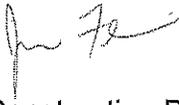


Date: September 17, 2014

To: Gary Hartfield, Division Director
Internal Services Department
Small Business Development Division

From: James P. Ferreira, Engineer 2 
Capital Improvements Section, Construction Division
Public Works and Waste Management Department (PWWM)

Subject: Notice of Construction Project:
Miscellaneous Construction Contracts (MCC) Program: MCC 7360 Plan
Request for Price Quotation (RPQ) No. 20140161
Joint Participation Agreement (JPA) between Florida Department of
Transportation (FDOT) and Miami-Dade Transit (MDT)
Busway Pedestrian Access Improvements, FM 41805019401, MDT-4

RECOMMENDATION

PWWM Capital Improvements recommends a 9.91% Disadvantaged Business Enterprise (DBE) participation goal pursuant to the DBE requirements of 49 CFR Part 26, as amended. Furthermore, it is a requirement of the JPA that PWWM utilize DBE firms to comply with the current State DBE goal. The total estimated cost for the Project is \$430,440.00. The Community Workforce Program (CWP) is not applicable to this project.

BACKGROUND

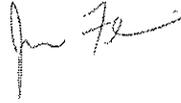
PWWM is preparing Solicitation Documents on behalf of MDT to perform the work described below, and as established in the Subject JPA (attached for reference).

SCOPE OF WORK

Work under this Contract includes the furnishing of all supervision, labor, materials, tools, and equipment, and performing all operations required to construct the Project in accordance with the Contract Documents, including the construction of pedestrian accessibility improvements along bus stops within a quarter mile of selected bus stops. Work includes construction of new sidewalks, sidewalk connectors, driveway approaches, curb ramps, and curbs and gutters; the reconstruction or repairs of existing sidewalks, driveway approaches, curb ramps, or curbs and gutters; the removal and disposal of existing pavement, existing trees, tree roots, or debris; grading, preparation of subgrade, and sodding; and the adjustment of existing utility valve covers to new finished grade. Any combination of the work described herein may be required to be performed at any given site pursuant to the requirements of the Work Order governing the site. Contractor must provide as-built drawings at the end of each work order.

If any additional information is needed, please call me at (305) 375-3267, or Alejandro Martinez-Esteve, RA, LEED AP at (305) 375-2930.

AM/jpf



Attachments (2)

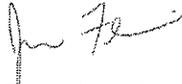
C: Vivian Forhat-Diaz, ISD
Laurie Johnson, ISD
Bassam Moubayed, PWWW
Alejandro Martinez-Esteve, RA, LEED AP, PWWW
Alfredo E. Munoz, PE, PWWW
Dianah Coakley, PWWW
Lisset Cabrera, PWWW
Project File

Miami-Dade County Public Works and Waste Management Department
Contract/Project Measure Analysis and Recommendation

RPQ No.: 20140161
RPQ Title: Busway Pedestrian Access Improvements FM 41805019401, MDT-4

To: Gary T. Hartfield, Director
Internal Services Department
Small Business Development Division

From: James P. Ferreira, Engineer 2
Public Works and Waste Management Department



Date: September 17, 2014

Department: Public Works and Waste Management

Contract Type: Single Trade – Sidewalk with ancillary work

Request for Price Quotation (RPQ) No.: 20140161

Re-submittal: Yes

No

Project Title: Busway Pedestrian Access Improvements FM 41805019401, MDT-4

Standard Industrial Code (SIC): 16-Highway Construction

Estimated Project Cost: \$430,440.00

Funding Source: State of Florida through a JPA with MDT

Bonding Requirements: Bid Bond– 5% of base bid amount
Performance Bond- 100% of Contract Award Amount

Method of Award: Lowest, Responsive, Responsible Bidder: Line Item

SCOPE OF WORK

Work under this Contract includes the furnishing of all supervision, labor, materials, tools, and equipment, and performing all operations required to construct the Project in accordance with the Contract Documents, including the construction of pedestrian accessibility improvements along bus stops within a quarter mile of selected bus stops. Work includes construction of new sidewalks, sidewalk connectors, driveway approaches, curb ramps, and curbs and gutters; the reconstruction or repairs of existing sidewalks, driveway approaches, curb ramps, or curbs and gutters; the removal and disposal of existing pavement, existing trees, tree roots, or debris; grading, preparation of subgrade, and sodding; and the adjustment of existing utility valve covers to new finished grade. Any combination of the work described herein may be required to be performed at any given site pursuant to the requirements of the Work Order governing the site. Contractor must provide as-built drawings at the end of each work order.

Miami-Dade County Public Works and Waste Management Department
Contract/Project Measure Analysis and Recommendation

RPQ No.: 20140161
RPQ Title: Busway Pedestrian Access Improvements FM 41805019401, MDT-4

CONTRACTOR CERTIFICATION AND EXPERIENCE REQUIREMENTS

A. Certificate of Competency Requirement



1. Certificate of Competency from the County's Construction Trades Qualifying Board as a General Engineering Contractor or as a Specialty Engineering Contractor, commensurate to the requirements of the Scope of Work, in one or more engineering crafts to include paving engineering contractor or concrete-work engineering contractor. The specialty contractor shall subcontract with a qualified contractor any work which is incidental to the specialty but is specified in the aforementioned Code as being the work of other than that of the Engineering Specialty for which certified. or
2. Pursuant to Section 255.20, Florida Statutes (F.S.) has been prequalified and considered eligible by the Florida Department of Transportation (FDOT) under Section 337.14, F.S. and Chapter 14-2, Florida Administrative Code, to perform the work described in the Contract Documents. Contractors seeking consideration under this Paragraph shall submit along with the Bid Documents for review and consideration, current copy(ies) of their FDOT Certificate(s) of Qualification, Certification of Work Underway, and Status of Contract(s) On Hand. Acceptable FDOT prequalification(s) necessary to perform the Work specified in the Contract Documents include the Sidewalk Work Class.

