Memorandum

MIAMI-DADE COUNTY

Date: March 4, 2008

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

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

From: George M. Burgess
County Manager

Subject: Resolution Authorizing a Joint Participation Agreement (JPA) Between Miami-Dade County and the Florida Department of Transportation (FDOT) to Provide Funding for the People's Transportation Plan project entitled NW 74 Street Phase 1

Recommendation

It is recommended that Board of County Commissioners (BCC) approve the attached resolution authorizing execution of a Joint Participation Agreement (JPA) between the Miami-Dade County and the Florida Department of Transportation (FDOT) to provide funding in the amount of $22,579,138.49 towards the construction of Phase 1 of the NW 74 Street Project. The County's participation for this project will derive from the People's Transportation Plan (PTP); therefore, approval by the Citizen's Independent Transportation Trust (CITT) is required.

Scope

Phase 1 of the NW 74 Street project includes the construction of a six (6) lane roadway between NW 107 Avenue and NW 87 Avenue (2.3 miles), the environmental remediation of the area of proposed roadway that was impacted by the existing landfill, and the construction of a five (5) lane roadway between NW 87 Avenue and NW 84 Avenue (0.27 miles). Subsequently, this segment of roadway will be widened to six (6) lanes as part of Phase 3 of the NW 74 Street Project. This entire project falls within Commission District 12.

Fiscal Impact/Funding Source

The total cost for Phase 1 of the NW 74 Street project is $45,038,276.98. The FDOT is providing $22,519,138.49 from the Transportation Regional Incentive Program (TRIP), which requires a 50% matching local contribution to carryout the implementation of this project. The County's funding for this project will be derived from the PTP transit surtax funds. This project is included in the Major Highway and Road Improvements portion of Exhibit 1 in the PTP Ordinance.

Track Record/Monitor

At this time, the contracts for the construction of this phase and the environmental remediation are in the process of being awarded. This project is being managed by Lana Moorey, P.E, PWD Highway Division. Throughout all PTP projects, the responsible staff person in PWD will be the PTP Coordinator, Mr. Frank Aira, P.E., CFM.

Background

The construction of a new four (4) lane roadway along NW 74 Street, from the Homestead Extension of the Florida Turnpike (HEFT) to NW 82 Avenue, was originally included in the People's Transportation Plan (PTP) Ordinance, under Board Requested Projects within Commission District 12. On May 9, 2006, the BCC approved an amendment to the PTP to revise the scope of the NW 74 Street project (R-531-06). The PTP project now consists of six (6) new lanes, from the HEFT to State Road (SR) 826.

Prior to the amendment, on December 14, 2004, the BCC authorized Miami-Dade County to enter into a Locally Funded JPA with FDOT for the design of NW 74 Street, from NW 107 Avenue to NW 87 Avenue (R-1482-04). The original agreement included the design of a three (3) lane roadway within these limits. During the course of this Locally Funded JPA, Miami-Dade County and FDOT realized an opportunity to expand the design to six (6) lanes in order to provide a proper link from the Palmetto Expressway (SR826) to the HEFT. As a result, the Locally Funded JPA was amended (R-1150-06) to continue the design for six (6) lanes along NW 74 Street, from NW 114 Avenue to SR 826. The 74 Street Project will be constructed in various phases by the County in conjunction with the FDOT. The FDOT is currently constructing the NW 74 Street ramps for the North and South bound lanes of the Homestead Extension of the Florida Turnpike (HEFT) and the approach from NW 114 Avenue. FDOT will also be reconstructing the ramps for the North and South bound lanes of the Palmetto Expressway (SR826) and the approach from NW 82 Avenue. The County will build the six (6) lane roadway from 82 Avenue to 114 Avenue in three (3) phases; Phase 1 will entail the construction of the six (6) lane roadway from 107 Avenue to 87 Avenue and five (5) lanes from 87 Avenue to 84 Avenue. Phase 2 will entail the widening of the roadway from four (4) to six (6) lanes from 107 Avenue to 114 Avenue. Phase 3 will entail the widening of the roadway from five (5) to six (6) lanes between 82 Avenue and 87 Avenue.

