

**Date:** June 21, 2023

**To:** Honorable Chairman Oliver G. Gilbert, III  
and Members, Board of County Commissioners

Agenda Item No. 3(B)(1)

**From:** Daniella Levine Cava  
Mayor

*Daniella Levine Cava*

Resolution No. R-499-23

**Subject:** Interlocal Agreement with The City of North Miami Beach for the Construction and Maintenance of the Watermain Impacted by the New Bridge to be constructed by the County along Harriet Tubman Highway from NE 164 Street and NE 173 Street

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**Executive Summary**

The purpose of this item is for the Department of Transportation and Public Works (DTPW) to obtain authorization from the Board of County Commissioners (Board) for participation in an Interlocal Agreement with The City of North Miami Beach for the construction and maintenance of a watermain that will be impacted by the new bridge that will be constructed under the DTPW Highway Project along Harriet Tubman Highway from NE 164 Street and NE 173 Street. The bridge spans the Snake Creek Canal and is being widened and replaced as part of DTPW roadway improvements on Harriet Tubman Highway. The bridge widening entails additional lanes, new bike lanes, and sidewalks. The City of North Miami Beach will be responsible for the total cost of the watermain installation, which is estimated at \$770,000.

**Recommendation**

It is recommended that the Board approve the attached resolution authorizing the execution of the Interlocal Construction and Maintenance Agreement with The City North Miami Beach for the construction and maintenance of the watermain impacted by the new bridge that will be constructed by the DTPW Highway Project along Harriet Tubman Highway from NE 164 Street and NE 173 Street.

**Scope**

The project is located within District 2, which is represented by Commissioner Marleine Bastien.

**Delegated Authority**

In accordance with Section 2-8.3 of the Miami-Dade County Code related to identifying delegation of Board authority, there are no authorities beyond that specified in the resolution which includes authority for the Mayor and Mayor's designee to execute the agreement and exercise the provisions contained therein.

**Fiscal Impact/Funding Source**

The improvements requested by North Miami Beach are estimated to cost \$770,000 and will be funded solely by the City of North Miami Beach. The County will build the project under Project No. 20140020 – Harriet Tubman Highway from NE 164 Street to NE 173 Street in RIF District 3.

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The City of North Miami Beach will provide maintenance operations upon completion of the project within the County's right-of-way. There is no additional fiscal impact for this Project.

**Track Record/Monitor**

Joan M. Fabian, P.E., DTPW Project Manager, Highway Division will be responsible for monitoring this project.

**Background**

The DTPW Highway Project along Harriet Tubman Highway from NE 164 ST to NE 173 ST will replace the bridge over the Snake Creek Canal as part of its widening project. As such, the City of North Miami Beach will need to reinstall its watermain which is on the existing bridge. Thus, North Miami Beach has designed the replacement of the existing watermain impacted by the new bridge. This Interlocal Agreement is for the City of North Miami Beach to assume design, financial and maintenance responsibility of the watermain that will be constructed as part of DTPW's roadway improvements along Harriet Tubman Highway.



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Jimmy Morales  
Chief Operations Officer

**INTERLOCAL CONSTRUCTION AND MAINTENANCE AGREEMENT**  
**Between**  
**NORTH MIAMI BEACH WATER**  
**and**  
**MIAMI-DADE COUNTY, FLORIDA**  
**FOR THE WIDENING AND CONSTRUCTION OF HARRIET TUBMAN HWY BETWEEN**  
**NE 164 STREET AND NE 173 STREET**

This Interlocal Construction and Maintenance Agreement (the "Agreement") is made and entered into on this \_\_\_ day of \_\_\_\_\_ 2022 (Effective Date), between Miami-Dade County (the "County"), a political subdivision of the State of Florida, and North Miami Beach Water, a municipal corporation of the State of Florida, a public instrumentality, and an agency of the State of Florida. The parties are hereafter collectively referred to as "the Parties."

**RECITALS**

WHEREAS, the County owns, operates and maintains Harriet Tubman Hwy between NE 164 Street and NE 173 Street; and

WHEREAS, North Miami Beach Water and the County have agreed to enter into an additional Interlocal Construction and Maintenance Agreement for the Widening and Construction along Harriet Tubman Hwy from NE 164 ST to NE 173 ST; and

WHEREAS, North Miami Beach Water has designed the replacement of the existing watermain impacted by the new bridge that will be constructed by the DTPW Highway Project along Harriet Tubman Hwy from NE 164 ST to NE 173 ST; and

