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Public Works and Waste Management

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Miami, Florida 33147

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June 12, 2013

Mr. Jose Olivo Jr., P.E.
Interim Public Works Director
City of Doral
8401 NW 53 Terrace
Doral, Florida 33166

Re: Joint Participation Agreement Between Miami-Dade County and the City of Doral for the Construction of a Traffic Signal at NW 107 Avenue and NW 66 Street

Dear Mr. Olivo:

Transmitted herewith are two fully executed original copies of the Joint Participation Agreement between Miami-Dade County and the City of Doral for the construction of a traffic signal at NW 107 Avenue and NW 66 Street.

Should you have any questions, please do not hesitate to call Mr. Leandro Oña, P.E., Chief, Roadway Engineering and Right-of-Way Division, at (305) 375-1909.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gaspar Miranda", with a horizontal line underneath.

Gaspar Miranda, P.E.
Assistant Director, Highway Engineering

Attachments

cc: Kathleen Woods-Richardson
Antonio Cotarelo, P.E.
Chris Rose
Leandro Oña, P.E.
Frank Aira, P.E., CFM
David Hays, P.E.
Ruth E. Rodriguez
Javier Heredia, P.E.
Eric Steinberg



**JOINT PARTICIPATION AGREEMENT
BETWEEN THE CITY OF DORAL AND MIAMI-DADE COUNTY
NW 107 AVENUE AND NW 66 STREET TRAFFIC SIGNAL**

This AGREEMENT, made and entered into this 12th day of June, 2013, by and between the CITY OF DORAL, FLORIDA, a municipal corporation of the STATE OF FLORIDA, hereinafter referred to as the "City", and MIAMI-DADE COUNTY, a political subdivision of the STATE OF FLORIDA, hereinafter referred to as the "County".

WITNESSETH

WHEREAS, both parties herein wish to facilitate the construction of a road improvement project in MIAMI-DADE COUNTY, hereinafter referred to as the "Project" described as follows:

Construction of a traffic signal at the intersection of NW 107 Avenue and NW 66 Street; and

WHEREAS, the City wishes to utilize the resources of the County to construct and administer the Project, subject to the terms and conditions of this agreement;

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the parties agree:

1. RESPONSIBILITIES OF CITY:

1.1. Funding Amount, Reimbursement of Protect Costs: The Project is currently estimated to cost \$200,000 (this amount includes a ten percent (10%) contingency). The City agrees to provide funding in the amount of 50% of the cost of the Project, up to a maximum amount of \$100,000 for eligible costs, as defined herein, incurred by the County for the construction of the Project. The City shall disburse to the County funds for the Project in the manner set forth in Section 4. The City shall incur no liability for any costs in excess of said funding amount unless there has been a duly authorized increase approved by the City Council and formalized in an executed amendment to this Agreement.

1.2. City Payments of Project Costs: The City funds provided for eligible costs as defined herein, incurred for the construction of the Project are specified below:

| <u>Funding Amount</u> | <u>Funding Source</u> | <u>City Fiscal Year of Commitment</u> |
|-----------------------|-----------------------|---------------------------------------|
| \$100,000 | Transportation Fund | 2012-2013 |

1.3. Project Cost Adjustments: The amount contributed by the City is based on the current estimated costs of the Project. The parties recognize that adjustments to the above-referenced costs 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 City funds required as stated in Section 1.1, amendments may be executed by the City Manager and the County Mayor or County Mayor's designee without the need for approval by the City Council and County Commission. Otherwise, further

funding commitments shall be subject to the approvals of the parties' respective governing boards.

2. RESPONSIBILITIES OF COUNTY

2.1. Appropriation of Funds: The construction of the Project will require County funding which will be provided through the Charter County Transportation Surtax. The appropriation of funding will not be approved until such time as the construction contract award is approved by the Board of County Commissioners and the Citizens' Independent Transportation Trust.