B. Experience Requirement:

1. The Bidder, through full time personnel employed by the Bidder, must demonstrate a minimum of five years of continual experience as the prime contractor in projects with scopes comparable to the Project Scope of Work. Demonstrate the experience requirement by:
 - a. Providing a detailed description of completed projects, similar to the Project Scope of Work, in which the Bidder is currently engaged or has completed within the past ten years. List and describe those projects performed for government clients, similar size private entities, and any work performed for the County. The description should identify for each project (1) the client, (2) description of work, (3) total dollar value of the contract, (4) contract duration, (5) customer contact person and phone number for reference, (6) statement or notation of whether Bidder is/was the prime contractor or subcontractor, and (7) the results of the project; or
 - b. Pursuant to Section 255.20, F.S., the County may consider a bid from a Bidder in good standing, meeting the license requirements above, that has been prequalified and considered eligible by the Florida Department of Transportation (FDOT) under Section 337.14, F.S. and Chapter 14-2, Florida Administrative Code, to perform the work described in the Contract Documents. Contractors seeking consideration under this Paragraph shall submit along with the Bid Documents for review and consideration, current copy(ies) of their FDOT Certificate(s) of Qualification in the Sidewalk Work Class, Certification of Work Underway, and Status of Contract(s) On Hand.

Miami-Dade County Public Works and Waste Management Department
Contract/Project Measure Analysis and Recommendation

RPQ No.: 20140161
RPQ Title: Busway Pedestrian Access Improvements FM 41805019401, MDT-4

PWWM Areas for possible measures:
N/A



PWWM Areas recommended for CSBE participation:
N/A

Contract Measure Recommendation:

- No Measure
- Set-Aside:
 - Level I
 - Level II
 - Level III
- Trade Set-Aside(s)
- Aggregate Set-Aside
- CSBE Subcontractor Goal
- CWP
- DBE Subcontractor Goal: 9.91%

Reason for Recommendation:
As per JPA agreement.

CSBE Prime History of similar Contracts/Projects for previous three years:
None

Scope of Work History Summary – Subcontracting Opportunities:
N/A

Areas used to meet subcontractor goal (Awarded Contractor):
N/A

Similar Projects previously submitted for Project Review and Analysis Process:
None

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

725-030-06
PUBLIC TRANSPORTATION
06/07
Page 1 of 14

Financial Project No.: 41805019401 <small>(form-segment-phase-sequence)</small>	Fund: DSDDR Function: 639 Federal No.: N/A DUNS No.: 80-939-7102	FLAIR Approp.: 088774 FLAIR Obj.: 750017 Org. Code: 55062020629 Vendor No.: F596000573129 CSFA Number: 55017
Contract No.: AP084 CFDA Number: N/A		

THIS AGREEMENT, made and entered into this 25th day of JUNE, 2008,
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,
hereinafter referred to as the Department, and MIAMI-DADE TRANSIT AGENCY
701 NW FIRST COURT STE1600, MIAMI, FL 33136
hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed
on or before JUNE 30, 2010 and this Agreement will expire unless a time extension is provided
in accordance with Section 18.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described,
and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including
the implementation of an integrated and balanced transportation system and is authorized under
341.041
Florida Statutes, to enter into this Agreement.

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

1.00 Purpose of Agreement: The purpose of this Agreement is
to provide Department Transit Urban Capital Program funding to the Miami-Dade Transit Agency for construction of
pedestrian accessibility improvements (sidewalks, ramps & crosswalks) along the South Miami-Dade Busway between
SW 200 Street (Cutter Ridge) and SW 88th Street (Dadeland) within one-quarter mile of selected bus stop locations. See
Attachments 1 & 2 for project details and location information. Department Participation Rate is 50% of eligible project
expenses.

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

2.00 Accomplishment of the Project

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

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

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

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

3.00 Project Cost: The total estimated cost of the project is \$ 2,500,000. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ 1,250,000 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total project cost shown in Exhibit "B", whichever is less.

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

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

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

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

6.00 Project Budget and Payment Provisions:

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

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

7.00 Accounting Records:

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

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

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

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

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

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

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

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

7.62 Audits:

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

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

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

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

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

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

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

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

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

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

Part III Other Audit Requirements

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

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

Part IV Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Section 7.622 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, by or on behalf of the recipient directly to each of the following:

A. The Department at each of the following addresses:

FDOT D6 PUBLIC TRANSPORTATION OFFICE
1000 NW 111th AVENUE, RM. 6114
MIAMI, FL 33172-5800

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

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

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

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

FDOT D6 PUBLIC TRANSPORTATION OFFICE
1000 NW 111th AVENUE, RM. 6114
MIAMI, FL 33172-5800

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

FDOT D6 PUBLIC TRANSPORTATION OFFICE
1000 NW 111th AVENUE, RM. 6114
MIAMI, FL 33172-5800

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

FDOT D6 PUBLIC TRANSPORTATION OFFICE
1000 NW 111th AVENUE, RM. 6114
MIAMI, FL 33172-5800
 - B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450
4. Copies of reports or the management letter required by Section 7.62 Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:
 - A. The Department at each of the following addresses:

FDOT D6 PUBLIC TRANSPORTATION OFFICE
1000 NW 111th AVENUE, RM. 6114
MIAMI, FL 33172-5800
5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

7.63 Record Retention: The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

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

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

8.00 Requisitions and Payments:

8.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District SIX (6) Public Transportation Office 1000 NW 111th AVENUE, RM 6114, MIAMI, FL, 33172-5800 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 7.10 hereof) to justify and support the payment requisitions.

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

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

8.13 For real property acquired, submit;

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

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

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

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

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

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

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

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

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

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

9.00 Termination or Suspension of Project:

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

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

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

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

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

12.00 Contracts of the Agency:

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

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

12.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

12.31 DBE Policy: It is the policy of the Department that disadvantaged business enterprises as defined in 49 CFR Part 26, as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of 49 CFR Part 26, as amended, apply to this Agreement.

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

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

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

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

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

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

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

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

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

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

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

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

14.00 Miscellaneous Provisions:

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

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

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

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

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

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

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

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

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

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

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

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

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

17.00 Appropriation of Funds:

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

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

18.00 Expiration of Agreement: The Agency agrees to complete the project on or before JUNE 30, 2010. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the DISTRICT SECRETARY OR DESIGNEE. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9.00 of this Agreement shall be initiated.

18.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement. Invoices submitted after the 120 day time period will not be paid.

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

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

21.00 Restrictions on Lobbying:

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

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

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

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

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

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

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Services Hotline, 1-800-848-3792.

