

Date: October 6, 2021

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

From: Alfredo E. Munoz, P.E., Chief
Capital Improvements Division
Department of Transportation and Public Works

Subject: Notice of Construction Project:
Project No. CMJPA-2021.01
Joint Participation Agreement (JPA) between Miami-Dade County and the City of Miami for Commodore Trail Revitalization – Phase 1
MASTER PLAN

RECOMMENDATION

The Department of Transportation and Public Works (DTPW) Capital Improvements staff completed the review of the subject JPA for Master Plan services and recommends that the Internal Service Department's Small Business Development Division (SBD) review and approve the attached Small Business Enterprise - Architecture & Engineering (SBE-AE) subconsultant goal.

Scope of Work:

The scope of work related to the Commodore Trail is comprised of two phases. Phase 1 is to prepare a master plan and design guidelines for the Commodore Trail in collaboration with the County. The master plan shall be consistent with the County's right-of-way and trail policies and design standards. Phase 2 is construction of portions of the Trail, per the master plan, as funds become available.

Engineer Project Base Cost Estimate
(including Contingency): \$476,588.87

SBE A/E Measure: 19.60%

BACKGROUND

This JPA between Miami-Dade County and the City of Miami (City) will provide rehabilitation to the Commodore Trail. Phase 1 of the JPA includes the performance of the master plan and establishes the design guidelines. Phase 2 of the JPA includes the construction portion of the project.

The City shall procure the services of a consultant to perform the master plan of the project. The City shall also comply with all applicable County contract compliance and oversight measures relating to the expenditure of County funds in accordance with Section 6 of the attached JPA.

Prior to the award, the City will contact the Department of Transportation and Public Work's (DTPW) Capital Improvements Section to confirm compliance.

If any additional information is required you may contact me at (305) 375-2097, or Roxana Bayarre at (305) 375-3267.

AM/rb


Attachments (3)

C: Roxana Bayarre, P.E., DTPW
Rolando Jimenez, P.E., DTPW
Licet Izquierdo, DTPW
Laurie Johnson, ISD
File

Javier Heredia, P.E., DTPW
Leandro Ona, P.E., DTPW
Octavio Marin, P.E., DTPW
Jhonnatan Escalante, ISD

MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS
CONTRACT / PROJECT MEASURE ANALYSIS AND RECOMMENDATION

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

From: Alfredo E. Munoz, P.E., Chief 
Capital Improvements Division
Department of Transportation and Public Works

Date: Wednesday, October 6, 2021

CONTRACT INFORMATION

DTPW Project No.: CMJPA-2021.01

Project Title: Joint Participation Agreement (JPA) between Miami-Dade County and the City of Miami for Commodore Trail Revitalization – Phase 1

Re-submittal: No

Estimated Project Base Cost (Including Contingency): \$476,588.87

Funding Source: People's Transportation Plan (PTP)

PROJECT INFORMATION

Scope of Work

The scope of work related to the Commodore Trail is comprised of two phases. Phase 1 is to prepare a master plan and design guidelines for the Commodore Trail in collaboration with the County. The master plan shall be consistent with the County's right-of-way and trail policies and design standards. Phase 2 is construction of portions of the Trail, per the master plan, as funds become available.

Background

This JPA between Miami-Dade County and the City of Miami (City) will provide rehabilitation to the Commodore Trail. Phase 1 of the JPA includes the performance of the master plan and establishes the design guidelines. Phase 2 of the JPA includes the construction portion of the project.

The City shall procure the services of a consultant to perform the master plan of the project. The City shall also comply with all applicable County contract compliance and oversight

Project No.: CMJPA-2021.01
Project Title: Commodore Trail Revitalization – Phase 1

MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS
CONTRACT / PROJECT MEASURE ANALYSIS AND RECOMMENDATION

measures relating to the expenditure of County funds in accordance with Section 6 of the attached JPA.

A/E Consultant Selection: Technical Certification Categories:



RECOMMENDATION

SBE A/E Measure: 19.60%

Reason for Recommendation: Based on the review of the scope of work for the subject project and the analysis of categories contained, Department of Transportation and Public Works recommends a 19.60% SBE A/E subconsultant goal.

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MIAMI
AND MIAMI-DADE COUNTY**

This AGREEMENT made and entered into this 3rd day of Nov 2020, 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". City and County collectively referred to herein as "Parties."

WITNESSETH

WHEREAS, both parties herein wish to facilitate the development of the master plan and the construction of the portion of the Commodore Trail within the City of Miami, in Miami-Dade County, hereinafter referred to as the "Project" described in more detail in the Exhibit A, "Scope of Work", attached and incorporated herein by reference; and

WHEREAS, the City wishes to utilize the funding resources of the County to develop and construct the Project, subject to the terms and conditions of this Agreement; and

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

1. **RECITALS**: The recitals are true and correct and are incorporated herein by this reference to form a part of this Agreement.
2. **EFFECTIVE DATE**: This Agreement shall become effective on the effective date of the resolution of the Board of County Commissioners approving this Agreement.

