

Memorandum



Date: December 2, 2014

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

Agenda Item No. 8(A)(3)

From: Carlos A. Gimenez
Mayor

Subject: Approval of Acceptance and Execution of Locally Funded Agreement No. 418065-2-52-02 with the Florida Department of Transportation for the Installation of a Drainage Manhole Connected to the Airport's Outfall No. 1 Drainage System in the amount of \$258,065.54

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution approving the acceptance and execution of a Locally Funded Agreement (LFA) No. 418065-2-52-02 with the Florida Department of Transportation (FDOT) for the installation of a drainage manhole connected to the Airport's Outfall No. 1 drainage system in the amount of \$258,065.54.

SCOPE

Miami International Airport (MIA) is located primarily within Chairwoman Rebeca Sosa's District Six; however, the impact of this agenda item is countywide as MIA is a regional asset.

FISCAL IMPACT

The Miami-Dade Aviation Department (MDAD) will provide \$258,065.54 toward the estimated cost of the installation of a drainage manhole to be connected to MIA's existing Outfall No. 1 drainage system. The costs associated with this LFA will be funded by MDAD's Reserve Maintenance Fund.

PROJECT MONITOR

This LFA will be monitored by MDAD Facilities Development Management Division Director Pedro Hernandez.

BACKGROUND

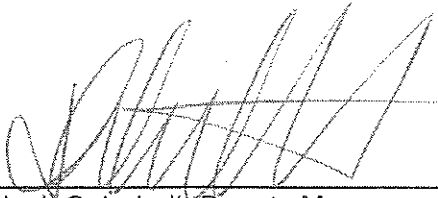
MIA's Outfall No. 1 drainage system's main line consists of 7,980 linear feet of reinforced concrete pipe ranging in size from 18 to 54 inches in diameter, serving a drainage area of approximately 90 acres. The primary discharge drainage pipe runs eastward from MIA, across S.R. 953/LeJeune Road to the Miami Canal (Canal C-6) along an easement in the southern right-of-way of S.R. 948/NW 36 Street. Numerous lateral secondary drainage systems feed into the primary pipe serving airport office buildings, hangars and parking areas. The discharge at the outfall is regulated by permit conditions set forth in South Florida Water Management District (SFWMD) Environmental Resource Permit (ERP) No. 13-00053-S.

FDOT is replacing the NW 36th Street Bridge over the Miami Canal. The construction of the new bridge is in close proximity to an existing drainage manhole and 54-inch pipe leading to MIA's Outfall No. 1. Pre-construction assessments and surveys revealed a conflict between the bridge structure and the existing drainage manhole. Additionally, a video inspection of the pipe identified water infiltration. FDOT and MDAD collaborated on a solution to mitigate the conflict and repair the infiltration. It was agreed that FDOT would construct the proposed modifications and MDAD would pay for the associated construction costs.

The proposed modifications include construction of a new drainage manhole to access the existing

Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners
Page 2

pipe; removal of the existing drainage manhole top slab, ring and cover; installation of a new solid top slab; and installation of approximately one hundred and twenty (120) linear feet of pipe lining from the new manhole to the existing control structure.

A handwritten signature in black ink, appearing to read "Jack Osterholt", written over a horizontal line.

Jack Osterholt, Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: December 2, 2014

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

SUBJECT: Agenda Item No. 8(A)(3)

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(A)(3)
12-2-14

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE, TO ACCEPT AND EXECUTE LOCALLY FUNDED AGREEMENT NO. 418065-2-52-02 WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE INSTALLATION OF A DRAINAGE MANHOLE CONNECTED TO MIAMI INTERNATIONAL AIRPORT'S OUTFALL NO. 1 DRAINAGE SYSTEM IN AN AMOUNT NOT TO EXCEED \$258,065.54

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby authorizes the Mayor or Mayor's designee to accept and execute Locally Funded Agreement No. 418065-2-52-02 with the State of Florida Department of Transportation for the installation of a drainage manhole connected to Miami International Airport's outfall no. 1 drainage system, in an amount not to exceed \$258,065.54, in substantially the form attached hereof.

