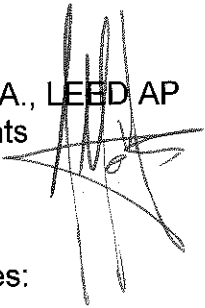


**Date:** March 13, 2015

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

**From:** Alejandro Martinez-Esteve, R.A., LEED AP  
Manager, Capital Improvements  
Public Works and Waste  
Management Department 

**Subject:** Notice of Design/Build Services:  
Project No. CMJPA-2015.02  
Joint Participation Agreement (JPA) between  
Miami-Dade County and the City of Miami, NE  
2 Avenue from NE 69 Street to NE 84 Street  
**DESIGN/BUILD**

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**RECOMMENDATION**

PWWM's Capital Improvements staff completed the review of the subject JPA in accordance with the applicable provisions of Implementing Order 3-22. Please review and approve the resulting Small Business Enterprise (SBE) subconsultant/subcontractor goal for design-build services for the above-referenced project. Attached is the Project Measure Analysis and Recommendation along with other supporting documentation.

Scope of Work: Design/Build for road reconstruction including stormwater system improvements, signalization, pavement markings and signage, landscaping, sidewalks, decorative lighting, curb and gutters.

Engineer Project Base Cost Estimate: Design: \$405,696; Construction: \$5,310,967

SBE A/E Measure: Land Surveying 7.02%  
Landscape Architecture 5.00%

SBE Construction Measure: Concrete 7.71%  
Landscaping 2.80%  
Signage & Pavement Markings 1.47%

CWP Goal: As applicable

## **BACKGROUND**

This project is a JPA between Miami-Dade County and the City of Miami. The objective of the proposed JPA is for the design and construction of a roadway improvement project along NE 2 Avenue from NE 69 Street to NE 84 Street.

Miami-Dade County will utilize the resources of the City of Miami to design, construct and administer the project subject to the terms and conditions of the attached draft JPA. The attached JPA includes language which states that the City of Miami agrees to comply with applicable County regulations including but not limited to the SBE.

If any additional information is required you may contact me at (305) 375-2093, or James Ferreira at (305) 375-3267.

AM/jf

### Attachments (3)

C: James Ferreira, P.E., PWWM  
Coralee Taylor, ISD  
Laurie Johnson, ISD  
Alice Hidalgo-Gato, ISD

Kelly Duncombe, ISD  
Leandro Ona, PWWM  
Javier Heredia, PWWM  
File

MIAMI-DADE COUNTY PUBLIC WORKS AND WASTE MANAGEMENT DEPARTMENT  
CONTRACT / PROJECT MEASURE ANALYSIS AND RECOMMENDATION

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

**From:** Alejandro Martinez-Estevez, RA, LEED AP  
Manager, Capital Improvements Section  
Public Works & Waste Management Department

**Date:** Friday, March 13, 2015



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**CONTRACT INFORMATION**

**JPA No.:** CMJPA-2015.02

**JPA Title:** JPA between Miami-Dade County and the City of Miami for Roadway Improvement at NE 2 Avenue from NE 69 Street to NE 84 Street

**Re-submittal:** No

**Standard Industrial Code (SIC) / North American Industry Classification Code (NAICS):**

1610 / 237310 - Construction – Highway, Street & Bridge Construction

**Estimated Project Base Cost:**

\$5,310,967 - Construction  
\$ 405,696 - Design

**Funding Source:** People's Transportation Plan

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

**PROJECT INFORMATION**

**Scope of Work**

Work under this Contract includes furnishing of all supervision, labor, materials, tools, equipment and performing all operations required to construct the Work in accordance with the Contract Documents. Work includes design/build for road reconstruction including stormwater system improvements, signalization, pavement markings and signage, landscaping, sidewalks, decorative lighting, curb and gutters.

**Design:**

There are no special and/or minimum requirements the Lead Designer and/or sub-consultants should possess. Technical Certification category 3.02, 3.09, and 10.01 are the only Technical Categories that the Lead Designer must hold.

