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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: October 6, 2015

Agenda Item No. 8(L)(9)

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

Resolution No. R-861-15

From: Carlos A. Gimenez
Mayor

Subject: Change Order One (1) and Final for a Contract between Miami-Dade County and Central Florida Equipment Rentals, Inc., for a Public Works and Waste Management Department Project Entitled SW 137 Avenue from U.S. 1 to SW 200 Street (Project No: 20090003)

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the execution of this Change Order between Miami-Dade County (County), and Central Florida Equipment Rentals, Inc., a Florida corporation (Contractor) to fund the settlement portion of Contractor's claim under the Close Out Agreement in the amount of $225,637.43 for the project entitled SW 137 Avenue, from U.S. 1 to SW 200 Street. The funding for the Project is from proceeds collected through the Charter County Transportation Surtax (Surtax). As such, review by the Citizens' Independent Transportation Trust (CITT) is required prior to the execution of this Change Order.

SCOPE

This project is located within Commissioner Daniella Levine Cava's District 8.

FISCAL IMPACT/FUNDING SOURCE

The County has allocated $2,139,672.85 from Surtax funds for design and land acquisition services for this project. This Change Order is for the negotiated payment to fund the settlement portion of Contractor's claim under the Close Out Agreement in the amount of $225,637.43. Funding will be derived from Index Code CPEPTP708US1 and the Capital project number is 604990.

A contract was awarded by the Board on February 7, 2012, by Resolution No. R-143-12, in the amount of $13,258,227.00. A Notice to Proceed was issued for design and land acquisition services in the amount of $2,139,672.85. The Notice to Proceed for construction (in the amount of $11,118,604.15) was not issued as the design and acquired land were not turned over to the County within the contractually stipulated timeframe. Upon Board approval of this proposed Change Order, the contract balance will be $11,525,710.99. The People's Transportation Plan funding currently allocated for land acquisition costs is insufficient and will be supplemented from Road Impact Fee District 6 funds.

DELEGATION OF AUTHORITY

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

TRACK RECORD/MONITOR

The Public Works and Waste Management Department (PWWM) Project Manager responsible for monitoring this project is Lana Moorey, P.E., Project Manager, Roadway Engineering and Right-of-Way Division, Plans Review Section.

BACKGROUND

On February 7, 2012, the Board adopted Resolution R-143-12 approving a design-build contract between the County and the Contractor (Development Contract) for the project entitled SW 137 Avenue, from U.S. 1 to SW 200 Street (Project). Under the Development Contract, the Contractor was to provide design, land acquisition services, construction and financing of the Project. This Project

consists of constructing a new two (2) lane road which includes, but not limited to, sidewalk, curb and gutter, continuous storm drainage system, signalization, pavement markings and signing, lighting, bicycle facilities, a bridge crossings over Canal C-102 and culvert in Canal C-102N. The right-of-way in the process of being acquired (110 feet) is to accommodate both the two (2) lane road and a future four (4) or six (6) lane roadway.

The project's Notice to Proceed (NTP) was issued to Central Florida on July 11, 2012 only for work associated with the design and right-of-way acquisition phases. The contract was written in a manner that there would be two (2) NTPs, one for the phases described above and another for the construction phase of the project. The NTP for construction would not be issued until the design and all right-of-way acquisitions were completed. The contract had a provision whereby the County can terminate the contract by day 510 and the County's liability for such termination would not exceed $2,200,000.00. Unforeseen issues arose with respect to the timing of the land acquisition necessary for the Project compromising the expectation of the parties under the Development Contract. The project schedule denoted a period of 510 days for the design and right-of-way acquisition. As the time went out the County foresaw anticipated problem with delays in the land acquisition.

On November 26, 2013, the County issued a notice of termination under Section 13.6.1 of the Development Contract, which provides in relevant part that upon such termination the Contractor "shall be entitled to receive only costs incurred as of the date of the Notice of Termination, reasonable profit on work done as of the date of the date of the Notice of Termination, and the costs of preparing its final invoice."

