

**Public Works Dept - Bridges**

**PROJECT NUMBER:** 138 **PROJECT NAME:** Tamiami Swing Bridge

**DISPLAY NUMBER:** 138

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

**DESCRIPTION:** Replace existing swing bridge with single leaf bascule bridge.

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

**GOB ALLOCATION:** 19,000,000 **COST ESTIMATE:** 19,000,000

**GOB Fund:** Miami-Dade

**LOCATION:** 2000 S. River Drive

**DEPT PROJECT NO:** 138 **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

ADD ALL PROJECT 138 SITES TO CDP PROJECT SELECTED BELOW

Select CDP Project...

EXIT | *UPDATE*

SITES (2) | PROJECT REPORT 6 | TOTALS | SITE SCHEDULES REPORT 20 | MILESTONE GRAPH | Notes

Department: Public Works Dept - Bridges 8/11/2009 4:00:57 PM

GENERAL OBLIGATION BOND PROJECT TOTALS: #

Project Title: 138 -Tamiami Swing Bridge

Project Desc: Replace existing swing bridge with single leaf bascule bridge.

### Summary: All Sites in Project

| | Recs: | 05-06: | 06-07: | 07-08: | 08-09: | 09-10: | 10-11: | 11-12: | 12-13: | 13-14: | 14-15: | 15-16: | 16-17: | 17-18: | 18-19: | Total: |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| SITES: | 2 | 0 | 0 | 0 | 4,865,000 | 920,000 | 1,615,000 | 4,150,000 | 7,450,000 | 0 | 0 | 0 | 0 | 0 | 0 | 19,000,000 |
| GOB MSTONES: | 12 | 0 | 0 | 0 | 2,000,000 | 1,140,000 | 200,000 | 8,950,000 | 6,460,000 | 250,000 | 0 | 0 | 0 | 0 | 0 | 19,000,000 |
| NON GOB MS: | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| MILESTONES: | 13 | 0 | 0 | 0 | 2,000,000 | 1,140,000 | 200,000 | 8,950,000 | 6,460,000 | 250,000 | 0 | 0 | 0 | 0 | 0 | 19,000,000 |
| FUNDING: | 6 | 0 | 0 | 0 | 4,865,000 | 920,000 | 1,615,000 | 4,150,000 | 7,450,000 | 0 | 0 | 0 | 0 | 0 | 0 | 19,000,000 |

## Current Contracts for Project 138

| Dept | Contract No | Type | Desc | Estimated Allocation * | Actual Allocation * |
|---|---|---|---|---|---|
| PW | MCC: 20080041 | MCC | Tamiami Swing Bridge | $803,950.00 | $0.00 |
| PW | 20080236 | AWARD | Tamiami Swing Bridge | $2,000,000.00 | $0.00 |
| | | | Total Allocated: | $2,803,950.00 | $0.00 |

* The Estimated and Actual Allocations are the pro-rated amounts allocated to the contract from the GOB Project Funds

Date Last WebPage Last Updated: 08/10/2009

MAIN SITE PAGE

Department: Public Works Dept - Bridges 8/11/2009 4:00:28 PM

GENERAL OBLIGATION BOND SITE : #70337

Project Title: 138 -Tamiami Swing Bridge
Project Desc: Replace existing swing bridge with single leaf bascule bridge.

Select Site (By Location) #70337 - 2000 NW S RIVER DR , 33125-Tamiami Swing Bridge

Specific Site Description: Tamiami Swing Bridge

Site Comments: (FH 7/16/09) Review of consultant proposals on-going; first review meeting will be 7/30/09. Under Consultant selection for the design under PN 20080236. Resolution R-452-08 passed on 05/06/08 approved as a Significant Modification to change the description of the project to allow repairs, as well as replacement.
(FH 2/1/08) Memo in progress to facilitate rehabilitation of the bridge due to deterioration of the operating system. In Pre-design; Pre-design Milestone funded by FDOT, to be completed by the end of the year. Schedules do not match funding. In light of the fact that FDOT is currently conducting a Project Development and Environmental Study, it is necessary to defer scheduling of replacment until the results of the study are observed, and the matching funds are secured. If additional funding of $21M is not allocated, this bridge project may need to be put on hold or have the funding reallocated to meet the needs of other projects.

Site Physical Comm Dist: District 5 Comm District Impacted: District 5

Comm Council Dist: 0 Comm Council Impacted: No District

Total Duration: Anticipated Start Date: 8/22/2005 Anticipated End Date: 2/28/2012 Duration: 2381

Actual Duration: Actual Start Date: 8/22/2005 Actual End Date: 3/16/2014 Duration: 3128

Site Status: No Schedule Recovery OSBM P Class: 1-Under Construction or Public Infrastruct

Recovery Action Report Status: No Schedule Recovery

Mail (3) (0) Accelerations 0 Donations 0

| | Recs: | 05-06: | 06-07: | 07-08: | 08-09: | 09-10: | 10-11: | 11-12: | 12-13: | 13-14: | 14-15: | 15-16: | 16-17: | 17-18: | 18-19: | Total: |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| SITE: | | 0 | 0 | 0 | 3,975,000 | 920,000 | 1,615,000 | 4,150,000 | 7,450,000 | 0 | 0 | 0 | 0 | 0 | 0 | 18,110,000 |
| FUNDING: | 5 | 0 | 0 | 0 | 3,975,000 | 920,000 | 1,615,000 | 4,150,000 | 7,450,000 | 0 | 0 | 0 | 0 | 0 | 0 | 18,110,000 |
| MILESTONES: | 7 | 0 | 0 | 0 | 1,110,000 | 1,140,000 | 200,000 | 8,950,000 | 6,460,000 | 250,000 | 0 | 0 | 0 | 0 | 0 | 18,110,000 |

**CURRENT GOB SITE #70337 INDEXES SITES:**

| Index Code | Site | CD | Type | Source Fund | Funding | YTD | LTD | Balance |
|---|---|---|---|---|---|---|---|---|
| CPC138PW1302 (2) | #70337 | 5 | GOB | GOB SERIES C | $3,975,000 | $913,283 | $914,933 | ($914,933) |

*UPDATE*

SITE CONTRACTS | SITE REPORT 6 | MILESTONES | FUNDING | SCHEDULE REPORT 20 | EXE SUMM | MILESTONE GRAPH | Notes

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

View GIS Site

EXIT | GOB Menu

## Current Contracts for Site #70337

| Dept | Contract No | Type | Desc | Estimate |
|---|---|---|---|---|
| PW | 20080236 | PSA | Tamiami Swing Bridge | $2,000,000.00 |

Site #70337 Last Updated: 7/16/2009 11:22:27 AM by felixh1

Site #70337 Dates Last Updated: 12/24/2008
Site #70337 Propopsed Expenses Last Updated: 2/10/2009
Site #70337 Actual Expenses Last Updated: 5/6/2009

# GOB STAKEHOLDER PROJECT ACCELERATION REQUEST

| | |
|---|---|
| **ACCELERATION REQUEST NO.:** | 79-FY07-08 |
| **ACCELERATION REQUEST DATE:** | 5/22/2008 |

**OFFICE OF CAPITAL IMPROVEMENTS PROJECT ACCELERATION REQUEST FORM**

**GOB STAKEHOLDER NAME:** **PUBLIC WORKS DEPARTMENT**

**FUNDING ALLOCATION CHANGE REQUEST**

| PROJ. Number | CD | DESCRIPTION / SITE | | FUND/YEAR 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 138 | 5 | Tamiami Swing Bridge / 70337 | Existing | 0 | 0 | 10,000 | 880,000 | 2,420,000 | 8,800,000 | 6,890,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 19,000,000 |
| | | | Proposed | 0 | 0 | 0 | 585,000 | 2,070,000 | 655,000 | 8,800,000 | 6,000,000 | 0 | | | | | | 18,110,000 |
| 138 | 5 | Tamiami Swing Bridge Rehabilitation / New Site 73357 | Existing | 0 | 0 | | | | | | | | | | | | | 0 |
| | | | Proposed | 75,000 | 0 | 215,000 | 600,000 | | | | | | | | | | | 890,000 |
| | | | Existing | | | | | | | | | | | | | | | 0 |
| | | | Proposed | | | | | | | | | | | | | | | 0 |
| | | Donor | Existing | | | | | | | | | | | | | | | 0 |
| | | | Proposed | | | | | | | | | | | | | | | 0 |
| | | | Existing | | | | | | | | | | | | | | | 0 |
| | | | Proposed | | | | | | | | | | | | | | | 0 |
| | | | Existing | | | | | | | | | | | | | | | 0 |
| | | | Proposed | | | | | | | | | | | | | | | 0 |
| Total | | | Existing | 0 | 0 | 10,000 | 880,000 | 2,420,000 | 8,800,000 | 6,890,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 19,000,000 |
| | | | Proposed | 75,000 | 0 | 215,000 | 1,185,000 | 2,070,000 | 655,000 | 8,800,000 | 6,000,000 | 0 | 0 | 0 | 0 | 0 | 0 | 19,000,000 |

**JUSTIFICATION**

Funds proposed are for the rehabillitation of the bridge. Funds for the construction costs of the bridge replacement are insufficient at this time. See memo attached.

| DATE | APPROVAL SIGNATURES | SIGNATURE LINE |
|---|---|---|
| 5/22/2008 | GOB Stakeholder | Frank Aira, P.E., CFM |
| | OCI Approval | CN 5/22 For JOHNNY MARTINEZ |
| 5/23/08 | Database updated | |
| | FAMIS updated | |

| Recipient Project (Project LEVEL2) | | Donor Project (Project LEVEL2) | |
|---|---|---|---|
| Existing Budget Project #138 | 0 | Existing Budget Project # | |
| **Total Acceleration** | **75,000** | **Subtotal Deceleration** | |
| Revised Budget Project #138 | 75,000 | Revised Budget Project # | 0 |
| | | Existing Budget Project # | |
| | | **Subtotal Deceleration** | |
| | | Revised Budget Project # | 0 |
| | | **Total Deceleration** | **0** |

**DISTRIBUTION:**

c: Johnny Martinez, P.E., Director, Office of Capital Improvements
Rachel Baum, Director, Finance Department
Charles Parkinson, Budget Coordinator, OSBM
OCI Staff
GOB Stakeholder

Rev. 1/10/08

# Dept. of Small Business Development
*Project Worksheet*

| | | | |
|---|---|---|---|
| **Project/Contract Title:** | REPLACEMENT OF THE TAMIAMI SWING BRIDGE (SIC 871) | **RC Date:** | 02/04/2009 |
| **Project/Contract No:** | E08-PW-03-GOB | **Funding Source:** | **Item No:** 1-01 |
| **Department:** | PUBLIC WORKS DEPARTMENT | GOB | |
| **Estimated Cost of Project/Bid:** | $2,000,000.00 | **Resubmittal Date(s):** | |

**Description of Project/Bid:** TO ESTABLISH ONE NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT (PSA) TO PROVIDE ENGINEERING AND CONSTRUCTION SERVICE IN THE PREPARATION OF COMPLETE CONSTRUCTION DOCUMENTS FOR THE REPLACEMENT OF THE EXISTING TAMIAMI SWING BRIDGE. SCOPE OF WORK TO INCLUDE, BUT NOT LIMITED TO: ROADWAY APPROACHES, MAINTENANCE OF TRAFFIC, UTILITY IMPACTS, GEOTECHNICAL INVESTIGATIONS, (JUST TO NAME A FEW).