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

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

Financial Project No. 41805019401

Contract No. AP084

Agreement Date JUN 25 2008

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

AGENCY

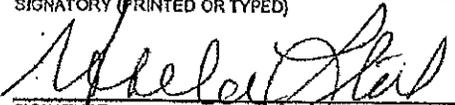
FDOT

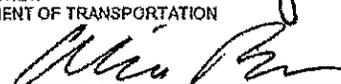
MIAMI-DADE TRANSIT AGENCY
AGENCY NAME

See attached Encumbrance Form for date of Funding
Approval by Comptroller

Ysela Llorc
SIGNATORY (PRINTED OR TYPED)


LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION


SIGNATURE


DEPARTMENT OF TRANSPORTATION

Assistant County Manager
TITLE

D6, Director-Transportation Systems Development
TITLE

Approved by County Attorney as
to form and legal sufficiency. 

Bruce Libhaber

Carson, Ed

From: The job F1989DKR
Sent: Friday, December 28, 2007 1:59 PM
To: Carson, Ed
Subject: FUNDS APPROVAL/REVIEWED FOR CONTRACT AP084

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #AP084 Contract Type: AH Method of Procurement: G
Vendor Name: MIAMI-DADE TRANSIT AGENCY
Vendor ID: VF596000573129
Beginning date of this Agmt: 04/30/08
Ending date of this Agmt: 06/30/10
Contract Total/Budgetary Ceiling: ct = \$1,250,000.00

Description:
MDTA-Pedestrian Accessibility Improvements to the South
Miami-Dade Busway between SW 200 Street and SW 88 Street.
State Participation Rate=50%

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

Action: ORIGINAL Funds have been: APPROVED

55	062020629	*PT	*750017	*	1250000.00	*41805019401	*639	*
2008			*55100100			*088774/08		
0001			*00	*		*0001/04		

TOTAL AMOUNT: *\$ 1,250,000.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 12/28/2007

Table 1 provides a summary of the presence of sidewalks, as well as crosswalks and pedestrian ramps in the entire study area along the Busway (Phase 1).

Table 1
Results in the Study Area

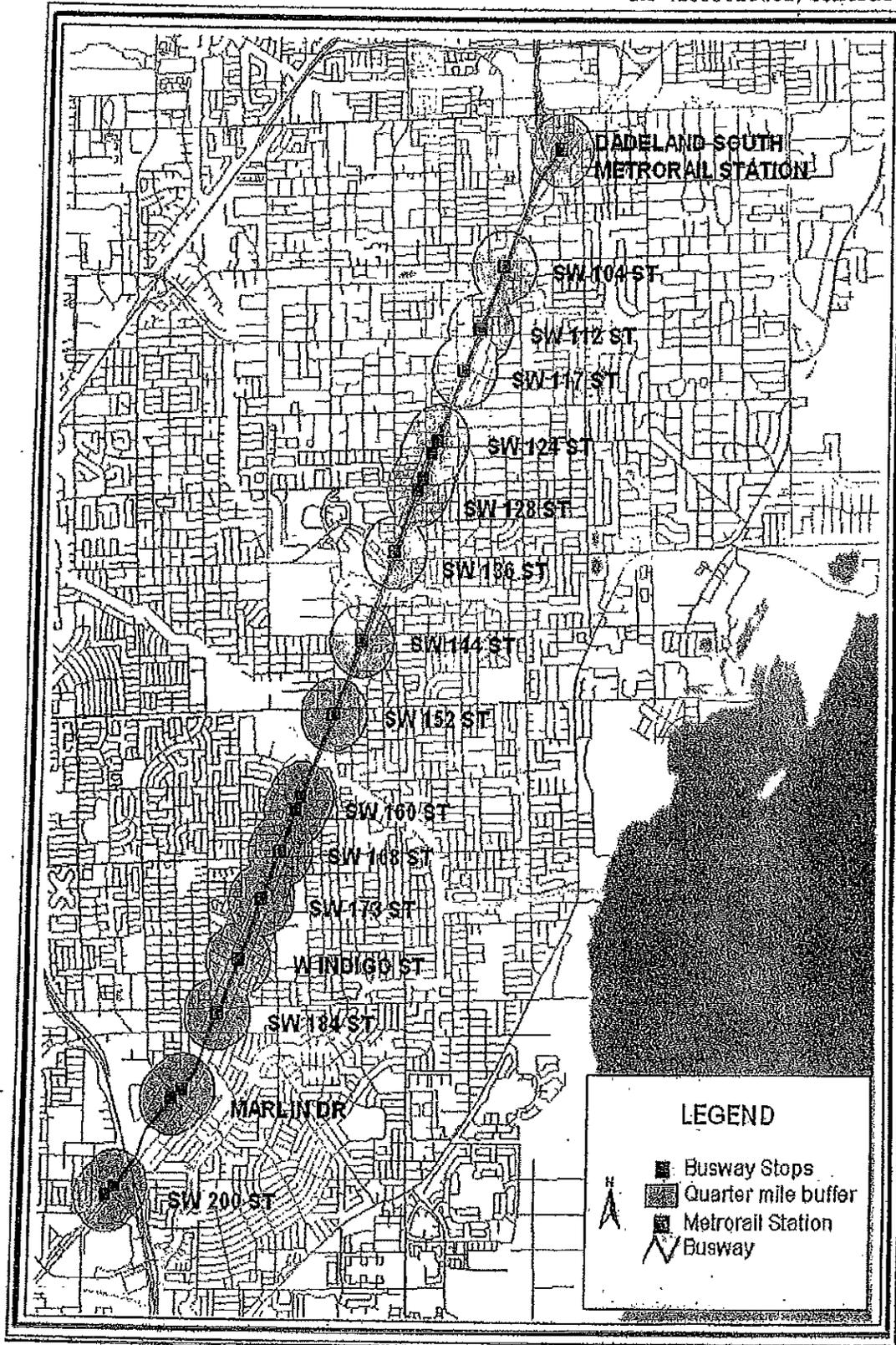
Station	Sidewalks present	Sidewalks not present	# of intersections	Crosswalks missing	Ramps missing
Dadeland South	53	32	35	27	35
SW 104th St.	20	22	15	10	8
SW 112th St.	12	51	20	23	39
SW 117th St.	13	38	14	21	22
SW 124th St.	29	17	14	13	4
SW 128th St.	40	35	24	14	13
SW 136th St.	17	15	14	7	10
SW 144th St.	23	30	18	14	14
SW 152nd St.	26	22	13	9	13
SW 160th St.	49	11	16	17	16
SW 168th St.	54	27	27	34	20
SW 173rd St.	60	27	30	36	19
Indigo St.	69	52	35	45	31
SW 184th St.	62	4	24	13	4
Marlin Rd.	16	8	6	6	3
SW 200th St.	34	3	10	9	10
Total	577	394	315	298	261

