

**Date:** March 22, 2016

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

**From:** Alejandro Martinez-Esteve, RA, LEED AP  
Manager, Capital Improvements Section  
Transportation and Public Works Department

**Subject:** Notice of Construction Project:  
Project No. 20160025  
Joint Participation Agreement (JPA) between  
Miami-Dade County and the City of Medley for  
Roadway Improvement Project along NW 89  
Avenue from NW 93 Street to NW 95 Street and  
NW 93 Street from NW 89 Avenue to NW 87  
Avenue  
**CONSTRUCTION**

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**RECOMMENDATION**

The Department'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 - Construction (SBE-CONST) Subcontractor goal. Attached is the Project Measure Analysis and Recommendation along with other supporting documentation.

Scope of Work:	Roadway improvements to improve connectivity in the area and provide a safer access for area businesses.
Engineer Construction Base Cost Estimate:	\$1,903,520.37 (JPA provides \$1,000,000)
SBE-CONST Measure:	12.8%
CWP Goal:	As applicable

**BACKGROUND**

This JPA between Miami-Dade County and the City of Medley (the City) will facilitate a road improvement project in Miami-Dade County. Work under this Contract will include the following: Furnishing all supervision, labor, materials, equipment, tools and performing all operations necessary for road improvements including street capacity improvements, drainage improvements, major stormwater improvements, and street restoration and resurfacing.

The City shall procure the services of a licensed contractor holding an engineering contractor's license to construct 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 advertisement to solicit a licensed contractor to construct the Project, the City will contact the Department of Transportation and Public Work's (DTPW) Capital Improvements Section to confirm compliance.

If any additional information is needed, please call me at (305) 375-2093, or James Ferreira at (305) 375-3267.

AM/jf

Attachments (2)

C: Laurie Johnson, ISD/SBD  
Alice Hidalgo-Gato, ISD/SBD  
Javier Heredia, P.E., DTPW  
Rolando Jimenez, Jr., P.E., DTPW  
Alfredo E. Muñoz, P.E., DTPW  
James P. Ferreira, P.E., DTPW  
Dianah Coakley, DTPW  
Bassam Moubayed, DTPW  
Tony Moreno, DTPW  
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 (SBD)  
Internal Services Department

**From:** Alejandro Martinez-Estevez, RA, LEED AP  
Manager, Capital Improvements Section  
Department of Transportation & Public Works (DTPW)

**Date:** Tuesday, March 22, 2016

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**CONTRACT INFORMATION**

**JPA No.:** 20160025

**JPA Title:** JPA between Miami-Dade County and the City of Medley for Roadway Improvements along NW 89 Avenue from NW 93 Street to NW 95 Street and NW 93 Street from NW 89 Avenue to NW 87 Avenue

**Re-submittal:** No

**Standard Industrial Code (SIC) / North American Industry Classification Code (NAICS):** 1610 / 237310 - Construction – Highway, Street & Bridge Construction

**Estimated Project Base Cost:** \$1,903,520.37

**Funding Source:** Road Impact Fees

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

**PROJECT INFORMATION**

**Scope of Work**

- A. Work under this Contract includes furnishing of all supervision, labor, materials, tools, equipment and performing all operations required to construct roadway improvements to improve connectivity in the area and provide a safer access for area businesses. Work includes street capacity improvements, drainage improvements, major stormwater improvements, and street restoration and resurfacing.

**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 DTPW 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.

County Road Construction Projects – no permits issued to sub-contractors. Except work related to Traffic Signalization, School Flashing Signals, Internally Illuminated Street Name Sign (IISNS), Street lighting, and Traffic Signal Loops which will require a separate permit issued to an Electrical Contractor to perform such work.

Roadway Lighting:

Miami-Dade County Contractor's Certificate of Competency for the Sub-Contractor is required in one of the following categories: Electrical or other categories as applicable to Chapter 10 of Miami-Dade County Code.

Roadway Lighting Contractor Licenses, Certifications, and General Regulations

**General:**

Contractor must have the following license(s)/certification(s) and must abide by the general requirements as set forth by DTPW to be qualified to perform Roadway Lighting Constructions/repairs, and/or maintenance activities in the County.

