



Office of the Town Manager

Rafael G. Casals, CFM  
Town Manager

December 1, 2014

Alina T. Hudak  
Deputy Mayor and Interim Director  
Public Works and Waste Management Department  
111 N.W. 1<sup>st</sup> Street, Suite 1610  
Miami, Fl. 33128

**Re: Caribbean Boulevard from Coral Sea Road to SW 87 Avenue Joint Participation Agreement (JPA)**

Dear Ms. Hudak:

As per Section 1.5 of the above referenced Joint Participation Agreement, the Town of Cutler Bay respectfully requests a letter stating that the current contractor, Acosta Tractors Inc., may continue to proceed with the construction of GAP 1 (Caribbean Boulevard from C-100 Canal to Coral Sea Road). The contractor will extend the current unit prices awarded in The Town's ITB #13-04, approved by Town Resolution #13-04. Thank you for your kind attention to this matter.

If you have any questions regarding this, feel free to contact me at (305) 234-4262 or [rcasals@cutlerbay-fl.gov](mailto:rcasals@cutlerbay-fl.gov).

Sincerely,

Rafael G. Casals  
Town Manager

CC: Alfredo Quintero Jr., Public Works Director  
Gasper Miranda, P.E.  
Leandro Oña, P.E.  
Javier Heredia, P.E.  
Antonio Cotarelo, P.E.  
Bassam Moubayed, CFM  
Eric Steinberg  
James Ferreira

Attachments: 1. Letter from Acosta Tractors Inc.  
2. Joint Participation Agreement (Executed May 12, 2009)  
3. First Amendment to Joint Participation Agreement (Executed June 30, 2014)





11986 NW 97th Avenue, Hialeah Gardens, FL 33018

Tel: (305) 556-0473 • Fax: (305) 556-8268

November 26, 2014

Via  
e-mail: [aquintero@cutlerbay-fl.gov](mailto:aquintero@cutlerbay-fl.gov)

Alfredo Quintero Jr., EI, CFM, CGC, CCC  
Director of Public Works  
Department of Public Works  
Town of Cutler Bay  
10720 Caribbean Blvd. Suite 105  
Cutler Bay, FL 33189

**RE: EXTENSION OF CURRENT UNIT PRICING FOR CARIBBEAN BLVD. GAP 1  
(from Canal C-100 to Coral Sea Road)**

Dear Mr. Quintero,

Please be advised that Acosta Tractors, Inc. (ATI) will extend the same unit prices currently in place for the project known as Caribbean Blvd. Improvements from Coral Sea Road to SW 87<sup>th</sup> Avenue (ITB-13-04) for the continuation and construction of the Caribbean Blvd. Improvements from the C-100 Canal to Coral Sea Road.

For your use and reference enclosed please find the Bid Form containing the current unit prices for the Caribbean Blvd. Improvements from Coral Sea Road to SW 87<sup>th</sup> Avenue Project (ITB 13-04).

Should you have any additional questions, comments or concerns regarding this matter please feel free to contact me at your earliest convenience.

Sincerely,

Felix Acosta,  
President

Encl.

**BID FORM**  
**CARIBBEAN BLVD. IMPROVEMENTS**  
 From Coral Sea Road to SW 87<sup>th</sup> Avenue  
**JOINT PARTICIPATION AGREEMENT - MIAMI-DADE COUNTY**  
**TOWN OF CUTLER BAY, FLORIDA**  
 C3TS Project No. 00359-011

Bid unit prices stated in this proposal include all costs and expenses for labor, equipment, materials, contractor's overhead and profit. Unit prices for the various work items are intended to establish a total price for completing the project in its entirety. The Contractor shall include in the Bid price any work item and materials for which a separate pay item has not been included in the Bid Form. All work and incidental costs shall be included for payment under the several scheduled items of the overall contract, and no separate payment will be made therefore.

**BASE BID ITEMS**

ITEM	DESCRIPTION	QUAN-TITY	UNIT	UNIT PRICE	AMOUNT
101-1	Mobilization	1	L.S.	\$216,333.33	\$216,333.33
102-1	Maintenance of Traffic & Access & All Associated Items	1	L.S.	\$115,076.67	\$115,076.67
104-1	Prevention, Control & Abatement of Erosion and Water Pollution	1	L.S.	\$13,969.89	\$13,969.89
110-1-1-1	Clearing & Grubbing	1	L.S.	\$177,669.12	\$177,669.12
110-8	Back of sidewalk restoration & harmonization (inc. sod, landscaping, asphalt/paver/concrete driveways, edge concrete curbing, irrigation and electrical systems as needed).	1	L.S.	\$15,110.44	\$15,110.44
120-1	Regular Excavation	35,424	C.Y.	\$1.39	\$49,239.36
120-6	Embankment	11,925	C.Y.	\$4.87	\$58,074.75
160-4	Type B Stabilized Sub-Base (12" Thick, LBR=40)	47,569	S.Y.	\$1.51	\$71,829.19
210-1-1	Limerock Base (8" Thick) Single Course Primed	51,566	S.Y.	\$8.39	\$432,138.74
210-1-1A	Limerock Base (12" Thick) Single Course Primed	180	S.Y.	\$18.52	\$3,333.60
327-70-1	Milling (1") Asphalt	1,768	S.Y.	\$4.50	\$7,956.00
334-2-13	Type SP Structural Course (2" Thick)	4,628	TN	\$109.16	\$505,192.48
334-2-23	Type FC-9.5 Friction Course (1" Thick)	2,318	TN	\$122.22	\$283,305.96
425-1-311	Curb Inlet Type P-1 (≤10')	1	EA	\$5,534.16	\$5,534.16
425-1-321	Curb Inlet Type P-2 (≤10')	15	EA	\$5,568.50	\$83,527.50
425-1-331	Curb Inlet Type P-3 (≤10')	15	EA	\$5,313.54	\$79,703.10
425-1-341	Curb Inlet Type P-4 (≤10')	1	EA	\$5,630.46	\$5,630.46
425-1-201	Curb Inlet Type P-9 (≤10')	2	EA	\$3,623.23	\$7,246.46
425-1-351	Curb Inlet Type P-5 (≤10')	40	EA	\$4,682.84	\$187,313.60

Acosta Tractors, Inc.