**JPA No.:** CMJPA-2015.02  
**JPA Title:** Road Improvement: NE 2 Avenue from NE 69 Street to NE 84 Street

**A/E Consultant Selection: Technical Certification Categories:**

Roadway Improvements along NE 2nd Ave from NE 69 St to NE 84 St – Design Costs Segment D			
3.02	Highway Systems - Highway Design	36.46%	\$147,916.76
3.09	Highway Systems - Signing, Pavement Marking, and Channelization	6.00%	\$24,341.76
3.10	Highway Systems - Lighting	6.00%	\$24,341.76
3.11	Highway Systems - Signalization	19.00%	\$77,082.24
9.02	Soils, Foundations, and Materials Testing – Geotechnical and Materials Engineering Services	1.52%	\$6,166.58
9.03	Soils, Foundations, and Materials Testing – Concrete and Asphalt Testing Services	1.52%	\$6,166.58
10.01	Environmental Engineering - Stormwater Drainage Design Engineering Services	16.00%	\$64,911.36
15.01	Land Surveying	7.02%	\$28,479.86
20.00	Landscape Architecture	5.00%	\$20,284.80
	Aerial Photography	1.48%	\$6,004.30
		100.00%	\$405,696.00

**Required Contractor's Certification:**

At the time of Bid and pursuant to the requirements of Section 10-3 of the Code of Miami-Dade County, Florida (the County), Florida and these Solicitation and Contract Documents, the Bidder must hold a valid, current, and active Certificate of Competency as a General Engineering Contractor or as a Specialty Engineering Contractor, commensurate to the requirements of the Scope of Work, in engineering crafts to include paving engineering work. The specialty contractor shall subcontract with a qualified contractor any work which is incidental to the specialty but is specified in the aforementioned Code as being the work of other than that of the Engineering specialty for which certified.

Pursuant to Section 255.20, Florida Statutes (F.S.) and in lieu of the above, the County may consider a bid from a Bidder that is a duly licensed contractor in good standing that has been pre-qualified and considered eligible by the Florida Department of Transportation (FDOT) under Section 337.14, F.S. and Chapter 14-2, Florida Administrative Code, to perform the work described in the contract documents. Contractors seeking consideration under this paragraph shall submit along with the bid documents for review and consideration, current copy(ies) of their FDOT Certificate(s) of Qualification, Certification of Work Underway, and status of Contracts On Hand. Acceptable FDOT qualification(s) necessary to

perform the work specified in the project's scope of work shall include Flexible Paving and Drainage Work Classes.

**Additional Information** – Permits, Licenses, Certifications, and General Regulations

Permits that are issued by PWWM for construction within the public right-of-way, as well as additional permits, which may be required by other municipalities or agencies, including those required for tree removal, will be the responsibility of the Contractor.

**RECOMMENDATION**

**PWWM Areas recommended for SBE Subcontractor Goal:**

SBE A/E Measure:	Land Surveying Landscape Architecture
SBE Construction Measure:	Concrete Landscaping Signage & Pavement Markings

**Contract Measure Recommendation:**

- No Measure
- Set-Aside:
 

Level I	Level II	Level III
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- Trade Set-Aside(s):
- Aggregate Set-Aside

- SBE Subcontractor Goal:

A/E Measure:	Land Surveying	7.02%
	Landscape Architecture	5.00%
Construction Measure:	Concrete	7.71%
	Landscaping	2.80%
	Signing & Pavement Markings	1.47%

- CWP: As Applicable
- DBE Subcontractor Goal: Not Applicable

**Reason for Recommendation:** The recommendations are based on the information provided in the attached cost estimate which is provided in accordance with the Miami-Dade County Code.

**SBE Prime History of similar Contracts/Projects for previous Three (3) years:** None

**Scope of Work History Summary – Subcontracting Opportunities:** None

**Similar Projects previously submitted for SBD Action:** None

**SBE Goal / Project No. / Amount achieved:** None

**PROJECT COST ESTIMATE**

**B-78505 NE 2 AVENUE STREET IMPROVEMENTS**

NE 2 Avenue Segment D (NE 69 Street to NE 84 Street) DESIGN-BUILD

NEW CONSTRUCTION FOR ONE (0.949) MILE OF ROADWAY (70' SECTION WITH 2 TRAVEL LANES + DUAL LEFT TURN LANE + BIKE LANES+ ONSTREET PARKING ON ONE SIDE

