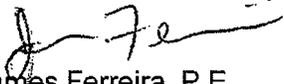


Date: September 16, 2013

To: Jack Osterholt, Director
Regulatory and Economic Resources
Small Business Development Division


From: James Ferreira, P.E.
Engineer 2
Public Works and Waste
Management Department

Subject: Notice of Construction Project:
Project No. CDJPA-2013.01
Joint Participation Agreement (JPA) between
Miami-Dade County and the City of Doral,
NW 97 Avenue from NW 70 Street to NW 74
Street
CONSTRUCTION

RECOMMENDATION

It is recommended that the Review Committee (RC) review and approve the attached Community Small Business Enterprise (CSBE) contract measure for Project No. CDJPA-2013.01, JPA between Miami-Dade County and the City of Doral, NW 97 Avenue from NW 70 Street to NW 74 Street. The Contracts and Specifications staff has evaluated the subject project and recommends a 17% or \$165,500.00 CSBE Subcontractor Goal, based on the project scope. The cost estimate is \$976,752.70. Additionally, staff has checked the availability of CSBE Subcontractors as per Ordinance 97-52 and has attached the PWWM Project Measure Analysis and Recommendation findings along with other supporting documents for your consideration. Additionally, according to Geocode, since this project is not located in a Designated Target Area (DTA), the Community Workforce Program (CWP) is not applicable.

BACKGROUND

This project is a JPA between Miami-Dade County and the City of Doral. Both parties wish to facilitate the construction of a road improvement project in Miami-Dade County. Work under this Contract shall include, but is not limited to the following: furnishing all supervision, labor, materials, equipment, tools and performing all operations necessary for the construction of a new four (4) lane roadway from NW 70 Street to NW 74 Street with storm drainage system, pavement markings, signing, roadway lighting, associated sidewalk work, and curb and gutter work.

The City of Doral shall procure the services of a licensed contractor holding an engineering contractor's license to construct the Project. The City of Doral shall also comply with all

Page 2
RC Action
CDJPA-2013.01

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 of Doral will contact PWWM's Contracts and Specifications Section to ensure their compliance.

If any additional information is needed, please call me at (305) 375-3267, or Frank Aira at (305) 375-2930.

JF/jf

Attachments (2)

C: Kelly Duncombe, RER
Laurie Johnson, RER
Vivian Walters, RER
Alice Hidalgo-Gato, RER
Myrtle Richards, RER
Bassam Moubayed, PWWM
Gaspar Miranda, PWWM
Leonardo Ona, PWWM
Javier Heredia, PWWM
Eric Steinberg, PWWM
Rolando Jimenez, PWWM
Raul Quintela, PWWM
Frank Aira, PWWM
File

**Miami-Dade County Public Works Department Input
Contract/Project Measure Analysis and Recommendation**

To: Jack Osterholt, Director
Regulatory and Economic Resources
Small Business Development Division

From: James Ferreira, P.E.
Engineer 2
Public Works and Waste Management Department

Date: Monday, September 16, 2013

Department: Public Works and Waste Management Department

Contract Type: Joint Participation Agreement (JPA)

JPA Project No.: CDJPA-2013.01

Re-submittal:

No

JPA Title:

JPA between Miami-Dade County and the City of Doral
NW 97 Avenue from NW 70 Street to NW 74 Street

Standard Industrial Code (SIC):

16-Highway and Street Construction

Estimated Project Cost:

\$976,752.70

Funding Source:

Road Impact Fee (RIF) District 1

Bonding Requirements: Bid Bond– 5% of Base Bid Amount
Performance Bond– 100% of Contract Award Amount

Method of Award: Line Item

**Miami-Dade County Public Works Department Input
Contract/Project Measure Analysis and Recommendation**

JPA No.: CDJPA-2013.01

JPA Title: JPA between Miami-Dade County and the City of Doral
NW 97 Avenue from NW 70 Street to NW 74 Street

Detailed Scope of Work:

This is a JPA for the construction of a roadway improvement project along NW 97 Avenue from NW 70 Street to NW 74 Street which includes the construction of a new four (4) lane roadway from NW 70 Street to NW 74 Street with storm drainage system, pavement markings, signing, roadway lighting, associated sidewalk work, and curb and gutter work.

