


# Memorandum



**Date:** October 2, 2018  
**To:** Honorable Chairman Esteban L. Bovo, Jr.  
and Members, Board of County Commissioners

Agenda Item No. (8)(N)(8)

**From:** Carlos A. Gimenez  
Mayor 

**Subject:** Resolution Approving Recommendation for the Award of Phase 1 - The Underline "The Brickell Backyard", Contract No. CIP177-DTPW2017-CT1, to Central Pedrail, JV in the Amount of \$14,255,556

## Recommendation

This Recommendation for Award of Phase 1 - The Underline "The Brickell Backyard", Contract No. CIP177-DTPW2017-CT1, between Central Pedrail, JV and Miami-Dade County (County) in the total contract amount of \$14,255,556 has been prepared by the Department of Transportation and Public Works (DTPW) and is recommended for approval.

This contract award recommendation is placed for Committee review pursuant to County Code Section 29-124(f). This request may only be considered by the Board of County Commissioners (Board) if the Citizens' Independent Transportation Trust (CITT) has forwarded a recommendation to the Board prior to the date scheduled for Board consideration or 45 days have elapsed since the filing with the Clerk of the Board of this contract award recommendation. If the CITT has not forwarded a recommendation and 45 days have not elapsed since the filing of this award recommendation, I will request a withdrawal of this item.

## Delegated Authority

The authority of the County Mayor or County Mayor's designee to execute and implement this contract is consistent with those authorities granted under the County Code. No further delegation is necessary for this contract.

## Scope

**PROJECT NAME:** Phase 1 - The Underline "The Brickell Backyard"

**PROJECT NO:** CIP177

**CONTRACT NO:** CIP177-DTPW2017-CT1

## **PROJECT**

**DESCRIPTION:** Construction services are required for the implementation of Phase 1 of The Underline project. This segment falls between the Miami River and SW 13 Street and transverses three major Florida Department of Transportation (FDOT) intersections, which are SW 7 Street, SW 8 Street, and SW 13 Street. The project scope consists of the following components:

- A transportation component creating new dedicated pedestrian and bicycle trails; the modification and improvement of three signalized intersections and; the reconfiguration of bus bays and bus patron seating areas.

- The amenities component includes:
  - Landscaping, consisting of native vegetation which will provide relief from the large built-urban setting
  - Way finding signage
  - Lighting
  - A new gym area consisting of a flexible basketball court, gym equipment, and space for group classes and activities
  - A staging area for concerts, movies, yoga and other group activities
  - A dining area accessible to bus, trolley, Metromover and Metrorail patrons, as well as visitors and residents
  - A new game area consisting of fixed tables and chairs, providing spaces that engage and support community interaction
- The Soil remediation component which includes extensive drainage and deep injection wells, as well as removal and disposal of contaminated soil.

The construction of Phase 1 will improve local conditions and assist with first mile, last mile challenges to access of public transportation.

**PROJECT LOCATION:** 1001 SW 1 Avenue, Miami, FL 33130

**PRIMARY COMMISSION DISTRICT:** District 5 Eileen Higgins

<b>PROJECT SITES:</b>	<b><u>SITE #</u></b>	<b><u>LOCATION</u></b>	<b><u>DISTRICT</u></b>	<b><u>AMOUNT</u></b>
	S3000175	SW 7 Street, SW 8 Street, and SW 13 Street	5	\$14,255,556

**APPROVAL PATH:** Board of County Commissioners

**USING DEPARTMENT:** Department of Transportation and Public Works

**MANAGING DEPARTMENT:** Department of Transportation and Public Works

**Fiscal Impact/Funding Source**

<b>FUNDING SOURCES:</b>		
	City of Miami:	\$4,871,690
	Road Impact Fees:	\$5,439,866
	Florida Department of Transportation	\$3,944,000

**OPERATIONS COST  
 IMPACT/FUNDING:**

The County will reimburse The Underline Management Organization, Inc. a sum of up to \$5,000 in any twelve-month period for costs incurred by The Underline Management Organization, Inc. associated with background checks conducted pursuant to the Shannon Melendi Act. This payment will be made from DTPW's operating budget.