Subsequently, differences arose between the County and the Contractor as to the amounts payable to the Contractor upon the termination. The Close Out Agreement represented the resolution of differences between the County and the Contractor in which the County paid to the Contractor a final invoice for the work completed upon termination.

This Change Order is for the settlement portion of the Close Out Agreement requiring the Board approval.

Following approval of this change order, the only unresolved issue is the Pass-Through Claim of New Millennium Design Consultant, Inc. in the amount of $288,465.19, which the County disputes. The Close Out Agreement limits any further claim against the County to that pass-through claim which must first be certified by the Contractor under the County's false claims ordinance. The total payment to the Contractor for the work completed is $1,732,566.01.

Currently the project is in 90 percent design stage. PWWM staff continues processing the title searches, appraisals and right-of-way engineering required for the right-of-way acquisitions. Once the design is completed and the right-of-way is acquired, the County will proceed with the bidding process and then construction of the project.

Alina T. Hudak
Deputy Mayor

Attachments: Close Out Agreement
FY 2014 – 15 Adopted Budget and Multi-Year Capital Plan

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: October 6, 2015

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

SUBJECT: Agenda Item No. 8(L)(9)

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(L)(9)
10-6-15

RESOLUTION NO. R-861-15

RESOLUTION APPROVING AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE CHANGE ORDER 1 AND FINAL FOR A CONTRACT BETWEEN MIAMI-DADE COUNTY AND CENTRAL FLORIDA EQUIPMENT RENTALS, INC., FOR A PUBLIC WORKS AND WASTE MANAGEMENT DEPARTMENT PROJECT ENTITLED SW 137 AVENUE, FROM US-1 TO SW 200 STREET (PROJECT NO: 20090003) IN THE AMOUNT OF $225,673.43; AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SYSTEM SURTAX FUNDS FOR SUCH PURPOSES

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves and authorizes the County Mayor or County Mayor's designee to execute Change Order 1 and Final for a Contract between Miami-Dade County, and Central Florida Equipment Rentals, Inc., in substantially the form attached and made a part hereof, for a Public Works and Waste Management Department project entitled SW 137 Avenue from U.S. 1 to SW 200 Street (Project No: 20090003), to fund the settlement portion of Contractor's claim under the Close Out Agreement for design and land acquisition services in the amount of $225,637.43; and authorizes the use of Charter County Transportation System Surtax Funds for such purposes.

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

Jean Monestime, Chairman	**aye**		
Esteban L. Bovo, Jr., Vice Chairman	**aye**		
Bruno A. Barreiro	**aye**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**absent**	Barbara J. Jordan	**aye**
Dennis C. Moss	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**aye**
Juan C. Zapata	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of October, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Hugo Benitez

CLOSE OUT AGREEMENT

This Close Out Agreement (the "Agreement") is entered into by and between Miami-Dade County, Florida, a political subdivision of the State of Florida (the "County"), and Central Florida Equipment Rentals, Inc., a Florida corporation (the "Contractor") this 24th day of March, 2015.

WHEREAS on February 7, 2012, the Board of County Commissioners adopted Resolution R-143-12 approving a design-build contract between the County and the Contractor (the "Development Contract") for the project entitled SW 137 Avenue, from U.S. 1 to SW 200 Street (the "Project"), and

WHEREAS under the Development Contract, the Contactor was to provide design, land acquisition services, construction and financing of the Project, and

WHEREAS under the Development Contract, the first phase was for land acquisition, and notice to proceed construction would not be issued until the County acquired the land needed for the Project; and

WHEREAS through no fault of the Contractor or the County, unforeseen issues arose with respect to the timing of the land acquisition necessary for the Project compromising the expectation of the parties under the Development Contract; and

WHEREAS the Development Contract further provided that in the event of termination within 510 days of the Notice to Proceed for the first phase, the County's liability for such termination would not exceed $2,200,000; and

WHEREAS on November 26, 2013, the County issued a notice of termination under Section 13.6.1 of the Development Contract, which provides in relevant part that upon such termination, the Contractor "shall be entitled to receive only costs incurred as of the date of the Notice of Termination, reasonable profit on work done as of the date of the Notice of Termination, and the costs of preparing its final invoice"; and

WHEREAS subsequently, differences arose between the County and the Contractor as to the amounts payable to the Contractor upon the termination; and

WHEREAS THE County and the Contractor wish to resolve their differences and close out the Contract without further liability to each other, all subject to the provisions set forth below,

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NOW THEREFORE IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The representations set forth in the Whereas clauses above are true and correct and incorporated by this reference.