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 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 Project's Scope of Work, in one or more engineering crafts to include paving engineering and concrete 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 Contract(s) On Hand. Acceptable FDOT prequalification(s) necessary to perform the work specified in the Project's Scope of Work shall include the Flexible Paving Work Class.

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

Permits that are issued by the Public Works & Waste Management Department, Miami-Dade County 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.**

**Miami-Dade County Public Works Department Input
Contract/Project Measure Analysis and Recommendation**

JPA No.: CDJPA-2013.01

JPA Title: JPA between Miami-Dade County and the City of Doral
NW 97 Avenue from NW 70 Street to NW 74 Street

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 Prime Contractor is required in one of the following categories: Electrical or other categories as applicable to Chapter 10 of the Code of Miami-Dade County.

Roadway Lighting Contractor Licenses, Certifications, and General Regulations

General:

Contractor must have the following license(s), certifications, and must abide by the general requirements as set forth by the Miami-Dade Public Works & Waste Management Department (PWWM) to be qualified to perform Roadway Lighting Constructions/repairs, and/or maintenance activities in Miami-Dade County, Florida.

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 Miami-Dade 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.

**Miami-Dade County Public Works Department Input
Contract/Project Measure Analysis and Recommendation**

JPA No.: CDJPA-2013.01

JPA Title: JPA between Miami-Dade County and the City of Doral
NW 97 Avenue from NW 70 Street to NW 74 Street

All Contractor employees engaged in working within the Public Right-of-Way shall possess an approved and valid Florida Department of Transportation (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 PWWM 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 need occurs, due to license(s) and certification(s) expiration and/or changes in personnel, the Contractor is required to submit the new documents to the Department immediately.

Traffic Signalization:

Miami-Dade County Contractor's Certificate of Competency for the Prime 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 Code of Miami-Dade County.

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

Permits that are issued by the Public Works & Waste Management Department, Miami-Dade County 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 the Miami-Dade Public Works & Waste Management Department (PWWM) to be qualified to perform traffic signal installations, repairs, and/or maintenance activities in Miami-Dade County, Florida on any traffic signalization and/or flasher installation:

CONTRACTOR LICENSE:

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

**Miami-Dade County Public Works Department Input
Contract/Project Measure Analysis and Recommendation**

JPA No.: CDJPA-2013.01

JPA Title: JPA between Miami-Dade County and the City of Doral
NW 97 Avenue from NW 70 Street to NW 74 Street

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 Miami-Dade 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 Florida Department of Transportation (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 Traffic Signal Contractor shall provide the Public Works & Waste Management Department, 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 PWWM 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 the Department as long as they are valid and still pertain. As need occurs, due to license(s) and certification(s) expiration and/or changes in personnel, the Contractor is required to submit the new documents to the Department 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 entire shutdown of work by the County.

**Miami-Dade County Public Works Department Input
Contract/Project Measure Analysis and Recommendation**

JPA No.: CDJPA-2013.01

JPA Title: JPA between Miami-Dade County and the City of Doral
NW 97 Avenue from NW 70 Street to NW 74 Street

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.

PWWM Areas for possible measures:

Clearing and Grubbing; Earthwork; Concrete Pavement; Drainage Structures and Pipes; Concrete; Traffic Stripes and Markings: Painted and/or Thermoplastic; and Electrical: Lighting.

PWWM Areas recommended for CSBE Subcontractor Goal:

Electrical: Lighting
Traffic Stripes & Markings: Painted and/or Thermoplastic

Contract Measure Recommendation:

- No Measure
- Set-Aside:
 - Level I
 - Level II
 - Level III
- Trade Set-Aside(s):
- Aggregate Set-Aside
- CSBE Subcontractor Goal: 17%**
 - **15% Electrical: Lighting**
 - **2% Traffic Stripes & Markings: Painted and/or Thermoplastic**
- CWP: Not Applicable; Work location does not appear to be in a Designated Target Area (DTA).
- DBE Subcontractor Goal

**Miami-Dade County Public Works Department Input
Contract/Project Measure Analysis and Recommendation**

JPA No.: CDJPA-2013.01

JPA Title: JPA between Miami-Dade County and the City of Doral
NW 97 Avenue from NW 70 Street to NW 74 Street

Reason for Recommendation:

This is a single trade project; none of the primary trade related work (Roadway Construction) can be subcontracted as per the JPA. Additionally, staff has met with the design engineer, construction project manager, and members of the industry and concluded that there is ancillary work required to complete this project which may be subcontracted. Ancillary work includes all categories listed under "Areas for possible measures." All areas to be subcontracted require special licenses and/or certifications. Also, some categories of work are highly specialized and require special, heavy machinery and/or equipment that are typically owned by the contractor.