PAY ITEM No.	DESCRIPTION	UNIT	UNIT COST	ESTIMATED QUANTITY	ESTIMATED COST
<b>ROADWAY</b>					
102-3	COMMERCIAL MATERIAL FOR DRIVEWAY MAINTENANCE	CF	\$ 5.00	27,000.00	\$ 135,000.00
102-14	TRAFFIC CONTROL OFFICER	MH	\$ 51.30	2,080.00	\$ 106,704.00
102-60	WORK ZONE SIGNS	ED	\$ 0.28	27,324.00	\$ 7,104.24
102-81	BUSINESS SIGNS (TEMPORARY, POST MOUNTED)	EA	\$ 40.38	86.00	\$ 2,665.08
102-71-11	TEMPORARY BARRIER WALL (F&I) (CONCRETE)	LF	\$ 20.64	1,166.00	\$ 24,066.24
102-71-21	TEMPORARY BARRIER WALL (RELOCATE) (CONCRETE)	LF	\$ 3.43	7,106.00	\$ 24,373.58
102-74-1	TEMPORARY BARRICADE (TYPES I, II, DI, VP & DRUM)	ED	\$ 0.16	185,328.00	\$ 29,652.48
102-74-2	TEMPORARY BARRICADE (TYPES III-6)	ED	\$ 0.31	15,048.00	\$ 4,664.88
102-76	ADVANCE WARNING ARROW PANEL	ED	\$ 5.73	792.00	\$ 4,538.16
102-77	HIGH INTENSITY FLASHING LIGHTS, TEMPORARY, TYPE B	ED	\$ 0.26	15,840.00	\$ 4,118.40
102-78	TEMPORARY REFLECTIVE PAVEMENT MARKER	EA	\$ 3.06	1,910.00	\$ 5,844.80
102-79	TYPE C STEADY BURN LIGHT, TEMP, BARRIER WAL MOUNT	ED	\$ 0.44	8,316.00	\$ 3,659.04
102-89-17	TEMPORARY CRASH CUSHION	EA	\$ 1,319.13	30.00	\$ 39,573.90
104-10-3	SEDIMENT BARRIER	LF	\$ 2.75	6,030.00	\$ 16,582.50
104-16	ROCK BAGS	EA	\$ 6.72	2,180.00	\$ 14,649.60
110-1-1	CLEARING AND GRUBBING	AC	\$ 10,000.00	9.67	\$ 96,700.00
110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	\$ 13.35	8,922.74	\$ 119,118.58
110-86	DELIVERY OF SALVAGEABLE MATERIAL	LS	\$ 5,000.00	1.00	\$ 5,000.00
120-1	EXCAVATION REGULAR	CY	\$ 5.89	16,007.00	\$ 94,281.23
120-6	EMBANKMENT	CY	\$ 9.75	309.00	\$ 3,012.75
160-4	TYPE B STABILIZATION	SY	\$ 2.46	36,469.00	\$ 89,349.05
162-1-11	PREPARED SOIL LAYER (FINISHED SOIL LAYER)(6")	SY	\$ 10.17	954.00	\$ 9,702.18
285-709	BASE OPTIONAL GROUP 6	SY	\$ 9.34	36,469.00	\$ 340,820.46
327-70-1	MILLING EXISTING ASPHALT PAVEMENT (1" AVG. DEPTH)	SY	\$ 9.94	6,720.00	\$ 66,796.80
334-1-13	SUPERPAVE ASPHALTIC CONCRETE (2")(TRAFFIC C)	TN	\$ 100.28	6,584.10	\$ 660,319.39
337-7-32	ASPHALT CONC FRICTION COURSE (INC RUBBER) (1")(FC-9.5)	TN	\$ 113.46	2,194.70	\$ 249,010.66
400-1-15	CLASS I CONCRETE	CY	\$ 354.89	40.40	\$ 14,337.56
425-1-331	INLETS (CURB TYPE P-3) (<=10)	EA	\$ 3,353.01	3.00	\$ 10,059.03
425-1-332	INLETS (CURB TYPE P-3) (>10)	EA	\$ 3,947.01	2.00	\$ 7,894.02
425-1-341	INLETS (CURB TYPE P-4) (<=10)	EA	\$ 3,618.31	5.00	\$ 18,091.55
425-1-351	INLETS (CURB TYPE P-5) (<=10)	EA	\$ 3,344.25	14.00	\$ 46,819.50
425-1-362	INLETS (CURB TYPE P-5) (>10)	EA	\$ 3,858.45	3.00	\$ 11,575.35
425-1-361	INLETS (CURB TYPE P-6) (<=10)	EA	\$ 3,558.34	27.00	\$ 98,102.18
425-1713	DITCH BOTTOM INLET (TYPE P-V) (<=10)	EA	\$ 4,000.00	2.00	\$ 8,000.00
425-1715	DITCH BOTTOM INLET (TYPE J-V) (<=10)	EA	\$ 4,000.00	2.00	\$ 8,000.00
425-2-41	MANHOLES (P-7) (<=10)	EA	\$ 2,958.38	25.00	\$ 73,959.75
425-2-42	MANHOLES (P-7) (>10)	EA	\$ 3,234.17	8.00	\$ 25,873.36
430-175-101	PIPE CULVERT - UP TO 24"	LF	\$ 56.89	2,104.00	\$ 119,696.56
430-175-102	PIPE CULVERT - 25" TO 36"	LF	\$ 86.15	915.00	\$ 78,827.25
443-70-6	FRENCH DRAIN 36"	LF	\$ 136.73	3,774.00	\$ 516,019.02
520-1-10	CURB & GUTTER (TYPE F)	LF	\$ 14.93	9,201.90	\$ 137,384.37
522-1	SIDEWALK CONCRETE (4")	SY	\$ 28.54	9,538.00	\$ 272,157.44
522-2	SIDEWALK CONCRETE (6")	SY	\$ 29.86	892.00	\$ 26,635.12
570-1-2	PERFORMANCE TURF	SY	\$ 4.41	954.00	\$ 4,207.14