Name of Bidder

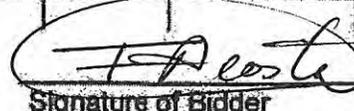
*F. Acosta*

Signature of Bidder

ITEM	DESCRIPTION	QUAN- TITY	UNIT	UNIT PRICE	AMOUNT
425-1-361	Curb Inlet Type P-6 (≤10')	8	EA	\$ 4,816.66	\$ 38,533.28
425-1-521	Inlet Type C	1	EA	\$ 1,364.86	\$ 1,364.86
425-2-42	Manhole Type P-7T (≤10')	37	EA	\$ 5,685.28	\$ 210,355.36
425-2-71	Manhole J Box	2	EA	\$ 7,063.31	\$ 14,126.62
425-6	Adjust existing valve boxes, meter boxes, FH and Manhole Covers	1	LS	\$ 20,631.72	\$ 20,631.72
430-171-115	CAP Pipe Culvert - 15" Diam.	3,312	L.F.	\$ 40.33	\$ 133,572.96
430-171-118	CAP Pipe Culvert - 18" Diam.	76	L.F.	\$ 31.00	\$ 2,584.00
430-171-124	CAP Pipe Culvert - 24" Diam.	41	L.F.	\$ 48.66	\$ 1,995.06
430-171-136	CAP Pipe Culvert - 36" Diam.	846	L.F.	\$ 62.07	\$ 52,511.22
443-70-6	Exfiltration Trench (36" Diameter)	9,243	L.F.	\$ 130.02	\$ 1,201,774.86
520-1-10	Conc. Curb and Gutter "F"	24,793	L.F.	\$ 14.42	\$ 357,515.06
520-2-8	Conc. Curb "RA"	407	L.F.	\$ 16.11	\$ 6,556.77
520-2-4	Conc. Curb "D"	2,436	L.F.	\$ 13.89	\$ 33,836.04
522-1	Conc. Sidewalk (4" thick)	5,775	S.Y.	\$ 28.53	\$ 164,760.75
522-2	Conc. Sidewalk (6" thick)	7,176	S.Y.	\$ 34.64	\$ 248,576.64
522-2A	Colored Conc. Sidewalk (6" Thick) Includes Specialty Driveways	1,552	S.Y.	\$ 51.67	\$ 80,191.84
522-3	Colored Concrete Crosswalks (12" thick)	21,606	S.F.	\$ 13.08	\$ 282,606.48
522-3-A	Colored Conc. Bus Bay (12" thick)	4,544	S.F.	\$ 13.08	\$ 59,435.52
526-1-1	Concrete Paver Road Surface	288	S.Y.	\$ 55.67	\$ 16,032.96
527-1	Detectable Warning Surface	1,647	S.F.	\$ 20.00	\$ 32,940.00
575-1-1	Sodding	26,040	S.Y.	\$ 2.50	\$ 65,100.00
580-2	Landscaping	1	L.S.	\$ 476,230.00	\$ 476,230.00
630-1-12	Conduit 2" PVC, Underground	1,125	L.F.	\$ 11.67	\$ 13,128.75
630-1-13	Conduit 2" PVC, Under Pavement	1,050	L.F.	\$ 15.56	\$ 16,338.00
635-1-11	Pull Box	12	EA	\$ 638.89	\$ 7,666.68
660-2-101	Traffic Signal Loop	18	EA	\$ 1,094.44	\$ 19,699.92
672-1-4	Modify Existing Controller	5	EA	\$ 1,400.00	\$ 7,000.00
	Traffic Signalization Back Up Generator Assembly	5	EA	\$ 5,000.00	\$ 25,000.00
700-40-1	D1-1d Sign Assembly	8	EA	\$ 200.00	\$ 1,600.00
700-40-1	D3-1 Sign Assembly	28	EA	\$ 200.00	\$ 5,600.00
700-40-1	R1-1 w/ D3-1 Sign Assembly	14	EA	\$ 227.78	\$ 3,188.92
700-40-1	R1-2 Sign Assembly	8	EA	\$ 200.00	\$ 1,600.00
700-40-1	R2-1 Sign Assembly	4	EA	\$ 200.00	\$ 800.00

Acosta Tractors, Inc.