## Contract Measures Recommendation

| Measure | Program | Goal Percent |
|---|---|---|
| Goal | CBE | 15.00% |

## Reasons for Recommendation

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

Funding source/s: 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-HIGHWAY DESIGN | CBE | $260,000.00 | 13.00% | 37 |
| GEOTECHNICAL & MATERIALS ENGINEERING SERVICES | CBE | $20,000.00 | 1.00% | 9 |
| HIGHWAY SYSTEMS-SIGNING, PAVEMENT MARKING, CHANNEL | CBE | $20,000.00 | 1.00% | 37 |
| | **Total** | $300,000.00 | 15.00% | |

**Living Wages:** YES ☐ NO ☒

**Responsible Wages:** YES ☐ NO ☒

*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** 15% **Bid Preference** _____

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

Chairperson, Review Committee — Date: 2-4-09

SBD Director — Date: 2-4-09

DBDR0099 v. 2005101

# Memorandum

MIAMI-DADE COUNTY

**Date:** May 26, 2009

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

**Thru:** Ysela Llort
Assistant County Manager

**From:** Faith Samuels
Faith Samuels, Sr. A&E Consultant Selection Coordinator
Chairperson, Competitive Selection Committee

CLERK OF THE BOARD
2009 JUN -8 PM 12:07
CLERK, CIRCUIT & COUNTY COURTS
DADE COUNTY, FLA.
#1

**Subject:** NEGOTIATION AUTHORIZATION
Public Works Department
Design Services for the Replacement of the Tamiami Swing Bridge
OCI Project No. E08-PW-03 GOB

---

The Competitive Selection Committee has completed the evaluation of proposals submitted in response to the above referenced OCI Project No. following the guidelines published in the Notice to Professional Consultants (NTPC).

**OCI Project No.:** E08-PW-03 GOB

**Project Title:** Design Services for the Replacement of the Tamiami Swing Bridge

**Scope of Services:** The Public Works Department (PWD) has the need for a qualified consultant to provide engineering design and the preparation of complete construction documents for the replacement of the existing Tamiami Swing Bridge (Bridge No. 874135). The project shall include the complete replacement of the bridge with a single leaf bascule bridge. Scope of work includes: roadway approaches, maintenance of traffic, utility impacts, geotechnical investigations, preparation of any required Special Provisions, quantities, cost estimates, load rating, permits and all necessary incidental items for a complete project.

The consultant will be required to become familiar with the existing bridge as well as any existing documents, such as plans, studies, and to incorporate any findings in the preparation of the required documents in order for PWD to procure a construction bid.

**Term of contract:** One (1) non-exclusive PSA will be awarded under this solicitation. Subject PSA will have an effective term of five (5) years after the date of execution or until completion of all project phases, whichever occurs last, unless terminated by mutual consent of the parties hereto.

**Review Committee:** The Review Committee recommended, at its February 4, 2009 meeting, that a 15% Community Business Enterprise (CBE) goal be applied.

**Date of County Manager's approval to advertise/initiate:** February 23, 2009

**Number of proposals received:** Six (6)

**Name of Proposers:** Please refer to the attached List of Respondents (LOR).

**First-Tier Results:** See attached First-Tier Final Ranking Report

**Second-Tier Results:** Not applicable. Based on their professional expertise, the Competitive Selection Committee determined that the information provided in the proposals is sufficient to determine the qualifications of the teams. As a result of said determination and by a majority vote, the CSC decided to forego Second-Tier proceedings.

Pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County, OCI hereby requests the following Negotiation Committee be approved by the County Manager, for the purpose of negotiating a non-exclusive professional service agreement with the top ranked firm, as listed below:

1. Leandro Ona, PWD
2. Marcos Redondo, PWD
3. Arturo Sosa, MDAD

**Request for authorization to enter negotiations:**
Pursuant to the above captioned code, it is hereby requested that the County Manager approve the selection of the following consulting firms, in the following order of preference, for negotiations:

RANKING OF RESPONDENTS
SELECTION FOR PSA NEGOTIATION
ONE (1) AGREEMENT with 15% CBE GOAL

1. Hardesty & Hanover, LLP

The following teams of firms are the alternates:

1. URS Corporation Southern

2. New Millennium Design Consultants, Inc.

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

- When negotiations do not commence, or other affirmative action is not taken, within thirty (30) days of the Selection Committee's recommendation.

- When the County Mayor or designee's recommendation to award or reject is not made within ninety (90) days from the date of the Selection recommendation.

If approved, the Negotiation Committee is to proceed with the agreement negotiations pursuant to Section 6 of the above-mentioned Code, and submit the signed agreement(s) ready to be presented to the County Commission for final approval to this office no later than 60 days from the date of this memorandum.

If a satisfactory agreement cannot be reached within the 60-day period, a report is required to be prepared fully explaining all problems resulting from the negotiations, including a request for authorization to begin negotiations with the next scheduled alternate. If negotiations are proceeding within a reasonable timeframe, then negotiations are to continue and the report is to be submitted upon completion. The final agreement(s) and report should be sent to this office.

Authorization to negotiate is:

Approved Date

Not Approved Date

**Attachments:**
1. List of Respondents
2. First-Tier Final Ranking Report

cc: Clerk of the Board of County Commissioners
Ysela Llort, Assistant County Manager
Johnny Martinez, P.E., Director, OCI
Esther Calas, Director, PWD
Luisa Millan, Chief, Professional Services Division, OCI
Competitive Selection Committee

MIAMI-DADE COUNTY

# MIAMI DADE COUNTY
# OFFICE OF CAPITAL IMPROVEMENTS

## FIRST TIER RANKING REPORT

**OCI Project Name:** DESIGN SERVICES FOR THE REPLACEMENT OF THE TAMIAMI SWING BRIDGE

**OCI Project No:** E08-PW-03-GOB

**Measures:** 15%Community Business Enterprises (CBE)

**Number of Agreements:** 1

**Project Type:** PROJECT SPECIFIC

**Submittal Date:** 04/29/2009

**Meeting Date:** 05/18/2009

| | | Cr. 1A Points (Max. 50) | Cr. 2A Points (Max. 20) | Cr. 3A Points (Max. 20) | Cr. 4A Points (Max. 5) | Cr. 5A Points (Max. 5) | Total Points | |
|---|---|---|---|---|---|---|---|---|
| **ONA, LEANDRO** | | | | | | | | |
| TRANSYSTEMS CORPORATION | | 38 | 15 | 13 | 5 | 5 | 76 | |
| HNTB CORPORATION | (LP) | 39 | 16 | 14 | 4 | 5 | 78 | |
| NEW MILLENNIUM DESIGN CONSULTANTS, INC. | (LP) | 38 | 15 | 14 | 4 | 5 | 76 | |
| URS CORPORATION SOUTHERN | (LP) | 43 | 16 | 16 | 1 | 5 | 81 | |
| HARDESTY & HANOVER, LLP | (LP) | 45 | 18 | 18 | 3 | 5 | 89 | → |
| PB AMERICAS, INC | (LP) | 40 | 17 | 16 | 1 | 5 | 79 | |
| **QUINTANA, ILEANA** | | | | | | | | |
| TRANSYSTEMS CORPORATION | | 45 | 16 | 16 | 4 | 5 | 86 | |
| HNTB CORPORATION | (LP) | 45 | 16 | 16 | 3 | 5 | 85 | |
| NEW MILLENNIUM DESIGN CONSULTANTS, INC. | (LP) | 48 | 18 | 19 | 3 | 5 | 93 | |
| URS CORPORATION SOUTHERN | (LP) | 46 | 17 | 16 | 1 | 5 | 85 | |
| HARDESTY & HANOVER, LLP | (LP) | 49 | 19 | 20 | 2 | 5 | 95 | → |
| PB AMERICAS, INC | (LP) | 47 | 18 | 18 | 1 | 5 | 89 | |
| **REDONDO, MARCOS** | | | | | | | | |
| TRANSYSTEMS CORPORATION | | 39 | 15 | 15 | 5 | 1 | 75 | |
| HNTB CORPORATION | (LP) | 36 | 14 | 17 | 4 | 5 | 76 | |
| NEW MILLENNIUM DESIGN CONSULTANTS, INC. | (LP) | 39 | 12 | 20 | 3 | 5 | 79 | |
| URS CORPORATION SOUTHERN | (LP) | 42 | 18 | 16 | 1 | 4 | 81 | |
| HARDESTY & HANOVER, LLP | (LP) | 46 | 20 | 20 | 2 | 5 | 93 | → |
| PB AMERICAS, INC | (LP) | 34 | 15 | 15 | 1 | 4 | 69 | |
| **SOSA, ARTURO** | | | | | | | | |
| TRANSYSTEMS CORPORATION | | 40 | 15 | 15 | 3 | 3 | 76 | |
| HNTB CORPORATION | (LP) | 45 | 17 | 15 | 3 | 3 | 83 | |