**Contractor License:**

1. Miami-Dade County Master Electrical Contractor License; or
2. State of Florida Certified Electrical Contractor License

In addition to the above license(s), any Contractor who is engaged in installing, modifying, repairing, or maintaining the Roadway Street Light System in the County shall have all work performed under the supervision of an individual possessing a Certificate of Competency as a Master Electrician.

This individual must be on the job site or able to respond within four (4) hours of notification of any problem or emergency which may arise.

**Roadway Lighting Contractor Licenses, Certifications, and General Regulations**

**Employee License(s), Certifications, and Requirements:**

A Journeyman Electrician shall be present on the job site (each location) to supervise at all times the work in progress.

All Contractor employees engaged in working within the Public Right-of-Way shall possess an approved and valid FDOT Maintenance of Traffic (MOT) certification. Additionally, all persons performing flagging operations shall have, as a minimum, an approved and valid FDOT Flagging certification. The Contractor shall sign an affidavit with DTPW affirming that the Contractor and their employees have the proper and valid licenses and certification on each contract (County, State, Private or other Government Agency), prior to start of work. As needs occur, due to license(s) and certification(s) expiration and/or changes in personnel, the Contractor is required to submit the new documents to DTPW immediately.

**Traffic Signalization:**

Miami-Dade County Contractor's Certificate of Competency for the Sub-Contractor is required in one of the following categories: Electrical Contractor or Specialty Electrical Contractor, or other categories as applicable to Chapter 10 of the Miami-Dade County Code.

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

Permits that are issued by DTPW 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.

## TRAFFIC SIGNAL CONTRACTOR LICENSES, CERTIFICATIONS and GENERAL REGULATIONS

### GENERAL:

Every Traffic Signal Contractor must have the following license(s), certifications, and must abide by the general requirements as set forth by DTPW to be qualified to perform traffic signal installations, repairs, and/or maintenance activities in the County on any traffic signalization and/or flasher installation:

### CONTRACTOR LICENSE:

1. Miami-Dade County Master Electrical Contractor License; or
2. State of Florida Certified Electrical Contractor License; or
3. Miami-Dade County Electrical Utility Contractor License; or
4. State of Florida Electrical Utility Contractor License

### EMPLOYEE LICENSE(S), CERTIFICATIONS and REQUIREMENTS:

In addition to the above license(s), any Traffic Signal Contractor who is engaged in installing, modifying, repairing, or maintaining traffic signalizations in the County shall have all work performed under the supervision of an individual possessing a Certificate of Competency as a Master Electrician, and a technician certified by the International Municipal Signal Association (IMSA) as a Traffic Signal Technician Level II.

Either individual must be on the job site or able to respond within four (4) hours of notification of any problem or emergency which may arise.

A Journeyman Electrician or a technician certified by the IMSA as a Traffic Signal Technician Level I shall be present on the job site (each location) to supervise at all times the traffic signalization work in progress.

All Traffic Signal Contractor employees engaged in working within the Public Right-of-Way shall possess an approved and valid FDOT MOT certification. Additionally, all persons performing Flagging operations shall have, as a minimum, an approved and valid FDOT Flagging certification.

The Traffic Signal Contractor shall provide the DTPW Traffic Signal and Signs Division (TS&S), 7100 NW 36 Street, Miami, FL 33166, a copy of all of the above licenses and certifications for their company and employees, including a list of their employees who they are planning on using on each project.

The Contractor shall sign an affidavit with DTPW affirming that the Contractor and their employees have the proper and valid licenses and certification on each contract (County, State, Private or other Government Agency), prior to start of work.

The Contractor shall not be required to resubmit copies of licenses and certifications once submitted to DTPW as long as they remain valid. As needs occur, due to license(s) and certification(s) expiration and/or changes in personnel, the Contractor is required to submit the new documents to DTPW immediately. All Traffic Signal Contractor employees working within the Public Right-of-Way shall have in their possession a wallet size card or a photocopy of their certification(s) or license(s), at all times. Failure to provide said document(s) shall be cause for removal of employee(s) from the work site, issuance of citation(s) and/or shutdown of work by the County.