2. The County will pay to the Contractor the sum of $800,371.59 in full satisfaction of any and all of the Contractor's claims or demands under the Development Contract (the "Final Payment") with the limited exception of the Pass-Through Claims as defined below. The Final Payment is the sum total of payment for the Undisputed Payment and the Negotiated Payment, as defined below, and will be paid in the manner set forth below.

3. Not later than April 1, 2015, and provided the Contractor has complied with its obligations under Section 6 below, including the delivery of the items identified in Exhibit A, the County shall pay to the Contractor the sum of $573,556.27, representing the County's evaluation of the Contractor's entitlement under the Contract for the items represented in the Final Invoice less the amount for Inspector General fee. This payment is defined as the Undisputed Payment. The Undisputed Payment is being made under the County's existing authorization to award and administer the Contract and shall not require approval by the Board of County Commissioners.

4. Within 30 days from the effective date of the resolution of the Board of County Commissioners approving a change order authorizing the Negotiated Payment provided for under this Agreement, and provided the Contractor has complied with its obligations under Section 6 below, including the delivery of the items identified in Exhibit A, the County shall pay to the Contractor the sum of $225,637.43, representing the balance of the Final Payment (the "Negotiated Payment").

5. In the event that the Board of County Commissioners does not approve a change order authorizing the Negotiated Payment provided for under this Agreement, the Contractor agrees to credit the County's payment of the Undisputed Payment towards any claims that CFER may have against the County by the amount of such Undisputed Payment.

6. Within 10 days from the execution of this Closeout Agreement, the Contractor shall:

(a) assign to the County all appraisal contracts that the Contractor used in the Project, and for that purpose deliver to the County any necessary assignment contracts duly executed by the appraisal firms;

(b) deliver to the County, to the extent not already been provided to the County, any and all documents identified in Exhibit A to

this agreement, attached and incorporated by this reference, and any and all appraisals for the Project in the possession of the Contractor or any of the persons engaged, directly or indirectly, to accomplish the Project, and any and all worksheets, studies, data compilation or other documents used to support or prepare the appraisals;

(c) assign to the County all surveying contracts that the Contractor used in the Project, and for that purpose deliver to the County any necessary assignment contracts duly executed by the surveying firms;

(d) deliver to the County, to the extent not already been provided to the County, any and all surveys for the Project in the possession of the Contractor or any of the persons retained by the Contractor or any of the persons engaged, directly or indirectly, to accomplish the Project, including without limitation, completed surveys, and any and all worksheets, studies, data compilation or other documents used to support or prepare the surveys;

(e) deliver to the County, to the extent not already been provided to the County, any and all plans, schematic designs, drawings, sketches, studies and computation books prepared by the Contractor or any of the persons engaged, directly or indirectly, to accomplish the Project, including without limitation, signed and sealed plans for the bridge located within the Project.

7. Upon receipt of Final Payment, the Contractor agrees to release the County from any and all claims, demands, actions or causes of action which may arise directly or indirectly from the Development Contract, with the exception of the Pass-Through Claims as defined below, understanding that the Final Payment constitutes a full discharge of any and all of the County's obligations under the Development Contract, with the exception of the Pass-Through Claims as defined below, and agrees to indemnify and hold the County harmless, and to defend the County at Contractor's cost and expense, through all appeals against any and all claims of any third party relating to Contractor's work under the Project or Contractor's payments to subcontractors or material suppliers under the Development Contract with the exception for the Pass-Through Claims as defined below.