First Tier Ranking Report for each Selection Committee Member and Prime Firm

MIAMI-DADE COUNTY

# MIAMI DADE COUNTY
# OFFICE OF CAPITAL IMPROVEMENTS

## FIRST TIER RANKING REPORT

**OCI Project No:** E08-PW-03-GOB

**Measures:** 15%Community Business Enterprises (CBE)

**Number of Agreements:** 1

**Project Type:** PROJECT SPECIFIC

**Submittal Date:** 04/29/2009

**Meeting Date:** 05/18/2009

| | | Cr. 1A Points (Max. 50) | Cr. 2A Points (Max. 20) | Cr. 3A Points (Max. 20) | Cr. 4A Points (Max. 5) | Cr. 5A Points (Max. 5) | Total Points |
|---|---|---|---|---|---|---|---|
| **SOSA, ARTURO** | | | | | | | |
| NEW MILLENNIUM DESIGN CONSULTANTS, INC. | (LP) | 40 | 15 | 15 | 3 | 3 | 76 |
| URS CORPORATION SOUTHERN | (LP) | 45 | 17 | 17 | 3 | 3 | 85 |
| HARDESTY & HANOVER, LLP | (LP) | 45 | 15 | 15 | 3 | 3 | 81 |
| PB AMERICAS, INC | (LP) | 45 | 15 | 15 | 3 | 3 | 81 |
| **WONG, PATRICK** | | | | | | | |
| TRANSYSTEMS CORPORATION | | 47 | 19 | 18 | 5 | 5 | 94 |
| HNTB CORPORATION | (LP) | 45 | 17 | 18 | 5 | 5 | 90 |
| NEW MILLENNIUM DESIGN CONSULTANTS, INC. | (LP) | 47 | 18 | 18 | 5 | 5 | 93 |
| URS CORPORATION SOUTHERN | (LP) | 47 | 18 | 18 | 1 | 5 | 89 |
| HARDESTY & HANOVER, LLP | (LP) | 47 | 18 | 18 | 4 | 5 | 92 |
| PB AMERICAS, INC | (LP) | 45 | 17 | 18 | 3 | 5 | 88 |

### TOTALS AND FIRST TIER RANKING

**FINAL RANKING**

| Prime Firm Name | | Total Points | System Rank | LP Rank | Cr. 1A TBR | Cr. 2A TBR | Cr. 3A TBR | Cr. 4A TBR | Final Rank | OCI Final Rank |
|---|---|---|---|---|---|---|---|---|---|---|
| HARDESTY & HANOVER, LLP | (LP) | 450 | 1 | 1 | | | | | 1 | |
| URS CORPORATION SOUTHERN | (LP) | 421 | 2 | 2 | | | | | 2 | |
| NEW MILLENNIUM DESIGN CONSULTANTS, INC. | (LP) | 417 | 3 | 3 | | | | | 3 | |
| HNTB CORPORATION | (LP) | 412 | 4 | 4 | | | | | 4 | |
| PB AMERICAS, INC | (LP) | 406 | 6 | 5 | | | | | 5 | |
| TRANSYSTEMS CORPORATION | | 407 | 5 | 6 | | | | | 6 | |

First Tier Ranking Report for each Selection Committee Member and Prime Firm

MIAMI-DADE COUNTY

# MIAMI DADE COUNTY
# OFFICE OF CAPITAL IMPROVEMENTS

## FIRST TIER RANKING REPORT

### Definitions

| | |
|---|---|
| LP | Local Preferred Team |
| Cr.1A | Qualification of firms including the team members assigned to the Project. |
| Cr.2A | Knowledge and past experience of similar type projects. |
| Cr.3A | Past performance of the firms. |
| Cr.4A | Amount of work awarded and paid by the County. |
| Cr.5A | Ability of team members to interface with the County. |
| OCI | Office of Capital Improvements |
| TBR | Tie Breaker |
| SBD | Department of Small Business Development |
| OCI Final Rank | Only applicable if the Final Ranking changes as a result of the SBD Compliance Review. |

MIAMI-DADE COUNTY

CLERK OF THE BOARD
2009 MAY -1 PM 2:55
CLERK, CIRCUIT & COUNTY COURTS
DADE COUNTY, FLA.
#1

**MIAMI DADE COUNTY**
**OFFICE OF CAPITAL IMPROVEMENTS**

## LIST OF RESPONDENTS

**OCI Project Name:** DESIGN SERVICES FOR THE REPLACEMENT OF THE TAMIAMI SWING BRIDGE
**OCI Project No.:** E08-PW-03-GOB
**Measures:** 15%Community Business Enterprises (CBE)
**Number of Agreements:** 1
**Contract Type:** PROJECT SPECIFIC
**Submittal Date:** 04/29/2009

**Submittal No:** 1 **Prime Local Preference:** No
**Prime Name:** TRANSYSTEMS CORPORATION CONSULTANTS **FEIN No.:** 430839725
**Trade Name:**

| Subs Name | Trade Name | Subs FEIN No. |
|---|---|---|
| a. C.A.P. ENGINEERING, INC. | | 204590441 |
| b. CIVIL WORKS, INC. | | 650673629 |
| c. JORGE L. HERNANDEZ ARCHITECT, PA | | 650721263 |
| d. MANUEL G. VERA & ASSOCIATES, INC. | | 591741639 |
| e. NODARSE & ASSOCIATES, INC. | | 593086122 |
| f. CUNNINGHAM GROUP, INC. | | 650818493 |

**Submittal No:** 2 **Prime Local Preference:** Yes
**Prime Name:** HNTB CORPORATION **FEIN No.:** 431623092
**Trade Name:**

| Subs Name | Trade Name | Subs FEIN No. |
|---|---|---|
| a. ARCHITECTS INTERNATIONAL, INC. | | 592032355 |
| b. C.H. PEREZ & ASSOCIATES CONSULTING ENGINEERS, INC. | | 550866252 |
| c. CIVIL WORKS, INC. | | 650673629 |
| d. GEOSOL, INC. | | 650997886 |
| e. MEDIA RELATIONS GROUP, LLC | | 200118620 |

**Submittal No:** 3 **Prime Local Preference:** Yes
**Prime Name:** NEW MILLENNIUM DESIGN CONSULTANTS, INC. **FEIN No.:** 204809247
**Trade Name:**

| Subs Name | Trade Name | Subs FEIN No. |
|---|---|---|
| a. INITIAL ENGINEERS, P.A. | | 650705637 |
| b. BCC ENGINEERING, INC. | | 650540100 |
| c. HR ENGINEERING SERVICES, INC. | | 650849633 |
| d. MANUEL G. VERA & ASSOCIATES, INC. | | 591741639 |

MIAMI-DADE COUNTY

# MIAMI DADE COUNTY
# OFFICE OF CAPITAL IMPROVEMENTS

## LIST OF RESPONDENTS

**OCI Project No.:** E08-PW-03-GOB
**Measures:** 15%Community Business Enterprises (CBE)
**Number of Agreements:** 1
**Contract Type:** PROJECT SPECIFIC
**Submittal Date:** 04/29/2009

**Submittal No:** 4 **Prime Local Preference:** Yes
**Prime Name:** URS CORPORATION SOUTHERN **FEIN No.:** 592087895
**Trade Name:** GREINER SOUTHERN, INC.

| Subs Name | Trade Name | Subs FEIN No. |
|---|---|---|
| a. E.C. DRIVER & ASSOCIATES, INC. | | 592375705 |
| b. NETWORK ENGINEERING SERVICES, INC. | BOLTON, PEREZ AND ASSOCIATES | 650789352 |
| c. GEOSOL, INC. | | 650997886 |
| d. MANUEL G. VERA & ASSOCIATES, INC. | | 591741639 |

**Submittal No:** 5 **Prime Local Preference:** Yes
**Prime Name:** HARDESTY & HANOVER, LLP **FEIN No.:** 131842518
**Trade Name:**

| Subs Name | Trade Name | Subs FEIN No. |
|---|---|---|
| a. EAC CONSULTING, INC. | | 650519739 |
| b. C.A.P. ENGINEERING, INC. | | 204590441 |
| c. GEOSOL, INC. | | 650997886 |
| d. NOVA CONSULTING, INC. | | 650577672 |
| e. MANUEL G. VERA & ASSOCIATES, INC. | | 591741639 |
| f. WOOLPERT, INC. | | 201391406 |
| g. SAVINO & MILLER DESIGN STUDIO, P.A. | | 650412661 |
| h. THE WREN GROUP INCORPORATED | | 562548299 |

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

## LIST OF RESPONDENTS

**OCI Project No.:** E08-PW-03-GOB
**Measures:** 15%Community Business Enterprises (CBE)
**Number of Agreements:** 1
**Contract Type:** PROJECT SPECIFIC
**Submittal Date:** 04/29/2009

**Submittal No:** 6
**Prime Name:** PB AMERICAS, INC
**Trade Name:** PARSONS, BRINCKERHOFF, QUADE & DOUGLAS

**Prime Local Preference:** Yes
**FEIN No.:** 111531569

| Subs Name | Trade Name | Subs FEIN No. |
|---|---|---|
| a. BERMELLO, AJAMIL & PARTNERS, INC. | | 591722486 |
| b. TRIANGLE ASSOCIATES, INC. | | 650671382 |
| c. MANUEL G. VERA & ASSOCIATES, INC. | | 591741639 |
| d. TIERRA SOUTH FLORIDA, INC | | 200282450 |
| e. WESTHORP & ASSOCIATES, INC. | | 650807883 |
| f. JANUS RESEARCH, INC. | | 591913512 |