**MAINTENANCE COST  
 IMPACT/FUNDING:**

Maintenance of The Underline is the responsibility of The Underline Management Organization, Inc. per Board Resolution R-120-18. The estimated cost to the County, as stipulated in the Management Agreement between the County and The Underline Management Organization, Inc. is \$17,944.13 annually. Payments will be made from DTPW's operating budget allotted for current levels of expenditures associated with maintenance of bike paths.

**PTP FUNDING:** No

**GOB FUNDING:** No

**ARRA FUNDING:** No

**CAPITAL BUDGET  
 PROJECTS:**

<u>CAPITAL BUDGET PROJECT # - PROJECT NAME</u>	<u>AMOUNT</u>
THE UNDERLINE: 2000000133 Funding Year: Included in the FY 2018-19 Proposed Budget and Multi-Year Capital Plan (2017/2018 thru 2020/2021)	\$14,255,556

**SUSTAINABLE  
 BUILDINGS ORDINANCE:** N/A  
 (I.O NO. 8-8)

**TOTAL CONTRACT  
 PERIOD:** 548 Calendar Days

**IG FEE INCLUDED IN  
 BASE CONTRACT:** No

**ART IN PUBLIC PLACES:** No

**BASE ESTIMATE:** \$10,075,275  
**BASE CONTRACT  
 AMOUNT:** \$12,367,000

<b>CONTINGENCY    ALLOWANCE:</b>	<b>TYPE</b>	<b>PERCENT</b>	<b>AMOUNT</b>
	RENOVATION	10%	\$1,236,700

**DEDICATED AMOUNT  
FOR INTERSECTION  
IMPROVEMENTS:**

\$651,856

**ALTERNATES:**

Due to budgetary constraints, no alternates were exercised. Alternates considered were a Gym Structure, Bike Room and Custom Underline Bike Rack.

**TOTAL AMOUNT:**

\$14,255,556

**Track Record/Monitor**

**SBD HISTORY OF  
VIOLATIONS:**

This contract will be the first County project award to Central Pedrail, JV, a Joint Venture.

However, a thorough review was conducted of the firms that form the joint venture, Central Florida Equipment Rentals, Inc. and Pedrail Systems, LLC, and no violations were cited.

**EXPLANATION:**

This project was advertised on May 4, 2018. Two bids were received on June 20, 2018 from the following: Central Pedrail, JV - \$14,255,556; West Construction Inc. - \$14,819,823.

DTPW staff conducted an extensive review of the bids received. In addition to pricing, bids were reviewed based on the bidders' licensing, local, federal and state requirements, past experience, and ability to construct projects of similar size and scope, as described in the project's Summary of Work.

It was determined that Central Pedrail, JV was the lowest priced, responsive and responsible bidder with a bid submittal amount of \$14,255,556 (inclusive of a 10% percent Contingency Allowance Account for \$1,236,700 and a Dedicated Allowance Account for Intersection Improvements for \$651,856). Central Pedrail, JV, was approximately 21.48% percent over the engineer's estimate. Due to the uniqueness of the project's scope of work, there was limited pricing information available for similar projects solicited by the County.

In addition, higher market conditions and complexities in building the project include: (1) extensive level of underground utilities serving the Metromover and Metrorail Stations and lack of as-built documents directly contributing to a high level of cost due to hand excavation and the utilization of smaller excavation equipment; (2) a high level of transportation serviceability (bus stops) requiring their temporary relocation, signage, communication and coordination; (3) a high pedestrian and densely populated area, requiring an extensive maintenance of traffic and coordination with FDOT and the City of Miami for lane closures, installation of new signalization, addition of new crossings, and relocation of overhead utilities by the Florida Power and Light and; (4) extensive drainage and deep injection wells required to deal with contaminated soils, and the modification of existing grade conditions.