Name of Bidder



Signature of Bidder

00300-6

00359-011

ITEM	DESCRIPTION	QUAN-TITY	UNIT	UNIT PRICE	AMOUNT
700-40-1	R3-17 Sign Assembly	24	EA.	\$ 200.00	\$ 4,800.00
700-40-1	R3-17 (w/ R3-17aP) Sign Assembly	2	EA.	\$ 227.78	\$ 455.56
700-40-1	R3-17 (w/ R3-17bP) Sign Assembly	2	EA.	\$ 227.78	\$ 455.56
700-40-1	R4-7 Sign Assembly	12	EA.	\$ 200.00	\$ 2,400.00
700-40-1	R6-4 (w/ OM1-3) Sign Assembly	8	EA.	\$ 233.33	\$ 1,866.64
700-40-1	W2-6 / W13-1 Sign Assembly	8	EA.	\$ 250.00	\$ 2,000.00
700-40-1	W11-2 / W16-7PL Sign Assembly	16	EA.	\$ 233.33	\$ 3,733.28
700-40-1	S1-1 / W16-7PL Sign Assembly	10	EA.	\$ 233.33	\$ 2,333.30
700-40-1	S1-1 / W16-9P Sign Assembly	5	EA.	\$ 233.33	\$ 1,166.65
700-40-1	S1-1 / W16-7P/R3-1 Sign Assembly	1	EA.	\$ 272.22	\$ 272.22
700-40-1	S1-1 / W16-7P/R3-2 Sign Assembly	1	EA.	\$ 272.22	\$ 272.22
700-40-1	S14-2 Sign Assembly	1	EA.	\$ 266.67	\$ 266.67
700-40-1	Bus Stop Sign Assembly	4	EA.	\$ 211.11	\$ 844.44
700-46-11	Remove Existing Sign	44	EA.	\$ 27.78	\$ 1,222.32
700-46-21	Relocate Existing Sign	17	EA.	\$ 55.56	\$ 944.52
700-89-131	Electronic Display Sign (Solar Powered Speed Check)	2	EA.	\$ 1,333.33	\$ 2,666.66
706-3	Market Pavement Retro-Reflective	832	EA.	\$ 3.17	\$ 2,637.44
711-11-160	Thermoplastic (white) (message) (SCHOOL)	5	EA.	\$ 100.00	\$ 500.00
711-11-160	Thermoplastic (white) (message)	6	EA.	\$ 94.44	\$ 566.64
711-11-170	Thermoplastic (white) (arrows)	16	EA.	\$ 50.00	\$ 800.00
711-11-241	Thermoplastic (yellow) (6") 10'-30' Skip	4,141	L.F.	\$ 0.66	\$ 2,733.06
711-11-151	Thermoplastic (white) (6") 2'-6' Guidelines	170	L.F.	\$ 0.66	\$ 112.20
711-11-121	Thermoplastic (white) (solid) (6")	18,485	L.F.	\$ 0.64	\$ 11,830.40
711-11-122	Thermoplastic (white) (solid) (8")	187	L.F.	\$ 0.70	\$ 130.90
711-11-125	Thermoplastic (white) (solid) (24")	1,972	L.F.	\$ 2.94	\$ 5,797.68
711-11-180	Thermoplastic (white) (yield line)	170	L.F.	\$ 1.11	\$ 188.70
711-11-221	Thermoplastic (yellow) (solid) (6")	16,510	L.F.	\$ 0.64	\$ 10,566.40
711-11-224	Thermoplastic (yellow) (solid) (18")	874	L.F.	\$ 1.78	\$ 1,555.72
711-11-290	Thermoplastic (yellow) (solid) (median nose)	800	S.F.	\$ 0.89	\$ 712.00
620-1-1	Grounding Electrode	2,000	L.F.	\$ 5.56	\$ 11,120.00
639-1-11	Electrical Service	2	AS.	\$ 4,555.96	\$ 9,111.92
715-1-113	Conductor, F&I, Insulated No. 6	19,311	L.F.	\$ 1.39	\$ 26,842.29
715-2-215	Conduit PVC Sch 40 - 2" underground	17,805	L.F.	\$ 11.46	\$ 204,045.30
715-7-11	Load Center, Complete	2	EA.	\$ 7,222.22	\$ 14,444.44
715-14-11	Pull Box	98	EA.	\$ 638.89	\$ 62,611.22

Acosta Tractors, Inc.

Name of Bidder

  
Signature of Bidder

ITEM	DESCRIPTION	QUAN-TITY	UNIT	UNIT PRICE	AMOUNT
715-31	Maintenance of Existing Lighting OR Temp Lighting	1	L.S.	\$ 111.11	\$ 111.11
715-36-12	Frangible Base of Light Pole	66	EA.	\$ 436.67	\$ 28,820.22
715-511-145	Lighting Pole Complete including foundation, cable distribution, pole and luminaire	66	EA.	\$ 10,041.11	\$ 662,713.26
800-6	FPL Connection + MDWASD Meter Allowance	1	L.S.	\$ 27,777.78	\$ 27,777.78
800-7	Permit Allowance	1	L.S.	\$ 111.11	\$ 111.11
800-8	Off Duty Police Allowance	1	L.S.	\$ 111.11	\$ 111.11
980	Safety Act	1	L.S.	\$ 555.56	\$ 555.56
990	Advance Exploration of Existing Utilities	1	L.S.	\$ 1,111.11	\$ 1,111.11
991	Project Signs Double Sided 4'x8' with Color Graphics, as Directed by Town	2	EA.	\$ 777.78	\$ 1,555.56
999	Contingency	1	L.S.	\$ 750,000	\$ 750,000

BASE BID GRAND TOTAL IN FIGURES: \$ 7,786,411.45

BASE BID GRAND TOTAL WRITTEN: Seven Million Seven Hundred Eighty Six Thousand Four Hundred Eleven Dollars and Forty Five Cents

**ADDITIVE BID ALTERNATE #1 ITEMS**

This additive bid alternate consists of the items described and detailed below, on the plans, specifications and contract documents:

ITEM	DESCRIPTION	QUAN-TITY	UNIT	UNIT PRICE	AMOUNT
721-75-1	Furnish and Install Bench (Including concrete base slab)	9	EA.	\$ 2,553.89	\$ 22,985.01
721-74-1	Furnish and Install Trash Receptacle (including concrete base slab)	9	EA.	\$ 1,552.33	\$ 13,970.97
751-10-1	Entrance Feature Complete	1	L.S.	\$ 13,419.76	\$ 13,419.76
750	Bus Shelter, Complete Inc. Foundation	3	EA.	\$ 39,675.31	\$ 119,025.93
	Mail Box Relocation	1	L.S.	\$ 9,066.67	\$ 9,066.67
	Traffic Signalization Back Up Generator Assembly	5	EA.	\$ 5,000.00	\$ 22,500.00