Find Contracts With Search String ==> | Projects

Goto Bottom

Exit

# OFFICE OF CAPITAL IMPROVEMENTS
## CAPITAL IMPROVEMENTS INFORMATION SYSTEM
**Tuesday, August 11, 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 | $100,000 | | 0% / N/A |
| 0 | PW | EDP | EDP-PW-20040438 | PINE TREE DRIVE BRIDGE STRUCTURAL INSPECTION & R | HARDESTY & HANOVER, LLP | N/A | $38,334 | | 0% / On Schedule |
| 0 | PW | EDP | EDP-PW-20040438-2 | PINE TREE DRIVE BRIDGE STRUCTURAL INSPECTION & R | HARDESTY & HANOVER, LLP | N/A | $49,942 | | 0% / On Schedule |
| 0 | PW | EDP | EDP-PW-99999-1 | COUNTYWIDE SONOVOID BRIDGE LOAD RATINGS | HARDESTY & HANOVER, LLP | N/A | $99,746 | | 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 | N/A | $220,000 | | 0% / On Schedule |
| 0 | PW | EDP | EDP-PW-S-11111 | 17TH AVE BASCULE BRIDGE LOAD RATING & STRUCTURAL | HARDESTY & HANOVER, LLP | N/A | $66,893 | | 0% / On Schedule |
| 0 | PW | EDP | EDP-PW-S-BA09-A | BRIDGE BLAST ASSESSMENTS | HARDESTY & HANOVER, LLP | N/A | $150,000 | | 0% / On Schedule |
| 5 | PW | PSA | 20080028 | Design Services for the Miami Avenue Twin Bascul | HARDESTY & HANOVER, LLP | N/A | $303,612 | | 0% / N/A |
| 5 | PW | PSA | 20080236 | Design Services for the Replacement of the Tamia | HARDESTY & HANOVER, LLP | N/A | $0 | | 0% / N/A |
| | | | | | Totals: | 10 | $1,028,527 | | |

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

Contracts Status View | Exit | Projects | Goto Top

8

Exit

# Capital Improvements Information System

## Contractor Evaluations Report

| Dept | Contract | Type | Contractor / Architect Name | Date | Rater | Period | Rate |
|---|---|---|---|---|---|---|---|
| PW | EDP-PW-GOB-SB2 | EDP | HARDESTY & HANOVER, LLP | 5/5/2009 | Marcos Redondo, P.E. | Project conclusion or closeout | 4.0 |
| PW | EDP-PW-99999-1 | EDP | HARDESTY & HANOVER, LLP | 5/5/2009 | Marcos Redondo, P.E. | Project conclusion or closeout | 3.7 |
| PW | EDP-PW-20040438 | EDP | HARDESTY & HANOVER, LLP | 5/5/2009 | Marcos Redondo, P.E. | Project conclusion or closeout | 3.6 |
| PW | EDP-PW-20040438-2 | EDP | HARDESTY & HANOVER, LLP | 5/5/2009 | Marcos Redondo, P.E. | Project conclusion or closeout | 3.5 |

Evaluation Count: 4 Contractors: 1 Average Evaluation: 3.7

Exit

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

**From:** 08/11/2004 **To:** 08/11/2009

**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<br>SONOVOID BRIDGE REPAIRS | 1 | PW | NO MEASURE | 12/01/2005 | $220,000.00 |
| | | | | | $220,000.00 |
| EDP-PW-20040438<br>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<br>COUNTYWIDE SONOVOID BRIDGE LOAD RATINGS | 1 | PW | NO MEASURE | 08/22/2007 | $99,745.64 |
| | | | | | $99,745.64 |
| EDP-PW-20040438-2<br>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<br>NW 17TH AVE BRIDGE MACHINERY & CONTROL SYSTEMS REPLACEMENTS | 1 | PW | NO MEASURE | 08/31/2007 | $0.00 |
| | | | | | $0.00 |

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

# MIAMI DADE COUNTY
## Department of Small Business Development
### A&E Firm History Report
**From:** 08/11/2004 **To:** 08/11/2009

**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<br>17TH AVE BASCULE BRIDGE LOAD RATING & STRUCTURAL REPORT | 1 | PW | NO MEASURE | 12/11/2008 | $66,893.00 |
| | | | | | $66,893.00 |
| EDP-PW-S-BA09-A<br>BRIDGE BLAST ASSESSMENTS | 1 | PW | NO MEASURE | 02/12/2009 | $150,000.00 |
| | | | | | $150,000.00 |
| EDP-PW-20040438-3<br>PINE TREE DRIVE BRIDGE STRUCTURAL INSPECTONS PH 2 | 1 | PW | NO MEASURE | 05/04/2009 | $73,476.68 |
| | | | | | $73,476.68 |
| E08-PW-02GOB<br>MIAMI AVENUE BASCULE BRIDGE PAINTING AND REPAIRS PROJECT (SIC 871) | 1 | PW | GOAL CBE 10% | 05/05/2009 | $333,973.67 |
| | | | | | $333,973.67 |

| | |
|---|---|
| **Total Award Amount** | **$1,032,364.69** |
| **Total Change Orders Approved by BCC** | **$0.00** |

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

| Firm | Date of Violation | Project # | Department | Ord. | Amount Identified | Amount Recovered | Amount Makeup | Reason | Status |
|---|---|---|---|---|---|---|---|---|---|
| | 12/14/2006 | PERMITEE-PX-843 | AV | 99-44 | | | $0.00 | Failure to respond to requests for information. | Open |
| | 4/26/2007 | 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. | Closed 3/6/2009 |
| **GRAY CONSTRUCTION & ASSOCIATES, INC.** | | | | | | | | | |
| | 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-766-R | AV-AA | 90-143 | $51,310.13 | $51,310.13 | | 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.** | | | | | | | | | |
| | 5/6/2002 | 6123-2/03-POAPGS0109436 | GS | 90-143 | $556.96 | | $0.00 | Underpayment of Employee | Open |
| **H & D ELECTRIC, INC. D/B/A HALLGREN ENTERPRISES,** | | | | | | | | | |
| | 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 | 20040423 | PW | 97-52 | | | $73,793.92 | Prime failed to meet CSBE subcontractor goal | Closed 6/10/2008 |
| | 3/14/2007 | 20040422 | PW | 97-52 | | | $35,856.56 | 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.** | | | | | | | | | |
| | 3/6/2007 | RM-6-01/03 | AV | 97-52 | | | $24,562.00 | Prime failed to meet CSBE subcontractor goal | Closed 6/24/2009 |

# 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** | 13 |
| **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 |
| 04/27/2009 -- LLP Business Report | 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**

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CLERK, CIRCUIT & COUNTY COURTS
DADE COUNTY, FLA.
#1

# MEMORANDUM

MIAMI-DADE COUNTY

**Date:** January 13, 2009

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

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

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

**Subject:** Request to Advertise Design Services for the Replacement of the Tamiami Swing Bridge (Contract No: 20080236 ~~GOB~~; Project No: E08-PW-03 GOB)

## Recommendation

This Request to Advertise for Consultant Selection for Contract No: 20080236 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:** Design Services for the Replacement of the Tamiami Swing Bridge

**PROJECT NO:** E08-PW-03 GOB

**CONTRACT NO:** 20080236 ~~GOB~~

**PROJECT DESCRIPTION:** The Miami-Dade County Public Works Department (PWD) has the need to establish one (1) Non-exclusive Professional Services Agreement (PSA) to provide Engineering design and construction services in the preparation of complete construction documents for the replacement of the existing Tamiami Swing Bridge (Bridge No. 874135). The project shall include the complete replacement of the bridge with a single leaf bascule bridge. Scope of work includes, but is not limited to: roadway approaches, maintenance of traffic, utility impacts, geotechnical investigations, preparation of any required Special Provisions, quantities, cost estimates, load rating, permits and all of the necessary incidental items for a complete project.

The Consultant will be required to become familiar with the existing bridge as well as any existing documents, such as plans, studies, and to incorporate any findings in the preparation of the required documents in order to allow PWD to secure a construction bid.

RECEIVED
2009 FEB 10 A 10:56
CAPITAL IMPROVEMENTS

| | | | | |
|---|---|---|---|---|
| **PROJECT LOCATION:** | 2000 NW South River Drive | | | |
| **PROJECT SITES:** | **LOCATION** | **DIST** | **ESTIMATE** | **T-S-R** |
| | #70337- 2000 NW S RIVER DR , 33125 | 5 | $2,000,000.00 | 53-34-41 |
| **PRIMARY COMMISSION DISTRICT:** | District 5 Bruno A. Barreiro | | | |
| **APPROVAL PATH:** | Manager's Authority | | | |
| **OCI A&E PROJECT NUMBER:** | E08-PW-03 GOB | | | |
| **USING DEPARTMENT:** | Public Works Department | | | |
| **MANAGING DEPARTMENT:** | Public Works Department | | | |

**Fiscal Impact / Funding Source**

| | | |
|---|---|---|
| **FUNDING SOURCE:** | **SOURCE** | **AMOUNT** |
| | Building Better Communities General Obligation Bond (GOB) Program. Any other applicable funding source except People's Transportation Plan (PTP), as noted below, may subsidize this contract subject to Board approval. | $2,000,000.00 |
| **PTP FUNDING:** | No | |
| **GOB FUNDING:** | Yes | |
| **GOB PROJECT:** | **GOB PROJECT / DESCRIPTION** | **GOB ALLOCATION** |
| | 138-GOB - Tamiami Swing Bridge | $2,000,000.00 |
| **CAPITAL BUDGET PROJECT:** | **BUDGET PROJECT / DESCRIPTION** | **RTA ESTIMATE** |
| | 604790-RENOVATION OF THE TAMIAMI SWING BRIDGE<br>Book Page: 61 Funding Year: Adopted Capital Budget Book for FY 2008-09, FY 2008-09 Funds. | $2,000,000.00 |

**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 | 9.01 | SOILS, FOUNDATIONS AND MATERIALS TESTING - DRILLING, SUBSURFACE INVESTIGATIONS AND SEISMOGRAPHIC SERVICES |
| Other | 9.02 | SOILS, FOUNDATIONS AND MATERIALS TESTING - GEOTECHNICAL AND MATERIALS ENGINEERING SERVICES |
| Other | 12.00 | GENERAL MECHANICAL ENGINEERING |
| Other | 13.00 | GENERAL ELECTRICAL ENGINEERING |
| Other | 15.01 | SURVEYING AND MAPPING - LAND SURVEYING |

**ESTIMATED CONTRACT PERIOD:** 1825 Days (5 years: Design and permitting 2 years; Bidding 9 months; Construction 2 years; Testing and acceptance 3 months). This Agreement shall remain in full force and effect for five (5) 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.