On July 11, 2018, Central Pedrail, JV met with DTPW staff and discussed their Schedule of Values for the total bid price and presented relevant experience and completed projects for each subcontractor, highlighting landscaping and civil projects similar to the project's scope of work. As part of the award process, DTPW staff reviewed business references of the two firms that form the joint venture. Central Florida Equipment Rentals Inc. cited over 40 years of experience in construction work similar to this project, and Pedrail Systems LLC cited over three years of experience in major roadway improvement and reconstruction projects throughout the County. The overall business references provided for the individual entities were deemed satisfactory.

In addition, although there are no evaluations listed in the Capital Improvements Information System's database for Central Pedrail, JV, there are 19 evaluations listed for Central Florida Equipment Rentals, Inc. with an average score of 3.1 out of a possible 4.0 points.

Therefore, DTPW recommends this contract be awarded to Central Pedrail, JV.

**SUBMITTAL DATE:** June 20, 2018

**CONTRACTOR:** Central Pedrail, JV

**COMPANY EMAIL ADDRESS:** [miguel@pedrailsystems.com](mailto:miguel@pedrailsystems.com)

**COMPANY STREET ADDRESS:** 9030 NW 97 Terrace

**COMPANY CITY-STATE-ZIP:** Medley, FL 33178

**YEARS IN BUSINESS:** Refer to information listed in the Explanation

**PREVIOUS CONTRACTS WITH COUNTY IN THE LAST FIVE YEARS:**

This contract will be the first County project awarded to Central Pedrail, JV. However, information for the two entities that form the joint venture was sought. Based on the Firm History Report provided by Miami-Dade County Small Business Development, Central Florida Equipment Rentals, Inc. was awarded one county contract in the amount of \$4,665,069.03 within the last five years.

**SUB CONTRACTORS  
AND SUPPLIERS  
(SECTION 10-34 MIAMI  
DADE COUNTY CODE):**

Visualscape, Inc.\*  
R & D Electric, Inc.\*  
Landscape Forms, Inc.\*  
L'appartement, LLC\*  
Guaranteed Fence, Corp.\*  
Atlantic Paving Company, Inc  
Triactive America, Inc.  
Dero LLC  
Epic Stoneworks, Inc.  
Bailey Sigler, Inc.  
Kompan, Inc.

\*Disadvantaged Business Enterprise (DBE) Firms

**DUE DILIGENCE:**

Due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine contractor responsibility, including verifying corporate status, and that there were no performance or compliance issues. There were no adverse findings related to contractor responsibility. This information is being provided pursuant to Resolution No. R-187-12.

**MINIMUM  
QUALIFICATIONS  
EXCEED LEGAL  
REQUIREMENTS:**

Yes. In addition to the required licenses, bidders were asked to demonstrate, through prior experience, the ability to construct projects of similar size and scope, as described in the project's Summary of Work.

**APPLICABLE  
WAGES  
(RESOLUTION  
NO. R-54-10):**

Yes - Building Construction

**REVIEW  
COMMITTEE  
ASSIGNED  
CONTRACT  
MEASURES:**

TYPE  
DBE

GOAL  
Goal is Race-Neutral.

Under the State of Florida standards for Florida Highway Administration funding, bidders shall afford maximum opportunity to DBEs and Small Business interests as "subs" through race-neutral means according to the state's "aspirational DBE goal" of 10.65%. Bidders must demonstrate that they reached out or invited DBEs and other Small Business interests to participate in their team.

**MANDATORY  
CLEARING  
HOUSE:**

Yes

**CONTRACT  
MANAGER:**

Leticia Smith

(786) 469-5291

lcsmith@miamidade.gov

**PROJECT  
MANAGER:**

Irene S. Hegedus, ACHA

(786) 469-5395

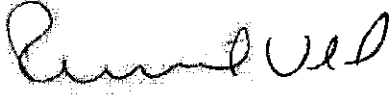
ireneh@miamidade.gov

**BACKGROUND:**

In 2015, The Underline Management Organization, Inc. selected a design consultant to develop the Vision and Master Plan for the Underline project. This project will be built in phases. Phase 1 of the Underline project consists of a half mile long segment below the Metrorail; however, once all phases are completed, the Underline project will be a 10-mile linear mobility corridor below the Metrorail. The proposed corridor will extend from the Miami River to the Dadeland South Metrorail Station and will serve to enhance connectivity, increase mobility and improve pedestrian and bicyclist safety.