The original estimate for the NW 74 Street project included in Exhibit 1 of the PTP in November 2002 was $15.6 million, inclusive of design fees, right-of-way costs, construction costs and administrative costs. In expanding the limits and the number of lanes for this project, it was agreed that FDOT would be responsible for all costs beyond the original project scope. At the time of the agreement, the overall estimate for the NW 74 Street project was estimated at $60 million, including the aforementioned design fees, right-of-way acquisition and construction related costs. It was also agreed that Miami-Dade County would advance the full funding for the NW 74 Street project with proceeds from the Surtax and would be refunded by FDOT, approximately $45 million starting in fiscal year 2011-2012. Currently, the overall estimates for the NW 74 Street project have increased and are projected at a total cost of $78 million. The County's original responsibility, the cost of a 4 lane project, has increased to $22.7 million. Correspondingly, the FDOT's responsibility for the NW 74 Street has increased from the aforementioned $45 to $56 million. The balance of the FDOT financial responsibility will be provided in future years as these funds become available in the 5 year work program. The increases in the cost estimates are reflective of increasing construction and right of way acquisition costs.

As aforementioned, under State Guidelines, the commitment of TRIP funds towards a transportation project requires a matching local contribution; as such the County and FDOT will each provide $22,519,138.49 towards the estimated cost of $45,038,276.98 for this phase of the NW 74 Street project. This JPA serves to implement both parties' commitment to this project, as well as formalize the previous agreement with FDOT for the funding of the complete six (6) lane roadway. Furthermore, this agreement provides the County the benefit of receiving State funds well in advance of the 2011-2012 fiscal year, as was reflected in the original agreement.

Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: March 4, 2008

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

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

Please note any items checked.

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

_____ 6 weeks required between first reading and public hearing

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

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

_____ Bid waiver requiring County Manager's written recommendation

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

_____ Housekeeping item (no policy decision required)

_____ No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(1)(H)
03-04-08

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF A JOINT PARTICIPATION AGREEMENT IN THE AMOUNT OF $22, 519,138.49 BETWEEN MIAMI-DADE COUNTY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO PROVIDE FUNDING FOR THE PEOPLE'S TRANSPORTATION PLAN PROJECT ENTITLED NW 74 STREET PHASE 1; AND AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXERCISE THE PROVISIONS THEREIN

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

WHEREAS, both the Florida Department of Transportation and Miami-Dade County wish to facilitate the construction of roadway improvements along NW 74 Street, from NW 107 Avenue to NW 84 Avenue; and

WHEREAS, the project is a component of the project for NW 74 Street, from the Homestead Extension of the Florida Turnpike (H.E.F.T.) to NW 82 Avenue, which is included in Exhibit 1 of the People's Transportation Plan (PTP) Ordinance,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves this Joint Participation Agreement between Miami-Dade County and the Florida Department of Transportation, providing up to $22,579,138.49 to the County for eligible expenses incurred in this construction, in substantially the form attached hereto and made a part hereof; and authorizing the County Mayor or his designee to execute same for and on behalf of Miami-Dade County and to exercise the provisions contained therein.

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

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of March, 2008. This resolution shall become effective as follows: (1) ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board, and (2) either i) the Citizens' Independent Transportation Trust (CITT) has approved same, or ii) in response to the CITT's disapproval, the County Commission re-affirms its award by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

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

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. B.L.