WHEREAS, the purpose of this Agreement is for North Miami Beach Water to assume design, financial and maintenance responsibility of the watermain that will be constructed as part of the DTPW roadway improvements project along Harriet Tubman Hwy from NE 164 ST to NE 173 ST; and

WHEREAS, the intent of the Project is to increase safety and mobility along Harriet Tubman Hwy from NE 164 ST to NE 173 ST by widening Harriet Tubman from two (2) to four (4) lanes from

NE 164 Street to NE 173 Street. The proposed improvements include raised landscape medians, bicycle facilities, continuous sidewalks, curb and gutter, existing signalization improvements, pavement markings and signing, decorative lighting, continuous storm drainage system, and replacement of the existing bridge crossing over the Snake Creek Canal; and

WHEREAS, the Parties herein agree that it is in the best interest of each Party for DTPW to procure and implement all aspects of the Tubman Hwy improvements, including but not limited to, the design (except for the watermain), construction, construction engineering and inspection, utility relocation, permits and other associated tasks necessary to complete the improvements needed on Tubman Hwy from NE 164 ST to NE 173 ST.

**NOW, THEREFORE,** the County and North Miami Beach Water, in consideration of the promises and covenants contained herein, and for other good and valuable consideration, receipt of which is acknowledged, agree as follows:

1. **Incorporation of Recitals.**

The above recitals are true and correct and incorporated herein.

2. **Project Construction Activity.**

- a. North Miami Beach Water shall be responsible for obtaining all permits with all County departments or agencies as required. North Miami Beach Water shall not pay for any plans review or permits required by the Cities or County's Department of Transportation and Public Works.
- b. North Miami Beach Water shall remain liable and responsible for any act or occurrence arising from any negligent or wrongful act or omission of North Miami Beach Water, its contractors, agents, or any other person or entity acting on its behalf, with respect to the design and construction of the Project.
- c. The County shall notify North Miami Beach Water at least 48 hours before beginning construction of the North Miami Beach Water (watermain) facility. Such notification may be provided verbally or via email.
- d. The County, at the County's sole cost and expense, shall operate, maintain, repair, and

replace as needed, from time to time, and keep the facilities allocated to them in good and workmanlike condition and repair in accordance with the County's operational standards and guidelines. If the County causes any damage to the North Miami Beach Water Facilities within the Area, the County, at its own cost and expense, shall promptly repair such damage.

- e. North Miami Beach Water will provide DTPW with project scope and design drawing package for the watermain construction. Both Departments will work together to avoid any conflicts and address any modifications as needed. North Miami Beach Water watermain DTPW's roadway improvement project will be jointly incorporated into the official Miami-Dade County construction contract documents and enforced by DTPW's Project Manager.
- f. DTPW will administer the Project from bid notification to contract completion. North Miami Beach Water will review all watermain related information to determine the equitability and acceptance of the price proposal as it relates to the watermain installation within the DTPW time requirements. North Miami Beach Water shall provide an Engineer of Record for the watermain portion of the Project for consultation on any technical changes.
- g. The price proposal will be divided into two (2) sections, grouped by DTPW's roadway improvement related items and North Miami Beach Water's utility related items. Items that affect both work segments will be identified and allocated by mutual agreement in writing and approved by both Department Directors or by their designees.
- h. North Miami Beach Water will be responsible for reviewing all submittals and permit applications of the watermain related work within fourteen (14) calendar days. Within this timeframe, North Miami Beach Water will provide all required approvals, or pertinent comment(s), the water main installation. Any necessary resubmittal will be reviewed by North Miami Beach Water in an expedite manner not to exceed fourteen (14) calendar days.
- i. DTPW will administer the entire construction phase of the Project. North Miami Beach Water will provide an on-site Project Construction Manager and/or Inspector to work with DTPW's Project Manager to oversee that the watermain installation and ensure that they are performed in accordance with North Miami Beach Water's specifications and standards, which include but are not limited to; installation, pressure testing and certification of the

North Miami Beach Water's facilities and as-built submittal. It is understood that the entire Project will be managed in such a manner that it will not be a detriment to either Department's portion of contract work or the County's best interest in mind at all times.

- j. North Miami Beach Water will be responsible for reviewing and approving, within ten (10) calendar days, any design deviations, requests for information and other technical issues prior to any field changes for the utility installation portion of the Project. North Miami Beach Water will provide extra funding to cover any design deviations requested by North Miami Beach Water for the watermain portion or for claims for additional compensation, additional work or change orders, related to the installation of the watermain and/or its appurtenances that may be deemed reasonable after review by both Departments.
- k. North Miami Beach Water shall be solely responsible for all expenses associated with conflicts and error and omissions generated by their watermain design.
- l. Upon completion of the project, the County will provide North Miami Beach Water the final as-built plans for its watermain facility and an engineering certification that construction of their watermain was completed in accordance with the plans.

