


Date: March 28, 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. 20160048
Joint Participation Agreement (JPA) between
Miami-Dade County and the City of Florida City
for Roadway Improvement Project along SW
344th Street from US-1 to SW 172nd Avenue
CONSTRUCTION



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 traffic access and flow on SW 344 th Street
Engineer Construction Base + Contingency	
Cost Estimate:	\$5,073,744.26 (JPA provides \$3,100,000)
SBE-CONST Measure:	6.7%
CWP Goal:	As applicable

BACKGROUND

This JPA between Miami-Dade County and the City of Florida City (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 culvert installation, widening SW 344th Street to three lanes in each direction, and adding one left turn lane at SW 344th Street and SW 172nd Avenue.

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
Fernando Mardones, 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: Monday, March 28, 2016

CONTRACT INFORMATION

JPA No.: 20160048

JPA Title: JPA between Miami-Dade County and the City of Florida City for Roadway Improvements along SW 344th Street from US-1 to SW 172nd Avenue

Re-submittal: No

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

Estimated Project Base + Contingency Cost: \$5,073,744.26

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 traffic access and flow on SW 344th Street. Work includes culvert installation, widening SW 344th Street to three lanes in each direction, and adding one left turn lane at SW 344th Street and SW 172nd Avenue.

JPA No.: 20160048
JPA Title: Roadway Improvement along SW 344th Street from US-1 to SW 172nd Avenue

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: 6.7%
- 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

FLORIDA CITY CANAL COST ESTIMATE-CULVERT/ROADWAY IMPROVEMENTS

ALTERNATIVES I & II: From US 1 to SW 172 Ave

Pay Item #	Pay Item	Unit	Q-ty	Unit Price	Sub-Total	Notes	
1	Mobilization	LS	1	\$ 155,000.00	\$ 155,000.00		
2	MOT	LS	1	\$ 60,000.00	\$ 60,000.00		
3	Demolition	LS	1	\$ 35,000.00	\$ 35,000.00	Asphalt, Sidewalks, Curb & gutter, Guardrails.	
4	Clearing and Grubbing	AC	1.2	\$ 27,366.50	\$ 32,040.67	Canal Banks	
5	Channel Excavation/Dredging	CY	12,593	\$ 24.73	\$ 311,364.44	Four Foot Dredging to remove mud and sediments. A Factor of 2.6 was applied to the Unit Price for Channel Excavation to account for dredging.	
6	Backfilling	CY	48,481	\$ 25.00	\$ 1,212,037.04		
7	Culvert Installed	LF	1,700	\$ 821.80	\$ 1,397,060.00	Unit Price taken from FDOT Item Average Unit Cost 2014. A factor of 1.4 was applied to the Unit Cost to account for the larger size of the culvert.	
8	Install Drainage Structure	EA	14.00	\$ 5,500.00	\$ 77,000.00	Unit Price From SW 1 St CRA with 1.25 Factor	
9	Construction of Exfiltration Trenches 15 foot deep and 24" diameter	LF	1,400.00	\$ 122.54	\$ 171,552.00	Estimated 100 LF of Exfiltration Trench per Catch Basin. Unit Price from SW 1 St CRA.	
10	Construct 6' Concrete Swk	SY	1,416.00	\$ 41.82	\$ 59,212.16	Average Unit Price From SW 1 St CRA with 1.1 Factor	1.2%
11	Construct 12' Concrete Swk	SY	2,491.00	\$ 41.82	\$ 104,164.90	Average Unit Price From SW 1 St CRA with 1.1 Factor	2.1%
12	Construct Type F C & G	LF	7,585.00	\$ 19.50	\$ 147,907.50		2.9%
13	Construct 12" Sub-Base	CY	2,760.33	\$ 20.00	\$ 55,206.67	Includes Intersection with SW 172 Ave	
14	Construct 8" Limerock Base	CY	2,249.78	\$ 27.50	\$ 61,868.89	Includes Intersection with SW 172 Ave & Outlet Mall/Includes the rework of the existing base where applicable.	
15	Construct 2" Asphalt Pavement	SY	20,098.00	\$ 16.75	\$ 336,541.01	Includes Intersection with SW 172 Ave and Outlet Mall and two Left Turn Lanes. Unit Price from SW 1 St CRA Average Unit Price.	
16	Milling & Resurfacing	SY	3,084.00	\$ 22.65	\$ 69,857.01	Includes Intersection with Outlet Mall & SW 172 Ave. Average Unit Price from SW 1 St CRA	
17	Landscape/Sodding	LS	1.00	\$ 16,000.00	\$ 16,000.00		0.3%
18	Utilities Adjustments	LS	1.00	\$ 12,500.00	\$ 12,500.00		
19	Signing and Pavement Markings	LS	1.00	\$ 10,500.00	\$ 10,500.00		0.2%
20	Lighting Improvements	LS	1.00	\$ 252,682.50	\$ 252,682.50	The Unit Price was calculated based on the Total Cost of the Electrical Work of the East Palm Dr Lighting Improvements x 1.5 Factor	
21	Modification of Signalization	LS	1.00	\$ 35,000.00	\$ 35,000.00		
22	Contingency	LS	1.00		\$ 461,249.48	10% of the above-listed items	
Total Construction Costs Alternatives I & II					\$ 5,073,744.26		6.7%