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

Rebeca Sosa, Chairwoman

Bruno A. Barreiro
Daniella Levine Cava
Audrey M. Edmonson
Barbara J. Jordan
Dennis C. Moss
Xavier L. Suarez

Esteban L. Bovo, Jr.
Jose "Pepe" Diaz
Sally A. Heyman
Jean Monestime
Sen. Javier D. Souto
Juan C. Zapata

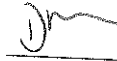
The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of December, 2014. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



David M. Murray

LOCALLY FUNDED AGREEMENT

THIS LOCALLY FUNDED AGREEMENT (hereinafter 'Agreement') is made and entered into this ____ day of _____, 20__, between the **MIAMI-DADE COUNTY**, acting by and through its Aviation Department, hereinafter referred to as the COUNTY, and the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION** a component agency of the State of Florida, hereinafter referred to as the 'DEPARTMENT'.

RECITALS:

WHEREAS, the COUNTY has jurisdiction over and maintains State Road (S.R.) 948 corridor within the corporate limits of the COUNTY; and

WHEREAS, the COUNTY has requested the DEPARTMENT to install or cause to be installed a manhole to be connected to the existing drainage system at an existing COUNTY facility along S.R. 948/NW 36 Street from east of S.R. 953/LeJeune Road to west of S.R. 25/US-7/Okeechobee Road; and

WHEREAS, the DEPARTMENT has agreed to install or cause to be installed a manhole to be connected to the existing drainage system along S.R. 948/NW 36 Street from east of S.R. 953/LeJeune Road to west of S.R. 25/US-7/Okeechobee Road, subject to the terms and conditions detailed in this Agreement; and

WHEREAS, the COUNTY shall fund the entire costs, under financial project number 418065-2-52-02, associated with the installation of the manhole to be connected to the existing drainage system along S.R. 948/NW 36 Street from east of S.R. 953/LeJeune Road to west of S.R. 25/US-7/Okeechobee Road, hereinafter collectively called the 'PROJECT', and as detailed in the attached Exhibit "A", "Scope of Services", which is herein incorporated by reference; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Sections 334.044(7) and 339.12 (2006), *Florida Statutes*, and authorize its officers to do so.

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*Locally Funded Agreement between Miami-Dade County
and the Florida Department of Transportation, Financial Project Number 418065-2-52-02*

NOW, THEREFORE, in consideration of the premises, the mutual covenants and other valuable considerations contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The Recitals to this Agreement are true and correct and are incorporated herein by reference and made a part hereof.

2. **General Requirements**

(a) A true and correct copy of the Resolution of the COUNTY Commission approving this Agreement is attached hereto as Exhibit "C", 'COUNTY RESOLUTION', and is incorporated herein by reference.

(b) E-Verify:

The COUNTY/Contractors or Vendors:

- i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
- ii. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

The COUNTY shall insert the above clause into any contract entered into by the COUNTY with vendors or contractors hired by the COUNTY for purposes of performing its duties under this Agreement.

(c) The DEPARTMENT will administer and construct the PROJECT in accordance with the signed and sealed PROJECT plans and as detailed in the attached Exhibit "A", 'Scope of Services'. The DEPARTMENT will complete the PROJECT utilizing the funds provided by the COUNTY.

- (d) The COUNTY will provide funding to the DEPARTMENT, in the aggregate amount of TWO HUNDRED FIFTY EIGHT THOUSAND SIXTY FIVE DOLLARS AND FIFTY FOUR CENTS (\$258,065.54), for the PROJECT, subject further to the provisions in Section 3 of this Agreement and as outlined in the attachment Exhibit "B", "Financial Summary", which is herein incorporated by reference.
- (e) The DEPARTMENT Contractor will not commence work on the PROJECT until COUNTY funding for the PROJECT is on deposit with the DEPARTMENT.
- (f) Upon the receipt, authorization and encumbrance of funding received from the COUNTY as a result of this Agreement, the DEPARTMENT Contractor will commence work on the PROJECT.