ADDITIVE BID ALTERNATE #1 GRAND TOTAL IN FIGURES: \$ 203,468.34

Acosta Tractors, Inc.  
Name of Bidder

[Signature]  
Signature of Bidder



May 12, 2009

Public Works  
111 NW 1st Street • Suite 1510  
Miami, Florida 33128-1970  
T 305-375-2094 F 305-679-7738

miamidade.gov

- ADA Coordination
- Agenda Coordination
- Animal Services
- Art in Public Places
- Audit and Management Services
- Aviation
- Building
- Building Code Compliance
- Business Development
- Capital Improvements
- Citizens' Independent Transportation Trust
- Commission on Ethics and Public Trust
- Communications
- Community Action Agency
- Community & Economic Development
- Community Relations
- Consumer Services
- Corrections & Rehabilitation
- Cultural Affairs
- Elections
- Emergency Management
- Employee Relations
- Empowerment Trust
- Enterprise Technology Services
- Environmental Resources Management
- Fair Employment Practices
- Finance
- Fire Rescue
- General Services Administration
- Government Information Center
- Historic Preservation
- Homeless Trust
- Housing Agency
- Housing Finance Authority
- Human Services
- Independent Review Panel
- International Trade Consortium
- Juvenile Services
- Medical Examiner
- Metro-Miami Action Plan
- Metropolitan Planning Organization
- Park and Recreation
- Planning and Zoning
- Police
- Procurement Management
- Property Appraisal
- Public Library System
- Public Works**
- Safe Neighborhood Parks
- Seaport
- Solid Waste Management
- Strategic Business Management
- Team Metro
- Transit
- Task Force on Urban Economic Revitalization
- Vizcaya Museum And Gardens
- Water & Sewer

Rafael Casals  
Director, Public Works Department  
Town of Cutler Bay  
10720 Caribbean Boulevard, Suite 105  
Cutler Bay, Florida 33189

Re: Caribbean Boulevard from Coral Sea Road to SW 87 Avenue Joint Participation Agreement (JPA)

Dear Mr. Casals:

Transmitted herewith are two (2) fully executed original copies, between Miami-Dade County and the Town of Cutler Bay, of the Caribbean Boulevard from Coral Sea Road to SW 87 Avenue JPA.

Please contact Mr. Rodney McMillian, MSM, at (305) 375-5320, in our Contracts and Specifications Section to answer any of your questions on JPA requirements regarding business program compliance. It is requested that you contact Mr. McMillian prior to any advertisements, to ensure this compliance.

During the course of the design phase of the project, submittals should be sent to Mr. Leandro Oña, P.E., Chief, Highway Division, for review and approval.

In addition, prior to commencing construction of the project, please contact Mr. Bassam Moubayed, CFM, Chief, Construction Division, at (305) 375-2116, to coordinate construction inspections.

Should you need any additional assistance, please do not hesitate to call Mr. Javier Heredia, P.E., Section Head, Highway Planning, at (305) 375-1901.

Sincerely,

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

Enclosures

cc: Leandro Oña, P.E.  
Javier Heredia, P.E.  
Orky Rodriguez  
Antonio Cotarelo, P.E.  
Bassam Moubayed, CFM  
Rodney McMillian, MSM  
Delfin Molins, E.I.  
Eric Steinberg

*Delivering Excellence Every Day*

**JOINT PARTICIPATION AGREEMENT  
BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF CUTLER BAY  
CARIBBEAN BOULEVARD FROM CORAL SEA ROAD TO SW 87 AVENUE**

This AGREEMENT, made and entered into this 12<sup>th</sup> day of May, 2009, by and between the TOWN OF CUTLER BAY, FLORIDA, a municipal corporation of the STATE OF FLORIDA, hereinafter referred to as the "Town", and MIAMI-DADE COUNTY, a political subdivision of the STATE OF FLORIDA, hereinafter referred to as the "County".

**WITNESSETH**

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

The design and construction of a roadway improvement project along Caribbean Boulevard from Coral Sea Road to SW 87 Avenue, which includes the reconstruction of the existing two (2) lanes, with continuous storm drainage, curb and gutter, enhanced lighting, traffic signalization, landscaping, sidewalks, pedestrian crosswalks, bike lanes, bus pullout bays, and intersection improvements; and

WHEREAS, the County wishes to utilize the resources of the Town to design, contract, 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 TOWN:**

**1.1. Design:** The Town will secure engineering design and consulting services from qualified firms to develop the construction plans, technical specifications, special provisions, pay items and cost estimates for the Project in accordance with standard Florida Department of Transportation, County, and/or Town, as applicable, design criteria, to the satisfaction of the County's Public Works Director or their designee. The Town's design consultant shall be made available to County to review shop drawings and perform required post-design services, limited to project design. The County agrees that the selection, retention and discharge of the design consultant shall be the responsibility of the Town in accordance with applicable laws and Town procedures. Notwithstanding any provision to the contrary, the Town 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 design services from qualified firms, the Town will contact the County's Public Works Contracts and Specifications Section to ensure this compliance.

**1.2. Permits and Approvals:** During the course of the design, the Town shall obtain all necessary permits, and utility adjustments; and coordinate the review of construction documents by utilities and permitting agencies. The

Town shall make all necessary adjustments as required for approval and/or permitting by those agencies. The Town shall obtain all necessary permits, and utility adjustments for the Project in accordance with applicable state, federal and local laws and ordinances. The Town shall not pay for any permits required by the Miami-Dade County Public Works Department.

