

Date: March 2, 2017

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: Project No. 20170105
Joint Participation Agreement (JPA) between
Miami-Dade County and the Village of Key
Biscayne for the Implementation of Adaptive
Traffic Signal Technologies along Crandon
Boulevard from Harbor Drive to W Mashta Drive

RECOMMENDATION

The Department of Transportation and Public Works (DTPW) Capital Improvements staff completed the review of the subject JPA in accordance with the applicable provisions of Implementing Order 3-41. DTPW recommends that a SBE goal does not apply since the equipment to be purchased is highly specialized (Refer to Page 2 of the attached Aegis ITS estimate). Attached is the Project Measure Analysis and Recommendation along with other supporting documentation.

Scope of Work:	Implementation of Adaptive Traffic Signal Technologies along Crandon Boulevard from Harbor Drive to W Mashta Drive.
Engineer Project Base Cost Estimate (including Contingency):	\$200,000.00
SBE Measure:	N/A
CWP Goal:	As applicable

BACKGROUND

This JPA between Miami-Dade County and the Village of Key Biscayne (the Village) will facilitate the Implementation of Adaptive Traffic Signal Technologies along Crandon Boulevard from Harbor Drive to W Mashta Drive in Miami-Dade County.

The Village shall procure the services of a licensed consultant to procure the required

equipment and services to implement the new traffic signal technologies, subject to the terms and conditions of the JPA and a licensed traffic signal contractor to support the implementation of the Project. The Village 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 consultant and contractor, the Village will contact the Department of Transportation and Public Work's (DTPW) Capital Improvements Section to confirm compliance.

If any additional information is required you may contact me at (305) 375-2097, or James Ferreira at (305) 375-3267.

AM/jf

Attachments (3)

C: James Ferreira, P.E., DTPW
Alfredo Munoz, P.E., DTPW
Laurie Johnson, ISD
File

Javier Heredia, DTPW
Frank Aira, P.E., DTPW
Alice Hidalgo-Gato, ISD

MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS
CONTRACT / PROJECT MEASURE ANALYSIS AND RECOMMENDATION

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

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

Date: Thursday, March 02, 2017

CONTRACT INFORMATION

DTPW Project No.: 20170105

Project Title: Implementation of Adaptive Traffic Signal Technologies along Crandon Boulevard from Harbor Drive to W Mashta Drive

Re-submittal: No

Estimated Project Base Cost (including Contingency): \$200,000.00

Funding Source: Road Impact Fees (RIF)

PROJECT INFORMATION

Scope of Work

This JPA between Miami-Dade County and the Village of Key Biscayne (the Village) will facilitate the Implementation of Adaptive Traffic Signal Technologies along Crandon Boulevard from Harbor Drive to W Mashta Drive in Miami-Dade County.

The Village shall procure the services of a licensed consultant to procure the required equipment and services to implement the new traffic signal technologies, subject to the terms and conditions of the JPA and a licensed traffic signal contractor to support the implementation of the Project. The Village 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.

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 from the County's Construction Trades Qualifying Board as an Electrical Contractor. The specialty contractor shall subcontract with a qualified contractor any

Project No.: 20170105
Project Title: Implementation of Adaptive Traffic Signal Technologies along Crandon Blvd from Harbor Dr to W Mashta Dr

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; or Certification, as an electrical contractor provided by the State of Florida Electrical Contractors' Licensing Board, pursuant to the provisions of Section 489.511 of the Florida Statutes (F.S.).

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 Traffic Signal Work Class.

In addition to the license(s) required of Contractor, all personnel engaged in installing, modifying, repairing, removing or maintaining: roadway street lighting systems; traffic signalization; or any other electrical/electronic traffic control device in Miami-Dade County must:

Perform work under the direction of a Master Electrician that is present at the job site or able to respond within 2 hours of notification (4 hours for roadway street lighting systems).

Perform all work under the direct supervision of a Journeyman Electrician. For Traffic Signalization or Control Devices the Journeyman Electrician must be certified as an International Municipal Signal Association (IMSA) certified Traffic Signal Technician (TST) Level II or Level III. All work related at or pertaining to the controller must be performed by an IMSA certified TST Level II (Field).

Have in their possession a wallet size card or a photocopy of their certifications and licenses. Failure to provide said documents will be cause for removal of employee from the work site, issuance of citations, and shutdown of the Work by the County.

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.