8. The Contractor, or Subcontractor on behalf of Contractor, shall be entitled to bring against the County the limited pass-through claims of its subcontractor New Millennium Design Consultant, Inc. ("New Millennium") only in accordance with the terms of this Section (the "Pass-Through Claim"). The Contractor shall be entitled to present the Pass-Through Claim on behalf of its subcontractor New Millennium, for

amounts payable directly to New Millennium. The Contractor believes the Development Contract allows the Contractor to submit a claim for overhead of 7% and profit of 15% on amounts, if any, paid directly to New Millennium for the Pass-Through Claim; however the County denies the Contractor is entitled to these markup amounts. This Agreement does not afford, nor does it deny, Contractor the right to claim these markup amounts and Contractor may submit a claim for these markup amounts to the County not later than 30 days after Contractor has received notice of the settlement or resolution of the Pass-Through Claim. Prior to submitting the Pass-Through Claim to the County, and as an express condition of presenting the claim, the Contractor shall submit a certification of the claim to the County pursuant to the County's False Claim Ordinance, and in particular Section 21-257 of the Code of Miami-Dade County. The Contractor understands and agrees that for purposes of application of the ordinance, the County's request for certification shall be the date of execution of this Closeout agreement, and that the thirty day period provided for in Section 21-257 shall commence to run on that day. The County agrees that it will receive and timely attempt resolution of the Pass-Through Claim. The County further agrees that the time included between February 11, 2014, the date of presentation of the claims which are the subject of this Close Out Agreement, and the effective date of the resolution of the Board of County Commissioners approving a change order authorizing the Negotiated Payment provided for under this Agreement (or April 15, 2015 in the event that the Board does not approve the Settlement Agreement by that date), shall toll the time for any act required to be taken during that time period. The County does not, however, waive any defense available to the County under the Development Contract relating to the timely presentation of claims following the occurrence of the events giving rise to those claims. The Pass-Through Claim shall in no event exceed the amount of $288,465.19 plus interest, the amount at which it was valued by the Contractor on February 11, 2014, and shall not contain claims beyond those described in New Millennium's demand letter of April 15, 2014 and January 24, 2014 directed to the Contractor, and the attachments thereto. The Contractor agrees that the County may assert this Closeout Agreement and the payments included hereunder in the County's defense against the Pass-Through Claim.

9. The County hereby recognizes and acknowledges that Termination was effectuated suddenly and required the Design-Builder to cease all work immediately. Accordingly, the County recognizes and acknowledges that many elements of the Plans and Specifications were not fully completed as of or after Termination and may contain items that were not finalized or fully reviewed. In addition, for the Plans and Specifications that were completed, namely the signed and sealed bridge Plans, the County recognizes and acknowledges that the completed Plans and Specifications did not undergo the shop drawing, submittal or request for information process and the Design-Builder did not have the opportunity to use those processes to identify and make necessary changes or alterations to the Plans or Specifications. The Plans and Specifications shall be subject to the professional

standard of care attendant to plans and specifications under the circumstances set forth herein.

10. This Agreement may be executed in multiple counterparts that can be transmitted by facsimile or electronically with signatures, each of which shall be deemed an original.

Signed this 24th day of March, 2015.

Central Florida Equipment Rentals, Inc.
a Florida corporation

Contractor's Authorized Signature

ROBERT BAER
Contractor's Printed Name

Acceptance Miami-Dade County

SIGNED: _____
Alina Hudak
~~Interim~~ Director
Miami-Dade County
Public Works and Waste
Management Department

SIGNED: _____
Carlos A. Gimenez, Mayor
Miami-Dade County

SIGNED: _____
Assistant County Attorney

SIGNED: _____
Deputy Clerk
Miami-Dade County

EXHIBIT "A" - RIGHT-OF-WAY ENGINEEERING SECTION

Survey deliverables needed:

1) A right-of-way verification map showing existing right-of-way lines and recording data determined from Public Records. Hard Copy or pdf file.
2) A parcel map (scale1"=50') showing all the proposes and the existing right-of-way lines, recording data of easements and other right of ways, property lines, deed lines, parcel numbers, parcel boundaries and parent tracts.
3) A signed and sealed Control Survey or survey report which support the quarter sections survey done. CD of electronic supporting files needed. (point file, field book file, etc.)
4) A signed and sealed Topographic Survey Map along the 110 feet wide corridor and side streets intersecting with the corridor.
5) A signed and sealed Supplement Topographic Survey for each proposed parcel showing features of the improvements typically mapped within the parents that will be appraised. CD of cad files needed. (fences, hedges, manholes, fire hydrants, utilities, signs, etc.)
6) A signed and sealed Specific Purpose Survey for the specific purpose of referencing, describing, and mapping the centerline, baseline alignment and right of way lines existing and proposed. CD of electronic supporting files needed. (point file, field book file, etc.)
7) References files needed to edit and/or modify all those parcel sketches previously transmitted without topographic features (3-4-2014) in pdf format. CD of cad files needed.

HIGHWAY DIVISION DELIVERABLES:

1) Computation book for the quantities for the current design plans
2) Environmental Permits/Permit applications and permit information (copies of submittals)
3) Signed & sealed bridge plans, signed and sealed design report for bridge structure and signed & sealed bridge load rating report
4) Information on Public Involvement Services performed

INFRASTRUCTURE IMPROVEMENTS IN THE UNINCORPORATED AREA - COMMISSION DISTRICT 13 PROJECT #: 604960

DESCRIPTION: Construct improvements to infrastructure to include, but not limited to, sidewalks, resurfacing, and guardrails in Commission District 13

LOCATION: Commission District 13 — District Located: 13
Unincorporated Miami-Dade County — District(s) Served: 13

REVENUE SCHEDULE:	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
BBC GOB Financing	0	0	500	0	0	0	0	0	500
TOTAL REVENUES:	0	0	500	0	0	0	0	0	500
EXPENDITURE SCHEDULE:	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
Construction	0	0	500	0	0	0	0	0	500
TOTAL EXPENDITURES:	0	0	500	0	0	0	0	0	500

SOUTH MIAMI AVENUE AREA TRAFFIC STUDY PROJECT #: 604970

DESCRIPTION: Study in South Miami Ave area

LOCATION: South Miami Ave — District Located: 7
City of Miami — District(s) Served: 7

REVENUE SCHEDULE:	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
Road Impact Fees	40	10	0	0	0	0	0	0	50
TOTAL REVENUES:	40	10	0	0	0	0	0	0	50
EXPENDITURE SCHEDULE:	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
Planning and Design	40	10	0	0	0	0	0	0	50
TOTAL EXPENDITURES:	40	10	0	0	0	0	0	0	50

WIDEN SW 137 AVENUE FROM US-1 TO SW 184 STREET PROJECT #: 604990

DESCRIPTION: Widen road from two to four lanes on three miles of roadway

LOCATION: SW 137 Ave from US-1 to SW 200 St — District Located: 8, 9
Unincorporated Miami-Dade County — District(s) Served: 8, 9

REVENUE SCHEDULE:	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
People's Transportation Plan Bond Program	2,994	1,100	8,000	4,834	0	0	0	0	16,928
Charter County Transit System Surtax	14	0	0	0	0	0	0	0	14
TOTAL REVENUES:	3,008	1,100	8,000	4,834	0	0	0	0	16,942
EXPENDITURE SCHEDULE:	PRIOR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	FUTURE	TOTAL
Planning and Design	3,008	100	0	0	0	0	0	0	3,108
Construction	0	1,000	8,000	4,834	0	0	0	0	13,834
TOTAL EXPENDITURES:	3,008	1,100	8,000	4,834	0	0	0	0	16,942

MIAMI-DADE COUNTY, FLORIDA

PUBLIC WORKS AND WASTE MANAGEMENT

CHANGE ORDER TO ORIGINAL CONTRACT

CHANGE ORDER NO: 1 and Final **CONTRACT NO:** 20090003 **DATE:** 8/10/2015

PROJECT TITLE: Unsolicited Proposal for Design, Build and Finance of the PTP SW 137 Avenue, from US-1 to SW 200 Street, located within Commission District 8

TO CONTRACTOR: CENTRAL FLORIDA EQUIPMENT RENTALS INC 9030 NW 97th Terrace Medley, Florida 33178

YOU ARE HEREBY REQUESTED TO MAKE THE FOLLOWING CHANGES IN THE PLANS AND SPECIFICATIONS FOR THIS PROJECT AND TO PERFORM THE WORK ACCORDINGLY, SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS.