Bruce Libhaber

Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

1000 NW 111 Avenue Miami, Florida 33172
PHONE: (305) 470-5825
FAX: (305) 470-6737

STEPHANIE KOPELOUSOS
SECRETARY

DIRECTOR'S OFFICE
PUBLIC WORKS DEPT.
RECEIVED
JAN 11 2008

January 3, 2008

Ms. Esther L. Calas, P.E.
Director of Public Works Department
111 NW 1st Street, Suite 1510
Miami, Florida 33128-1970

RE: Transportation Regional Incentive Program (TRIP)
NW 74 Street - From NW 107 Ave to NW 82 Ave
Contract – AOV52
FM# 41473125801

Dear Ms. Calas:

Enclosed please find four (4) original copies of the Transportation Regional Incentive Program Agreement for the construction of NW 74 Street from NW 107 Avenue to NW 82 Avenue, for execution by the County. Exhibit A (Scope of Services) and Exhibit B (Project Cost) were developed in consultation with your staff.

Should you require additional information, please contact Mr. Ken Jeffries at 305-470-6737.

Sincerely,

Alice N. Bravo, P.E.
District Director of Transportation
Systems Development

Cc: Aileen Boucle, FDOT
Ken Jeffries, FDOT
Jorge Gomez, FDOT

Attachments (4)

6

CSFA No. 55.026
FINANCIAL PROJECT NO.: 4147312
Miami-Dade COUNTY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TRANSPORTATION REGIONAL INCENTIVE PROGRAM AGREEMENT

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

W I T N E S S E T H

1. WHEREAS, the DEPARTMENT has the authority, under Fla. Stat. §334.044, to enter into this Agreement; and
2. WHEREAS, the Transportation Regional Incentive Program was created by Fla. Stat. §339.2819 to provide funds to improve regionally significant transportation facilities in "regional transportation areas" pursuant to Fla. Stat. §339.155 (5); and
3. WHEREAS, the COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of Fla. Stat. §339.2819; and
4. WHEREAS, the SOUTHEAST FLORIDA TRANSPORTATION COUNCIL a regional partnership formed pursuant to Fla. Stat. §339.155 (5)(c).), acting as a designated regional partnership under Fla. Stat §339.155 (5)(c) and formed by an interlocal agreement, designated "NW 74 Street from SR 826 to H.E.F.T." as a regional facility by resolution, a copy of which is incorporated into this agreement and attached.
5. WHEREAS, the DEPARTMENT is willing to provide the Miami-Dade COUNTY with financial assistance under Financial Project No. 4147312 hereinafter referred to as the "PROJECT," in accordance with Fla. Stat. §339.2819; and
6. WHEREAS, the Miami-Dade County's financial obligations are limited to the costs of the 4-Lane improvements from NW 82 Avenue to H.E.F.T. listed within Exhibit 1 of the People's Transportation Plan that was approved by the voters on November 5, 2002.
7. WHEREAS, the DEPARTMENT is committed to contribute funding to cover the difference in cost between the four lanes and six lanes facility, inclusive of Design, ROW Acquisition, Construction, CEI, and Mitigation costs.
8. WHEREAS, the estimated cost of the six lanes project from NW 114 Ave to SR 826 (Phase 1, Phase 2 and Phase 3) is $ 78,547,993 (SEVENTY-EIGHT MILLION FIVE HUNDRED FORTY SEVEN THOUSAND NINE HUNDRED NINETY THREE DOLLARS) and the estimated cost of the four lanes project is $22,705,656 (TWENTY TWO MILLION SEVEN HUNDRED FIVE THOUSAND SIX HUNDRED FIFTY SIX DOLLARS).
9. WHEREAS, the COUNTY has already expended or entered into commitments to expend $13,179,312 (THIRTEEN MILLION ONE HUNDRED SEVENTY NINE THOUSAND THREE HUNDRED TWELVE DOLLARS) towards this project.
10. WHEREAS, the COUNTY by Resolution No. _____ dated the ___ day of _____, 2008, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of its Board of Commissioners or designee to enter into this Agreement.