RECOMMENDATION

DTPW Areas recommended for SBE Subcontractor Goal:

SBE Measure: N/A

Contract Measure Recommendation:

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

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



An Econolite Group Company

December 15, 2016

Chief Charles Press
Chief of Police, Village of Key Biscayne
88W. McIntyre Street
Key Biscayne, Florida 33149

Subject: Centracrs Expansion, Village of Key Biscayne along Crandon Blvd.

Dear Chief Press:

Aegis ITS is pleased to provide the following quote to extend Miami-Dade's 2070LX pilot scale deployment and Centracrs ATMS installation to include six intersections in the Village of Key Biscayne along Crandon Boulevard, from Ocean Lane to West Mashta Drive. Our quote includes adding six intersections with Centracrs Adaptive to the County's Centracrs license, along with graphics and integration of these intersections into the system.

Our quote also includes supply of the following equipment:

- Econolite Model 2070LX Controller with ASC/3 software (Quantity 6)
- Autoscope Encore video detection, four approach (Quantity 6)
- TrafficCast BlueTOAD (6 field devices and the first 1 year of service)

Video detection is quoted as a standard intersection with mast arms. Included in our quote is 6,000 feet of 3-wire cable. If additional cable is needed, the Village may purchase in 500' increments at \$0.60/foot.

Bluetooth Travel-time Origin and Destination (BlueTOAD) traffic monitoring system measures travel times using non-intrusive roadside technology. BlueTOAD Ethernet equipment is being supplied for a total of six locations. BlueTOAD field equipment will communicate via cellular modems with the TrafficCast server to provide a variety of travel time information via a web interface.

The central TrafficCast BlueTOAD service that supports the web interface is a subscription based service. Our quote includes pricing for six (6) field devices for the first one (1) year of operation. The Village will be responsible for any service charges in excess of six devices and for service beyond the first year of operation. Network troubleshooting and configuration is not included in our quote.

A ½ -day training will be offered to the Village in order to access travel time statistics available from the BlueTOAD website, using a password provided by the County.

Prior to ordering any hardware, the County will need to assess the current field equipment (cabinet and mast arms) at all six intersections and confirm existing equipment is operational/suitable for this equipment. If any Village intersection needs equipment replaced/upgraded to make the new system functional, the cost will be the responsibility of the Village. The Village will be responsible for hiring a contractor to install the hardware in this quote and any additional items discovered as necessary to meet County specifications. All work must be coordinated with the Miami-Dade County Traffic Signals and Signs Division (TSS) and can only be performed by traffic signal contractors that have been approved by TSS. The Village may require the services of a qualified traffic engineering consultant to update any signal, timing or operating plans needed by the County for implementing the proposed system at these intersections.

3360 East La Palma Avenue
Anaheim, CA 92806-2856
Office: 714-238-9277
Fax: 714-630-1973
www.aegisits.com



An Econolite Group Company

Centracs Expansion Quote continued

Once hardware is installed, a local Aegis/Econolite technician will provide turn-on support. Once operational, the County will maintain the system.

Item	Quantity	Unit Price	Extended Price
Centracs License expansion, integration and graphics for six intersections	L.S.	\$7,500.00	\$7,500.00
Econolite Model 2070LX Controller with ASC/3 software, includes turn-on support and training	6	\$1,750.00	\$10,500.00
Autoscope Encore (four approach intersection), includes turn-on support and training	6	\$17,225.00	\$103,350.00
Centracs Adaptive Intersection License	6	\$1,700.00	\$10,200.00
Centracs Adaptive Intersection	6	\$750.00	\$4,500.00
BlueTOAD POE-based Hardware w/CAT 5 Cable	6	\$4,297.00	\$25,782.00
BlueTOAD Service (1 Year)	6	\$660.00	1 Year demo - n/c
Cellular Charge (1 Year)	6	\$324.00	\$1,944.00
Total Price			\$163,766.00

Pricing is valid for sixty days from the date of this quote and includes shipping, but is exclusive of any sales or use taxes.

Econolite provides a one (1) year warranty beginning upon completion of acceptance testing for Econolite developed ATMS software. Our standard product warranty applies to all other Econolite products and the standard manufacturer's warranty is applied to third-party products purchased by Aegis/Econolite.

We look forward to your favorable consideration and the opportunity to work with Miami-Dade County and the Village of Key Biscayne. Please feel free to contact Connie Braithwaite or me directly at 678-641-9236 with any questions regarding this quote.

Sincerely,
Aegis ITS, Inc.