710-11-125	PAINTED PAVEMENT MARKINGS (24" WHITE)	LF	\$ 1.03	688.00	\$ 708.64
710-11-211	PAINTED PAVEMENT MARKINGS (6" YELLOW)	NM	\$ 676.36	2.90	\$ 1,981.44
710-17	PAINTED PAVEMENT MARKING REMOVAL	SF	\$ 2.53	1,886.00	\$ 4,771.58
711-17	THERMOPLASTIC REMOVAL	SF	\$ 2.77	821.00	\$ 2,270.17
710-11-111	PAINTED PAVEMENT MARKING (6" WHITE)	NM	\$ 841.49	2.28	\$ 1,922.04
710-11-125	PAINTED PAVEMENT MARKINGS (24" WHITE)	LF	\$ 1.13	792.00	\$ 894.96
710-11-211	PAINTED PAVEMENT MARKINGS (6" YELLOW)	NM	\$ 823.60	2.40	\$ 1,976.64
710-17	PAINTED PAVEMENT MARKING REMOVAL	SF	\$ 2.53	9,045.00	\$ 22,883.85
<b>SIGNING AND PAVEMENT MARKINGS</b>					
700-20-11	SIGN SINGLE POST (<1 25)	AS	\$ 252.21	44.00	\$ 11,097.24
700-20-12	SIGN SINGLE POST (1 25 OR GREATER)	AS	\$ 579.43	0.00	\$ -
700-20-40	SIGN EXISTING (RELOCATE) (SINGLE POST)	AS	\$ 165.82	75.00	\$ 12,436.50
700-20-60	SIGN EXISTING (REMOVAL) (SINGLE POST)	AS	\$ 26.99	14.00	\$ 377.86
706-3	REFLECTIVE PAVEMENT MARKER (YELLOW/YELLOW)	EA	\$ 4.22	286.00	\$ 1,206.92
706-3	REFLECTIVE PAVEMENT MARKER (WHITE/RED)	EA	\$ 4.22	162.00	\$ 683.64
711-11-111	6" SOLID TRAFFIC STRIPE (WHITE)	NM	\$ 378.32	1.78	\$ 674.54
711-11-123	12" SOLID TRAFFIC STRIPE (WHITE)	LF	\$ 1.85	3,358.00	\$ 5,540.70
711-11-124	18" SOLID TRAFFIC STRIPE (WHITE)	LF	\$ 2.35	95.00	\$ 223.25
711-11-125	24" SOLID TRAFFIC STRIPE (WHITE)	LF	\$ 3.43	898.00	\$ 3,080.14
711-11-131	6" (10 - 30) SKIP TRAFFIC STRIPE (WHITE)	GM	\$ 775.82	0.87	\$ 671.08
711-11-151	6" (2 - 4) SKIP TRAFFIC STRIPE (WHITE)	LF	\$ 1.08	500.00	\$ 540.00
711-11-160	PAVEMENT MESSAGES	EA	\$ 134.88	34.00	\$ 4,586.28
711-11-170	DIRECTIONAL ARROWS	EA	\$ 57.08	39.00	\$ 2,226.12
711-11-211	6" SOLID TRAFFIC STRIPE (YELLOW)	NM	\$ 3,427.02	1.64	\$ 5,616.89
711-11-224	18" SOLID TRAFFIC STRIPE (YELLOW)	LF	\$ 2.28	75.00	\$ 171.00
<b>SIGNALIZATION</b>					
	NE 71 STREET	EA	\$ 150,000.00	1.00	\$ 150,000.00
	NE 76 STREET	EA	\$ 150,000.00	1.00	\$ 150,000.00
	NE 78 STREET	EA	\$ 150,000.00	1.00	\$ 150,000.00
	NE 79 STREET	EA	\$ 150,000.00	1.00	\$ 150,000.00
	NE 80 STREET	EA	\$ 150,000.00	1.00	\$ 150,000.00
<b>LIGHTING</b>					
715-1-113	LIGHTING CONDUCTORS (F&I) (No 6)	LF	\$ 1.43	34,593.00	\$ 49,487.99
715-2-11	CONDUIT (F&I) (UNDERGROUND) (PVC SCH 40) (2")	LF	\$ 6.25	11,530.00	\$ 72,062.50
715-7-12	SERVICE LOAD CENTER (F&I) (PRIMARY VOLTAGE)	EA	\$ 4,356.19	1.00	\$ 4,356.19
715-7-42	SERVICE LOAD CENTER (REMOVE) (PRIMARY VOLTAGE)	EA	\$ 605.83	0.00	\$ -
715-14-11	PULL BOX (F&I) (ROADSIDE-MOULDED)	EA	\$ 357.29	134.00	\$ 47,876.86
716-500-1	POLE CABLE DISTRIBUTION SYSTEM (CONVENTIONAL)	EA	\$ 1,330.54	86.00	\$ 114,426.44
715-311-120	LIGHT POLE COMPLETE (F&I) (18'1")	EA	\$ 4,542.58	86.00	\$ 390,661.88
715-560-000	LIGHT POLE COMPLETE REMOVE	EA	\$ 259.48		\$ -
<b>LANDSCAPING</b>					
580-1-2	CONOCARPUS ERECTUS (GREEN BUTTONWOOD) (16' HT., F.G.)	EA	\$ 500.00	320.00	\$ 160,000.00
580-1-2	CONOCARPUS E. 'SERIOUS' (SILVER BUTTONWOOD) (12' HT., F.G.)	EA	\$ 500.00	7.00	\$ 3,500.00
				Sub-Total	\$ 5,310,967.32
				Contingency (10%)	\$ 531,096.73
				Sub-Total Construction	\$ 5,842,064.05
<b>GENERAL</b>					
102-1	Maintenance of Traffic (2%)	LS	\$ 106,219.35	1.00	\$ 106,219.35
	PERMITS	LS	\$ 18,000.00	1.00	\$ 18,000.00
				<b>CONSTRUCTION TOTAL</b>	<b>\$ 5,842,064.05</b>