- 1.3. **Public Information and Involvement**: The Town will implement a Public Involvement Plan (PIP) during the design and construction of the Project to provide information to property owners, tenants, and area residents, including but not limited to: public meetings, project documentation and flyers, business signs, directional parking signs, and schedules for major work to be performed in the area. Appropriate investigation of the project stakeholders will be used to develop the goals and objectives to implement the PIP. The Town shall submit a copy of the PIP to the County Public Works Director for review and concurrence prior to the Notice to Proceed for construction.
- 1.4. **Accounting**: The Town 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 Town agrees to permit the County auditors to inspect the books, records and accounts of the Project for three years after completion of the Project. These records shall be made available to the County for inspection within five (5) business days upon written receipt of a written request from the County.
- 1.5. **Construction**: The Town shall procure the services of a licensed contractor holding an engineering contractor's license to construct the Project. The

Town may award the contract through any available lawful means which, in the Town'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 Town contract(s), or the extension of unit-prices provided in connection with prior competitive bid awards. Notwithstanding any provision to the contrary, the Town shall comply with all applicable County contract compliance and oversight measures relating to the expenditure of County funds, in accordance with Section 6 of this Agreement. Prior to the advertisement to solicit a licensed contractor to construct the Project, the Town will contact the County's Public Works Contracts and Specifications Section to ensure this compliance.

The construction contract shall also contain a requirement that the contractor(s) provide a payment and performance bond at least in the amount and form required by state law naming the County and Town as joint obligees or joint contracting public entities. The construction contract shall contain a contingency amount to address unforeseen conditions and owner required changes which shall not exceed ten percent (10%) of the base amount of the contract, unless otherwise approved by designated representatives of the County and Town. The commitment for the expenditures of any contingency funds shall not be made by the Town without the prior written approval of the County Public Works Director. The County shall respond, in writing, within

thirty (30) business days of receiving written requests from the Town to approve the commitment of contingency funds.

Subsequent to the evaluation of bids or proposals by the Town and the Town's determination of the most advantageous bid or proposal, the Town shall provide said evaluation to the County 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 Public Works Director. The County agrees that the selection, retention and discharge of such contractor shall be the responsibility of the Town.

- 1.6. **Claims and Change Orders**: The Town shall notify the County Public Works Director in writing when claims or change orders arise. The Town 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 Town.
- 1.7. **Construction Administration and Inspection**: The Town shall exercise all responsibilities of the owner under the construction contract, including construction administration and inspections. The Town may delegate this function to an authorized agent or Construction Engineering Inspection consultant. The County's inspector shall have an oversight role in the routine daily inspections. In the case of a disagreement over the interpretation of the plans, the County Public Works Director, or their representative, shall have final authority subsequent to an independent final inspection by the County.

The Town's designated representative and the County's designated representative shall jointly perform the inspection of the Project which immediately precedes substantial completion. The Town shall certify upon completion that the Project has been constructed pursuant to the design plans, specifications and approved change orders. Final payment to the Town and obligation of maintenance responsibility to the parties shall be subject to the final acceptance of the Project by the County Public Works Director or designee.

**2. RESPONSIBILITIES OF COUNTY:**

**2.1. Funding Amount, Reimbursement of Project Costs:** The County agrees to provide funds up to \$ 10,231,940 (this amount includes 10% contingency) for eligible costs, as defined herein, incurred by the Town for the design and construction of the Project. The County shall disburse to the Town funds for the Project in the manner set forth in this Section. 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.

**2.2. County Payments of Project Costs:** The County funds provided for eligible costs as defined herein, incurred for the design and construction of the Project are specified below:

<u>Funding Amount</u>	<u>Funding Source</u>	<u>County Fiscal Year of Commitment</u>
\$ 2,695,546	PTP	2010-2011
\$ 7,536,394	PTP	2011-2012

- 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 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 County funds required as stated in Section 2.1, amendments may be executed by the Town Manager and the County Mayor or County Mayor's designee without the need for approval by the Town Council and County Commission. Otherwise, further funding commitments shall be subject to the approvals of the parties' respective governing boards.
- 3. ELIGIBLE COSTS:** The parties agree that only the below identified costs that may be incurred by the Town 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 design and construction of Project elements that are the standard items normally provided for by the County in County roadway construction 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 Town 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, the Town shall furnish the County with a copy of the estimated budget for the Project, and will similarly furnish the County with any and all revisions thereto. At the time of contract award for this Project, the Town shall submit the Estimated Quarterly Construction Payout Schedule for the Project to the County Public Works Director. Quarterly disbursement of County funds to the Town shall be based upon Town invoices with certified copies of paid contractor estimates attached and shall not include any other charges. The quarterly 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. **BUSINESS PROGRAM COMPLIANCE AND OVERSIGHT**: Whenever County funds are used, the Town agrees to comply with applicable County regulations including but not limited to the Community Small Business Enterprise (CSBE) Program, Community Business Enterprise (CBE) Program, the Community Workforce Program (CWP), and the Responsible Wages and Benefits Ordinance

(Ordinance No. 90-143). Specifically, the Town agrees to abide by the applicable contract measure recommendation(s) established by the Department of Business Development Project Worksheet for the participation of specified business entities and/or trades, and for CWP requirements, as administered by the County's Department of Small Business Development (SBD). SBD 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. **CITIZENS' INDEPENDENT TRANSPORTATION TRUST APPROVAL:** Unless waived by action of the County, this Agreement shall only become effective upon approval by the Board of County Commissioners and the Citizens' Independent Transportation Trust (CITT) or, if not approved by the CITT, by the Board of County Commissioners reaffirmance of the award by 2/3 vote of its membership, all pursuant to the applicable ordinance. In the event the Agreement is not approved, the Agreement shall be null and void and be of no force or effect.
8. **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 Town, 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.
9. **INDEMNIFICATION:** To the extent authorized by Florida law, the Town 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 Town, 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 Town 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 Town for its sole negligence or breach of contract.

In the event of breach or non-performance by the persons selected by the Town to perform the work, the Town 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 Town pursues such claims, actions or causes of action through arbitration, administrative proceeding or lawsuit. The Town agrees to cooperate fully with the County in the prosecution of any such claim or action. Any damage recovered by the County which is attributable to an expenditure by the Town shall be returned to the Town by the County, within sixty (60) business days of receipt.