CSBE Prime History of similar Contracts/Projects for previous three years: Not Applicable

Similar projects previously submitted for RC Action:

Not Applicable

Scope of Work History Summary – Subcontracting Opportunities:

Areas recommended for CSBE Goal (PWWW/SBD):

Pavement Marking and Electrical

Areas used to meet subcontractor goal (Awarded Contractor):

Not applicable

CSBE Contract Measure /Project No. /Amount achieved:

Not Applicable

**JOINT PARTICIPATION AGREEMENT
BETWEEN MIAMI-DADE COUNTY AND THE CITY OF DORAL
NW 97 AVENUE FROM NW 70 STREET TO NW 74 STREET**

This AGREEMENT, made and entered into this _____ day of _____, 2013, by and between the CITY OF DORAL, 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 NW 97 Avenue from NW 70 Street to NW 74 Street, which includes the construction of a new four (4) lane roadway with storm drainage system, pavement markings, signing, roadway lighting, and associated sidewalk, curb and gutter; 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. Permits and Approvals: The City shall obtain all necessary permits, and utility adjustments; and coordinate the review of construction documents by utilities and permitting agencies. The City shall make all necessary adjustments as required for approval and/or permitting by those agencies. The City shall obtain all necessary permits, and utility adjustments for the Project in accordance with applicable state, federal and local laws and ordinances. The City shall not pay for any permits required by the Miami-Dade County Public Works and Waste Management Department.

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

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

1.3. 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.

1.4. 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.

1.5. 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's Public Works and Waste Management Contracts and Specifications Section 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 by designated representatives of the County and City. The commitment for the expenditures of any contingency funds shall not be made by the City without the prior written approval of the County Public Works and Waste Management Director. The County shall respond, in writing, within thirty (30) business days of receiving written requests from the City to approve the commitment of contingency funds.

Subsequent to the evaluation of 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 Public Works and Waste Management

Director for review and approval. Final commitment of County funds for the Project shall occur upon approval of the contract award recommendation by the County Public Works and Waste Management Director. The County agrees that the selection, retention and discharge of such contractor shall be the responsibility of the City.

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

1.7. 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 Public Works and Waste Management Director or their designee shall have final authority subsequent to an independent final inspection by the County. The City's designated representative and the County's designated representative shall jointly perform the inspection of the Project which immediately precedes substantial completion. The City shall

certify upon completion that the Project has been constructed pursuant to the design plans, specifications and approved change orders. Final payment to the City and obligation of maintenance responsibility to the parties shall be subject to the final acceptance of the Project by the County Public Works and Waste Management Director or their designee.

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

2. RESPONSIBILITIES OF COUNTY:

- 2.1. Funding Amount, Reimbursement of Project Costs:** The County agrees to provide funds up to \$976,752.70 (this amount includes ten percent (10%) contingency) 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>
\$ 976,752.70	Road Impact Fee District 1	2014-2015

2.3. Project Cost Adjustments: The amount contributed by the County is based on the current estimated costs of the Project. The parties recognize that adjustments to the above-referenced cost, may be required in the future, and that at the option of the parties, amendments may be entered into to revise the funds available for the Project. Provided that there is no increase in the amount of County funds required as stated in Section 2.1, 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 Public Works and Waste Management Director. Quarterly disbursement of County funds to the City shall be based upon City invoices with certified copies of paid contractor invoices attached and shall not include any other charges. The quarterly submittal for 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 Community Small Business Enterprise (CSBE) Program, Community Business Enterprise (CBE) 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 Department of Regulatory and Economic Resources (RER) Project Worksheet for the participation of specified business entities and/or trades, and for CWP requirements, as administered by the County's RER. RER 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. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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: Public Works and Waste Management Department
c/o Director
Miami-Dade County
111 NW First Street, Suite 1640
Miami, Florida 33128
(305) 375-2960