By providing safe and connected paths, the Underline aims to be a multi-modal corridor that encourages alternate modes of transportation and attracts new users to mass transit. Capitalizing on its 10-mile length and connection to eight Metrorail Stations, the project seeks to develop a corridor that can present an attractive alternative to car-based commuting by promoting public transportation via Metrorail, strengthening linkages to local bus and trolley transportation routes, and enhancing the off-road biking corridor with a natural and beautiful setting.

DEPARTMENT  
FINANCE:

  
\_\_\_\_\_  
DTPW FINANCE OFFICER

8/13/18  
\_\_\_\_\_  
DATE

INDEX CODE(S):

BUDGET  
APPROVAL  
FUNDS AVAILABLE: ~~18~~  
KC

  
\_\_\_\_\_  
OMB DIRECTOR

8/16/18  
\_\_\_\_\_  
DATE

APPROVED AS TO  
LEGAL  
SUFFICIENCY:

  
\_\_\_\_\_  
COUNTY ATTORNEY

8/8/18  
\_\_\_\_\_  
DATE

DEPARTMENT OF TRANSPORTATION  
AND PUBLIC WORKS CONCURRENCE:

  
\_\_\_\_\_  
DIRECTOR, DTPW

8-16-18  
\_\_\_\_\_  
DATE

APPROVED PURSUANT TO  
SECTION 2-8.1 OF THE  
MIAMI-DADE COUNTY  
CODE:

  
\_\_\_\_\_  
DEPUTY MAYOR

8/27/18  
\_\_\_\_\_  
DATE

CLERK:

\_\_\_\_\_  
DATE



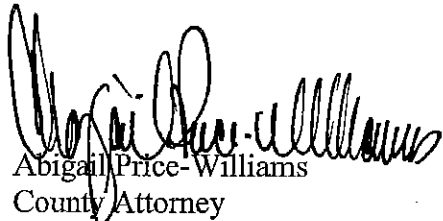


# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Esteban L. Bovo, Jr.  
and Members, Board of County Commissioners

**DATE:** October 2, 2018

**FROM:**   
Abigail Price-Williams  
County Attorney

**SUBJECT:** Agenda Item No. 8(N)(8)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_\_, 3/5's \_\_\_\_\_, unanimous \_\_\_\_\_) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(N)(8)  
10-2-18

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING RECOMMENDATION FOR THE AWARD OF PHASE 1 - THE UNDERLINE "THE BRICKELL BACKYARD," CONTRACT NO. CIP177-DTPW2017-CT1, BETWEEN MIAMI-DADE COUNTY AND CENTRAL PEDRAIL, JOINT VENTURE IN THE AMOUNT OF \$14,255,556.00; FOR A TERM OF 548 DAYS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE SAME AND TO EXERCISE THE RIGHTS CONTAINED THEREIN, INCLUDING ANY TERMINATION AND RENEWAL PROVISIONS

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that:

**Section 1.** Approves the execution of a Contract Award for Phase 1 - The Underline "The Brickell Backyard," Contract No. CIP177-DTPW2017-CT1, in substantially the form attached hereto as Exhibit A, between Miami-Dade County and Central Pedrail, Joint Venture in the Amount of \$14,255,556.00; for a term of 548 days.