**10. 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.

**11. 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.

**12. 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.

**13. 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 Town 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.

**14. 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: Esther L. Calas, P.E.  
Director, Public Works Department  
Miami-Dade County  
111 NW First Street, Suite 1640  
Miami, Florida 33128  
(305) 375-2960

**To the Town:**

Attention: Rafael Casals  
Director, Public Works Department  
Town of Cutler Bay  
10720 Caribbean Boulevard, Suite 105  
Cutler Bay, Florida 33189  
(305) 234-4262

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: [Signature]  
Deputy Clerk

BY: [Signature]  
County Mayor or County Mayor's Designee

Approved by County Attorney  
as to form and legal sufficiency

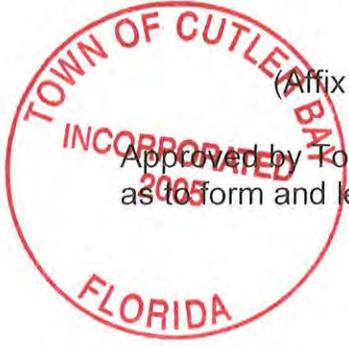
[Signature]  
County Attorney

ATTEST:

TOWN OF CUTLER BAY, a municipal  
corporation of the State of Florida

BY: [Signature]  
Town Clerk

BY: [Signature]  
Steven J. Alexander  
Town Manager



(Affix Town Seal)

Approved by Town Attorney  
as to form and legal sufficiency

[Signature]  
Town Attorney

**RESOLUTION NO. 08-17**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING JOINT PARTICIPATION AGREEMENTS BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF CUTLER BAY RELATING TO ROAD IMPROVEMENT PROJECTS WITHIN THE TOWN; PROVIDING FOR THE APPROVAL OF THE CARIBBEAN BOULEVARD JOINT PARTICIPATION AGREEMENT IN SUBSTANTIALLY THE FORM ATTACHED HERETO AS EXHIBIT "A;" PROVIDING FOR THE APPROVAL OF THE OLD CUTLER ROAD JOINT PARTICIPATION AGREEMENT IN SUBSTANTIALLY THE FORM ATTACHED HERETO AS EXHIBIT "B;" PROVIDING FOR THE AUTHORIZATION OF THE TOWN MANAGER TO ENTER INTO BOTH AGREEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Miami-Dade County (the "County") and the Town of Cutler Bay ( the "Town") both desire to facilitate the construction of road improvements for Caribbean Boulevard and Old Cutler Road; and

**WHEREAS**, in order to further facilitate the construction of the road improvements, the County desires to utilize the resources of the Town to design, contract, construct, and administer both the Caribbean Boulevard and Old Cutler Road construction projects; and

**WHEREAS**, the Town will implement a Public Involvement Plan (PIP) during the design and construction of the Project to provide information to property owners, tenants, and area residents, including but not limited to: public meetings, project documentation and flyers, business signs, directional parking signs, and schedules for major work to be performed in the area. Appropriate investigation of the project stakeholders will be used to develop the goals and objectives to implement this plan; and

**WHEREAS**, the Town agrees to enter into the Caribbean Boulevard Joint Participation Agreement, in substantially the form attached hereto as Exhibit "A" and the Old Cutler Road Joint Participation Agreement, in substantially the form attached hereto as Exhibit "B," subject to the condition that the Town Manager or his designee negotiate a more favorable reimbursement provision in both agreements; and

**WHEREAS**, the Town Council finds that this Resolution is in the best interest and welfare of the residents of the Town.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AS FOLLOWS:**

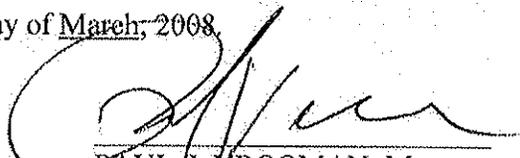
**Section 1. Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

**Section 2. Approval of the Agreements.** The Town Council hereby approves the Caribbean Boulevard Joint Participation Agreement, in substantially the form attached hereto as Exhibit "A" and the Old Cutler Road Joint Participation Agreement, in substantially the form attached hereto as Exhibit "B," subject to the condition that Town Manager or his designee negotiate a more favorable reimbursement provision in both agreements.

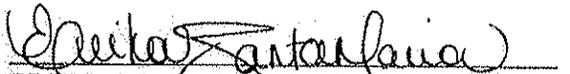
**Section 3. Authorization of the Town Manager.** The Town Manager is authorized to take all action necessary to enter into the Caribbean Boulevard Joint Participation Agreement, in substantially the form attached hereto as Exhibit "A" and the Old Cutler Road Joint Participation Agreement, in substantially the form attached hereto as Exhibit "B," subject to the condition that the Town Manager or his designee negotiate a more favorable reimbursement provision in both agreements.

**Section 4. Effective Date.** This Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this 19<sup>th</sup> day of March, 2008.

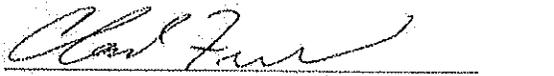
  
PAUL S. VROOMAN, Mayor

Attest:

  
ERIKA GONZALEX-SANTAMARIA, CMC  
Town Clerk



APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE  
SOLE USE OF THE TOWN OF CUTLER BAY:

  
WEISS SEROTA HELFMAN PASTORIZA  
COLE & BONISKE, P.L.  
Town Attorney

Moved by: Councilmember Meerbott  
Seconded by: Councilmember Sochin

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman	<u>YES</u>
Vice Mayor Edward P. MacDougall	<u>YES</u>
Councilmember Peggy R. Bell	<u>YES</u>
Councilmember Timothy J. Meerbott	<u>YES</u>
Councilmember Ernest N. Sochin	<u>YES</u>

**FIRST AMENDMENT TO JOINT PARTICIPATION AGREEMENT FOR  
CARIBBEAN BOULEVARD FROM CORAL SEA ROAD TO SW 87 AVENUE  
BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF CUTLER BAY**

This First Amendment to the Joint Participation Agreement is made and entered into this 30<sup>th</sup> day of June, 2014, by and between the TOWN OF CUTLER BAY, FLORIDA, a municipal corporation of the STATE OF FLORIDA, hereinafter referred to as the "Town", and MIAMI-DADE COUNTY, a political subdivision of the STATE OF FLORIDA, hereinafter referred to as the "County".