**ESTIMATED CONTINGENCY PERIOD:** 0 Days.

**IG FEE INCLUDED IN BASE CONTRACT:** Yes

**ART IN PUBLIC PLACES:** No

**BASE ESTIMATE:** $1,818,182.00

| **CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):** | **TYPE** | **PERCENT** | **AMOUNT** | **COMMENT** |
|---|---|---|---|---|
| | PSA | 10% | $181,818.00 | |

**TOTAL DEDICATED ALLOWANCE:** $0.00

**COST ESTIMATE:** $2,000,000.00

**Track Record / Monitor**

**EXPLANATION:** Not applicable - will be provided at the time of award.

**MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS:** No

| | | | | |
|---|---|---|---|---|
| **REVIEW COMMITTEE:** | **MEETING DATE:** 2/4/2009 **SIGNOFF DATE:** 2/4/2009 | | | |
| **RESPONSIBLE WAGES:** | No | | | |
| **REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:** | **TYPE** | **GOAL** | **COMMENT** | |
| | CBE | 15.00% | | |
| | 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 existing bridge is a Warren Pony Truss Swing Bridge located on NW South River Drive between NW 19th Street and NW 32nd Avenue. Built in 1921 and relocated to its current location in the early 1940's, the existing bridge crosses the Tamiami Canal (C-4) and is one of the oldest bridges on the Miami River system.

The bridge has deteriorated over the years and has suffered structural damage due to age and vehicular and vessel impacts. This deterioration has caused restrictions on the allowed loads on the bridge. The bridge is also classified as functionally obsolete and there are concerns about vehicular and pedestrian safety and also about future capacity needs.

Additionally, the length of the bridge prevents widening of the existing narrow channel and thus causes negative impacts on storm water management's efforts.

**DEPARTMENT SELECTION COMMITTEE RECOMMENDATIONS:**

| COMMITTEE MEMBER & TITLE | YEAR HIRED | GENDER / ETHNICITY | EDUCATION | PROFESSIONAL LICENSES |
|---|---|---|---|---|
| Marcos Redondo, P.E. | 2006 | H/M | BSCE | Professional Engineer |
| Leandro Oña, P.E. | 2002 | H/M | BSCE | Professional Engineer |

**DEPARTMENT FINANCE:** Modique 1/6/09
**DEPT FINANCE OFFICER:** **DATE:**

**INDEX CODES:** CPC138PW1302 . 99021

---

**BUDGET APPROVAL FUNDS AVAILABLE:** For John [signature] 1/14/09
**OSBM DIRECTOR** **DATE**

**CAPITAL IMPROVEMENTS CONCURRENCE:** GN 2/20 [signature] For JM 2/20/09
**OCI DIRECTOR** **DATE**

2.10.09

[signature] 2/23/09
**ASSISTANT COUNTY MANAGER** **DATE**

**CLERK DATE** _____

**DATE**

**RENOVATION OF THE TAMIAMI SWING BRIDGE** **PROJECT # 604790**

DESCRIPTION: Replace the existing swing bridge with a single leaf bascule bridge

LOCATION: 2000 S River Dr
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 | 6,475 | 2,070 | 655 | 3,800 | 6,000 | 0 | 0 | 19,000 |
| **TOTAL REVENUE:** | **0** | **6,475** | **2,070** | **655** | **3,800** | **6,000** | **0** | **0** | **19,000** |

| EXPENDITURE SCHEDULE: | PRIOR | 2008-09 | 2009-10 | 2010-11 | 2011-12 | 2012-13 | 2013-14 | FUTURE | TOTAL |
|---|---|---|---|---|---|---|---|---|---|
| Planning and Design | 0 | 710 | 2,070 | 655 | 0 | 0 | 0 | 0 | 3,435 |
| Construction | 0 | 5,765 | 0 | 0 | 3,800 | 6,000 | 0 | 0 | 15,565 |
| **TOTAL EXPENDITURES:** | **0** | **6,475** | **2,070** | **655** | **3,800** | **6,000** | **0** | **0** | **19,000** |

**RESURFACE ARTERIAL STREETS - ROAD IMPACT FEE DISTRICT 1** **PROJECT # 6030081**

DESCRIPTION: Resurface arterial streets to include: paving, widening, drainage, and striping

LOCATION: Road Impact Fee District 1
Various Sites

DISTRICT LOCATED: 6, 7, 10, 12
ESTIMATED ANNUAL OPERATING IMPACT: Minimal
DISTRICT(s) SERVED: 6, 7, 10, 12

| REVENUE SCHEDULE: | PRIOR | 2008-09 | 2009-10 | 2010-11 | 2011-12 | 2012-13 | 2013-14 | FUTURE | TOTAL |
|---|---|---|---|---|---|---|---|---|---|
| Road Impact Fees | 3,065 | 7 | 77 | 77 | 10 | 77 | 0 | 0 | 3,313 |
| **TOTAL REVENUE:** | **3,065** | **7** | **77** | **77** | **10** | **77** | **0** | **0** | **3,313** |

| EXPENDITURE SCHEDULE: | PRIOR | 2008-09 | 2009-10 | 2010-11 | 2011-12 | 2012-13 | 2013-14 | FUTURE | TOTAL |
|---|---|---|---|---|---|---|---|---|---|
| Construction | 3,065 | 7 | 77 | 77 | 10 | 77 | 0 | 0 | 3,313 |
| **TOTAL EXPENDITURES:** | **3,065** | **7** | **77** | **77** | **10** | **77** | **0** | **0** | **3,313** |

**RESURFACE ARTERIAL STREETS - ROAD IMPACT FEE DISTRICT 2** **PROJECT # 608100**

DESCRIPTION: Resurface arterial streets to include: paving, widening, drainage, and striping

LOCATION: Road Impact Fee District 2
Various Sites

DISTRICT LOCATED: 2, 3, 4, 5, 6, 7
ESTIMATED ANNUAL OPERATING IMPACT: Minimal
DISTRICT(s) SERVED: 2, 3, 4, 5, 6, 7

| REVENUE SCHEDULE: | PRIOR | 2008-09 | 2009-10 | 2010-11 | 2011-12 | 2012-13 | 2013-14 | FUTURE | TOTAL |
|---|---|---|---|---|---|---|---|---|---|
| Road Impact Fees | 999 | 19 | 0 | 0 | 0 | 246 | 0 | 0 | 1,264 |
| **TOTAL REVENUE:** | **999** | **19** | **0** | **0** | **0** | **246** | **0** | **0** | **1,264** |

| EXPENDITURE SCHEDULE: | PRIOR | 2008-09 | 2009-10 | 2010-11 | 2011-12 | 2012-13 | 2013-14 | FUTURE | TOTAL |
|---|---|---|---|---|---|---|---|---|---|
| Construction | 999 | 19 | 0 | 0 | 0 | 246 | 0 | 0 | 1,264 |
| **TOTAL EXPENDITURES:** | **999** | **19** | **0** | **0** | **0** | **246** | **0** | **0** | **1,264** |

## BUDGET PROJECT 604790 - (As per 2008-2009 Approved Budget)

Project Title: 604790-RENOVATION OF THE TAMIAMI SWING BRIDGE

Project Desc: Replace the existing swing bridge with a single leaf bascule bridge

| | Prior: | 08-09: | 09-10: | 10-11: | 11-12: | 12-13: | 13-14: | FUTURE: | Total: |
|---|---|---|---|---|---|---|---|---|---|
| Expenditures | 0 | 6,475,000 | 2,070,000 | 655,000 | 3,800,000 | 6,000,000 | 0 | 0 | 19,000,000 |
| Revenue | 0 | 6,475,000 | 2,070,000 | 655,000 | 3,800,000 | 6,000,000 | 0 | 0 | 19,000,000 |

**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 | 710,000 | 2,070,000 | 655,000 | 0 | 0 | 0 | 0 | 3,435,000 |
| Construction | 0 | 5,765,000 | 0 | 0 | 3,800,000 | 6,000,000 | 0 | 0 | 15,565,000 |

**CDPWeb Project Revenue**

| Revenue: | Prior: | 08-09: | 09-10: | 10-11: | 11-12: | 12-13: | 13-14: | FUTURE: | Total: |
|---|---|---|---|---|---|---|---|---|---|
| Building Better Commu | 0 | 6,475,000 | 2,070,000 | 655,000 | 3,800,000 | 6,000,000 | 0 | 0 | 19,000,000 |

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

EXIT

# Current Contracts for Project 604790

| Dept | ContractNo | Contract Name | RTA Budget Allocation | Award Budget Allocation | CIIS Award |
|---|---|---|---|---|---|
| PW | 20080236 GOB | Design Services for the Replacement of the Tamiami Swing Bridge | $2,000,000.00 | $0.00 | $0.00 |

**Exhibit A**
**Estimated Project Costs - Four Lane Alternatives**
**Tamiami Canal Historic Swing Bridge PD&E**

| | Replacement Bascule - Single Skewed Leaf - Clear Span - 4 Lane/ TWLTL | Replacement Bascule - Single Skewed Leaf - Clear Span - 4 Lane Undivided |
|---|---|---|
| **ESTIMATED RIGHT OF WAY** | | |
| Estimated Bridge ROW Acquisition | 1200 sq. feet | |
| Estimated Roadway ROW Acquisition | 2,727 sq. feet | |
| **ESTIMATED COST** | | |
| Estimated Bridge Construction Cost (including fender system) | $25,700,000 | $23,225,400 |
| Estimated Roadway Construction Cost | $5,978,994 | $2,391,706 |
| Approximate Bridge ROW Costs | $1,056,000 | N/A |
| Estimated Roadway ROW Cost | $2,398,600 | N/A |
| Bridge Engineering Costs | $2,500,000 | $2,322,540 |
| Roadway Engineering Costs | $797,899 | $439,171 |
| CEI Cost | $3,167,899 | $2,561,711 |
| | | |
| **Total Cost Estimate** | **$41,599,393** | **$30,940,527** |

# MIAMI-DADE COUNTY, FLORIDA

## GENERAL OBLIGATION BOND

### Public Works Dept - Bridges

**PROJECT NUMBER:** 138 **PROJECT NAME:** Tamiami Swing Bridge

**DISPLAY NUMBER:** 138

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

**DESCRIPTION:** Replace existing swing bridge with single leaf bascule bridge.

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

**GOB ALLOCATION:** 19,000,000 **COST ESTIMATE:** 19,000,000

**GOB Fund:** Miami-Dade

**LOCATION:** 2000 S. River Drive

**DEPT PROJECT NO:** 138 **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 | MILESTONE GRAPH

Notes

Department: Public Works Dept - Bridges 10/23/2008 1:41:47 PM

GENERAL OBLIGATION BOND PROJECT TOTALS

Project Title: 138 -Tamiami Swing Bridge

Project Desc: Replace existing swing bridge with single leaf bascule bridge.