2.2. Permits and Approvals: The County shall obtain all necessary permits, and utility adjustments, and coordinate the review of construction documents by utilities and permitting agencies for the Project. The County shall make all necessary adjustments as required for approval and/or permitting by those agencies for the Project. The County shall obtain all necessary permits, and shall perform all utility adjustments for the Project in accordance with applicable state, federal, and local laws and ordinances

2.3. Publicity: By the acceptance of these funds, the County agrees that the Project elements funded by this Agreement shall recognize and adequately reference the City as a funding source. The County shall ensure that all publicity, public relations, advertisements and signs recognizes and references the City 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 City logo is permissible for the publicity purposes stated

herein. The County shall submit sample or mock up of such publicity or materials to the City for review and approval. The County shall ensure that all media representatives, when inquiring about the activities funded by this Agreement, are informed that the City is a funding source.

2.4. Accounting: The County shall at all times maintain separate accounting for the costs of the Project so those costs may be independently verified and audited by the City, at the request and cost of the City. The County agrees to permit the City 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 City for inspection within five (5) business days upon written receipt of a written request from the City.

2.5. Construction: The County shall procure the services of a licensed contractor holding an engineering contractor's license to construct the Project. The County may award the contract through any available lawful means which, in the County's discretion, affords the most competitive price for construction of the Project and which may include, but is not limited to, bid solicitation, request for proposals, the award of a change order on existing County contract(s), or the extension of unit-prices provided in connection with prior competitive bid awards. Notwithstanding any provision to the contrary, the County shall comply with all applicable County contract compliance and oversight measures.

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 City and the County as joint obligees

or joint contracting public entities. The construction contract shall contain a contingency amount to address unforeseen conditions and other required changes which shall not exceed ten percent (10%) of the base amount of the contract, unless otherwise approved by designated representatives of the County and City. The commitment for the expenditures of any contingency funds shall not be made by the County without the prior written approval of the City's Public Works Director. The City shall respond in writing, within thirty (30) business days of receiving written requests from the County to approve the commitment of contingency funds.

The City agrees that the selection, retention and discharge of such contractor shall be the responsibility of the County.

2.6. Claims and Change Orders: The County shall notify the City's Public Works Director in writing when claims or change orders arise. The County shall also invite the City to participate in negotiations of these claims and change orders. The City 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 County.

2.7. Construction Administration and Inspection: The County shall exercise all responsibilities of the owner under the construction contract, including construction administration and inspections. The County may delegate this function to an authorized agent or Construction Engineering Inspection (CEI) consultant. The City's inspector shall have an oversight role in the routine daily inspections for the Project. In the case of a disagreement, the County's Public

Works and Waste Management Director, or their representative, shall have final authority. The City's designated representative and the County's designated representative shall jointly perform the inspection of the Project which immediately precedes substantial completion. The County shall certify upon completion that the Project has been constructed pursuant to the design plans, specifications and approved change orders.

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

3. ELIGIBLE COSTS: The parties agree that only the below identified costs that may be incurred by the County that are directly related to the Project are eligible for reimbursement, provided adequate documentation accompanies the reimbursement request in the form of approved invoices, verified payment requests, documented journal entries, and/or check vouchers. For purposes of this Agreement, eligible costs are further defined as those pertaining to the construction of Project elements that are the standard items normally provided for by the County in County roadway projects, and not the enhancement of standard items, or the incorporation of items which are in addition to those standard items. The City shall not be assumed to be liable to provide reimbursement for the construction of such items that do not conform to this section of the Agreement.

4. SCHEDULE AND MANNER OF REIMBURSEMENTS: Disbursement of City funds to the County shall be based upon County invoices with certified copies of paid Contractor billings attached and shall not include any other charges. The submittal for invoice 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. **CITIZENS' INDEPENDENT TRANSPORTATION TRUST APPROVAL**: Unless waived by action of the County, this Agreement shall only become effective upon approval by the Citizens' Independent Transportation Trust and the Board of County Commissioners. In the event the Agreement is not approved, the Agreement shall be null and void and be of no force or effect.
7. **PEOPLE'S TRANSPORTATION PLAN PROJECT SIGNAGE**: The County shall furnish and install a Project sign in each direction of traffic indicating that this Project is being funded by the People's Transportation Plan, in coordination with the City, in proximity to the start/end of the Project limits. Should Maintenance of Traffic (MOT) signage be required as part of the work, the Project sign shall be placed an appropriate distance before the MOT signage range. The Project signs shall remain in place for the duration of the work or as directed by the Project engineer.
8. **INDEMNIFICATION**: To the extent authorized by Florida law, the City hereby agrees to indemnify, defend, save and hold harmless the County to the extent of all the limitations included with Section 768.28, Florida Statutes, from all claims, demands, liabilities and suits of any nature whatsoever arising out of, because of or due to the breach of this Agreement by the City, its agents or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify

the County for its sole negligence or breach of contract.