**Section 2.** Authorizes the County Mayor or County Mayor's designee to execute the agreement for and on behalf of Miami-Dade County and to exercise all rights contained therein, including any termination and renewal provisions.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Esteban L. Bovo, Jr., Chairman  
Audrey M. Edmonson, Vice Chairwoman  
Daniella Levine Cava  
Sally A. Heyman  
Barbara J. Jordan  
Jean Monestime  
Rebeca Sosa  
Xavier L. Suarez  
Jose "Pepe" Diaz  
Eileen Higgins  
Joe A. Martinez  
Dennis C. Moss  
Sen. Javier D. Souto

The Chairperson thereupon declared this resolution duly passed and adopted this 2<sup>nd</sup> day of October, 2018. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

MAG

Miguel A. Gonzalez

CONSTRUCTION CONTRACT

STATE OF \_\_\_\_\_) ss.:

COUNTY OF \_\_\_\_\_)

THIS AGREEMENT made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Miami-Dade County and \_\_\_\_\_ hereinafter called the Contractor:

WITNESSETH, that the said Contractor for and in consideration of the payments hereinafter specified and agreed to be made by Miami-Dade County, hereby covenants and agrees to furnish and deliver all the materials required, to do and perform all the work and labor required to complete CONTRACT NO. CIP177-DTPW17-CT1 entitled, THE UNDERLINE PHASE 1 BRICKELL BACKYARD, within the time specified, in strict and entire conformity with the Contract Documents hereinafter listed, which are hereby incorporated into this Contract by reference:

- Contract Documents:
1. Conformed Contract Specifications and Drawings
  2. Construction Safety Manual
  3. Florida Department of Transportation (Local Agency Program)

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and to defend, indemnify and save harmless Miami-Dade County and all its officers and agents against and from all suits and costs of every kind and description, and from all damages to which the said Miami-Dade County or any of its officers and agents may be put, by reason of injury or death to persons or injury to property of others resulting from the performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements or appliances used by the Contractor in the aforesaid work, or through any act or omission on the part of the Contractor, or his agent or agents, employees or servants.

The Contractor agrees that the requirements of this contract are reasonable and achievable.

The Contractor further agrees that the Rates of Wages for all laborers, mechanics and apprentices employed by the Contractor or any Subcontractor shall be not less than the prevailing rate of wages for similar skills or classifications, all in accordance with Section 215.19, Florida Statutes, which said Section is hereby incorporated into this Contract by reference, or in accordance with the decision of the Secretary of Labor of the United States Department of Labor, as applicable

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and all provisions thereof shall be strictly complied with by the Contractor and his Subcontractors.

In consideration of the premises, Miami-Dade County hereby agrees to pay to the Contractor for said work, when fully completed, the total sum of Fourteen Million, Two Hundred Fifty-five Thousand, Five Hundred Fifty-six Dollars (\$14,255,556), inclusive of dedicated intersection improvements and contingency allowance accounts, being the amount obtained from either the aggregate lump sum prices, the application of unit prices to the quantities shown in the Bid Form or the combination of both.

The total sum is subject to such additions and deductions as may be provided for in the Contract Documents.

Payments on account will be made as provided for in the Contract Documents.

In Witness whereof, the parties hereto have caused this Contract to be executed by their appropriate officials, as of the date first above written.

(OFFICIAL SEAL)

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

ATTEST:

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor

Approved For Sufficiency of Execution Only:

By: \_\_\_\_\_  
Assistant County Attorney

When Contractor is an individual:

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
(Signature of individual)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(printed name of individual)

\_\_\_\_\_  
(address)

ACKNOWLEDGMENT:

STATE OF \_\_\_\_\_ )ss.:

COUNTY OF \_\_\_\_\_ )

SUBSCRIBED AND SWORN TO (or affirmed) before me on \_\_\_\_\_  
(Date)

by \_\_\_\_\_ He / She is personally known to  
(Affiant)

me or has presented \_\_\_\_\_ as identification.  
(Type of Identification)

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Serial Number)

\_\_\_\_\_  
(Print or Stamp Name of Notary)

\_\_\_\_\_  
(Expiration Date)

Notary Public \_\_\_\_\_  
(State)