Description of work authorized: This project consists of designing a new two (2) lane road which includes, but not limited to, sidewalk, curb and gutter, continuous storm drainage system, signalization, pavement markings and signing, lighting, bicycle facilities, a bridge crossings over canal C-102 and culvert in canal C-102N. The right-of-way in the process of being acquired (110 feet) is to accommodate both the two (2) lane road and a future four (4) or six (6) lane roadway.

Monetary Justification: This project is funded through Charter County Transportation Surtax.The County has allocated $2,139,672.85 from Surtax funds for design and land acquisition services for this project.This Change Order is to authorize the negotiated payment to fund the settlement portion of Contractor's claim under the attached Close Out Agreement in the amount of $225,637.43.This payment to the Contractor (Continued below)

Time Justification: N/A

SUMMARY OF CONTRACT AMOUNT / TIME

ORIGINAL CONTRACT AMOUNT	$13,258,227.00
COST OF CHANGES PREVIOUSLY ORDERED	$0.00
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE	$13,258,227.00
COST OF CHANGES WITH THIS DOCUMENT	$0.00
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE	$13,258,227.00
PERCENT INCREASE WITH THIS CHANGE	0%
TOTAL PERCENT INCREASE TO DATE	0%
TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE	1095 / 0 / 0
CONTINGENCY TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE	0 / 0 / 0
ADJUSTED DURATION INCLUDING THIS CHANGE	1095

CERTIFYING STATEMENT: *The Contractor certifies that the changes and supporting cost data included is in its considered opinion necessary and accurate and that the prices quoted are fair and reasonable.*

Accepted By:

Organization	Name	Title	Date
CENTRAL FLORIDA EQUIPMENT RENTALS INC	Richard Baer, co-Pres.	Contractor	08/14/15
Surety		Surety	

Title	Name	Date
Approved By: County Attorney (for legal sufficiency)		
Approved By: County Mayor		
Attested By: Clerk of the Board		

Monetary Justification: (Continued)

closes out this contract and satisfies all Contractor claims, terminated for convenience on November 26, 2013, with the exception of the Pass-Through Claim defined in the Close Out Agreement.

Memorandum

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Charles Scurr, Executive Director

Date: September 9, 2015

Re: **CITT AGENDA ITEM 5A:**
RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST (CITT) RECOMMENDING THE BOARD OF COUNTY COMMISSIONERS (BCC), AUTHORIZE THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE CHANGE ORDER 1 AND FINAL FOR A CONTRACT BETWEEN MIAMI-DADE COUNTY AND CENTRAL FLORIDA EQUIPMENT RENTALS, INC., FOR A PUBLIC WORKS AND WASTE MANAGEMENT DEPARTMENT PROJECT ENTITLED SW 137 AVENUE, FROM US-1 TO SW 200 STREET (PROJECT NO: 20090003) IN THE AMOUNT OF $225,673.43; AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SYSTEM SURTAX FUNDS FOR SUCH PURPOSES **(PWWM – Legislative File No. 151666)**

On September 9, 2015, the CITT voted (12-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 15-038. The vote was as follows:

Paul J. Schwiep, Esq., Chairperson – Aye
Hon. Anna E. Ward, Ph.D., 1st Vice Chairperson – Aye
Glenn J. Downing, CFP®, 2nd Vice Chairperson – Aye

Joseph Curbelo – Aye
Alfred J. Holzman – Aye
Jonathan Martinez – Aye
Miles E. Moss, P.E. – Aye
Marilyn Smith – Aye
Peter L. Forrest – Aye
Prakash Kumar – Aye
Alicia Menardy, Esq. – Aye
Hon. James A. Reeder – Aye
Hon. Linda Zilber – Absent

cc: Alina Hudak, Deputy Mayor/Director Public Works & Waste Management Department
Bruce Libhaber, Assistant County Attorney