3. FUNDING AMOUNT, REIMBURSEMENT OF PROJECT COSTS, ELIGIBLE COSTS:

3.a.1. The Project's current estimated cost is \$2,145,000 (this amount includes a \$152,000 construction contingency). The County agrees that, on a reimbursement basis in accordance with the terms of this Agreement, it shall provide funding in the amount not to exceed ONE MILLION THREE HUNDRED THOUSAND DOLLARS (\$1,300,000.00) in District 7 Neighborhood Improvements People's Transportation Plan Charter County Transportation Surtax Funds for the development and construction of the Project. The County shall incur no liability for any costs in excess of the funding amount provided for herein unless there has been a duly authorized increase which is expressly approved by a duly adopted Resolution of the Board of County Commission.

3.a.2. The City must utilize these funds for payment towards the costs of design, preparation of a master plan, and construction of the Project. The City shall provide the County its request for the County to reimburse the City for eligible Project costs in accordance with the terms of this Agreement. The reimbursement request shall provide adequate documentation in the form of approved invoices, verified payment requests, documented journal entries, and/or check vouchers.

3.a.3. For purposes of this Agreement, eligible costs are further defined as those pertaining to the development of the master plan for the Project and construction of Project as described in Exhibit A, Scope of Work, and that are

the standard items normally provided for by the County in County greenways and trail projects, and applicable roadway improvement 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 construction of such items that do not conform to this Agreement. If enhancements to standard items are constructed in this Project, the City shall be solely responsible for the costs associated with those elements. The Parties further agree that eligible costs will not include fees for construction management, construction inspections, and project management, or similar costs or expenses.

3.a.4. In the event that the contract for the development of the master plan for the Project is not executed by January 1, 2022, then this Agreement shall terminate and the County shall not be obligated to disburse any funds to the City.

4. RESPONSIBILITIES OF CITY:

- a. **Design:** The City will secure at its sole expense a qualified firm to provide engineering design and consulting services to develop the master plan, construction plans, technical specifications, special provisions, pay items and cost estimates for the Project in accordance with standard Florida Department of Transportation, County, and City, as applicable, design criteria, to the satisfaction of the Director of the County Department of Transportation and Public Works or its successor department (hereinafter "DTPW").
- b. **Permits and Approvals:** The City shall obtain all necessary permits and utility

adjustments for the Project in accordance with applicable federal, state, and local laws, ordinances, and regulations. The City shall 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.

- c. **Construction:** The City shall procure the services of a licensed contractor holding an engineering contractor's license to construct the Project. The City may award the construction 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, and include such requirements in all solicitations. Prior to the advertisement to solicit a licensed contractor to construct the Project, the City shall forward to the County DTPW Capital Improvements Division all necessary documentation to review for the application of Small Business Enterprise (SBE) measures, Wage and Workforce requirements. In turn DTPW, will obtain concurrence from SBD.

The construction 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 construction 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 DTPW 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 bids or 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 DTPW Director for review and approval. SBD shall also be required to conduct a Pre-award Compliance review to determine the bidders' compliance with the SBE measures prior to the City awarding the contract. Final commitment of County funds for the Project shall occur upon approval of the contract award recommendation by the County DTPW Director.

The County agrees that the selection, retention and discharge of such contractor shall be the responsibility of the City.

- d. **Claims and Change Orders:** The City shall notify the County DTPW 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. SBD shall also be notified of any change orders to evaluate the applicability of SBE measures.

- e. **Accounting:** The City shall at all times maintain a 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. Those records shall be made available to the County for inspection within five (5) business days upon receipt of a written request from the County.
- f. **Publicity:** By the acceptance of these funds, the City agrees to 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 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 provided a funding source for the Project.
- g. **Public Information and Involvement:** Projects that exceed \$1,000,000.00 in construction costs shall comply with the process and guidelines for the preparation and implementation of a Public Involvement Plan (PIP) as established by Miami-Dade

County Implementing Order 10-13. As may be applicable, the City shall implement a PIP during the 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. If applicable, the City shall submit a copy of the PIP to the Director of DTPW for review and concurrence prior to its implementation.

- h. **Maintenance**: This Agreement does not transfer any maintenance responsibilities pertaining to the Commodore Trail that existed prior to the Effective Date of this Agreement.
- i. **Nondiscrimination**: During the performance of this Agreement, the City agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training. By entering into this Agreement, the City attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami- Dade County

Resolution No. R-385-95. If the City or any owner, subsidiary or other firm affiliated with or related to the City is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Agreement void. This Agreement shall be void if the City submits a false affidavit pursuant to this Resolution or the City violates the Act or the Resolution during the term of this Agreement, even if the City was not in violation at the time it submitted its affidavit. The provisions of this section shall be included in any agreement between the City and any consultant and/or contractor performing work on this Project.