Notary Seal:

When Contractor is a sole proprietorship or operates under a trade name:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(printed name of firm)

By: \_\_\_\_\_  
(signature of individual)

\_\_\_\_\_  
(printed name of individual)

\_\_\_\_\_  
(address)

ACKNOWLEDGMENT:

STATE OF \_\_\_\_\_) ss:  
COUNTY OF \_\_\_\_\_)

SUBSCRIBED AND SWORN TO (or affirmed) before me on \_\_\_\_\_  
(Date)

by \_\_\_\_\_ . He / She is personally known to me  
(Affiant)

or has presented \_\_\_\_\_ as identification.  
(Type of Identification)

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Serial Number)

\_\_\_\_\_  
(Print or Stamp Name of Notary)

\_\_\_\_\_  
(Expiration Date)

Notary Public \_\_\_\_\_  
(State)

Notary Seal:

When Contractor is a partnership:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
(printed name of partnership)

\_\_\_\_\_  
(signature of partner)

\_\_\_\_\_  
(printed name of partner)

\_\_\_\_\_  
(address)

ACKNOWLEDGMENT:

STATE OF \_\_\_\_\_) ss.:

COUNTY OF \_\_\_\_\_)

SUBSCRIBED AND SWORN TO (or affirmed) before me on \_\_\_\_\_  
(Date)

by \_\_\_\_\_ . He / She is personally known to me  
(Affiant)

or has presented \_\_\_\_\_ as identification.  
(Type of Identification)

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Serial Number)

\_\_\_\_\_  
(Print or Stamp Name of Notary)

\_\_\_\_\_  
(Expiration Date)

Notary Public \_\_\_\_\_  
(State)

Notary Seal:



When Contractor is a corporation:

(CORPORATE SEAL)

\_\_\_\_\_  
(printed name of corporation)

\_\_\_\_\_  
(printed state of incorporation)

By: \_\_\_\_\_  
(signature of president or vice-president & capacity)

By: \_\_\_\_\_  
(printed name of president or vice-president & capacity)

By: \_\_\_\_\_  
(signature of secretary or assistant secretary & capacity)

\_\_\_\_\_  
(printed name of secretary or assistant secretary & capacity)

\_\_\_\_\_  
\_\_\_\_\_  
(business address of corporation)

ACKNOWLEDGMENT:

STATE OF \_\_\_\_\_) ss.:

COUNTY OF \_\_\_\_\_)

Before me personally appeared \_\_\_\_\_, as President, to me well known or has presented \_\_\_\_\_ as

(Type of Identification)

identification and \_\_\_\_\_, as Secretary, to me well known or has presented \_\_\_\_\_ a

(Type of Identification)

identification and known to me to be the individuals described in and who executed the foregoing instrument as \_\_\_\_\_ President and \_\_\_\_\_ Secretary of the above named \_\_\_\_\_ a Corporation, and severally

acknowledged that they executed such instrument as President and \_\_\_\_\_ Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and said instrument is the free act and deed of said corporation.

SUBSCRIBED AND SWORN TO (or affirmed) before me on \_\_\_\_\_ (Date)

by \_\_\_\_\_ He / She is personally known to me (Affiant)

or has presented \_\_\_\_\_ as identification. (Type of Identification)

\_\_\_\_\_  
(Signature of Notary) (Serial Number)  
\_\_\_\_\_  
(Print or Stamp Name of Notary) (Expiration Date)

Notary Public \_\_\_\_\_ (State) Notary Seal:

When Contractor is a joint venture:

\_\_\_\_\_  
(Name of Joint Venture)

By: \_\_\_\_\_  
(Signature of Joint Venture)

\_\_\_\_\_  
(Print or type name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
(Signature of Joint Venture)

\_\_\_\_\_  
(Print or type name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address)

(Joint Venture Partner)

In witness whereof, the Bidder hereto has executed this contract this 23 day of Aug 20 18