**WITNESSETH**

WHEREAS, pursuant to Resolution No. R-353-09, approved by the Board of County Commissioners of Miami-Dade County, Florida, on April 7, 2009, the parties hereto entered into a Joint Participation Agreement (JPA) to facilitate the design and construction of roadway improvements along Caribbean Boulevard from Coral Sea Road to SW 87 Avenue, as more particularly described in the JPA (the "Project"); and

WHEREAS, the Town has requested to extend the current Project limits to include the portion of Caribbean Boulevard from Canal C-100 to Coral Sea Road; and

WHEREAS, based on the bids received by the Town for Caribbean Boulevard from Coral Sea Road to SW 87 Avenue, there will be a surplus of funds from the JPA; and

WHEREAS, the Town has requested to use these surplus funds for the design and construction of Caribbean Boulevard from Canal C-100 to Coral Sea Road; and

WHEREAS, the Town agrees to fund any remaining deficit for the Project,

NOW, THEREFORE, in consideration of the mutual desires of the parties hereto, the following modifications are made to the aforementioned JPA:

1. The first WHEREAS clause is replaced in its entirety with the following:

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

The design and construction of a roadway improvement project along Caribbean Boulevard from Canal C-100 to SW 87 Avenue, which includes the reconstruction of the existing two (2) lanes, with continuous storm drainage, curb and gutter, enhanced lighting, traffic signalization, landscaping, sidewalks, pedestrian crosswalks, bike lanes, bus pullout bays, and intersection improvements; and

2. The following modifications are made to Section 2.2, County Payments of Project Costs:

<u>Funding Amount</u>	<u>Funding Source</u>	<u>Limits</u>	<u>Project Phase</u>	<u>County Fiscal Year of Commitment</u>
\$ 2,695,546	PTP			2010-2011
\$ 7,536,394	PTP			2011-2012
\$ 508,174	PTP	Coral Sea Road to SW 87 Avenue	Design	2010-2011
\$ 2,187,372	PTP	Coral Sea Road to SW 87 Avenue	Construction	2010-2011
\$ 5,599,040	PTP	Coral Sea Road to SW 87 Avenue	Construction	2011-2012
\$ 103,139	PTP	Canal C-100 to Coral Sea Road	Design	2011-2012
\$ 1,834,215	PTP	Canal C-100 to Coral Sea Road	Construction	2011-2012

3. The following is added to the end of Section 3, Eligible Costs:

The Town shall be solely responsible for the maintenance of the items listed below upon construction completion of the Project:

Benches

Trash Receptacles

Bus Shelters

Rock Wall Entrance Signs

Enhanced Landscaping

Colored Concrete Sidewalks

Colored Concrete Crosswalks

In all other respects, except as herein amended, the original JPA shall remain unchanged and in full force and effect.

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

ATTEST:

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

HARVEY RUVIN  
CLERK OF THE BOARD

BY: \_\_\_\_\_

Deputy Clerk

BY: \_\_\_\_\_

County Mayor or County Mayor's Designee

Approved by County Attorney  
as to form and legal sufficiency

County Attorney

ATTEST:

TOWN OF CUTLER BAY, a municipal  
corporation of the State of Florida

BY: \_\_\_\_\_

Debra E. Eastman  
Town Clerk

BY: \_\_\_\_\_

Edward MacDougall  
Mayor

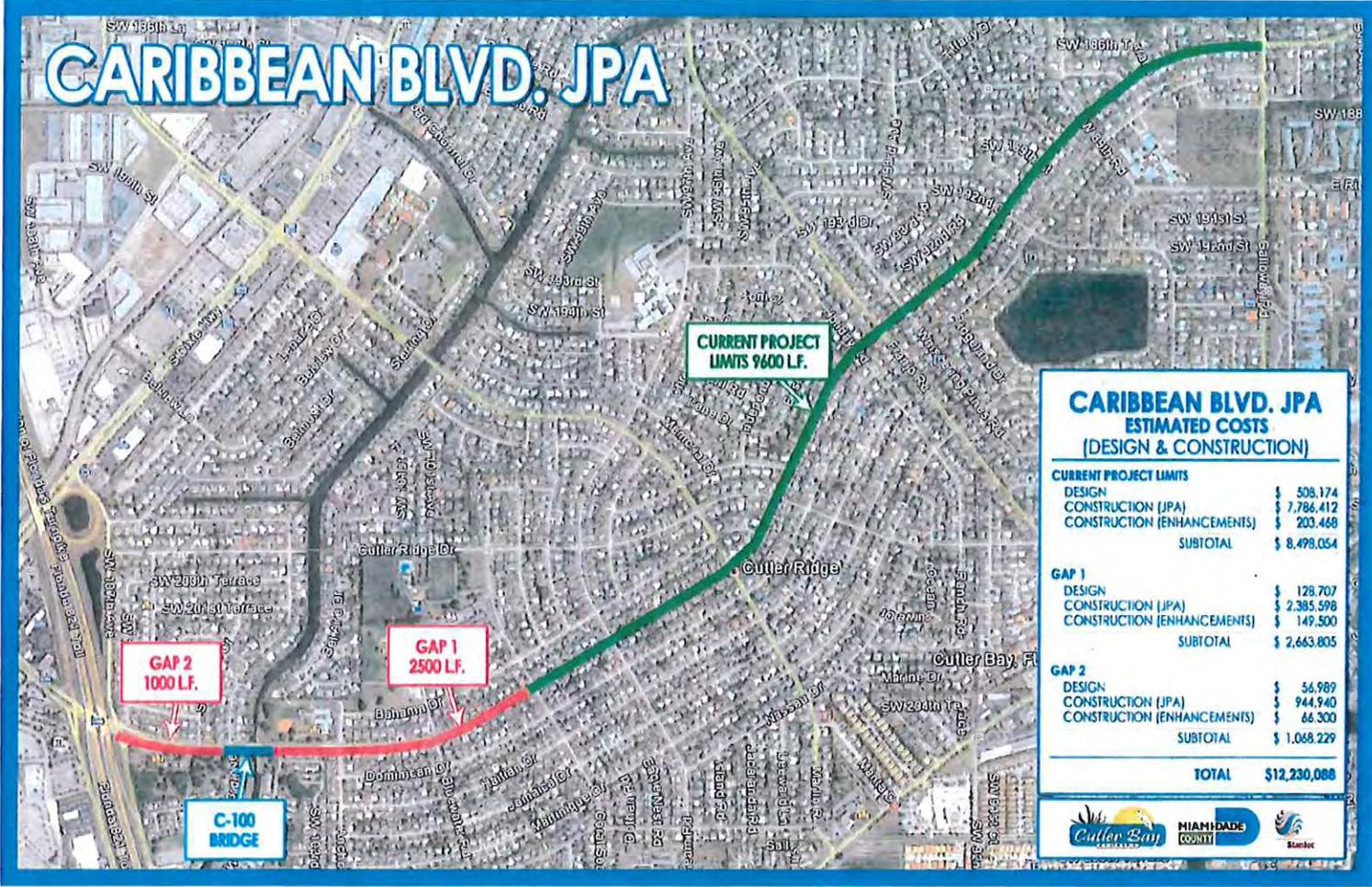
(Affix Town Seal)