Table 2
Project Construction Costs

Deficiency	Qty.	Unit Cost	Construction cost
Sidewalks	206,955 ft	\$5.21/ft ²	\$6,469,413
Pedestrian Ramps	261	\$688/Ramp	\$179,568
Crosswalks	298	\$1.04/ft	\$15,496
		Subtotal	\$6,664,477
		PE Costs 10%	\$666,448
		CEI Costs 8%	\$533,158
		TOTAL	\$7,864,083

Notes:

1. Construction costs do not include ROW, Mobilization, MOT, utilities relocation, driveways, permits and/or environmental costs, etc.
2. A sidewalk width of 6 feet has been assumed for construction costs.
3. A crosswalk length of 25 feet has been assumed for construction costs.
4. Pedestrian ramp of 10 feet by 4 feet with 4 feet by 2 feet detectable warning system (DWS) in an uncurbed roadway has been assumed for construction cost



From: Quarter (1/4) Mile Accessibility Report
Along Busway Phase 1, MDTA (Sept. 2007)

FINANCIAL PROJECT NO. 41805019401
CSFA 55017
CONTRACT NO. AP084

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

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

MIAMI-DADE TRANSIT AGENCY
701 NW FIRST COURT, SUITE 1600, MIAMI, FL 33136

dated JUN 25 2008

PROJECT LOCATION:

Miami-Dade County, Florida

PROJECT DESCRIPTION:

Provide Department Transit Urban Capital Grant Program funding for construction of pedestrian accessibility improvements along the South Miami-Dade Busway between SW 200 and SW 88th Streets. State Participation Rate is 50%.

SPECIAL CONSIDERATIONS BY AGENCY:

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

SPECIAL CONSIDERATIONS BY DEPARTMENT: None

FINANCIAL PROJECT NO. 41805019401
 CSFA 55017
 CONTRACT NO. AP084

**EXHIBIT "B"
 PROJECT BUDGET**

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

MIAMI-DADE TRANSIT AGENCY
701 NW FIRST COURT, SUITE 1600, MIAMI, FL 33136

dated JUN 25 2008

PROJECT COST:

Pedestrian Accessibility Improvements along the South Miami-Dade Busway
 between SW200 & SW88 Streets \$2,500,000

TOTAL PROJECT COST: \$2,500,000

II. PARTICIPATION:

Maximum Federal Participation FTA, FAA	(0%)	\$
Agency Participation In-Kind		
Cash	(50%)	\$1,250,000
Other		

Maximum Department Participation,
 Primary
 (DS)(DDR)(DIM)(PORT)(CIGP) (50%) or \$1,250,000
 Federal Reimbursable (DU)(CM)(DFTA) or \$
 Local Reimbursable (DL) () % or \$

TOTAL PROJECT COST \$2,500,000

FINANCIAL PROJECT NO. 41805019401
CSFA NO. 55017
CONTRACT NO. AP084

EXHIBIT "C"
(GENERAL - with Safety Requirements)

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and _____
MIAMI-DADE TRANSIT AGENCY
701 NW FIRST COURT, SUITE 1600, MIAMI FL 33136

dated _____

Safety Requirements

- XX **Bus Transit System** - In accordance with Florida Statute 341.061, and Rule Chapter 14-90, Florida Administrative Code, the Agency shall submit, and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety Program Plan pursuant to Rule Chapter 14-90 and has performed annual safety inspections of all buses operated.
- XX **Fixed Guideway System** - (established) In accordance with Florida Statute 341.061, the Agency shall submit, and the Department shall have on file, annual certification by the Agency of compliance with its System Safety Program Plan, pursuant to Rule Chapter 14-15.017.

Program Funding & Project Requirements

Department financial assistance is provided through the Department's Transit Urban Capital Program to carry out this project. This project shall be conducted in accordance with the guidance for this program and with all applicable State of Florida Statutes.

Department funding is provided solely for the construction of pedestrian accessibility improvements (sidewalks, ramps and crosswalks) on the South Miami-Dade Busway between SW 200th Street (Culler Ridge) and SW 88th Street (Dadeland). Project elements include the construction of these improvements at approximately sixteen (16) locations within one quarter mile of the busway segment described above and shown on Attachment 2. Eligible project costs are limited to capital construction costs and Construction Engineering Inspection (CEI) expenses only. No other costs including planning, design, travel or administrative costs incurred by the Agency shall be reimbursed by the Department.

There is a five (5) year limitation on funds encumbered under this Agreement. Any funds encumbered for this contract will be forfeited if not expended by March 31 of the fifth fiscal year following the fiscal year of encumbrance. Forfeiture of said funds may further result in termination or voidance of the contract.

Attachment 1 provides quantities of deficient amenities and the estimated project construction costs. Attachment 2 is a map showing project locations in the corridor. The Quarter (1/4) Mile Accessibility Report Along Busway Phase I by the MDTA Office of Civil Rights and Labor Relations (September 2007) is incorporated by Reference. The information in Attachments 1 and 2 was derived from this report.

January 23, 2008

23

FINANCIAL PROJECT NO. 41805019401
CSFA NO. 55017
CONTRACT NO. AP084

EXHIBIT D

STATE AGENCY: FDOT

CSFA #: 55.017

TITLE: New Starts Transit Program

AMOUNT: \$ 1,250,000

COMPLIANCE REQUIREMENTS:

Allowed Activities: Allowable activities are eligible capital expenses of a New Start project, in accordance with Section 341.051(5)(a). Eligible costs include final design, right-of-way acquisition, construction, and acquisition of capital equipment.

Planning and preliminary engineering are not allowable activities with regards to New Starts Transit Program funding.

Allowable Cost: New Start Transit Program may fund up to 1/2 of the nonfederal share of eligible capital costs, in accordance with Section 341.051(5)(a). Departmental participation in the final design, right-of-way acquisition, and construction of an individual fixed-guideway project which is not approved for federal funding shall not exceed 12.5 percent of the total cost of each phase.