**JOINT PARTICIPATION AGREEMENT  
BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIAMI  
NE 2 AVENUE FROM NE 69 STREET TO NE 84 STREET**

This AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the CITY OF MIAMI, FLORIDA, a municipal corporation of the STATE OF FLORIDA, hereinafter referred to as the "City", and MIAMI-DADE COUNTY, a political subdivision of the STATE OF FLORIDA, hereinafter referred to as the "County".

**WITNESSETH**

WHEREAS, both parties herein wish to facilitate the construction of a road improvement project in MIAMI-DADE COUNTY, hereinafter referred to as the "Project" described as follows:

Roadway reconstruction, new stormwater system, sidewalks, curb and gutters, pavement markings, signage, signalization, decorative lighting, and landscaping, along NE 2 Avenue from NE 69 Street to NE 84 Street; and

WHEREAS, the County wishes to utilize the resources of the City to design, contract, and construct the Project, subject to the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the parties agree:



**1. RESPONSIBILITIES OF CITY:**

**1.1. Design-Build Criteria:** The City will secure engineering design and consulting services from qualified firms to develop the design-build criteria package at its sole expense for the Project, in accordance with standard County and/or City, as applicable, design criteria, to the satisfaction of the County Public Works and Waste Management Director or their designee. The City's Design Criteria Professional (DCP) shall be made available to County to review design criteria submittals by the Design-Builder, including shop drawings, and perform required post-design services. The County agrees that the selection, retention and discharge of the DCP consultant shall be the responsibility of the City in accordance with applicable laws and City procedures.

**1.2. Permits and Approvals:** The City shall obtain all necessary permits, and utility adjustments, and coordinate the review of construction documents by utilities and permitting agencies. The City shall make all necessary adjustments as required for approval and/or permitting by those agencies. The City shall obtain all necessary permits, and utility adjustments for the Project in accordance with applicable state, federal and local laws and ordinances. The City shall not pay for any permits required by the Miami-Dade County Public Works and Waste Management Department.

**1.3. Right-of-Way:** The City shall acquire at its sole expense, any right-of-way that is required to complete the construction of the Project.