### **Pavement Markings and Signage**

The work under pavement markings and signage (Thermoplastic traffic stripes and markings) consists of placing traffic stripes and markings using a material of the type that is extruded onto the pavement surface in a molten state by mechanical means, with surface application of glass spheres. Upon cooling to normal pavement temperature these materials shall produce an adherent reflectorized pavement marking of specified thickness and width, and be capable of resisting deformation by traffic.

### **RECOMMENDATION**

**DTPW Areas for Possible Measures:** Concrete, Landscaping & Pavement Marking and Signage

**DTPW Areas recommended for CSBE Subcontractor Goal:** Concrete, Landscaping & Pavement Marking and Signage

#### **Contract Measure Recommendation:**

- No Measure
- Set-Aside:
  - Level I
  - Level II
  - Level III
- Trade Set-Aside(s):
- Aggregate Set-Aside
- SBE-CONST Subcontractor Goal: 12.8%
- 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.

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

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

**OPINION OF PROBABLE COST (60% SUBMITTAL - MDC PWWM Comments)**  
**Town of Medley**  
**NW 89th Avenue, NW 93rd Street and NW 95th Street**

ITEM NUMBER	DESCRIPTION	UNIT	QTY.	UNIT PRICE*	TOTAL COST
<b>ROADWAY / DRAINAGE / SIGNIGN &amp; MARKING PAY ITEMS</b>					
110-1-1	CLEARING AND GRUBBING	AC	4	\$ 33,176.84	\$ 134,366.20
120-1	REGULAR EXCAVATION	CY	1,550	\$ 6.13	\$ 9,501.50
120-6	EMBANKMENT	CY	1,550	\$ 6.58	\$ 10,199.00
160-4	TYPE B STABILIZATION	SY	10,700	\$ 1.95	\$ 20,865.00
210-1-1	REWORKING LIMEROCK BASE, 3"	SY	4,460	\$ 0.20	\$ 892.00
285-7-06	OPTIONAL BASE GROUP 6	SY	9,300	\$ 15.00	\$ 139,500.00
327-70-4	MILLING EXIST APH, 3" AVG. DEPTH	SY	4,500	\$ 2.90	\$ 13,050.00
334-1-23	SUPERPAVE ASPH CONC, TRAFFIC C, PG 76-22 PMA	TN	1,800	\$ 100.78	\$ 181,404.00
337-7-43	ASPH CONC FRICTION COURSE, TRAFFIC C, FC-12.5, PG 76-22 PMA	TN	1,140	\$ 96.93	\$ 110,500.20
400-0-11	CONC CLASS NS, GRAVITY WALL	CY	375	\$ 594.54	\$ 222,952.50
425-1-351	INLETS, CURB, TYPE P-5, <10'	EA	14	\$ 4,393.60	\$ 61,510.40
425-1-361	INLETS, CURB, TYPE P-6, <10'	EA	13	\$ 5,037.02	\$ 65,481.26
425-1-365	INLETS, CURB, TYPE P-6, PARTIAL	EA	2	\$ 3,628.80	\$ 7,257.60
425-2-41	MANHOLES, P-7, <10'	EA	3	\$ 3,473.10	\$ 10,419.30
425-2-42	MANHOLES, J-7, <10'	EA	3	\$ 8,800.00	\$ 26,400.00
425-3-43	JUNCTION BOX, DRAINAGE, P-7, PARTIAL	EA	2	\$ 3,124.01	\$ 6,248.02
425-5	MANHOLE, ADJUST	EA	14	\$ 396.13	\$ 5,545.82
426-6	VALVE BOXES, ADJUST	EA	19	\$ 269.41	\$ 5,118.79
430-830	PIPE FILLING AND PLUGGING	CY	10	\$ 231.79	\$ 2,317.90
430-175-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD	LF	1,900	\$ 89.13	\$ 169,347.00
430-175-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" S/CD	LF	314	\$ 98.78	\$ 31,016.92