To the City:

Attention: Jose Olivo Jr. P.E.
Director, Public Works
City of Doral
8401 NW 53 Terrace
Doral, Florida 33166
(305) 593-6740

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 DORAL, a municipal
corporation of the State of Florida

BY: _____
Barbara Herrera
City Clerk

BY: _____
Luigi Boria
Mayor

(Affix City Seal)

Approved by City Attorney
as to legal form and correctness

John Herin
City Attorney

**Construction Cost Estimate
NW 97th Avenue Improvements from NW 70 St to NW 74 St**

Probable Construction Cost Estimate-City of Doral 8/16/2013

Pay Item	Description (NW 97 Ave. from NW 70th St. - NW 74 St)	Unit	Quantity	Unit Price Numerical	Amount
1.0 General Items					
1.1	Mobilization	LS	1	\$35,000.00	\$35,000.00
1.2	Maintenance of Traffic	LS	1	\$3,000.00	\$3,000.00
1.3	Cleaning and Grubbing	LS	1	\$20,000.00	\$20,000.00
	SUBTOTAL				\$58,000.00
2.0 Roadway & Excavation Items					
2.1	Regular Excavation	CY	19676	\$5.50	\$108,218.00
2.2	Embankment (In-place)	CY	15740	\$9.00	\$141,660.00
2.3	12" Stabilized Subgrade	SY	11805	\$2.00	\$23,610.00
2.4	6" Limerock Base	SY	8611	\$9.00	\$77,499.00
2.5	Concrete Sidewalk	SY	50	\$25.00	\$1,250.00
2.6	Asphaltic Concrete Friction Course (FC-3)(2" Thick 110#/SY)	TN	861	\$100.00	\$86,100.00
	SUBTOTAL				\$438,337.00
3.0 Drainage Items					
3.1	Inlet (Curb)(Type P-5) <10'	EA	6	\$2,500.00	\$15,000.00
3.2	Inlet (Curb)(Type P-6) <10'	EA	6	\$2,700.00	\$16,200.00
3.3	Manhole (Type P-7), any Dim., Max. 15' Deep)	EA	2	\$2,000.00	\$4,000.00
3.4	Pipe Culvert - 18" Diameter	LF	720	\$36.00	\$25,920.00
3.5	Exfiltration Drain 24" Diameter	LF	1250	\$110.00	\$137,500.00
3.6	Concrete Curb & Gutter (Type F)	LF	2500	\$11.00	\$27,500.00
	SUBTOTAL				\$226,120.00
4.0 Signing & Marking Items					
4.1	Roadside Signs	EA	12	\$250.00	\$3,000.00
4.2	Reflective Pavement Markers (B:Directional) Yellow	EA	200	\$6.00	\$1,200.00
4.3	Skip Traffic Stripe (6" White)	LF	6250	\$0.70	\$4,375.00
4.4	Directional Arrows	EA	16	\$100.00	\$1,600.00
4.5	Solid Traffic Stripe 6" White	LF	2600	\$0.70	\$1,750.00
4.6	Solid Traffic Stripe 6" Yellow	LF	2500	\$0.70	\$1,750.00
4.7	Solid Traffic Stripe 12" White	LF	150	\$3.00	\$450.00
4.8	Solid Traffic Stripe 12" Yellow	LF	200	\$4.00	\$800.00
4.9	Solid Traffic Stripe 18" White	LF	100	\$4.00	\$400.00
4.10	Solid Traffic Stripe 24" White	LF	35	\$5.00	\$175.00
	SUBTOTAL				\$15,500.00
5.0 Miscellaneous Items					
5.1	Street Lighting	LS	1	\$150,000.00	\$150,000.00
5.2	Signalization Intersection NW 74 SWNW 97 Ave	LS	1	\$0.00	\$0.00
	SUBTOTAL				\$150,000.00
	10% Contingency	LS	0.1	\$887,957.00	\$88,795.70
	TOTAL				\$976,752.70
	Total Base Bid				\$976,752.70