3. Financial Provisions.

- (a) The COUNTY agrees that it will, no later than thirty (30) calendar days after the DEPARTMENT's execution of this Agreement, furnish the DEPARTMENT an advance deposit in the amount of TWO HUNDRED FIFTY EIGHT THOUSAND SIXTY FIVE DOLLARS AND FIFTY FOUR CENTS (\$258,065.54) for full payment of the estimated PROJECT cost for Locally Funded project number 418065-2-52-02. The advance deposit shall be the total estimated PROJECT cost plus allowances. The DEPARTMENT may utilize this deposit for payment of the costs of the PROJECT.
- (b) If the accepted bid amount plus allowances is in excess of the advance deposit amount, the COUNTY will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT or prior to posting of the accepted bid, whichever is earlier, so that the total deposit is equal to the bid amount plus allowances. The DEPARTMENT will notify the COUNTY as soon as it becomes

apparent the accepted bid amount, plus allowances, is in excess of the advance deposit amount. However, failure of the DEPARTMENT to so notify the COUNTY shall not relieve the COUNTY from its obligation to pay for its full participation on final accounting as provided herein below. If the COUNTY cannot provide the additional deposit within fourteen (14) days, a letter must be submitted to and approved by the DEPARTMENT's project manager indicating when the deposit will be made. The COUNTY understands the request and approval of the additional time could delay the PROJECT, and additional costs may be incurred due to a delay of the PROJECT.

(c) If accepted bid amount plus allowances is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the bid amount plus allowances if such refund is requested by the COUNTY in writing.

(d) Should PROJECT modifications or changes to bid items occur that increase the COUNTY's share of total PROJECT costs, the COUNTY will be notified by the DEPARTMENT accordingly. The COUNTY agrees to provide, without delay, in advance of additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund its share of the PROJECT. The DEPARTMENT shall notify the COUNTY as soon as it becomes apparent the actual costs will overrun the award amount. However, failure of the DEPARTMENT to so notify the COUNTY shall not relieve the COUNTY from its obligation to pay for its full participation during the PROJECT and on final accounting as provided herein below. Funds due from the COUNTY during the PROJECT not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to **Section 55.03, Florida Statutes (F.S.)**.

- (e) The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred and sixty (360) days of final payment to the Contractor. The DEPARTMENT considers the PROJECT complete when final payment has been made to the Contractor, not when the construction work is complete. All PROJECT cost records and accounts shall be subject to audit by a representative of the COUNTY for a period of three (3) years after final close out of the PROJECT. The COUNTY will be notified of the final cost. Both parties agree that in the event final accounting of total PROJECT costs pursuant to the terms of this agreement is less than the total deposit to date, a refund of the excess will be made by the DEPARTMENT to the COUNTY. If the final accounting is not performed within three hundred and sixty (360) days, the COUNTY is not relieved from its obligation to pay.
- (f) In the event the final accounting of total PROJECT costs is greater than the total deposits to date, the COUNTY will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The COUNTY agrees to pay interest at a rate as established pursuant to **Section 55.03, F.S.**, on any invoice not paid within forty (40) calendar days until the invoice is paid.
- (g) The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit and as provided in the attached Memorandum of Agreement (MOA) between the COUNTY, Department and the State of Florida, Department of Financial Services, Division of Treasury.

- (h) Nothing in this Agreement shall be construed to violate the provisions of Section 339.135(6)(a), Florida Statutes, which provides as follows:

“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 such 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; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.”

4. **Effective Date of this Agreement.** This Agreement shall become effective upon execution by the COUNTY and the DEPARTMENT and as of the date set forth on page one (1) hereof.
5. **Provisions Separable.** The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

6. **Amendment of Agreement.** This Agreement may only be amended by mutual agreement of the DEPARTMENT and the COUNTY, expressed in writing and executed and delivered by each.