Notes:

1. This Cost Estimate was prepared based on the following concept:
 - a) Installation of a Culvert and widening of East Palm Drive to 3 Lanes in each direction.
 - b) Construction of one Left Turn Lane at the intersection with SW 172 Ave.

Engineering Budget

Engineering Design & Permitting/Bid Process	\$ 761,061.64	15% of the Construction Cost for Engineering Design/Permitting & Bid Process & 10% for Construction Management & Inspection Services
Construction Management & Observation	\$ 507,374.43	
Total Engineering Budget	\$ 1,268,436.07	
Total Budget Project Alternatives I & II	\$ 6,342,180.33	

**JOINT PARTICIPATION AGREEMENT
BETWEEN MIAMI-DADE COUNTY AND THE CITY OF FLORIDA CITY
SW 344 STREET FROM US-1 TO SW 172 AVENUE**

This AGREEMENT, made and entered into this _____ day of _____, 2016, by and between the CITY OF FLORIDA CITY, 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:

The construction of a roadway improvement project along SW 344 Street from US-1 to SW 172 Avenue; and

WHEREAS, the County wishes to utilize the resources of the City 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 CITY:

- 1.1. **Design:** The City 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 City, as applicable, design criteria, to the satisfaction of the County Department of Transportation and Public Works Director. The City's design consultant shall be made available to County at the City's expense solely to review shop drawings and perform required post-design services, limited to Project design.
- 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 Department of Transportation and Public Works.
- 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 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 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 its 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 ten (10) business days upon written receipt of a written request from the County.
- 1.7. **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 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 shall contact the County Department of Transportation and Public Works Capital Improvements Section and provide all necessary 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 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 Department of Transportation and Public Works 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 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 City.

- 1.8. Claims and Change Orders:** The City shall notify the County Department of Transportation and Public Works 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 construction 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 Department of Transportation and Public Works Director 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 Department of Transportation and Public Works Director.

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 construction cost estimate for the Project is \$5,073,744.26 (this amount includes ten percent (10%) contingency). The County agrees to provide funds up to \$3,100,000.00 for eligible costs, as defined herein, incurred by the City for the 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 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.

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>
\$3,100,000.00	Road Impact Fee District 6	2016-2017

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 City Mayor and the County Mayor or County Mayor's designee without the need for approval by the City 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 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 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 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 Department of Transportation and Public Works 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 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 City 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 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. **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 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.

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 damages 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.

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 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.

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 City:

Attention: Otis T. Wallace
Mayor, City of Florida City
404 West Palm Drive
Florida City, Florida 33034
(305) 247-8221

DRAFT

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 FLORIDA CITY, a municipal
corporation of the State of Florida

BY: _____
Jennifer A. Evelyn
City Clerk

BY: _____
Otis T. Wallace
Mayor

(Affix City Seal)

Approved by City Attorney
as to form and legal sufficiency _____

City Attorney