### 3. **Payment Requirements.**

North Miami Beach Water WASD will be responsible for the total cost of the water main installation, estimated at \$770,000 which includes dedicated and contingency allowances, as shown in Exhibit "B". North Miami Beach Water agrees to pay five percent (5%) of North Miami Beach Water's final construction amount for DTPW to administer North Miami Beach Water's portion of the Work.

**4. Procurement of Project Services.**

The County shall have sole control and responsibility for the procurement, award, and administration of the Project, which will be in accordance with County procurement policies and procedures.

**5. Project Costs.**

Miami Dade County shall be solely responsible for all Project costs and expenses, excluding the costs associated with the North Miami Beach Water watermain installation, which include, but are not limited to: design, construction, construction engineering and inspection services, utility relocation costs, survey, geotechnical, and contamination remediation, if required. The County Project costs also include: County staff and general engineering consultant staff costs, auditing costs and any other cost or expense arising from such Project.

**6. Liability and Insurance.**

North Miami Beach Water shall ensure that its contractors and consultants (1) maintain, at all times during the construction, Contractor's Public Liability Insurance providing for a limit of not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, one person and, subject to that limit for each person, a total limit of \$5,000,000 for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence; and regular Contractor's Property Damage Liability Insurance providing for a limit of not less than \$50,000 for all damages arising out of injury to, or destruction of, property in any one occurrence and, subject to that limit per occurrence, a total or aggregate limit of \$100,000 for all damages arising out of injury to, or destruction of, property during the policy period; (2) provide contractual indemnity to both North Miami Beach Water and the County; and further, (3) name the County and its Board of Commissioners as an additional insured on all requisite liability insurance certificates for the Project.

**7. Indemnification.**

To the extent and within the statutory limits provided in Florida law, North Miami Beach Water agrees to indemnify, defend, save and hold harmless the County within the limits of Section 768.28, Florida Statutes, from all claims, demands, liabilities and suits as a result of North Miami Beach Water's negligence, or breach of this Agreement by North Miami Beach Water, its agents, employees, or contractors. It is specifically understood and agreed that this indemnification clause

does not cover or indemnify the County for the County's negligence or breach of contract. To the extent and within the statutory limits provided in Florida law, the County agrees to indemnify, defend, save and hold harmless North Miami Beach Water's within the limits of in Section 768.28, Florida Statutes, from all claims, demands, liabilities and suits as a result of the County's negligence, or 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 North Miami Beach Water's for North Miami Beach Water's negligence or breach of contract.

North Miami Beach Water accepts and shall be responsible for any and all liability for any and all claims or causes of action of whatsoever nature arising out of North Miami Beach Water design of the Project and its improvements until the issuance of the Notice of Final Acceptance.

**8. Dispute Resolution.**

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.

**9. Effective Date.**

This Agreement shall become effective on the Effective Date.

**10. Counterparts.**

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**11. Severability.**

The provisions of this Agreement are independent of and separable from each other and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part, except to the extent that such invalidity or unenforceability causes the Agreement to fail of its essential purpose, in which case either party shall have the right to terminate the Agreement upon written notice to the other.

**12. Amendment of Agreement.**

This Agreement may only be amended by mutual agreement of North Miami Beach Water and the



County expressed in writing and executed and delivered by each.

**13. Format.**

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

**14. Notices.**

All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given and received when delivered personally or by courier service or upon actual receipt of registered or certified mail, addressed as set forth below:

To NMB Water:        North Miami Beach Water  
                              Andrea Suarez Abastida, PMP, Director  
                              17011 NE 19 Avenue  
                              North Miami Beach, FL 33162

To County:            Eulois Cleckley., Director and CEO  
                              Department of Transportation and Public Works  
                              701 NW 1<sup>st</sup> Court, Suite 1700  
                              Miami, Florida 33136

Either party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph.

**15. No Third-Party Beneficiaries to this Agreement.**

Nothing in this Agreement, express or implied, is intended to (a) confer upon any entity or person other than the parties and their successors or assigns any rights or remedies under or by reason of the Agreement as a third party beneficiary or otherwise, except as specifically provided in this Agreement; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement, or (c) be construed as a waiver of the sovereign immunity of the parties hereto under Florida Statute Section 768.28.

**16. Entire Agreement.**

This Agreement, including the exhibits to this Agreement, contain the sole and entire agreement between the Parties with respect to their subject matter and supersede any and all other prior written or oral agreements between them with respect to such subject matter.