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

1. SERVICES AND PERFORMANCE

A) The PROJECT consists of NEW CONSTRUCTION of NW 74 St –Phase 1 from NW 107 Avenue to NW 84 Ave. See attachment A.

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

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

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

E) All notices under this Agreement shall be directed to the following addresses:

TO DEPARTMENT:	**TO COUNTY:**
Kenneth Jeffries	**Director of Public Works**
1000 NW 111 Ave	**111 NW 1 Street**
Miami, FL 33172	**Miami, FL 33128**

2. TERM

A) The COUNTY shall perform the PROJECT activities in accordance with the following schedule:

(1) Design to be completed on or before COMPLETED (08/24/2007).
(2) Construction contract to be let on or before 11/28/2007.
(3) Construction to be completed on or before 12/31/2009.

B) This Agreement shall not be renewed. Any extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement and contingent upon the DEPARTMENT'S District Secretary's or Designee's Approval.

3. COMPENSATION AND PAYMENT

A) The COUNTY and the DEPARTMENT agree to share the cost of this project (financial project number 4147312).

B) The estimated total cost as set forth in the DEPARTMENT'S adopted work program for this PROJECT is $ 45,038,276.98__ (Forty-five Million Thirty-eight Thousand Two Hundred Seventy-six Dollars and Ninety-eight Cents. The estimated COUNTY share for the PROJECT is $ 22,519,138.49__(Twenty-two Million Five Hundred Nineteen Thousand One Hundred Thirty Eight Dollars and Forty Nine Cents.). The estimated DEPARTMENT share for the PROJECT is $ 22,519,138.49_(Twenty-two Million Five Hundred Nineteen Thousand One Hundred Thirty Eight Dollars and Forty Nine Cents) which is the maximum participation by the DEPARTMENT, this applies to construction and/or construction related costs. The parties further agree all remaining costs of the PROJECT will be borne by the COUNTY. See attachment B.

i) In the event the COUNTY proceeds with the CONSTRUCTION_ of the PROJECT with its own forces, the COUNTY will only be reimbursed for direct costs (this excludes general and administrative overhead).

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

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

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

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

E) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit.

F) Travel costs will not be reimbursed.

G) The COUNTY shall submit one invoice (3 copies), plus supporting documentation required by the DEPARTMENT. Payment shall be made to the COUNTY upon completion of all services, as approved by the DEPARTMENT.

H) Participants providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has (5) five working days to inspect and approve the goods and services. 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, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the

invoice amount, to the Participant. Interest penalties of less than one (1) dollar will not be enforced unless the Participant requests payment. Invoices that have to be returned to a Participant because of Participant 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.

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

J) Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the COUNTY's general accounting records and the project records, together with supporting documents and records of the COUNTY and all subcontractors performing work on the project, and all other records of the COUNTY and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

K) The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

4. ROADWAY LEVEL OF SERVICE

A) Fla. Stat. §163.3180 requires that facilities funded through the Transportation Regional Incentive Program adopt the level of service standards established by the DEPARTMENT for the PROJECT limits.

B) The COUNTY agrees that once the additional capacity from the PROJECT is available for purposes of concurrency under Fla. Stat. §163.3180, it will officially adopt the DEPARTMENT'S level of service for the segment of (NW 74 Street) between NW 107 Ave and NW 84 Ave. **[Note: The local municipality that is agreeing to this must be the one that has authority to set the LOS.]**

5. IN-KIND SERVICES AND RIGHT OF WAY DONATIONS

A) In-kind services are goods, commodities, or services received in lieu of cash payments. Goods and commodities should be valued based on their current market value.

B) Property donated by local governments for right of way as the local share for a qualified project, must comply with the requirements of the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. 4601, et sec., and implementing federal regulations, 49 CFR Part 24 and 23 CFR Part 710, if federal funds will be used in any phase of the project. Other requirements for the acquisition of rights of way should be determined in accordance with guidelines established by the Office of Right of Way.