Cash Management: N/A

Eligibility: Public transit providers, which are public agencies providing public transit service, including rail authorities created in Chapter 342, F.S. (Section 341.031(1))

Equipment/Real Property Management: This should be the same guidance that we provide for other transit capital oriented programs, as specified in the JPA boilerplate.

Matching: Up to 1/2 of the nonfederal share of eligible expenses, not to exceed the local share.

Period of Availability: The funds would normally be available for multiple years. The specific time frame will be the term specified in the joint participation agreement between the Department and the agency.

Reporting: The reporting requirements will also be those as specified in the joint participation agreement.

Subrecipient Monitoring: Projects managed and monitored at the FDOT District Office level.

Special Test Provisions: Special requirements for the project would once again be spelled out in the JPA.

January 25, 2000

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

725-030-07
 PUBLIC TRANSPORTATION
 0407
 Page 1 of 4

Financial Project No.: 41805019401 <small>(Plan-segment-phase-sequence)</small>	Fund: DPTO Function: 639 Federal No.: N/A DUNS No.: N/A Catalog of Federal Domestic Assistance Number: N/A	FLAIR Category: 088774 Object Code: 750017 Org. Code: 55082020829 Vendor No.: F596000573129 Catalog of State Financial Assistance Number: 55.017
Contract No.: APO84		

THIS AGREEMENT, made and entered into this 18th day of May, 2010,
 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,
 hereinafter referred to as the Department, and Miami-Dade Transit
701 NW First Court, Suite 1300, Miami, FL 33136
 hereinafter referred to as Agency.

WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the 26th day of June, 2008,
 entered into a Joint Participation Agreement; and

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

WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment
 "A" for a total Department Share of \$1,850,000.00

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

1.00 Project Description: The project description is amended

Provide State Transit Urban Capital Program funding for the construction of pedestrian accessibility improvements (sidewalks, ramps & crosswalks) along the South Miami-Dade Busway between SW 200th Street (Cutler Ridge) and SW 88th Street (Dadeland) within one-quarter mile of selected bus stop locations as depicted in Attachment #3. Eligible costs are limited to capital construction costs, Construction Engineering Inspection (CEI) services, and additionally Right of Way acquisition, final design services, and post design services. State Participation Rate is 50% of the non-Federal share.

BUSINESS UNIT CODE	
PROJ. #	<u>CIP 07.2 & CIP 07.108</u>
PROJ. NAME	<u>ADA Pedestrian Access.</u>
FCSC	<u>3.04</u>
DOCUMENT DESCRIPTION	<u>Supplemental JPA</u>
CONTRACT # (if applicable)	<u>EDP.</u>

Financial Project No. 41806019401

Contract No. APO84

Agreement Date MAY 19 2010

Except as hereby modified, amended or changed, all other terms of said Agreement dated June 26th 2008 and any subsequent supplements shall remain in full force and effect.

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

AGENCY

Miami-Dade Transit
AGENCY NAME

Ysela Llorca

SIGNATORY (PRINTED OR TYPED)

[Signature]
SIGNATURE

Assistant County Manager

TITLE

FDOT

See attached Encumbrance Form for date of Funding Approval by Comptroller

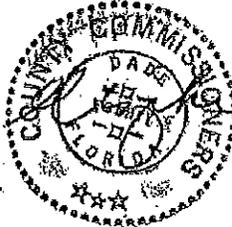
[Signature]
LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

[Signature]
DEPARTMENT OF TRANSPORTATION

District 6 Director of Transportation Development

TITLE

[Signature]
Approved as to form
and legal sufficiency



[Signature]

2.00 Project Cost:

Paragraph 3.00 of said Agreement is increased by \$1,200,000.00
bringing the revised total cost of the project to \$ 3,700,000.00

Paragraph 4.00 of said Agreement is increased by \$600,000.00
bringing the Department's revised total cost of the project to \$ 1,850,000.00

3.00 Amended Exhibits:

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

4.00 Contract Time:

Paragraph 18.00 of said Agreement June 30th 2011

Carson, Ed

From: The Job F1989HLR
Sent: Monday, February 15, 2010 3:41 PM
To: Carson, Ed
Subject: FUNDS APPROVAL/REVIEWED FOR CONTRACT AP084

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #AP084 Contract Type: AH Method of Procurement: G
Vendor Name: MIAMI-DADE TRANSIT
Vendor ID: VF596000573129
Beginning date of this Agmt: 06/25/08
Ending date of this Agmt: 06/30/11
Contract Total/Budgetary Ceiling: ct = \$1,850,000.00

Description: MDT-Pedestrian Accessibility Improvements to the
South Miami-Dade Busway between SW 200 Street and SW 88 Street.
SJPA NO. 1. 50% SPR.

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

Action: SUPPLEMENTAL Funds have been: APPROVED

55 062020629 *PT *750017 * 600000.00 *41805019401 *639 *
2010 *55100100 *088774/10
S001 *00 * ONE *0002/04

TOTAL AMOUNT: *\$ 600,000.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 02/15/2010

Carson, Ed

From: The job F1989DKR
Sent: Friday, December 28, 2007 1:59 PM
To: Carson, Ed
Subject: FUNDS APPROVAL/REVIEWED FOR CONTRACT AP084

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #AP084 Contract Type: AH Method of Procurement: G
Vendor Name: MIAMI-DADE TRANSIT AGENCY
Vendor ID: VF596000573129
Beginning date of this Agmt: 04/30/08
Ending date of this Agmt: 06/30/10
Contract Total/Budgetary Ceiling: ct = \$1,250,000.00

Description:
MDTA-Pedestrian Accessibility Improvements to the South
Miami-Dade Busway between SW 200 Street and SW 88 Street.
State Participation Rate=50%

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

Action: ORIGINAL Funds have been: APPROVED

55 062020629 *PT *750017 * 1250000.00 *41805019401 *639.*
2008 *55100100 *088774/08
0001 *00 * *0001/04

TOTAL AMOUNT: *\$ 1,250,000.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 12/28/2007

Financial Project No. 41805019401

Contract No. APO84

Agreement Date MAY 19 2010

**ATTACHMENT "A"
 SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT**

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and Miami-Dade Transit
701 NW First Court, Suite 1300, Miami, FL 33136
 dated 6/25/2008

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

Increase State participation by \$600,000.00. Amended project cost is increased by \$1,200,000.00 to \$3,700,000.00. Agreement expiration date is extended to June 30, 2011. Additional eligible items added: Right of Way acquisition, final design services, and post design services.