7. **Notices.** All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received when delivered (personally, by courier service such as Federal Express, or by other messenger) against receipt or upon actual receipt of registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below:

If to the COUNTY: Miami-Dade County Aviation Department
Post Office Box 25504
Miami, Florida 33102-5504
Attn: Division Director, Facilities Development Management

If to the DEPARTMENT: Florida Department of Transportation
1000 NW 111 Avenue, Room 6202B
Miami, Florida 33172
Attention: Pablo Valin, Contract Manager

Any party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph for the giving of notice.

8. **Entire Agreement.** This Agreement, including its attached Exhibits, contain the sole and entire Agreement between the parties with respect to such subject matter and supersede any and all other prior written or oral agreements between them with respect to such subject matter.

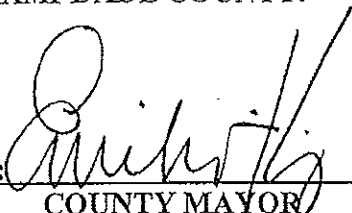
9. **Binding Effect.** This Agreement shall be binding upon the parties and their respective representatives, successors and assigns.

10. **Waiver.** Waiver by either party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.
11. **Captions.** The captions contained in this Agreement are inserted only as a matter of convenience or reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions.
12. **Absence of Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to (a) confer upon any entity or person other than the parties and their permitted successors and assigns any rights or remedies under or by reason of this Agreement as a third party beneficiary or otherwise except as specifically provided in this Agreement; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement.
13. **Other Documents.** The parties shall take all such actions and execute all such documents which may be reasonably necessary to carry out the purposes of this Agreement, whether or not specifically provided for in this Agreement; provided that the parties further acknowledge that certain additional actions by the COUNTY may require approval by the COUNTY Commission, and, to the extent such approval is required by applicable law, obtaining such approval shall be a condition to the obligations of the COUNTY under this Section.
14. **Governing Law.** This Agreement and the interpretation of its terms shall be governed by the laws of the State of Florida, without application of conflicts of law principles. Venue for any judicial, administrative or other action to enforce or construe any term of this Agreement or arising from or relating to this Agreement shall lie exclusively in Miami-Dade County, Florida.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day and year first above written, the COUNTY, signing by and through its COUNTY Manager, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, signing by and through its District Secretary, each duly authorized to execute same.

MIAMI-DADE COUNTY:

on behalf of

BY: 
COUNTY MAYOR

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION:

BY: _____
DISTRICT SECRETARY

ATTEST: _____
(SEAL) COUNTY CLERK

ATTEST: _____
(SEAL) EXECUTIVE SECRETARY

LEGAL REVIEW:

COUNTY ATTORNEY

DISTRICT CHIEF COUNSEL

EXHIBIT 'A'

SCOPE OF SERVICES

The PROJECT work consists of constructing a manhole outside of the approach slab limits to access the existing storm drainage 54" RCP which drains water from the airport to the C6 Miami Canal. The existing manhole top slab, ring and cover will be removed and replaced with a new solid top slab. At the location of the new manhole, the pipe will be cut and a new (7' x 7' x 18') manhole will be installed. From this location to the east, a pipe liner will be installed from the new manhole to the existing manhole terminating at the existing control structure. Video Inspections will be performed on the 54" RCP pipe run from the new structure to the existing control structure. The existing pipe will be connected to the new manhole in the COUNTY. The PROJECT is further defined in Attachment "A1", PROJECT plans (incorporated herein by reference).

PROJECT LIMITS: S.R. 948/NW 36th Street from S.R. 953/LeJeune Road (MP 3.744) to west of S.R. 25/US-7/Okeechobee Road (MP 3.959)

DEPARTMENT Financial Project Number: 418065-2-52-02

COUNTY: Miami-Dade

DEPARTMENT Project Manager: Ali Toghiani, P.E.

COUNTY Project Manager: Pedro F. Hernandez, P.E.