Jon Ringler, P.E.
Regional Vice President

3360 East La Palma Avenue
Anaheim, CA 92806-2856
Office: 714-238-9277
Fax: 714-630-1973
www.aegisits.com

**JOINT PARTICIPATION AGREEMENT
BETWEEN MIAMI-DADE COUNTY AND VILLAGE OF KEY BISCAYNE**

This AGREEMENT, made and entered into this _____ day of _____, 2017, by and between the VILLAGE OF KEY BISCAYNE, FLORIDA, a municipal corporation of the STATE OF FLORIDA, hereinafter referred to as the "Village", 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 implementation of new traffic signal technologies to enable adaptive traffic signal controls and traffic management within the limits of the Village, hereinafter referred to as the "Project" described as follows:

The project entails the purchase and installation of Caltran 2070LX, controllers, video detection systems, and Blue Tooth traffic data collection devices to upgrade the six_(6) traffic signals on Crandon Boulevard from Harbor Drive to W Mashta Drive to allow the implementation of adaptive traffic signal technologies; and

WHEREAS, the parties acknowledge that the signal at W Mashta Drive requires additional work to be completed above that which is required at the other signals; and

WHEREAS, the County wishes to utilize the resources of the Village to procure the required equipment and services to implement the new traffic signal technologies, 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 VILLAGE:

1.1. **Engineering:** The Village will secure the necessary engineering services from qualified firms proficient in the proper installation, configuration and implementation of the aforementioned traffic signal equipment. Said engineering services shall be primarily for the configuration of the traffic signal programming, including the conversion of traffic signal timing plans and the development of the adaptive traffic signal control configurations. These engineering services shall also be responsible for documenting before/after results of the implementation as well as provide continuous support of the signal operations though period of the contract. The County agrees that the selection, retention and discharge of the engineering services consultant shall be the responsibility of the Village in accordance with applicable laws and Village procedures. Notwithstanding any provision to the contrary, the Village 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.

Subsequent to the evaluation of proposals by the Village and the Village's determination of the most advantageous proposal, the Village 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 procurement contract amount by the County Department of Transportation and Public Works Director.

- 1.2. **Permits and Approvals**: If required, the Village shall obtain all necessary permits, and utility adjustments; and coordinate the review of construction documents by utilities and permitting agencies. The Village shall make all necessary adjustments as required for approval and/or permitting by those agencies. The Village shall obtain all necessary permits, and utility adjustments for the Project in accordance with applicable state, federal and local laws and ordinances. The Village shall not pay for any permits required by the Miami-Dade County Department of Transportation and Public Works.
- 1.3. **Right-of-Way**: If required, the Village shall acquire at its sole expense, any right-of-way that is required to complete the implementation of the Project.
- 1.4. **Public Information and Involvement**: If required, the Village will implement a Public Involvement Plan (PIP) during any design and construction needed to support 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 Village 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 Village agrees that the Project elements funded by this Agreement shall recognize and adequately reference the County as a funding source. The Village 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 Village shall submit sample or mock up of such publicity or materials to the County for review and approval. The Village 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 Village 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 Village 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. Implementation The Village shall procure all equipment, materials, and services required to implement the traffic signal improvements. The Village shall procure the services of a licensed traffic signal contractor to support the implementation of the Project. The Village may award the contract through any available lawful means, in accordance with Section 255.20, Florida Statutes, which in the Village's discretion, affords the most competitive price for the implementation 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 Village contract(s), or the extension of unit-prices provided in connection with prior competitive bid awards. Notwithstanding any provision to the contrary, the Village 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 support the Project, the Village shall contact the County Department of Transportation and Public Works Capital Improvements Section and provide all necessary documentation to ensure this compliance.

The construction contract shall also contain a requirement that the contractor(s) provide a payment and performance bond at least in the amount and form required by state law naming the County and Village 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 Village. The commitment for the expenditures of any contingency funds shall not be made by the Village 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 Village to approve the commitment of contingency funds.

Subsequent to the evaluation of bids or proposals by the Village and the Village's determination of the most advantageous bid or proposal, the Village 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 Village.

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

1.9. Construction Administration and Inspection: The Village shall exercise all responsibilities of the owner under the construction contract, including construction administration and inspections. The Village 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 Village's designated representative and the County's designated representative shall jointly perform the inspection of the Project which immediately precedes substantial completion. The Village shall certify upon completion that the Project has been constructed pursuant to the design plans, specifications and approved change orders. Final payment to the Village 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 Village 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 \$200,000.00 (this amount includes ten percent (10%)

contingency) for eligible costs, as defined herein, incurred by the Village for the implementation of the Project. The County shall disburse to the Village 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 Village 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 Village 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 implementation of the Project are specified below:

<u>Funding Amount</u>	<u>Funding Source</u>	<u>County Fiscal Year of Commitment</u>
\$200,000.00	Road Impact Fee District 2	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 Village Mayor and the County Mayor or County Mayor's designee without the need for approval by the Village Council and County

Commission. Otherwise, further funding commitments shall be subject to the approvals of the parties' respective governing boards.