443-70-4	FRENCH DRAIN, 24"	LF	1,300	\$ 157.18	\$ 204,334.00
515-1-2	PIPE HANDRAIL - GUIDERAIL, ALUMINUM	LF	1,520	\$ 33.67	\$ 51,178.40
520-1-10	CONCRETE CURB AND GUTTER, TYPE F	LF	6,700	\$ 23.05	\$ 154,435.00
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	750	\$ 40.54	\$ 30,405.00
522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	520	\$ 46.06	\$ 23,951.20
527-2	DETECTABLE WARNINGS	SF	40	\$ 29.78	\$ 1,191.20
550-10-221	FENCING, TYPE B, 5.1'-6.0', W/ BARB ATTACHMENT	LF	1,150	\$ 79.50	\$ 91,425.00
550-10-929	FENCING, SPECIAL TYP. 5.1'-6.0'	LF	270	\$ 36.00	\$ 9,720.00
550-60-233	FENCE GATE TYP B, DOUBLE, 12.1'-18.0' OPENING	EA	1	\$ 1,280.00	\$ 1,280.00
550-60-224	FENCE GATE, TYP B, DOUBLE 18.1'-20.0' OPENING	EA	1	\$ 1,134.62	\$ 1,134.62
550-60-234	FENCE GATE, TYP B, SLIDE/CANT, 18.1'-20.0' OPENING	EA	2	\$ 1,956.83	\$ 3,913.66
550-60-236	FENCE GATE, TYP B, SLIDE/CANT, 24.1'-30.0' OPENING	EA	5	\$ 2,788.57	\$ 13,942.85
570-1-2	PERFORMANCE TURF, SOD	SY	4,500	\$ 3.37	\$ 15,165.00
1644-80-00	FIRE HYDRANT, RELOCATE	EA	9	\$ 2,574.34	\$ 23,169.06
700-1-11	SINGLE POST SIGN, F&I, LESS THAN 12 SF	AS	25	\$ 377.05	\$ 9,426.25
700-1-12	SINGLE POST SIGN, F&I, LESS THAN 12-20 SF	AS	8	\$ 1,037.55	\$ 8,300.40
700-1-60	SINGLE POST SIGN, REMOVE	AS	20	\$ 19.44	\$ 388.80
705-10-1	OBJECT MARKER, TYPE I	EA	6	\$ 189.64	\$ 1,137.84
706-3	RETRO-REFLECTIVE PAVEMENT MARKERS	EA	340	\$ 3.71	\$ 1,261.40
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	LF	77	\$ 2.00	\$ 154.00
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	LF	126	\$ 3.48	\$ 438.48
711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE	EA	1	\$ 112.11	\$ 112.11
711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	18	\$ 53.73	\$ 967.14
711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18"	LF	220	\$ 2.67	\$ 587.40
711-11-241	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDELINE, 6"	GM	0.110	\$ 1,288.36	\$ 141.72
711-14-160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA	31	\$ 235.00	\$ 7,285.00
711-16-111	THERMOPLASTIC, STANDARD, OTHER SURFACES, WHITE, SOLID, 6"	NM	1.620	\$ 4,472.28	\$ 7,245.09
711-16-211	THERMOPLASTIC, STANDARD, OTHER SURFACES, YELLOW, SOLID, 6"	NM	1.460	\$ 4,486.18	\$ 6,549.82
711-16-231	THERMOPLASTIC, STANDARD, OTHER SURFACES, YELLOW, SKIP, 6"	GM	0.300	\$ 1,288.36	\$ 386.51
<b>ROADWAY SUBTOTAL</b>					<b>\$ 1,903,520.37</b>
	CONTINGENCY	LS	10%	-	\$ 190,352.04
<b>ROADWAY TOTAL</b>					<b>\$ 2,093,872.40</b>
101-1	MOBILIZATION	LS	10%	-	\$ 190,352.04
102-1	MAINTENANCE OF TRAFFIC**	LS	10%	-	\$ 190,352.04
<b>GRAND TOTAL***</b>					<b>\$ 2,474,576.48</b>

\$ 208,791.20 10.0%

\$ 16,165.00 0.7%

\$ 44,381.96 2.1%

12.8%

\*Unit prices are per FDOT Item Average Unit for year 2014 using Area 13 (Miami-Dade County).