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 and regulations relating to the Project. The Parties shall not unlawfully discriminate in the performance of their respective duties under this Agreement

6. **SMALL BUSINESS, WAGE, AND WORKFORCE PROGRAMS 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 (SBE) Goods Program, the SBE Services Program, the SBE Architecture and Engineering Program, the SBE Construction Services Program, the Community Workforce Program (CWP), the Resident First Training and Employment Program (RFTE), and the Responsible Wages and Benefits Ordinance, Section 2-11.16 of the County Code. The program provisions are available at: <https://www.miamidade.gov/smallbusiness/business-development-legislation.asp>.
Specifically, the City agrees to abide by the applicable contract measure

recommendation(s) established by the County's SBD Division Project Worksheet for the participation of specified business entities and/or trades and for Wage and Workforce requirements, as administered by SBD. The County's web-based Business Management Workforce System (BMWS) shall be utilized to comply with SBE, wage, and workforce programs and Subcontractor reporting requirements (<http://mdcsbd.gob2g.com>). SBD 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 Miami-Dade County Code and Implementing Orders. Failure to comply with the requirements of the executed Agreement by the City, the County will withhold payment in the amount equivalent to the fines which will be assessed against a private contractor.

7. **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.
8. **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.

9. **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, Florida. Each Party will bear its own attorney's fees and costs.

10. **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. The City Manager, or his or her designee, shall act for City hereunder. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations and the certifications hereunder have been duly authorized and that the Agreement is valid and legal agreement binding on such party and enforceable in accordance with its terms.

11. FORCE MAJEURE: The failure of any party to comply with its obligations hereunder shall be excused to the extent such party's performance has been rendered impossible as a result of: an act of God, strike, labor dispute, war, fire, earthquake, epidemic, pandemic, riots, act of public enemies, acts or threats of terrorism, action of federal, state or local governmental authorities or for any other reason beyond the reasonable control of the party claiming protection by reason of such force majeure event ("Force Majeure Event"). The party claiming protection by reason of such Force Majeure Event shall give written notice to the other party as soon as practicable but no later than five (5) business days after the date the Force Majeure Event occurred.

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 notice, consent or other communication required to be given under this Agreement shall be in writing, and shall be considered given when delivered in person or sent by facsimile or electronic mail (provided that any notice sent by facsimile or electronic mail shall simultaneously be sent personal delivery, overnight courier or certified mail as provided herein), one (1) business day after being sent by reputable overnight carrier or three (3) business days after being mailed by certified mail, return receipt requested, to the parties at the addresses set forth below (or at such other address as a party may specify by notice given pursuant to this Section to the other party)::

To the County:

Attention: Department of Transportation and Public Works
c/o Director
Miami-Dade County
701 NW 1 Court, Suite 1700
Miami, Florida 33136
(786) 469-5406

To the City:

Attention: Office of Capital Improvements
c/o Director
City of Miami
444 SW Second Avenue
Miami, Florida 33130
(305) 416-1025

With a copy to:

Office of the City Attorney
c/o City Attorney
City of Miami
444 SW 2nd Avenue, 9th Floor
Miami, FL 33130
(305) 416-1800

15. COUNTERPARTS; ELECTRONIC SIGNATURES: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile, .pdf and other electronic signatures to this Agreement shall have the same effect as original signatures.

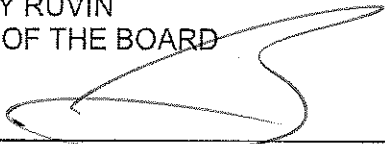
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IN WITNESS WHEREOF, the Parties hereto set their hands and official seals the day and year first above written.

ATTEST:

HARVEY RUVIN
CLERK OF THE BOARD

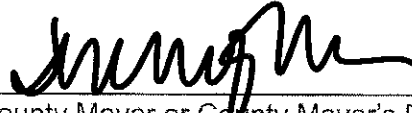
BY:



Deputy Clerk

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

BY:

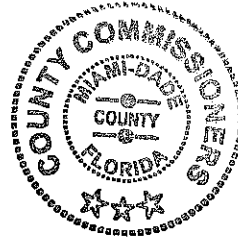


County Mayor or County Mayor's Designee

Approved by County Attorney
as to form and legal sufficiency:



Annery Pulgar Alfonso
Assistant County Attorney



ATTEST:

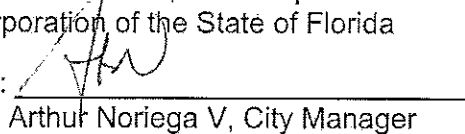
BY:



Todd Hannah, City Clerk

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

BY:



Arthur Noriega V, City Manager

(Affix City Seal)

Approved by City Attorney
as to legal form and correctness:



Digitally signed by Min, Barnaby
Date: 2020.09.24 10:45:47
+04'00'

Victoria Méndez, City Attorney

Approved as to
Insurance Requirements:

TM2 for

Ann Marie Sharpe
Director, Risk Management

Exhibit A

Scope of Work

The scope of work related to the Commodore Trail is comprised of two phases. Phase 1 is to prepare a master plan and design guidelines for the Commodore Trail in collaboration with the County. The master plan shall be consistent with the County's right-of-way and trail policies and design standards. Phase 2 is construction of portions of the Trail, per the master plan, as funds become available.