C) The DEPARTMENT has established specific right of way acquisition guidelines for the Transportation Regional Incentive Program. These guidelines can be found at http://www.dot.state.fl.us/planning/TRIP/RW-contributions.pdf and are incorporated into this Agreement as Attachment 1.

D) The excess of an in-kind match valued in excess of the required match will not generally be applied towards another project. On a case by case basis, an exception may be made for project segments in a regional corridor that are part of an implementation plan for that corridor.

6. INDEMNITY AND INSURANCE

A) INDEMNITY

i) To the extent allowed by law, the COUNTY shall indemnify, defend, and hold harmless the DEPARTMENT and all of its officers, agents, and employees from any claim, loss, damages, cost, charge, or expense arising out of any act, error, omission, or negligent act by the COUNTY, its agents, or employees, during the performance of the Agreement, except that neither the COUNTY, its agents, or its employees will be liable under this paragraph for any claim, loss, damages, cost, charge, or expense arising out of any act, error, omission, or negligent act by the DEPARTMENT, or any of its officers, agents, or employees, during the performance of the Agreement.

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

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

"The contractor/consultant shall indemnify, defend, save, and hold harmless the DEPARTMENT and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor, its officers, agents, or employees. Neither the contractor/consultant, nor any of its officers, agents, or employees will be liable

under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees."

B) LIABILITY INSURANCE.

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

C) WORKERS' COMPENSATION.

i) The COUNTY shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

7. COMPLIANCE WITH LAWS

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

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

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

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

11. AUDITS

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

B) MONITORING

i) In addition to reviews of audits conducted in accordance with OMB Circular A-133

and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the LOCAL GOVERNMENT regarding such audit. The LOCAL GOVERNMENT further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the DEPARTMENT's Office of the Inspector General, the Chief Financial Officer (CFO) or Auditor General.

C) AUDITS

i) PART I: FEDERALLY FUNDED

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

(2) In the event that the recipient expends $500,000 for fiscal years ending after December 31, 2003 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 1 to this agreement indicates Federal resources awarded through the Department by this agreement, if applicable. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

(3) In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

(4) If the recipient expends less than $500,000 for fiscal years ending after December 31, 2003 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than $500,000 for fiscal years ending after December 31, 2003 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

(5) 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.

ii) PART II: STATE FUNDED

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

(2) In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 for fiscal years ending on September 30, 2004, and thereafter in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department by this agreement, if applicable. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

(4) If the recipient expends less than $500,000 in state financial assistance in its fiscal year ending on September 30, 2004, and thereafter, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

(5) 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.

iii) PART III: OTHER AUDIT REQUIREMENTS

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

audit findings require corrective action and status of findings.

(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 FDOT, the Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

iv) PART IV: REPORT SUBMISSION

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

(Insert mailing address(es) of office(s) responsible for program oversight)

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

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

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

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

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

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

(Insert mailing address(es) of office(s) responsible for program oversight)

(6) Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to the following:

(Insert mailing address(es) of office(s) responsible for program oversight)

(7) 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

(8) Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to the Department at the following address:

Planning and Environmental Management Office
1000 NW 111 Ave, RM 6112 B
Miami, FL 333172

(9) Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(10)Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

V) PART V: RECORD RETENTION

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

8. TERMINATION AND DEFAULT

A) This Agreement may be canceled by either the COUNTY or the DEPARTMENT upon

sixty (60) days written notice.

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

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

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

9. MISCELLANEOUS

A) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

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

C) In no event shall the making by the DEPARTMENT of any payment to the COUNTY constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the COUNTY, and the making of such payment by the DEPARTMENT while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

D) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The parties agree that all commitments, agreements, or understandings concerning the subject matter of this Agreement are contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the COUNTY and the DEPARTMENT.

E) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared

unenforceable is not material to the intended operation of this Agreement.