To the extent authorized by Florida law, the County hereby agrees to indemnify, defend, save and hold harmless the City to the extent of all the limitations included in Section 768.28, Florida Statutes, from all claims, demands, liabilities and suits of any nature whatsoever arising out of, because of or due to the breach of this Agreement by the County, its agents or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the City for its sole negligence or breach of contract.

In the event of breach or non-performance by the persons selected by the County to perform the work, the County shall, upon written request by the City, assign to the City any and all of its rights under the affected contract for purposes of the City's prosecution of claims, actions or causes of action resulting from such breach or non-performance unless the County pursues such claims, actions or causes of action through arbitration, administrative proceeding or lawsuit. The County agrees to cooperate fully with the City in the prosecution of any such claim or action. Any damage recovered by the City which is attributable to an expenditure by the County shall be returned to the County by the City, 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 County, Florida.

10. **ENTIRE AGREEMENT, AMENDMENTS:** This document incorporates and includes

all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms contained herein shall be effective unless set forth in writing in accordance with this section. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the parties.

11. JOINT PREPARATION: The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties from the other.

12. SEVERANCE: In the event a portion of this Agreement is found to be invalid by a court of competent jurisdiction, the remaining provisions shall continue to be effective unless the City or County elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) business days after the finding by the court becomes final.

13. NOTICES: Any and all notices required to be given under this Agreement shall be sent by first class mail, addressed as follows:

To the County:

Attention: Kathleen Woods-Richardson
Director, Public Works and Waste Management Department
Miami-Dade County
111 NW First Street, Suite 1640
Miami, Florida 33128
(305) 375-2960

To the City:

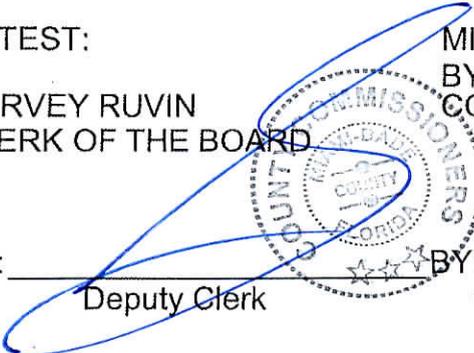
Attention: Eric Carpenter, P.E.
Director, Public Works
City of Doral
8401 NW 53 Terrace
Doral, Florida 33166
(305) 593-6740

IN WITNESS WHEREOF, the parties hereto set their hands and official seals the day and year first above written,

ATTEST:

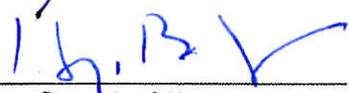
HARVEY RUVIN
CLERK OF THE BOARD

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

BY:  Deputy Clerk

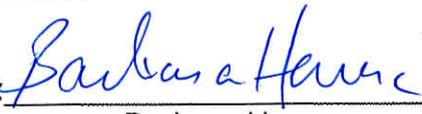
BY:  County Mayor or County Mayor's Designee

Approved by County Attorney
as to form and legal sufficiency


County Attorney

ATTEST:

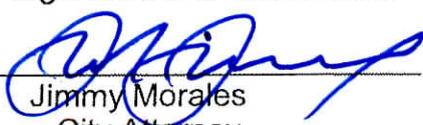
CITY OF DORAL, a municipal
corporation of the State of Florida

BY:  Barbara Herrera
City Clerk

BY:  Joe Carollo
City Manager

(Affix City Seal)

Approved by City Attorney
as to legal form and correctness


Jimmy Morales
City Attorney