I. Project Cost:	As Approved	As Amended	Net
	\$2,500,000.00	\$3,700,000.00	\$1,200,000.00
Total Project Cost	\$2,500,000.00	\$3,700,000.00	\$1,200,000.00
I. Fund	As Approved	As Amended	Net
Department:	\$1,250,000.00	\$1,850,000.00	\$600,000.00
Agency:	\$1,250,000.00	\$1,850,000.00	\$600,000.00
	\$0.00	\$0.00	\$0.00
Total Project Cost	\$2,500,000.00	\$3,700,000.00	\$1,200,000.00

Comments:

Dadeland South

	FROM	TO	Side of street
1	SW 73rd Pl. & SW 88th St.	SW 73rd Pl. & SW 89th St.	W
2	SW 73rd Pl. & S. Dadeland Blvd.	SW 73rd Pl. & SW 90th St.	W
3	SW 73rd Pl. & SW 90th St.	SW 73rd Pl. & SW 89th St.	W
4	Datran Rd. & S. Dadeland Blvd.	Datran Rd. & Busway.	W
5	Old S. Dixie Hwy. & SW 95th St.	Old S. Dixie Hwy. & Datran Rd.	E

SW 104th St.

	FROM	TO	Side of street
1	SW 79th Pl. & SW 104th St.	SW 79th Pl. & Cul de Sac.	W

SW 112th St.

	FROM	TO	Side of street
1	SW 111th Terr. & SW 82nd Ave.	SW 111th Terr. & Dead End.	N
2	SW 111th Terr. & SW 82nd Ave.	SW 111th Terr. & Dead End.	S
3	SW 108th St. & SW 80th Ave.	SW 108th St. & SW 79th Ct.	S
4	SW 79th Ct. & SW 108th St.	SW 79th Ct. & SW 110th St.	W
5	SW 110th St. & SW 79th Ct.	SW 110th St. & SW 80th Ave.	S
6	SW 80th Ave. & SW 110th St.	SW 80th Ave. & SW 112th St.	E
7	SW 80th Ave. & SW 108th St.	SW 80th Ave. & Cul de Sac.	W
8	SW 112th St. & SW 80th Ave.	SW 112th St. & Busway.	N

SW 117th St.

	FROM	TO	Side of street
1	SW 116th Terr. & SW 83rd Ct.	SW 116th Terr. & SW 82nd Rd.	N
2	SW 114th St. & SW 85th Ave.	SW 114th St. & Cul de Sac.	N
3	SW 83rd Ct. & SW 114th St.	SW 83rd Ct. & SW 116th St.	W

SW 124th St.

	FROM	TO	Side of street
1	SW 121st St. & SW 87th Ave.	SW 121st St. & SW 84th Ave.	N
2	SW 124th St & SW 84th Ave Rd.	SW 124th St. & Busway.	S
3	SW 83rd Ct. & SW 120th St.	SW 83rd Ct. & SW 116th Terr.	W

SW 128th St.

	FROM	TO	Side of street
1	SW 127th Terr. & SW 87th Ave.	SW 127th Terr. & SW 87th Pl.	S
2	SW 129th St. & SW 87th Ave.	SW 129th St. & SW 89th Ct.	N

SW 136th St.

Busway Phase I ADA Accessibility Improvements

	FROM	TO	Side of street
1	SW 134th St. & SW 88th Ave.	SW 134th St. & SW 87th Ave.	N
2	SW 88th Ave. & SW 133rd St.	SW 88th Ave. & SW 134th St.	E
3	SW 87th Ave. & SW 134th St.	SW 87th Ave. & SW 132nd St.	E

SW 144th St.

	FROM	TO	Side of street
1	SW 142nd St. & SW 90th Ave.	SW 142nd St. & Cul de Sac.	N
2	SW 142nd St. & SW 90th Ave.	SW 142nd St. & Cul de Sac.	S
3	SW 140th St. & SW 90th Ave.	SW 140th St. & Cul de Sac.	S

SW 152nd St.

	FROM	TO	Side of street
1	SW 150th St. & SW 93rd Ave.	SW 150th St. & Dead End.	N
2	SW 92nd Ave. & SW 152nd St.	SW 92nd Ave. & SW 150th St.	W
3	SW 93rd Ave. & SW 150th St.	SW 93rd Ave. & SW 149th St.	E
4	SW 93rd Ave. & SW 150th St.	SW 93rd Ave. & SW 149th St.	W

SW 168th St.

	FROM	TO	Side of street
1	SW 170th St. & S. Dixie Hwy. (SB)	SW 170th St. & SW 96th Ct.	N
2	SW 96th Ct. & SW 170th St.	SW 96th Ct. & SW 168th St.	E
3	SW 96th Ct. & SW 170th St.	SW 96th Ct. & SW 168th St.	W
4	SW 168th St. & SW 96th Ct.	SW 168th St. & Busway	S
5	SW 170th St. & SW 100th Ave.	SW 170th St. & SW 97th Ave.	N
6	SW 170th St. & SW 99th Ct.	SW 170th St. & SW 97th Ave.	S

SW 173rd St.

	FROM	TO	Side of street
1	Evergreen St. & Homestead Ave.	Evergreen St. & SW 99th Rd.	S
2	Banyan St. & SW 99th Ct.	Banyan St. & Homestead Ave.	N
3	Homestead Ave. & Banyan St.	Homestead Ave. & Dead End	W
4	Banyan St. & Homestead Ave.	Banyan St. & Walker Ave.	S
5	Banyan St. & Busway	Banyan St. & Cleveland Ave.	S
6	Banyan St. & Cleveland Ave.	Banyan St. & S. Dixie Hwy. (SB)	S
7	Cleveland Ave. & Banyan St.	Cleveland Ave. & Evergreen St.	E
8	Evergreen St. & Cleveland Ave.	Evergreen St. & S. Dixie Hwy. (SB)	N
9	Evergreen St. & Cleveland Ave.	Evergreen St. & S. Dixie Hwy. (SB)	S

Indigo St.