2.4. Maintenance: The County shall be solely responsible for maintenance upon completion of the Project.

3. ELIGIBLE COSTS: The parties agree that only the below identified costs that may be incurred by the Village 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 engineering, equipment, materials, and construction of Project elements that are the standard items normally provided for by the County in County traffic signal 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 Village 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 Village 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 any contract award for this Project, the Village shall submit the Estimated Quarterly Payout Schedule for the Project to the County Department of Transportation and Public Works Director. Quarterly disbursement of County funds to the Village shall be based upon Village 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 Village 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), the Resident First Training and Employment Program (RFTE), and the Responsible Wages and Benefits Ordinance (Ordinance No. 90-143). Specifically, the Village 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 may 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 Village, 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 Village 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 Village, 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 Village 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 Village for its sole negligence or breach of contract.

In the event of breach or non-performance by the persons selected by the Village to perform the work, the Village 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 Village, at its option, pursues such claims, actions or causes of action through arbitration, administrative proceeding or lawsuit. The Village 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 Village shall be returned to the Village 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 Village 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 Village:

Attention: Mayra Peña Lindsay
Mayor, Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, Florida 33149
(305) 365-5511

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: _____ BY: _____
Deputy Clerk County Mayor or County Mayor's Designee

Approved by County Attorney
as to form and legal sufficiency _____
County Attorney

ATTEST: VILLAGE OF HIALEAH KEY BISCAYNE, a municipal
corporation of the State of Florida

BY: _____ BY: _____
Conchita H. Alvarez Mayra Peña Lindsay
Village Clerk Mayor

(Affix Village Seal)

Approved by Village Attorney
as to form and legal sufficiency _____
Village Attorney

Date: March 2, 2017

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: Project No. 20170105
Joint Participation Agreement (JPA) between
Miami-Dade County and the Village of Key
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If any additional information is required you may contact me at (305) 375-2097, or James Ferreira at (305) 375-3267.

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Alice Hidalgo-Gato, ISD

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

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

Date: Thursday, March 02, 2017

CONTRACT INFORMATION

DTPW Project No.: 20170105

Project Title: Implementation of Adaptive Traffic Signal Technologies along Crandon Boulevard from Harbor Drive to W Mashta Drive

Re-submittal: No

Estimated Project Base Cost (including Contingency): \$200,000.00

Funding Source: Road Impact Fees (RIF)

PROJECT INFORMATION

Scope of Work

This JPA between Miami-Dade County and the Village of Key Biscayne (the Village) will facilitate the Implementation of Adaptive Traffic Signal Technologies along Crandon Boulevard from Harbor Drive to W Mashta Drive in Miami-Dade County.

The Village shall procure the services of a licensed consultant to procure the required equipment and services to implement the new traffic signal technologies, subject to the terms and conditions of the JPA and a licensed traffic signal contractor to support the implementation of the Project. The Village 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.

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 from the County's Construction Trades Qualifying Board as an Electrical Contractor. 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; or Certification, as an electrical contractor provided by the State of Florida Electrical Contractors' Licensing Board, pursuant to the provisions of Section 489.511 of the Florida Statutes (F.S.).

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 Traffic Signal Work Class.

In addition to the license(s) required of Contractor, all personnel engaged in installing, modifying, repairing, removing or maintaining: roadway street lighting systems; traffic signalization; or any other electrical/electronic traffic control device in Miami-Dade County must:

Perform work under the direction of a Master Electrician that is present at the job site or able to respond within 2 hours of notification (4 hours for roadway street lighting systems).

Perform all work under the direct supervision of a Journeyman Electrician. For Traffic Signalization or Control Devices the Journeyman Electrician must be certified as an International Municipal Signal Association (IMSA) certified Traffic Signal Technician (TST) Level II or Level III. All work related at or pertaining to the controller must be performed by an IMSA certified TST Level II (Field).

Have in their possession a wallet size card or a photocopy of their certifications and licenses. Failure to provide said documents will be cause for removal of employee from the work site, issuance of citations, and shutdown of the Work by the County.

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.

RECOMMENDATION

DTPW Areas recommended for SBE Subcontractor Goal:

SBE Measure: N/A

Contract Measure Recommendation:

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

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