**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: |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| SITES: | 2 | 0 | 0 | 0 | 5,605,000 | 1,280,000 | 1,215,000 | 3,800,000 | 7,100,000 | 0 | 0 | 0 | 0 | 0 | 0 |
| GOB MSTONES: | 12 | 0 | 0 | 0 | 5,605,000 | 1,280,000 | 1,215,000 | 3,800,000 | 7,100,000 | 0 | 0 | 0 | 0 | 0 | 0 |
| NON GOB MS: | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| MILESTONES: | 13 | 0 | 0 | 0 | 5,605,000 | 1,280,000 | 1,215,000 | 3,800,000 | 7,100,000 | 0 | 0 | 0 | 0 | 0 | 0 |
| FUNDING: | 4 | 0 | 0 | 0 | 5,605,000 | 1,280,000 | 1,215,000 | 3,800,000 | 7,100,000 | 0 | 0 | 0 | 0 | 0 | 0 |

Date Last WebPage Last Updated: 10/15/2008

Department: Public Works Dept - Bridges 11/6/2008 9:30:22 AM

## GENERAL OBLIGATION BOND SITE MILESTONE EXPENSES

Project Title: 138 -Tamiami Swing Bridge
Project Desc: Replace existing swing bridge with single leaf bascule bridge.

Site: #70337 - 2000 NW S RIVER DR , 33125
Site Desc: Tamiami Swing Bridge
Site Duration: Start Date: 8/22/2005 - End Date: 11/27/2013 - Duration: 3019

**Select Existing Milestone** Select Milestone..

**Select New Milestone:** Select Milestone..

**GOB Proposed Milestone Expenses**

Fiscal Years:

| 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- |
|---|---|---|---|---|---|---|---|---|---|---|---|
| $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |

Planned Start Date: Planned End Date: Planned Duration:

Updated/Actual Start Date: Updated/Actual End Date: Actual Duration:

Milestone has actually started: ☐ Milestone has actually Ended: ☐

Milestone Comments:

Milestone Percent Complete: 0

Milestone Explanation:

Status Date: 11/6/2008

Milestone Status: Select Status..

Contact: GOB Contacts..

**Actual GOB Milestone Expenses Paid To-Date (By Year)**

| 2004-05 2005-06 | 2006-07 | 2007-08 | 2008-09 | TOTAL |
|---|---|---|---|---|
| | | | | |

| | | | | |
|---|---|---|---|---|
| $0 | $0 | $0 | $0.00 | $0 |

COST REPORT 21 | EXIT | GOB Menu | SCHEDULE REPORT 20

## Site #70337 Milestones

Fiscal Years:

| MileStone: | 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: |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| A&E Selection | 0 | 0 | 0 | 0 | 50,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 50,000 |
| Design | 0 | 0 | 0 | 0 | 4,595,000 | 1,210,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5,805,000 |
| Contractor Selection | 0 | 0 | 0 | 0 | 0 | 0 | 70,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 70,000 |
| Construction | 0 | 0 | 0 | 0 | 0 | 0 | 1,115,000 | 3,800,000 | 7,100,000 | 0 | 0 | 0 | 0 | 0 | 0 | 12,015,000 |
| Final Construction | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Project Admin | 0 | 0 | 0 | 0 | 70,000 | 70,000 | 30,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 170,000 |
| GOB MSTONE Total | 0 | 0 | 0 | 0 | 4,715,000 | 1,280,000 | 1,215,000 | 3,800,000 | 7,100,000 | 0 | 0 | 0 | 0 | 0 | 0 | 18,110,000 |
| NG-Pre-Design | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Non GOB MSTONE | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Milestone: 7 | 0 | 0 | 0 | 0 | 4,715,000 | 1,280,000 | 1,215,000 | 3,800,000 | 7,100,000 | 0 | 0 | 0 | 0 | 0 | 0 | 18,110,000 |

## Site #70337 Funding

Fiscal Years:

| Funding: | 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: |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| GOB SERIES C | 0 | 0 | 0 | 0 | 4,715,000 | 1,280,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5,995,000 |
| GOB SERIES D | 0 | 0 | 0 | 0 | 0 | 0 | 1,215,000 | 3,800,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5,015,000 |
| GOB SERIES E | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7,100,000 | 0 | 0 | 0 | 0 | 0 | 0 | 7,100,000 |
| Funding Total: 3 | 0 | 0 | 0 | 0 | 4,715,000 | 1,280,000 | 1,215,000 | 3,800,000 | 7,100,000 | 0 | 0 | 0 | 0 | 0 | 0 | 18,110,000 |

Funding

45

Department: Public Works Dept - Bridges

11/6/2008 9:29:44 AM

## GENERAL OBLIGATION BOND SITES

Project Title: 138 -Tamiami Swing Bridge
Project Desc: Replace existing swing bridge with single leaf bascule bridge.

Specific Site Locations: #70337 - 2000 NW S RIVER DR , 33125-Tamiami Swing Bridge

Specific Site Description: Tamiami Swing Bridge

Site Comments: Resolution R-452-08 passed on 05/06/08 approved as a Significant Modification to change the description of the project to allow repairs, as well as replacement.
(FH 2/1/08) Memo in progress to facilitate rehabilitation of the bridge due to deterioration of the operating system. In Pre-design; Pre-design Milestone funded by FDOT, to be completed by the end of the year. Schedules do not match funding. In light of the fact that FDOT is currently conducting a Project Development and Environmental Study, it is necessary to defer scheduling of replacment until the results of the study are observed, and the matching funds are secured. If additional funding of $21M is not allocated, this bridge project may need to be put on hold or have the funding reallocated to meet the needs of other projects.

Site Physical Comm Dist: District 5 Comm District Impacted: District 5

Comm Council Dist: 0 Comm Council Impacted: No District

9th

Total Duration: Anticipated Start Date: 8/22/2005 Anticipated End Date: 2/28/2012 Duration: 2381

Actual Duration: Actual Start Date: 8/22/2005 Actual End Date: 11/27/2013 Duration: 3019

Site Status: No Schedule Recovery OSBM P Class: 1-Under Construction or Public Infrastruct

Mail (3) (0) Accelerations 0 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 | 4,715,000 | 1,280,000 | 1,215,000 | 3,800,000 | 7,100,000 | 0 | 0 | 0 | 0 | 0 | 0 | 18,110,000 |
| MILESTONES: | 7 | 0 | 0 | 0 | 4,715,000 | 1,280,000 | 1,215,000 | 3,800,000 | 7,100,000 | 0 | 0 | 0 | 0 | 0 | 0 | 18,110,000 |
| FUNDING: | 3 | 0 | 0 | 0 | 4,715,000 | 1,280,000 | 1,215,000 | 3,800,000 | 7,100,000 | 0 | 0 | 0 | 0 | 0 | 0 | 18,110,000 |

### CURRENT GOB SITE #70337 INDEXES SITES:

| | C | Source | Fund | | | | | |
|---|---|---|---|---|---|---|---|---|

| Index Code | Prime | Site | D | Type | Fund | Amount | Prime? | YTD | LTD | Enc | Balance |
|---|---|---|---|---|---|---|---|---|---|---|---|
| CPA138PW1302 (2) | N | #70337 | 5 | GOB | GOB SERIES A | $0 | N | $0 | $0 | $0 | $0 |
| CPC138PW1302 (2) | N | #70337 | 5 | GOB | GOB SERIES C | $5,995,000 | N | $0 | $0 | $0 | $0 |
| | | | Totals: | 2 | | $5,995,000 | | $0 | $0 | $0 | $0 |

*UPDATE*

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

SCHEDULE REPORT 20 | EXE SUMM | MILESTONE GRAPH | Notes

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

View GIS Site

EXIT | GOB Menu

Site #70337 Last Updated: 9/25/2008 3:21:40 PM by hildac

Site #70337 Dates Last Updated: 5/6/2008
Site #70337 Propopsed Expenses Last Updated: 8/20/2008

Site #70337 Actual Expenses Last Updated: 5/6/2008

Lh

Department: Public Works Dept - Bridges

12/24/2008 10:02:39 AM

## GENERAL OBLIGATION BOND SITES

Project Title: 138 -Tamiami Swing Bridge
Project Desc: Replace existing swing bridge with single leaf bascule bridge.

Select Site (By Location) #70337 - 2000 NW S RIVER DR , 33125-Tamiami Swing Bridge

Specific Site Description: Tamiami Swing Bridge

Site Comments: Resolution R-452-08 passed on 05/06/08 approved as a Significant Modification to change the description of the project to allow repairs, as well as replacement.
(FH 2/1/08) Memo in progress to facilitate rehabilitation of the bridge due to deterioration of the operating system. In Pre-design; Pre-design Milestone funded by FDOT, to be completed by the end of the year. Schedules do not match funding. In light of the fact that FDOT is currently conducting a Project Development and Environmental Study, it is necessary to defer scheduling of replacment until the results of the study are observed, and the matching funds are secured. If additional funding of $21M is not allocated, this bridge project may need to be put on hold or have the funding reallocated to meet the needs of other projects.