	FROM	TO	Side of street
1	SW 180th St. & Homestead Ave.	SW 180th St. & Dead End	N
2	Jessamine St. & Homestead Ave.	Jessamine St. & Dead End	N
3	SW 99th Rd. & Hibiscus St.	SW 99th Rd. & Evergreen St.	E
4	SW 99th Rd. & Hibiscus St.	SW 99th Rd. & Evergreen St.	W
5	Indigo St. & Homestead Ave.	Indigo St. & Dead End	S
6	Cleveland Ave. & Hibiscus St.	Cleveland Ave. & Evergreen St.	E
7	Cleveland Ave. & Hibiscus St.	Cleveland Ave. & Banyan St.	W

Busway Phase I ADA Accessibility Improvements

SW 184th St.

	FROM	TO	Side of street
1	SW 181st St. & SW 103rd Ave.	SW 181st St. & SW 102nd Ave.	S

Marlin Rd.

	FROM	TO	Side of street
1	Marlin Rd. & SW 106th Ave.	Marlin Rd. & SW 188th St.	S
2	Marlin Rd. & Busway	Marlin Rd. & SW 186th Ln.	N
3	SW 106th Ave. & Marlin Rd.	SW 106th Ave. & SW 190th St.	W
4	SW 106th Ave. & Marlin Rd.	SW 106th Ave. & SW 108th Ave.	E
5	SW 106th Ave. & SW 190th St.	SW 106th Ave. & SW 108th Ave.	W
6	SW 108th Ave. & SW 106th Ave.	SW 108th Ave. & SW 190th St.	E
7	SW 190th St. & SW 108th Ave.	SW 190th St. & SW 106th Ave.	N
8	SW 190th St. & SW 108th Ave.	SW 190th St. & SW 106th Ave.	S

SW 200th St.

	FROM	TO	Side of street
1	SW 200th Dr. & SW 200th St.	SW 200th Dr. & Entry Gate	E
2	SW 200th Dr. & SW 200th St.	SW 200th Dr. & Entry Gate	W

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

725-030-07
PUBLIC TRANSPORTATION
01/11
Page 1 of 4

Financial Project No.: <u>41805019401</u> <small>(Item-segment-phase-sequence)</small>	Fund: <u>DPTO</u> Function: <u>639</u> Federal No.: <u>N/A</u> DUNS No.: <u>N/A</u> Catalog of Federal Domestic Assistance Number: <u>N/A</u>	FLAIR Category: <u>088774</u> Object Code: <u>750017</u> Org. Code: <u>55062020829</u> Vendor No.: <u>F596000573129</u> Catalog of State Financial Assistance Number: <u>55.017</u>
--	---	---

THIS AGREEMENT, made and entered into this 18 day of May, 2011,
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,
hereinafter referred to as the Department, and MIAMI-DADE TRANSIT
701 NW First Court, Suite 1300, Miami, FL 33136
hereinafter referred to as Agency.

WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the 25th day of June, 2008,
entered into a Joint Participation Agreement; and

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

WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment
"A" for a total Department Share of \$1,850,000.00

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

1.00 Project Description: The project description is amended

The project description is amended to extend the project ending date for one year and to add E-Verify contract language
to the agreement as required under State of Florida Office of the Governor -- Executive Order 11-02 (Verification of
Employment Status). A copy of Executive Order 11-02 is provided in Attachment "B" of this supplemental agreement. All
other terms and conditions remain the same.

2.00 Project Cost:

Paragraph 3.00 of said Agreement is increased by \$0.00
bringing the revised total cost of the project to \$ 3,700,000.00

Paragraph 4.00 of said Agreement is increased by \$0.00
bringing the Department's revised total cost of the project to \$ 1,850,000.00

3.00 Amended Exhibits:

Exhibit(s) A, B, and C of said Agreement is amended by Attachment "A".

4.00 Contract Time:

Paragraph 18.00 of said Agreement June 30th, 2012

5.00 E-Verify:

The Agency shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Agency during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Agency to perform work pursuant to the contract with the Department.

Financial Project No. 41805019401

Contract No. APO84

Agreement Date MAY 18 . 2011

Except as hereby modified, amended or changed, all other terms of said Agreement dated June 25th 2008 and any subsequent supplements shall remain in full force and effect.

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

AGENCY

MIAMI-DADE TRANSIT
AGENCY NAME

Ysela Liort
SIGNATORY (PRINTED OR TYPED)

[Signature]
SIGNATURE

Assistant County Manager
TITLE

FDOT

See attached Encumbrance Form for date of Funding Approval by Comptroller

[Signature]
LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

[Signature]
DEPARTMENT OF TRANSPORTATION

Director of Transportation Development - D6
TITLE

[Signature]
Approved as to form and legal sufficiency

Carson, Ed

From: The job FI989HLR
Sent: Monday, February 15, 2010 3:41 PM
To: Carson, Ed
Subject: FUNDS APPROVAL/REVIEWED FOR CONTRACT AP084

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #AP084 Contract Type: AH Method of Procurement: G
Vendor Name: MIAMI-DADE TRANSIT
Vendor ID: VF596000573129
Beginning date of this Agmt: 06/25/08
Ending date of this Agmt: 06/30/11
Contract Total/Budgetary Ceiling: ct = \$1,850,000.00

Description: MDT-Pedestrian Accessibility Improvements to the
South Miami-Dade Busway between SW 200 Street and SW 88 Street.
SJPA NO. 1. 50% SPR.

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

Action: SUPPLEMENTAL Funds have been: APPROVED

55 062020629 *PT *750017 . * 600000.00 *41805019401 *639 *
2010 *55100100 *088774/10
5001 *00 * ONE *0002/04

TOTAL AMOUNT: *\$ 600,000.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 02/15/2010

Carson, Ed

From: The job FI989DKR
Sent: Friday, December 28, 2007 1:59 PM
To: Carson, Ed
Subject: FUNDS APPROVAL/REVIEWED FOR CONTRACT AP084

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #AP084 Contract Type: AH Method of Procurement: G
Vendor Name: MIAMI-DADE TRANSIT AGENCY
Vendor ID: VF596000573129
Beginning date of this Agmt: 04/30/08
Ending date of this Agmt: 06/30/10
Contract Total/Budgetary Ceiling: ct = \$1,250,000.00

Description:
MDTA-Pedestrian Accessibility Improvements to the South
Miami-Dade Busway between SW 200 Street and SW 88 Street.
State Participation Rate=50%

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

Action: ORIGINAL Funds have been: APPROVED

55 062020629 *PT *750017 * 1250000.00 *41805019401 *639 *
2008 *55100100 *088774/08
0001 *00 * *0001/04

TOTAL AMOUNT: *\$ 1,250,000.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 12/28/2007

Financial Project No. 41805019401
 Contract No. APO84
 Agreement Date MAY 18 2011

ATTACHMENT "A"
 SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and MIAMI-DADE TRANSIT
701 NW First Court, Suite 1300, Miami, FL 33136

dated 6/25/2008

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

Extension of time to June 30, 2012 and addition of E-Verify language.