**17. Binding Effect.**

This Agreement shall be binding upon the Parties and their respective representatives, successors and assigns.

**18. Waiver.**

Waiver by either party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.

**19. Captions.**

The captions contained in this Agreement are inserted only as a matter of convenience or reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions.

**20. Other Documents.**

North Miami Beach Water and the County will take all such actions and execute all such documents that may be reasonably necessary to carry out the purposes of this Agreement, whether or not specifically provided for herein; provided that North Miami Beach Water and the County acknowledge that certain additional actions by North Miami Beach Water or the County may require approval by their respective Boards, and, to the extent such approval is required by applicable law, obtaining such approval shall be a condition to their obligations hereunder.

**21. Governing Law.**

This Agreement and the interpretation of its terms shall be governed by the laws of the State of Florida, without application of conflicts of law principles. Venue for any judicial, administrative or other action to enforce or construe any term of this Agreement or arising from or related to this Agreement shall lie exclusively in Miami-Dade County, Florida.

**22. Joint Preparation.**

The language agreed to herein expresses the mutual intent and agreement of the County and North Miami Beach Water and shall not, as a matter of judicial construction, be construed more severely against one of the parties from the other.

**23. Time of the Essence.**

Time is of the essence with respect to the performance of each of the covenants and obligations contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement, the NORTH MIAMI BEACH WATER, signing by and through its Executive Director, and MIAMI-DADE COUNTY, FLORIDA, signing by and through the Mayor or his Designee, each duly authorized to execute same.

NORTH MIAMI BEACH WATER

Approved

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Andrea Suarez Abastida, PMP, Director

Approved as to form and legal sufficiency



## MEMORANDUM

(Revised)

**TO:** Honorable Chairman Oliver G. Gilbert, III  
and Members, Board of County Commissioners

**DATE:** June 21, 2023

**FROM:**   
Gen Bonzon-Keenan  
County Attorney

**SUBJECT:** Agenda Item No. 3(B)(1)

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 present \_\_\_\_, 2/3 membership \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) \_\_\_\_ 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. 3(B)(1)  
6-21-23

RESOLUTION NO. \_\_\_\_\_ R-499-23

RESOLUTION APPROVING AN INTERLOCAL CONSTRUCTION AND MAINTENANCE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND NORTH MIAMI BEACH WATER FOR THE CONSTRUCTION AND MAINTENANCE OF THE WATERMAIN IMPACTED BY THE NEW BRIDGE THAT WILL BE CONSTRUCTED UNDER THE DTPW HIGHWAY PROJECT ALONG HARRIET TUBMAN HIGHWAY FROM NE 164 STREET TO NE 173 STREET; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE SAME AND EXERCISE THE PROVISIONS CONTAINED THEREIN

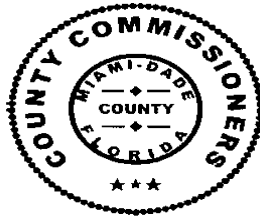
**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board approves an Interlocal Construction and Maintenance Agreement between Miami-Dade County and North Miami Beach Water for the construction and maintenance of the watermain impacted by the new bridge that will be constructed as part of the DTPW Highway Project along Harriet Tubman Highway from NE 164 Street to NE 173 Street, in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and to exercise the provisions contained therein.

The foregoing resolution was offered by Commissioner **Danielle Cohen Higgins** , who moved its adoption. The motion was seconded by Commissioner **Marleine Bastien** and upon being put to a vote, the vote was as follows:

|                                  |               |                                 |
|----------------------------------|---------------|---------------------------------|
| Oliver G. Gilbert, III, Chairman | <b>absent</b> |                                 |
| Anthony Rodríguez, Vice Chairman | <b>aye</b>    |                                 |
| Marleine Bastien                 | <b>aye</b>    | Juan Carlos Bermudez <b>aye</b> |
| Kevin Marino Cabrera             | <b>absent</b> | Sen. René García <b>aye</b>     |
| Roberto J. Gonzalez              | <b>aye</b>    | Keon Hardemon <b>absent</b>     |
| Danielle Cohen Higgins           | <b>aye</b>    | Eileen Higgins <b>absent</b>    |
| Kionne L. McGhee                 | <b>aye</b>    | Raquel A. Regalado <b>aye</b>   |
| Micky Steinberg                  | <b>aye</b>    |                                 |

The Chairperson thereupon declared this resolution duly passed and adopted this 21<sup>st</sup> day of June, 2023. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

A handwritten signature in dark ink, appearing to read "B. Libhaber".

Bruce Libhaber