**1.4. Public Information and Involvement:** The City will implement a Public Involvement Plan (PIP) during the design and construction of the Project to provide information to property owners, tenants, and area residents, including but not limited to: public meetings, project documentation and flyers, business signs, directional parking signs, and schedules for major work to be performed in the area. Appropriate investigation of the Project stakeholders shall be used to develop the goals and objectives to implement the PIP. The City shall submit a copy of the PIP to the County Public Works and Waste Management Director for review and concurrence prior to its implementation.

Projects that exceed \$1,000,000 in construction costs shall comply with the process and guidelines for the preparation and implementation of PIPs as established by Miami-Dade County Implementing Order 10-13.

**1.5. Publicity:** By the acceptance of these funds, the City agrees that the Project elements funded by this Agreement shall recognize and adequately reference the County as a funding source. The City shall ensure that all publicity, public relations, advertisements and signs recognizes and references the County for the support of all contracted activities. This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationery. The use of the official County logo is permissible for the publicity purposes stated herein. The City shall submit sample or mock up of such publicity or materials to the County for review and approval. The City shall

ensure that all media representatives, when inquiring about the activities funded by this Agreement, are informed that the County is a funding source.

**1.6. Accounting:** The City shall at all times maintain separate accounting for the costs of the Project so those costs may be independently verified and audited by the County, at the request and cost of the County. The City agrees to permit the County auditors to inspect the books, records and accounts of the Project for three (3) years after completion of the Project. These records shall be made available to the County for inspection within five (5) business days upon receipt of a written request from the County.

**1.7. Construction:** The City shall procure the services of a Design-Builder. The Design-Builder's team shall be comprised of a licensed contractor holding an engineering contractor's license to construct the Project, and a qualified design engineering consultant. The City may award the contract through any available lawful means, in accordance with Section 255.20, Florida Statutes, which, in the City's discretion, affords the most competitive price for construction of the Project and which may include, but is not limited to, bid solicitation, request for proposals, the award of a change order on existing City contract(s), or the extension of unit-prices provided in connection with prior competitive bid awards. Notwithstanding any provision to the contrary, the City shall comply with all applicable County contract compliance and oversight measures relating to the expenditure of County funds, in accordance with Section 6 of this Agreement. Prior to the advertisement to solicit a licensed contractor to construct the Project, the City will contact the

County's Public Works and Waste Management Capital Improvements Section to ensure this compliance.

The design-build contract shall also contain a requirement that the contractor(s) provide a payment and performance bond at least in the amount and form required by state law naming the County and City as joint obligees or joint contracting public entities. The design-build contract shall contain a contingency amount to address unforeseen conditions and owner required changes which shall not exceed ten percent (10%) of the base amount of the contract, unless otherwise approved in writing by designated representatives of the County and City. The commitment for the expenditures of any contingency funds shall not be made by the City without the prior written approval of the County Public Works and Waste Management Director. The County shall respond, in writing, within thirty (30) business days of receiving written requests from the City to approve the commitment of contingency funds.

Subsequent to the evaluation of design-build proposals by the City and the City's determination of the most advantageous bid or proposal, the City shall provide said evaluation to the County Public Works and Waste Management Director for review and approval. Final commitment of County funds for the Project shall occur upon approval of the contract award recommendation by the County Public Works and Waste Management Director. The County agrees that the selection, retention and discharge of such contractor shall be the responsibility of the City.

**1.8. Claims and Change Orders:** The City shall notify the County Public Works and Waste Management Director in writing when claims or change orders arise. The City shall also invite the County to participate in negotiations of these claims and change orders. The County shall review and make a determination or approval of all change orders or supplemental agreements, permits, modifications of plans, or other requests for approvals submitted by the City.

**1.9. Construction Administration and Inspection:** The City shall exercise all responsibilities of the owner under the design-build contract, including construction administration and inspections. The City may delegate this function to an authorized agent or Construction Engineering Inspection consultant. The County's inspector shall have an oversight role in the routine daily inspections. In the case of a disagreement over the interpretation of the plans, the County Public Works and Waste Management Director or their designee shall have final authority subsequent to an independent final inspection by the County. The City's designated representative and the County's designated representative shall jointly perform the inspection of the Project which immediately precedes substantial completion. The City shall certify upon completion that the Project has been constructed pursuant to the design plans, specifications and approved change orders. Final payment to the City and obligation of maintenance responsibility to the parties shall be subject to the final acceptance of the Project by the County Public Works and Waste Management Director or their designee.

**1.10. Coordination with Miami-Dade County Public Schools:** Due to potential safety, operational and bus transportation impacts, the City shall coordinate with Miami-Dade County Public Schools staff to implement maintenance of traffic measures.