I.	Project Cost:	As Approved	As Amended	Net
		\$3,700,000.00	\$3,700,000.00	\$0.00
	Total Project Cost	\$3,700,000.00	\$3,700,000.00	\$0.00
II.	Fund	As Approved	As Amended	Net
	Department:	\$1,850,000.00	\$1,850,000.00	\$0.00
	Agency:	\$1,850,000.00	\$1,850,000.00	\$0.00
		\$0.00	\$0.00	\$0.00
	Total Project Cost	\$3,700,000.00	\$3,700,000.00	\$0.00

Comments:

STATE OF FLORIDA
OFFICE OF THE GOVERNOR
EXECUTIVE ORDER NUMBER 11-02
(Verification of Employment Status)

WHEREAS, Federal law requires employers to employ only individuals eligible to work in the United States; and

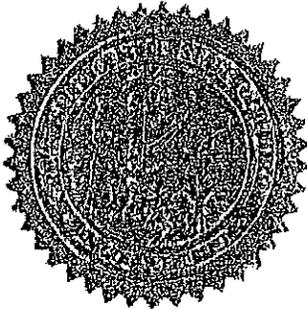
WHEREAS, the U.S. Department of Homeland Security's E-Verify system allows employers to quickly verify employee eligibility in an efficient and cost-effective manner;

NOW, THEREFORE, I, RICK SCOTT, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, and all other applicable laws, do hereby promulgate the following Executive Order, to take immediate effect:

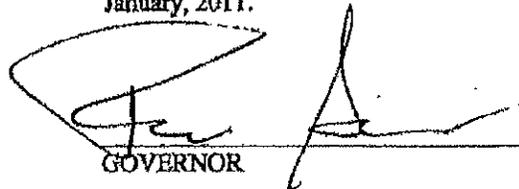
Section 1. I hereby direct all agencies under the direction of the Governor to verify the employment eligibility of all current and prospective agency employees through the U.S. Department of Homeland Security's E-Verify system.

Section 2. I hereby direct all agencies under the direction of the Governor to include, as a condition of all state contracts, an express requirement that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the contract term by the contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the contractor to perform work pursuant to the contract with the state agency.

Section 3. Agencies not under the direction of the Governor are encouraged to verify the employment eligibility of their current and prospective employees utilizing the E-Verify system, and to require contractors to utilize the E-Verify system to verify the employment eligibility of their employees and subcontractors.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, the Capitol, this 4th day of January, 2011.


GOVERNOR

ATTEST:


SECRETARY OF STATE

FILED
2011 JAN 4 PM 11 15
TALLAHASSEE FLORIDA

Taylor, Coralee (ISD)

From: Forhat-Diaz, Vivian (ISD)
Sent: Thursday, September 18, 2014 12:57 PM
To: Taylor, Coralee (ISD)
Subject: FW: 20140161: Busway Pedestrian Access Improvements, FM 41805019401, MDT-4
Attachments: SBD Action Project No 20140161.pdf

Coralee, here is the signed Memo

Vivian Forhat-Diaz
Construction Project Manager
Internal Services Department
Small Business Development
111 N.W. 1st Street – 19th Floor
Miami, Fl. 33128-1906
Phone (305) 375-4441
Forhat@miamidade.gov

Delivering Excellence Every Day 

Please consider the environmental before printing this e-mail

From: Ferreira, James P. (PWWM)
Sent: Thursday, September 18, 2014 10:06 AM
To: Forhat-Diaz, Vivian (ISD)
Cc: Ferreira, James P. (PWWM)
Subject: RE: 20140161: Busway Pedestrian Access Improvements, FM 41805019401, MDT-4

Vivian,

As requested, see attached.

Thank you,

James Ferreira, P.E.
Engineer II, Capital Improvements Section
Public Works and Waste Management Department
111 NW 1st Street, Suite 1410, Miami, Florida 33128-1909
305-375-3267 Phone 305-375-2931 Fax
<http://www.miamidade.gov/publicworks/>
"Delivering Excellence Every Day"
Please consider the environment before printing this email

Miami-Dade County is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and thus subject to disclosure.

From: Forhat-Diaz, Vivian (ISD)
Sent: Thursday, September 18, 2014 9:26 AM
To: Ferreira, James P. (PWWM)
Subject: RE: 20140161: Busway Pedestrian Access Improvements, FM 41805019401, MDT-4

Good morning James, you may route the Memo for signatures and send a copy to SBD.

Regards,

Vivian Forhat-Diaz
Construction Project Manager
Internal Services Department
Small Business Development
111 N.W. 1st Street – 19th Floor
Miami, Fl. 33128-1906
Phone (305) 375-4441
Forhat@miamidade.gov

Delivering Excellence Every Day 

Please consider the environment before printing this e-mail

From: Ferreira, James P. (PWWM)

Sent: Wednesday, September 17, 2014 10:13 AM

To: Forhat-Diaz, Vivian (ISD)

Cc: Johnson, Laurie (ISD); Hidalgo-Gato, Alice (ISD); Moubayed, Bassam (PWWM); Heredia, Javier (PWWM); Martinez-Esteve, Alejandro (PWWM); Cabrera, Lisset (PWWM); Coakley, Dianah (PWWM); Ferreira, James P. (PWWM); Muñoz, Alfredo (PWWM); Philippeaux, Jean Bernard (PWWM)

Subject: 20140161: Busway Pedestrian Access Improvements, FM 41805019401, MDT-4

Vivian,

Attached is the SBD Action package for the above mentioned project.

Let me know if any additional information is needed.

Thank you,

James Ferreira, P.E.

Engineer II, Capital Improvements Section
Public Works and Waste Management Department
111 NW 1st Street, Suite 1410, Miami, Florida 33128-1909
305-375-3267 Phone 305-375-2931 Fax

<http://www.miamidade.gov/publicworks/>

"Delivering Excellence Every Day"

Please consider the environment before printing this email

Miami-Dade County is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and thus subject to disclosure.