Site Physical Comm Dist: District 5 Comm District Impacted: District 5

Comm Council Dist: 0 Comm Council Impacted: No District

Total Duration: Anticipated Start Date: 8/22/2005 Anticipated End Date: 2/28/2012 Duration: 2381

Actual Duration: Actual Start Date: 8/22/2005 Actual End Date: 11/27/2013 Duration: 3019

Site Status: No Schedule Recovery OSBM P Class: 1-Under Construction or Public Infrastruct

Mail (3) Agreements (0) Accelerations 0 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 | 4,715,000 | 1,280,000 | 1,215,000 | 3,800,000 | 7,100,000 | 0 | 0 | 0 | 0 | 0 | 0 | 18,110,000 |
| MILESTONES: | 7 | 0 | 0 | 0 | 4,715,000 | 1,280,000 | 1,215,000 | 3,800,000 | 7,100,000 | 0 | 0 | 0 | 0 | 0 | 0 | 18,110,000 |
| FUNDING: | 5 | 0 | 0 | 0 | 4,715,000 | 1,280,000 | 1,215,000 | 3,800,000 | 7,100,000 | 0 | 0 | 0 | 0 | 0 | 0 | 18,110,000 |

### CURRENT GOB SITE #70337 INDEXES SITES:

| Index Code | Prime | Site | CD | Type | Source Fund | Funding | Prime? | YTD | LTD | Enc | Balance | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CPC138PW1302 (2) | N | #70337 | 5 | GOB | GOB SERIES C | $4,715,000 | N | $0 | $0 | $0 | $0 | Update |

# GENERAL OBLIGATION BOND SITES

Project Title: 138 -Tamiami Swing Bridge

Project Desc: Replace existing swing bridge with single leaf bascule bridge.

Select Site (By Location): #70337 - 2000 NW S RIVER DR , 33125-Tamiami Swing Bridge

GO TO ADD NEW SITE

Specific Site Description: Tamiami Swing Bridge

Site Comments: Resolution R-452-08 passed on 05/06/08 approved as a Significant Modification to change the description of the project to allow repairs, as well as replacement.
(FH 2/1/08) Memo in progress to facilitate rehabilitation of the bridge due to deterioration of the operating system. In Pre-design; Pre-design Milestone funded by FDOT, to be completed by the end of the year. Schedules do not match funding. In light of the fact that FDOT is currently conducting a Project Development and Environmental Study, it is necessary to defer scheduling of replacment until the results of the study are observed, and the matching funds are secured. If additional funding of $21M is not allocated, this bridge project may need to be put on hold or have the funding reallocated to meet the needs of other projects.

Site Physical Comm Dist: District 5 Comm District Impacted: District 5

Comm Council Dist: 0 Comm Council Impacted: No District

Total Duration: Anticipated Start Date: 8/22/2005 Anticipated End Date: 2/28/2012 Duration: 2381

Actual Duration: Actual Start Date: 8/22/2005 Actual End Date: 3/16/2014 Duration: 3128

Site Status: No Schedule Recovery OSBM P Class: 1-Under Construction or Public Infrastruct

Mail (3) Agreements (0) Accelerations 0 Donations 0

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

Fiscal Years:

| | Recs: | 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 | 4,715,000 | 1,280,000 | 1,215,000 | 3,800,000 | 7,100,000 | 0 | 0 | 0 | 0 | 0 | 0 | 18,110,000 |
| FUNDING: | 5 | 0 | 0 | 0 | 4,715,000 | 1,280,000 | 1,215,000 | 3,800,000 | 7,100,000 | 0 | 0 | 0 | 0 | 0 | 0 | 18,110,000 |
| MILESTONES: | 7 | 0 | 0 | 0 | 2,100,000 | 1,040,000 | 165,000 | 8,015,000 | 6,460,000 | 330,000 | 0 | 0 | 0 | 0 | 0 | 18,110,000 |

## CURRENT GOB SITE #70337 INDEXES SITES:

| Index Code | Site | CD | Type | Source Fund | Funding | YTD | LTD | Enc | Balance | |
|---|---|---|---|---|---|---|---|---|---|---|
| CPA138PW1302 (N/A) | #70337 | | GOB | GOB SERIES A | $0 | $0 | $0 | $889,345 | ($889,345) | Update |
| CPC138PW1302 (2) | #70337 | 5 | GOB | GOB SERIES C | $4,715,000 | $0 | $1,650 | $0 | ($1,650) | Update |
| | | Totals: | 2 | | $4,715,000 | $0 | $1,650 | $889,345 | ($890,995) | |

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

FAMIS INDEXES | SAVE / UPDATE | DELETE | BUDGET PROJECTS

SITE CONTRACTS | SITE REPORT 6 | MILESTONES | FUNDING

SCHEDULE REPORT 20 | EXE SUMM | MILESTONE GRAPH | Notes

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

View GIS Site

EXIT | GOB Menu

Site #70337 Last Updated: 12/24/2008 10:44:10 AM by felixh1

Site #70337 Dates Last Updated: 12/24/2008
Site #70337 Propopsed Expenses Last Updated: 12/24/2008
Site #70337 Actual Expenses Last Updated: 5/6/2008

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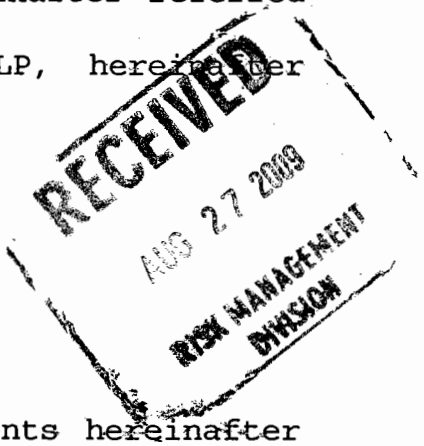
# NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT

REPLACEMENT OF THE TAMIAMI SWING BRIDGE
OCI PROJECT No. E08-PW-03

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".




**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 replacement of the Tamiami Swing Bridge.

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**PROFESSIONAL SERVICES AGREEMENT**

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APPENDIX

AFFIDAVITS

**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:

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 replacement of the existing Tamiami Swing Bridge

(Bridge No. 874135). The project shall include the complete replacement of the bridge with a single leaf bascule bridge. Scope of work includes, but is not limited to: roadway approaches, maintenance of traffic, utility impacts, survey, geotechnical investigations, preparation of any required Special Provisions, quantities, cost estimates, load rating, permits and all of the necessary incidental items for a complete project. 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. Cooperate fully with the COUNTY to inform all utility owners with facilities in the vicinity of the proposed work and provide information relative to any required utility adjustments or relocations. The ENGINEER will assist the COUNTY in conducting a utility coordination meeting with utility owners to resolve all utility conflicts and other utility issues. The ENGINEER shall provide two sets of prints for each utility company prior to the meeting. The ENGINEER shall be responsible for preparation and distribution of meeting minutes. The ENGINEER shall provide adequate design and coordination to accommodate utilities in order to avoid claims and delays during construction.
7. 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.
8. Submit to the Director five (5) sets of check prints for the project at the 30%, 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. At a minimum the construction Documents shall consist of the following:

- Cover Sheet
- Typical Section
- Summary of Quantities
- Plan and Profiles
- Cross Sections
- Lighting Plans
- Marking and Signing Plans
- Maintenance of Traffic / Construction Phasing Plans.

9. Prepare and submit to the COUNTY an opinion of probable construction cost, at the 30%, 60%, 90% and 100% completion milestones, of the proposed project design.

10. 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.

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

12. 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 18 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 Majeure 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 Majeure shall be suspended only during the continuance of any inability so caused and for no longer period of said unexpected or uncontrollable event, and such cause shall, so far as possible, be remedied with all reasonable dispatch.

It is further agreed and stipulated that the right of any party hereto to excuse its failure to perform by reason of Force Majeure shall be conditioned upon such party giving, to the other party or parties, written notice of its assertion that a Force Majeure delay has commenced within ten (10) working days after such commencement, unless there exists good cause for failure to give such notice, in which event, failure to give such notice shall not prejudice any party's right to justify any non-performance as caused by Force Majeure unless the failure to give timely notice causes material prejudice to the other party or parties.

**SECTION V - COMPENSATION**

The COUNTY agrees to pay and the 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 **$1,415,762.77**.

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 **$200,000.00**. 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 **$1,615,762.77**, 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 **$30,000.00**.

2. Public Involvement Plan

The COUNTY shall compensate the ENGINEER for the preparation and implementation of a Public Involvement Plan (PIP) in order to minimize the impact from the construction project; the exact scope to be determined by the COUNTY. The fee for this work shall not exceed **$20,000.00**.

3. Land and Engineering Field Survey

The COUNTY shall make direct payment to the ENGINEER for the land and engineering field survey work required in connection with the project. The cost of all required land and engineering field survey for the project shall be **$34,455.02**.

4. Soil Survey

The COUNTY shall make direct payment to the Engineer for soil survey work requested and approved by the ENGINEER as mutually agreed with the COUNTY to be necessary for design of the project. All required soil survey work for the project shall not exceed **$90,198.34**.

C. Total Compensation

The total of all costs associated with accomplishing the work under the terms of this Agreement shall be **$1,790,416.13**, 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 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 **$179,041.61**. 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 **$1,969,457.74**.

**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.

**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.

The COUNTY may terminate this contract or require termination or cancellation of any sub-consultant contract, if the ENGINEER or any sub-consultant(s) violate Article VII of Chapter 11A of the Code. In addition, a violation by the ENGINEER or sub-consultant to the ENGINEER, or failure to comply with Administrative Order (AO) 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 five (5) 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 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, as amended, 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 521550, Miami, Florida 33152-1550:

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**

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

By: _____

By: _____
County Mayor

**ATTEST:**

HARDESTY & HANOVER, LLP

By: Sabrina R. Landa

By: Timothy J. Mahe
Partner

Partnership

(CORPORATE SEAL)

Approved as to form
and legal sufficiency.