\*\*Pay Items 104-18 (Inlet Protection System), 107-1 (Litter Removal), and 107-2 (Mowing) are included in the pay item 102-2 (Maintenance of Traffic).

\*\*\*List of items not included in the Total Estimated Cost includes but is not limited to: Lighting, Landscaping, Utilities, R/W Costs, Permits, Engineering or CEI fees, factor for inflation.

Kimley-Horn and Associates, Inc. has no control over the cost of labor, materials, equipment, or services furnished by others, or over methods of determining price, or over competitive bidding or market conditions. Any and all professional opinions as to costs reflected herein, including but not limited to professional opinions as to the costs of construction materials, are made on the basis of professional experience and available data. Kimley-Horn and Associates, Inc. cannot and does not guarantee or warrant that proposals, bids, or actual costs will not vary from the professional opinions of costs shown herein.

**JOINT PARTICIPATION AGREEMENT  
BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF MEDLEY  
NW 89 AVENUE FROM NW 93 STREET TO NW 95 STREET AND  
NW 93 STREET FROM NW 89 AVENUE TO NW 87 AVENUE**

This AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the TOWN OF MEDLEY, FLORIDA, a municipal corporation of the STATE OF FLORIDA, hereinafter referred to as the "Town", 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:

The widening of NW 89 Avenue from NW 93 Street to NW 95 Street and NW 93 Street from NW 89 Avenue to NW 87 Avenue to a three (3) lane roadway; and

WHEREAS, the County wishes to utilize the resources of the Town to 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:

## **RESPONSIBILITIES OF TOWN:**

- 1.1. Design:** The Town shall complete at its sole expense, the construction plans, technical specifications, special provisions, pay items and cost estimates for the Project in accordance with standard Florida Department of Transportation, County, and/or Town, as applicable, design criteria, to the satisfaction of the County Department of Transportation and Public Works Director. The Town's design consultant shall be made available to County at the Town's expense solely to review shop drawings and perform required post-design services, limited to Project design.
- 1.2. Permits and Approvals:** The Town shall obtain all necessary permits, and utility adjustments; and coordinate the review of construction documents by utilities and permitting agencies. The Town shall make all necessary adjustments as required for approval and/or permitting by those agencies. The Town shall obtain all necessary permits, and utility adjustments for the Project in accordance with applicable state, federal and local laws and ordinances. The Town shall not pay for any permits required by the Miami-Dade County Department of Transportation and Public Works.
- 1.3. Right-of-Way:** The Town 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 Town 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 Town shall submit a copy of the PIP to the County Department of Transportation and Public Works Director for review and concurrence prior to its implementation.

Projects that exceed \$1,000,000.00 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 Town agrees that the Project elements funded by this Agreement shall recognize and adequately reference the County as a funding source. The Town 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 Town shall submit sample or mock up of such publicity or materials to the County for review and approval. The Town shall ensure that all media representatives, when inquiring about the activities funded by this Agreement, are informed that the County is its funding source.

- 1.6. **Accounting**: The Town 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 Town 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 ten (10) business days upon written receipt of a written request from the County.
- 1.7. **Construction**: The Town shall procure the services of a licensed contractor holding an engineering contractor's license to construct the Project. The Town may award the contract through any available lawful means, in accordance with Section 255.20, Florida Statutes, which in the Town'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 Town contract(s), or the extension of unit-prices provided in connection with prior competitive bid awards. Notwithstanding any provision to the contrary, the Town 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 Town shall contact the County Department of Transportation and Public Works Capital Improvements Section and provide all necessary documentation to ensure this compliance.

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 Town 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 Town. The commitment for the expenditures of any contingency funds shall not be made by the Town without the prior written approval of the County Department of Transportation and Public Works Director. The County shall respond, in writing, within thirty (30) business days of receiving written requests from the Town to approve the commitment of contingency funds.