**2. RESPONSIBILITIES OF COUNTY:**

**2.1. Funding Amount, Reimbursement of Project Costs:** The County agrees to provide funds up to \$6,387,190.57 (this amount includes ten percent (10%) contingency) for eligible costs, as defined herein, incurred by the City for the design and construction of the Project. The County shall disburse to the City funds for the Project in the manner set forth in Section 4. The County shall incur no liability for any costs in excess of said funding amount unless there has been a duly authorized increase approved by the Citizens' Independent Transportation Trust and the Board of County Commissioners. The City shall not be obligated to commence work should the bid amount exceed the funding provided by the County. If the bid amount exceeds the funding amount, the City reserves its rights to reject all bids and re-bid the Project or, at the City's sole option, to reject all bids and cancel this Agreement without penalty or liability providing the County would then be relieved of its duties relative to funding this Project pursuant to this Agreement.

**2.2. County Payments of Project Costs:** The County funds provided for eligible costs as defined herein, incurred for the construction of the Project are specified below:

<u>Funding Amount</u>	<u>Funding Source</u>	<u>County Fiscal Year of Commitment</u>
\$6,387,190.57	Charter County Transportation Surtax Funds	2014-2015

**2.3. Project Cost Adjustments:** The amount contributed by the County is based on the current estimated costs of the Project. The parties recognize that adjustments to the above-referenced cost may be required in the future and that at the option of the parties, amendments may be entered into to revise the funds available for the Project. Provided that there is no increase in the amount of County funds required as stated in Section 2.1, or of City funding amounts approved for the Project, amendments may be executed by the City Manager and the County Mayor or County Mayor's designee without the need for approval by the City Commission, the Citizens' Independent Transportation Trust, and the County Commission. Otherwise, further funding commitments shall be subject to the approvals of the parties' respective governing boards.

**3. ELIGIBLE COSTS:** The parties agree that only the below identified costs that may be incurred by the City that are directly related to the Project are eligible for reimbursement, provided adequate documentation accompanies the reimbursement request in the form of approved invoices, verified payment requests, documented journal entries, and/or check vouchers. For purposes of this Agreement, eligible costs are further defined as those pertaining to the design and construction of Project elements that are the standard items normally provided for by the County in County roadway construction projects, and not the enhancement of standard items, or the incorporation of items which are in addition to those standard items. The

County shall not be assumed to be liable to provide reimbursement for the design and construction or maintenance of such items that do not conform to this section of the Agreement. If enhancements to standard items are constructed in this Project, the City may request County reimbursement only to a maximum amount corresponding to that which would be expended in providing the normal standard version of that item for a project of the same scope. The parties further agree that eligible costs will not include fees for construction management, construction inspections, and project management.

**4. SCHEDULE AND MANNER OF REIMBURSEMENTS:** Upon execution of the Agreement, the City shall furnish the County with a copy of the estimated budget for the Project, and will similarly furnish the County with any and all revisions thereto. At the time of contract award for this Project, the City shall submit the Estimated Quarterly Construction Payout Schedule for the Project to the County Public Works and Waste Management Director. Quarterly disbursement of County funds to the City shall be based upon City invoices with certified copies of paid contractor invoices attached and shall not include any other charges. The quarterly submittal for invoice shall also include a certified copy of payment to Sub-Contracted firms.

**5. COMPLIANCE WITH LAWS:** The parties shall comply with applicable federal, state and local laws, codes, ordinances, rules and regulations in performing their respective duties, responsibilities, and obligations pursuant to this Agreement and with all applicable laws relating to the Project. The parties shall not unlawfully discriminate in the performance of their respective duties under this Agreement.



6. **BUSINESS PROGRAM COMPLIANCE AND OVERSIGHT:** Whenever County funds are used, the City agrees to comply with applicable County regulations, including but not limited to, the Small Business Enterprise-Construction Services (SBE-Con) Program, Small Business Enterprise-Architecture/Engineering Services (SBE-A&E) Program, the Community Workforce Program (CWP), and the Responsible Wages and Benefits Ordinance (Ordinance No. 90-143). Specifically, the City agrees to abide by the applicable contract measure recommendation(s) established by the County's Internal Services Department (ISD), Small Business Development Division Project Worksheet for the participation of specified business entities and/or trades and for CWP requirements, as administered by the County's ISD. ISD shall have the right to oversee and perform compliance monitoring, including but not limited to, the right to audit and to require reports and documentation related to the Code.