Assistant County Attorney

APPROVED AS TO
INSURANCE REQUIREMENTS
Rodd Jarvis
RISK MANAGEMENT DIVISION
DATE 08/31/09



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**MIAMI-DADE COUNTY**

**MIAMI-DADE PUBLIC WORKS DEPARTMENT SINGLE EXECUTION AFFIDAVITS AND CERTIFICATIONS**

Project Title Replacement of the Tamiami Swing Bridge

Project Number 20080236 (E08-PW-03)

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, Suite 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, Suite 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:_____
Vice-Pres: _____
Secretary: _____
Treasurer: _____

(b) President: _____
Vice-Pres:_____
Secretary:
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) _____ (Name)
(c) _____ (Title)

(d) _____ (Name)
(d) _____ (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:

Signature of CEO/President or Designated Representative

Charles Gozdziewski
Printed Name of CEO/President or Designated Representative

Sworn before me

On this 1 Day of October, 2008

Notary Public

FANNY A. OSORIO
Notary Public, State of New York
No. 01OS5080893
Qualified in New York County
Commission Expires June 16, 2011

Signature of Affirmative Action Officer

Michelle Billinghurst
Printed Name of Affirmative Action Officer

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. | | | | 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 | 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 | 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 |

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

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

*Rev. 02/05*

# 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 X 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 | 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**

*Rev. 02/05*



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**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**

**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) | | | |
| 10/19/04 | $ 38,333.55 | $ 38,333.55 | 0 % |

Summary of Construction Work performed: Miami Dade County Public Works Dept
Bridge Repair & Painting at Pine Tree Dr. Miami Beach

Litigation Arising out of Contract: N/A

(2)

| | | | |
|---|---|---|---|
| 10/03/05 | $ 220,000.00 | $ 220,000.00 | 0 % |

Summary of Construction Work performed: Miami Dade County Public Works Dept
Design of Sonovoid Structural Repairs to include design for improvement to guard rails and slope protection

Litigation Arising out of Contract: N/A

(ADD EXTRA SHEET(S) IF NEEDED.)

**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 |
|---|---|---|---|
| (3) 2/06/07 | $ 27,720.00 | $ 27,720.00 | 0 % |

Summary of Construction Work performed: Miami Dade County Public Works Dept — Design Report to replace Mechanical & Electrical Systems

Litigation Arising out of Contract: N/A

| | | | |
|---|---|---|---|
| (4) 7/09/07 | $ 99,745.64 | $ 99,745.64 | 0 % |

Summary of Construction Work performed: Miami Dade County Public Works Dept — Perform Load Ratings for Countrywide Sonovoid Bridges

Litigation Arising out of Contract: N/A

(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 |
|---|---|---|---|
| (5) 7/23/07 | $ 49,942.15 | $ 49,942.15 | 0 % |

Name of Dept. & Summary of Professional Services performed: Miami Dade County Public Works Dept. — Pine Tree Dr Bridge Structural Inspection & Repairs Design Phase 2

Litigation Arising out of Agreement: N/A

| | | | |
|---|---|---|---|
| (6) 12/18/08 | $ 66,893.09 | $ 66,893.09 | 0 % |

Name of Dept. & Summary of Professional Services performed: Miami Dade County Public Works Dept. — 17th Avenue Bridge over the Miami River Structural Report

Litigation: N/A

Arising out of Agreement:

(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** |
|---|---|---|---|
| (7) | | | |
| 4/06/09 | $ 149,985.96 | $ 149,985.96 | 0 % |

Name of Dept. & Summary of Professional Services performed: Miami Dade County Public Works Dept. — Bridge Blast Vulnerability Study

Litigation Arising out of Agreement: N/A

| | | | |
|---|---|---|---|
| (8) | | | |
| 5/05/09 | $ 73,476.68 | $ 73,476.68 | 0 % |

Name of Dept. & Summary of Professional Services performed: Miami Dade County Public Works Dept. — Bridge Repairs & Painting at Pine Tree Dr. Miami Beach

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** |
|---|---|---|---|
| (9) | | | |
| 6/08/09 | $ 294,612.43 | $ 294,612.43 | 0 % |

Name of Dept. & Summary of Professional Services performed: Miami Dade County Public Works Dept. — Miami Avenue Bridge Repairs

Litigation: N/A

Arising out of Agreement: _____

| | | | |
|---|---|---|---|
| (10) | | | |
| $ | $ | | % |

Name of Dept. & Summary of Professional Services performed: _____

Litigation: _____

Arising out of Agreement: _____

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY**
**PART III**

A. How long has firm been in business? 122 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.

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## 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.

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## 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.

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## 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.

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## 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.

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**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.

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## 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.

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## 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.

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**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. Nobles
Signature of Affiant

Timothy J. Nobles-Barber 1/3-1/8/4/2/5/1/8
Printed Name of Affiant and Title Federal Employment Identification Number

SUBSCRIBED AND SWORN TO (or affirmed) before me this 24th day of August, 2009
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

SRS.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/23/2009

| PRODUCER | 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. | |
|---|---|---|
| (770)552-4225 FAX:<br>Ames and Gough<br>450 Northridge Parkway<br>Suite 102<br>Atlanta GA 30350 | **INSURERS AFFORDING COVERAGE** | **NAIC #** |
| **INSURED** | INSURER A: Zurich American Insurance | |
| Hardesty & Hanover, LLP<br>1501 Broadway<br><br>New York NY 10036 | 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/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| A | | **GENERAL LIABILITY**<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS MADE X OCCUR<br>X Contractual Liab.<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT X LOC | GLO 9434236-01 | 11/1/2009 | 11/1/2010 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 300,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS<br>X Hired Phys Damage | BAP 9433500-01 | 11/1/2009 | 11/1/2010 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| | | **GARAGE LIABILITY**<br>ANY AUTO | | | | AUTO ONLY - EA ACCIDENT<br>OTHER THAN AUTO ONLY: EA ACC<br>AGG | $<br>$<br>$ |
| B | | **EXCESS / UMBRELLA LIABILITY**<br>X OCCUR CLAIMS MADE<br>DEDUCTIBLE<br>RETENTION $ | SEO 5940774-01 | 11/1/2009 | 11/1/2010 | EACH OCCURRENCE<br>AGGREGATE | $ 8,000,000<br>$ 8,000,000<br>$<br>$<br>$ |
| A | | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under SPECIAL PROVISIONS below | WC 9433501-01 | 11/1/2009 | 11/1/2010 | X WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A | | **OTHER** Valuable Papers | CPP 9433490-01 | 11/1/2009 | 11/1/2010 | Limit | $1,000,000 |

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

Re: Provide professional services in connection with replacement of the Tamiami Swing Bridge, OCI Project #E08-PW-03. H&H #2585

Miami-Dade County is named as an additonal insured on the above referenced liability policies with the exception of workers compensation and professional liability.

**CERTIFICATE HOLDER**

Miami-Dade County
Risk Management Division
111 N.W. First Street
Suite 2340
Miami, FL 33128-1987

**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
Matias Ormaza/NOYOLA


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# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/24/2009

PRODUCER (770) 552-4225 FAX:
Ames and Gough
450 Northridge Parkway
Suite 102
Atlanta GA 30350

3944

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
1501 Broadway

New York NY 10036

5979

| INSURERS AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Zurich American Insurance | 02563 |
| INSURER B: Steadfast Insurance | 03557 |
| 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<br>[X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS MADE [X] OCCUR<br>[X] Contractual Liab.<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [X] LOC | 9434236-00 | 11/1/2008 | 11/1/2009 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 300,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] ALL OWNED AUTOS<br>[ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS<br>[X] NON-OWNED AUTOS<br>[X] Hired Phys Damage | 9433500-00 | 11/1/2008 | 11/1/2009 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| | | GARAGE LIABILITY<br>[ ] ANY AUTO | | | | AUTO ONLY - EA ACCIDENT<br>OTHER THAN AUTO ONLY: EA ACC<br>AGG | $<br>$<br>$ |
| B | | EXCESS/UMBRELLA LIABILITY<br>[X] OCCUR [ ] CLAIMS MADE<br>[ ] DEDUCTIBLE<br>[X] RETENTION $ 10,000 | 5940774-00 | 11/1/2008 | 11/1/2009 | EACH OCCURRENCE<br>AGGREGATE | $ 8,000,000<br>$ 8,000,000<br>$<br>$<br>$ |
| A | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below | 9433501-00 | 11/1/2008 | 11/1/2009 | [X] WC STATU-TORY LIMITS [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A | | OTHER Valuable Papers | CPP 9433490-00 | 11/1/2008 | 11/1/2009 | Limit | $3,585,000 |

APPROVED AS TO INSURANCE REQUIREMENTS
RISK MANAGEMENT DIVISION
DATE 08/31/09

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

Re: Provide professional services in connection with replacement of the Tamiami Swing Bridge, OCI Project #E08-PW-03. H&H #2585

Miami-Dade County is named as an additonal insured on the above referenced liability policies with the exception of workers compensation and professional liability.

CERTIFICATE HOLDER

Miami-Dade County
Risk Management Division
111 N.W. First Street
Suite 2340
Miami, FL 33128-1987

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
Matias Ormaza/NOYOLA

118


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# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/24/2009

PRODUCER (770) 552-4225 FAX:
Ames and Gough
450 Northridge Parkway 3944
Suite 102
Atlanta GA 30350

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INSURED
Hardesty & Hanover, LLP 5979
1501 Broadway

New York NY 10036

| INSURERS AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Beazley Insurance Company | 11448 |
| 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 occurrence) | $ |
| | | ☐ CLAIMS MADE ☐ OCCUR | | | | MED EXP (Any one person) | $ |
| | | | | | | PERSONAL & ADV INJURY | $ |
| | | | | | | GENERAL AGGREGATE | $ |
| | | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | PRODUCTS - COMP/OP AGG | $ |
| | | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | |
| | | AUTOMOBILE LIABILITY | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | ☐ ANY AUTO | | | | BODILY INJURY (Per person) | $ |
| | | ☐ ALL OWNED AUTOS | | | | | |
| | | ☐ SCHEDULED AUTOS | | | | BODILY INJURY (Per accident) | $ |
| | | ☐ HIRED AUTOS | | | | | |
| | | ☐ 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 | 1/1/2009 | 1/1/2010 | Per Claim | $5,000,000 |
| | | | | | | Aggregate | $10,000,000 |
| | | | | | | Deductible | $350,000 |

APPROVED AS TO INSURANCE REQUIREMENTS
RISK MANAGEMENT DIVISION
DATE 08/31/09

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Re: Provide professional services in connection with replacement of the Tamiami Swing Bridge, OCI Project #E08-PW-03. H&H #2585

**CERTIFICATE HOLDER**

Miami-Dade County
Risk Management Division
111 N.W. First Street
Suite 2340
Miami, FL 33128-1987

**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
Matias Ormaza/NOYOLA

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