EXHIBIT 'A1'
PROJECT PLANS

EXHIBIT 'B'
FINANCIAL SUMMARY

The DEPARTMENT's Work Program allocates the following funding, programmed under Financial Project Number 418065-2-52-02, for PROJECT completion:

<u>Fiscal Year:</u>	<u>Amount:</u>	<u>Fund Type:</u>
2014/2015	\$258,065.54	Local Funds (LF)

MIAMI-DADE COUNTY FINANCIAL RESPONSIBILITY: \$ 258,065.54

EXHIBIT 'C'
COUNTY RESOLUTION

To be attached hereto and incorporated herein once ratified by the Miami-Dade County Commission.

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this ____, day of _____, 201__, by and between the State of Florida, Department of Transportation, hereinafter referred to as "FDOT" and the State of Florida, Department of Financial Services, Division of Treasury, hereinafter referred to as "TREASURY" and Miami-Dade County, hereinafter referred to as the "PARTICIPANT".

WITNESSETH

WHEREAS, FDOT is currently constructing the following project:

Main Financial Project No.: 418065-2-52-02
County: Miami-Dade County

hereinafter referred to as the "PROJECT".

WHEREAS, FDOT and the PARTICIPANT entered into a **Locally Funded Agreement** dated _____, 201__, wherein FDOT agreed to perform certain work on behalf of the PARTICIPANT in conjunction with the PROJECT.

WHEREAS, the parties to this AGREEMENT mutually agreed that it would be in the best interest of FDOT and the PARTICIPANT to establish an interest bearing escrow account to provide funds for the work performed on the PROJECT on behalf of the PARTICIPANT by FDOT.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit in the amount of Two Hundred Fifty Eight Thousand Sixty Five Dollars and Fifty Four Cents (\$258,065.54) will be made by the PARTICIPANT into an interest bearing escrow account established by FDOT for the purposes of the PROJECT. Said escrow account will be opened with the TREASURY on behalf of FDOT upon receipt of this Memorandum of Agreement. Such account will be an asset of FDOT.

2. Other deposits may be made by the PARTICIPANT as necessary to cover cost increases or the cost of additional work prior to the execution of any Supplemental Agreements or Amendments.

3. Payment will be made as follows (check appropriate payment method):

- Wire transfer
- ACH deposit
- Check

A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible. Following is the wiring and ACH deposit instructions:

For wire transfers: Bank of America
Account # 001009068974
ABA # 026009593
Chief Financial Officer of Florida
Re: DOT – K 11-78, Financial Project #

For ACH deposits: Bank of America
Account # 001009068974
ABA # 063100277
Chief Financial Officer of Florida
Re: DOT – K 11-78, Financial Project #

If a check is the method of payment, the check shall be made payable to the Department of Financial Services, Revenue Processing and mailed to FDOT, OOC-GAO for appropriate processing at the following address:

Florida Department of Transportation
OOC-GAO, LFA Section
605 Suwannee Street, MS 42B
Tallahassee, Florida 32399

A copy of this Agreement should accompany any deposits. When the check is mailed to Tallahassee, the District Office should instruct the PARTICIPANT to mail the District Office a copy of the check.

4. FDOT's Comptroller or designee shall be the sole signatories on the escrow account with the TREASURY and shall have sole authority to authorize withdrawals from said account.

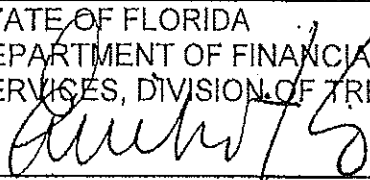
5. Unless instructed otherwise by the FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the PROJECT as defined in the LFA.

6. The TREASURY agrees to provide written confirmation of receipt of funds to FDOT.

7. The TREASURY further agrees to provide periodic reports to FDOT.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
COMPTROLLER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL
SERVICES, DIVISION OF TREASURY



PARTICIPANT SIGNATURE

Emilio T. Gonzalez Director

PARTICIPANT NAME & TITLE

PARTICIPANT ADDRESS

FEDERAL EMPLOYER I.D. NUMBER