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

G) This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the PROJECT is completed and accepted and payment made by the DEPARTMENT or terminated in accordance with §08. TERMINATION AND **DEFAULT**.

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

I) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed in its behalf, by the Chairman/Councilman of the Miami-Dade County Board of Commissioners or its designee, as authorized by **Resolution Number ____**, and the FLORIDA DEPARTMENT OF TRANSPORTATION has caused this Agreement to be executed in its behalf through its District Secretary or authorized designee:

MIAMI-DADE COUNTY, FLORIDA

ATTEST

CLERK (Seal)	TITLE
Date	Print Name Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST

	By:
EXECUTIVE SECRETARY (Seal)	DISTRICT SECRETARY OR DESIGNEE DISTRICT SIX
Print Name Date	Print Name Date

Fla. Dept. of Trans. Legal Review:

By:

Date

Availability of Funds Approval:

Date

EXHIBIT - 1

STATE RESOURCES

Agency: Florida Department of Transportation
Catalog of State Financial Assistance: Transportation Regional Incentive Program (55.026)
Amount:

Compliance Requirements

1. The project must be regionally significant and derived from a regional transportation plan.
2. The regional transportation plan must be created by a regional transportation area created pursuant to Section 339.155(5) Florida Statutes.
3. The project must meet the minimum eligibility criteria listed in Section 339.2819 Florida Statutes.
4. Funds will only be provided for capital expenses. Operations are not covered through TRIP.
5. For roadway projects, the Florida Department of Transportation's level of service must be adopted for the logical termini specified in the Joint Participation Agreement once the additional capacity from the project is available for purposes of concurrency under Fla. Stat. §163.3180.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

ATTACHMENT A
Phase 1
Scope of Services

NW 74 STREET FROM NW 107th AVE. TO NW 87th AVE.
MIAMI-DADE COUNTY PROJECT No. 20040355
PROJECT LENGTH – 2.3 MILES

PROJECT DESCRIPTION:

The project consists of the construction of a six (6)-lane divided roadway from NW 107 Avenue to NW 87 Avenue, raised median, turn lanes, bike lanes, sidewalks, curb & gutters, storm drainage system, pavement markings & signing, traffic signalization and roadway lighting.
The project also includes improvements to NW 107 Avenue by construction two new lanes of four (4)-lane divided roadway, turn lanes, sidewalks, curb & gutters, drainage, pavement markings and signing and roadway lighting.

NW 74 STREET FROM NW 87th AVE. TO NW 84th AVE.
MIAMI-DADE COUNTY PROJECT No. 20030156
PROJECT LENGTH – 0.27 MILES

PROJECT DESCRIPTION:

The project consists of the construction of five (5) lanes of roadway including center turn lane of a future six (6)-lane divided roadway, curb and gutters, sidewalks, storm drainage system, pavement markings and signing and roadway lighting.

Exhibit B
Project Cost
NW 74 St Project From NW 107 Ave to NW 84 Ave
Phase 1

County Contribution	
Construction	8,997,693.46
Design	1,046,689.22
CEI	2,521,346.56
ROW	8,746,223.00
Wetland Mitigation	352,890.00
Utility Relocation	854,296.25
Total	22,519,138.49
Department Contribution	
Construction	22,519,138.49
Total Project Cost	45,038,276.98

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #AOV52 Contract Type: AK Method of Procurement: G
Vendor Name: BOARD OF COUNTY
Vendor ID: VF596000573074
Beginning date of this Agmt: 10/01/07
Ending date of this Agmt: 09/30/11
Contract Total/Budgetary Ceiling: bc = $30,000,000.00

****

Description:
NW 74 St From NW 107 Ave to NW 84 Ave - New road construction

****

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		
55 064010612	*HC	*750076	-7667380.00	*41473125801	*215	
2008		*55150200		*088717/08		
0001		*01		*0001/04		

TOTAL AMOUNT: *$ -7,667,380.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 11/01/2007