7. **CITIZENS' INDEPENDENT TRANSPORTATION TRUST APPROVAL:** Unless waived by action of the County, this Agreement shall only become effective upon approval by the Citizens' Independent Transportation Trust and the Board of County Commissioners. In the event the Agreement is not approved, the Agreement shall be null and void and be of no force or effect.

8. **PEOPLE'S TRANSPORTATION PLAN PROJECT SIGNAGE:** The County shall furnish and install a Project sign in each direction of traffic indicating that this Project is being funded by the People's Transportation Plan, in coordination with the City, in proximity to the start/end of the Project limits. Should Maintenance of Traffic (MOT) signage be required as part of the work, the Project sign shall be placed an

appropriate distance before the MOT signage range. The Project signs shall remain in place for the duration of the work or as directed by the Project engineer.

**9. INDEMNIFICATION:** To the extent authorized by Florida law, the City hereby agrees to indemnify, defend, save and hold harmless the County to the extent of all the limitations included with Section 768.28, Florida Statutes, from all claims, demands, liabilities and suits of any nature whatsoever arising out of, because of or due to the breach of this Agreement by the City, its agents or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the County for its sole negligence or breach of contract.

To the extent authorized by Florida law, the County hereby agrees to indemnify, defend, save and hold harmless the City to the extent of all the limitations included in Section 768.28, Florida Statutes, from all claims, demands, liabilities and suits of any nature whatsoever arising out of, because of or due to the breach of this Agreement by the County, its agents or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the City for its sole negligence or breach of contract.

In the event of breach or non-performance by the persons selected by the City to perform the work, the City shall, upon written request by the County, assign to the County any and all of its rights under the affected contract for purposes of the County's prosecution of claims, actions or causes of action resulting from such breach or non-performance unless the City, at its option, pursues such claims, actions or causes of action through arbitration, administrative proceeding or lawsuit. The City agrees to cooperate fully with the County in the prosecution of any such

claim or action. Any damage recovered by the County which is attributable to an expenditure by the City shall be returned to the City by the County, within sixty (60) business days of receipt.

**10. DISPUTE RESOLUTION, APPLICABLE LAW:** The parties shall resolve any disputes, controversies or claims between them arising out of this Agreement in accordance with the "Florida Governmental Conflict Resolution Act", Chapter 164, Florida Statutes, as amended. This Agreement shall be governed by the laws of the State of Florida. Venue in any proceedings shall be in Miami-Dade County, Florida. Each party will bear its own attorney's fees.

**11. ENTIRE AGREEMENT, AMENDMENTS:** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms contained herein shall be effective unless set forth in writing in accordance with this section. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the parties.

**12. JOINT PREPARATION:** The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form

a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties from the other.

**13. SEVERANCE:** In the event a portion of this Agreement is found to be invalid by a court of competent jurisdiction, the remaining provisions shall continue to be effective unless the City or County elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) business days after the finding by the court becomes final.

**14. NOTICES:** Any and all notices required to be given under this agreement shall be

sent by first class mail, addressed as follows:

**To the County:**

Attention: Alina T. Hudak  
Deputy Mayor and Director  
Public Works and Waste Management Department  
Miami-Dade County  
111 NW First Street, 29<sup>th</sup> Floor  
Miami, Florida 33128  
(305) 375-2531

**To the City:**

Attention: Alice Bravo, P.E.  
Deputy City Manager/Chief of Infrastructure City of Miami  
444 SW Second Avenue  
Miami, Florida 33130  
(305) 416-1025

Attention: Mark Spanioli, P.E.  
Director, Capital Improvements Program  
City of Miami  
444 SW Second Avenue, 8<sup>th</sup> Floor  
Miami, Florida 33130  
(305) 416-1224

IN WITNESS WHEREOF, the parties hereto set their hands and official seals the day and year first above written,

ATTEST:  
HARVEY RUVIN  
CLERK OF THE BOARD

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

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
County Mayor or County Mayor's Designee

Approved by County Attorney  
as to form and legal sufficiency

\_\_\_\_\_  
County Attorney

ATTEST:

CITY OF MIAMI, a municipal  
corporation of the State of Florida

BY: \_\_\_\_\_  
Todd Hannon  
City Clerk

BY: \_\_\_\_\_  
Daniel J. Alfonso  
City Manager

(Affix City Seal)

Approved by City Attorney  
as to legal form and correctness:

\_\_\_\_\_  
Victoria Méndez  
City Attorney

Approved as to Insurance Requirements:

\_\_\_\_\_  
Ann-Marie Sharpe, Director  
Risk Management Department