Subsequent to the evaluation of bids or proposals by the Town and the Town's determination of the most advantageous bid or proposal, the Town shall provide said evaluation to the County Department of Transportation and Public Works 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 Department of Transportation and Public Works Director. The County agrees that the selection, retention and discharge of such contractor shall be the responsibility of the Town.

- 1.8. Claims and Change Orders:** The Town shall notify the County Department of Transportation and Public Works Director in writing when claims or change

orders arise. The Town 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 Town.

**1.9. Construction Administration and Inspection:** The Town shall exercise all responsibilities of the owner under the construction contract, including construction administration and inspections. The Town 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 Department of Transportation and Public Works Director shall have final authority subsequent to an independent final inspection by the County. The Town's designated representative and the County's designated representative shall jointly perform the inspection of the Project which immediately precedes substantial completion. The Town shall certify upon completion that the Project has been constructed pursuant to the design plans, specifications and approved change orders. Final payment to the Town and obligation of maintenance responsibility to the parties shall be subject to the final acceptance of the Project by the County Department of Transportation and Public Works Director.

**1.10. Maintenance:** The Town shall be solely responsible for maintenance upon completion of the Project.

1.11. **Coordination with Miami-Dade County Public Schools:** Due to potential safety, operational and bus transportation impacts, the Town 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 construction cost estimate for the Project is \$2,474,580.00 (this amount includes ten percent (10%) contingency). The County agrees to provide funds up to \$1,000,000.00 for eligible costs, as defined herein, incurred by the Town for the construction of the Project. The County shall disburse to the Town 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 Board of County Commissioners. The Town 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 Town reserves its rights to reject all bids and re-bid the Project.

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:

<b><u>Funding Amount</u></b>	<b><u>Funding Source</u></b>	<b><u>County Fiscal Year of Commitment</u></b>
\$1,000,000.00	Road Impact Fee District 1	2015-2016

**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, amendments may be executed by the Town Mayor and the County Mayor or County Mayor's designee without the need for approval by the Town Council and 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 Town 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 construction of Project elements that are the standard items normally provided for by the County in County road 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 design, 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 Town 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 Town 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 Town shall submit the Estimated Quarterly Construction Payout Schedule for the Project to the County Department of Transportation and Public Works Director. Quarterly disbursement of County funds to the Town shall be based upon Town invoices with certified copies of paid contractor invoices attached and shall not include any other charges. The quarterly submittal for invoices 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 Town agrees to comply with applicable County regulations, including but not limited to, the Small Business Enterprise Goods and Services Program, the Small Business Enterprise Architecture and Engineering Program, the

Small Business Enterprise Construction Services Program, the Community Workforce Program (CWP), and the Responsible Wages and Benefits Ordinance (Ordinance No. 90-143). Specifically, the Town 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. **PROJECT SIGNAGE**: The County shall furnish and install a Project sign in each direction of traffic indicating that this Project is being funded by Road Impact Fees, in coordination with the Town, 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 Town 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 Town, 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 Town 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 Town for its sole negligence or breach of contract.

In the event of breach or non-performance by the persons selected by the Town to perform the work, the Town 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 Town, at its option, pursues such claims, actions or causes of action through arbitration, administrative proceeding or lawsuit. The Town agrees to cooperate fully with the County in the prosecution of any such claim or action. Any damages recovered by the County which is attributable to an expenditure by the Town shall be returned to the Town by the County, within sixty (60) business days of receipt.

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.

**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.

**11. 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.

**12. 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 Town 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.

**13. 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: 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 Town:**

Attention: Roberto Martell, Mayor  
Town of Medley  
7777 NW 72 Avenue  
Medley, Florida 33166  
(305) 397-7361

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:

TOWN OF MEDLEY, a municipal  
corporation of the State of Florida

BY: \_\_\_\_\_  
Herlina Taboada  
Town Clerk

BY: \_\_\_\_\_  
Roberto Martell  
Mayor

(Affix Town Seal)

Approved by Town Attorney  
as to form and legal sufficiency \_\_\_\_\_  
Town Attorney