Shayla B...  
Witness

by: [Signature]  
Signature of Authorized Representative

Carol Garcia  
Witness

by: Miguel Vira  
Printed name of Authorized Representative

ACKNOWLEDGMENT:

STATE OF IL ss.:

COUNTY OF Sask

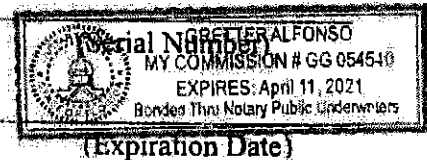
SUBSCRIBED AND SWORN TO (or affirmed) before me on 8/23/18  
(Date)

by Miguel Vira . He / She is personally known to me  
(Affiant)

or has presented \_\_\_\_\_ as identification.  
(Type of Identification)

[Signature]  
(Signature of Notary)

\_\_\_\_\_  
(Print or Stamp Name of Notary)



Notary Public \_\_\_\_\_  
(State)

Notary Seal:

(Joint Venture Partner)

In witness whereof, the Bidder hereto has executed this contract this 23 day of Aug 2018.

Shayrat  
Witness

by: [Signature]  
Signature of Authorized Representative

Carol Jaria  
Witness

by: ROBERT BAER  
Printed name of Authorized Representative

ACKNOWLEDGMENT:

STATE OF FL ) ss.:

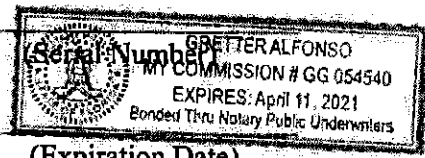
COUNTY OF Surf )

SUBSCRIBED AND SWORN TO (or affirmed) before me on 8/23/18  
(Date)

by Robert Baer . He / She is personally known to me  
(Affiant)

or has presented \_\_\_\_\_ as identification.  
(Type of Identification)

[Signature]  
(Signature of Notary)



\_\_\_\_\_  
(Print or Stamp Name of Notary)

\_\_\_\_\_  
(Expiration Date)

Notary Public \_\_\_\_\_  
(State)

Notary Seal:



Memorandum



**To:** Honorable Chairman Esteban Bovo, Jr.  
and Members, Board of County Commissioners

**From:** Javier A. Betancourt, Executive Director

**Date:** September 14, 2018

**Re: CITT AGENDA ITEM 5I:**

RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST RECOMMENDING THE BOARD OF COUNTY COMMISSIONERS (BCC) APPROVE RECOMMENDATION FOR THE AWARD OF PHASE 1 - THE UNDERLINE "THE BRICKELL BACKYARD", CONTRACT NO. CIP177-DTPW2017-CT1, BETWEEN MIAMI-DADE COUNTY AND CENTRAL PEDRAIL, JOINT VENTURE IN THE AMOUNT OF \$14,255,556.00; FOR A TERM OF 548 DAYS; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE THE SAME AND TO EXERCISE THE RIGHTS CONTAINED THEREIN, INCLUDING ANY TERMINATION AND RENEWAL PROVISIONS (DTPW – Legislative File No. 182121)  
**NO SURTAX FUNDS REQUESTED**

On September 13, 2018, the CITT voted (9-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 18-041. The vote was as follows:

Glenn J. Downing, CFP®, Chairperson – Absent  
Joseph Curbelo, 1<sup>st</sup> Vice Chairperson – Aye  
Alfred Holzman, 2<sup>nd</sup> Vice Chairperson – Aye

Oscar Braynon – Absent  
Evan Fancher – Absent  
Hon. Anna E. Lightfoot-Ward, Ph.D. – Aye  
Miles E. Moss, P.E. – Aye  
Paul J. Schwiep, Esq. – Aye  
L. Elijah Stiers, Esq. – Absent

Eric Diaz-Padron – Aye  
Prakash Kumar – Aye  
Jonathan Martinez – Aye  
Amy Steel-Donner – Absent  
Marilyn Smith – Aye

cc: Alina Hudak, Deputy Mayor  
Bruce Libhaber, Assistant County Attorney