TOWN RESOLUTION 13-93

Approved by Town Attorney  
as to form and legal sufficiency

Mitchell A. Bierman

Weiss, Serota, Helfman, Pastoriza,  
Cole & Boniske, P.L.  
Town Attorney



### CARIBBEAN BLVD. JPA ESTIMATED COSTS (DESIGN & CONSTRUCTION)

CURRENT PROJECT LIMITS	
DESIGN	\$ 508,174
CONSTRUCTION (JPA)	\$ 7,786,412
CONSTRUCTION (ENHANCEMENTS)	\$ 203,468
<b>SUBTOTAL</b>	<b>\$ 8,498,054</b>
GAP 1	
DESIGN	\$ 128,707
CONSTRUCTION (JPA)	\$ 2,385,598
CONSTRUCTION (ENHANCEMENTS)	\$ 149,500
<b>SUBTOTAL</b>	<b>\$ 2,663,805</b>
GAP 2	
DESIGN	\$ 56,989
CONSTRUCTION (JPA)	\$ 944,940
CONSTRUCTION (ENHANCEMENTS)	\$ 66,300
<b>SUBTOTAL</b>	<b>\$ 1,068,229</b>
<b>TOTAL</b>	<b>\$12,230,088</b>





**RESOLUTION NO. 13-93**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE JOINT PARTICIPATION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE TOWN RELATING TO THE CARIBBEAN BOULEVARD ROADWAY IMPROVEMENT PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Miami-Dade County (the "County") and the Town of Cutler Bay ( the "Town") both desire to facilitate the construction of road improvement(s) along Caribbean Boulevard; and

**WHEREAS**, in order to further facilitate the construction of the road improvements, the County desires to utilize the resources of the Town to design, contract, construct, and administer the Caribbean Boulevard construction project; and

**WHEREAS**, on March 19, 2008, the Town Council adopted Resolution No. 08-17 authorizing the execution of a Joint Participation Agreement with Miami-Dade County for the roadway improvements along Caribbean Boulevard (from: Coral Sea Road to: SW 87 Avenue); and

**WHEREAS**, the Town desires to perform additional roadway improvements along Caribbean Boulevard from the theoretical C-100 Canal to Coral Sea Road that were excluded from the original Caribbean Boulevard Joint Participation Agreement adopted via Town Resolution No. 08-17; and

**WHEREAS**, the Town will implement a Public Involvement Plan (PIP) during the design and construction of the Project to provide information to property owners, tenants, and area residents, including but not limited to: public meetings, project documentation and flyers, business signs, directional parking signs, and schedules for major work to be performed in the area; and

**WHEREAS**, the Town agrees to enter into the First Amendment of the Caribbean Boulevard Joint Participation Agreement, in substantially the form attached hereto as Exhibit "A"; and

**WHEREAS**, funding for the Project is being provided by the Town's portion of People's Transportation Plan municipal allocation; and

**WHEREAS**, the Town Council finds that this Resolution is in the best interest and welfare of the residents of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AS FOLLOWS:

**Section 1. Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

**Section 2. Adoption of First Amendment to the Caribbean Boulevard Joint Participation Agreement.** The Town Council hereby approves the First Amendment to the Caribbean Boulevard Joint Participation Agreement, in substantially the form attached hereto as Exhibit "A".

**Section 3. Authorization.** The Town Manager is authorized to take any and all steps necessary to execute the required documents associated with the First Amendment to the Caribbean Boulevard Joint Participation Agreement, in substantially the form attached hereto as Exhibit "A".

**Section 4. Effective Date.** This Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this 20<sup>th</sup> day of November, 2013.

Edward P. MacDougall, Mayor

Attest:

Debra E. Eastman, MMC  
Town Clerk



APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE SOLE USE OF THE TOWN OF CUTLER BAY:

WEISS SEROTA HELFMAN PASTORIZA  
COLE & BONISKE, P.L.  
Town Attorney

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE  
I, Debra E. Eastman, Town Clerk of the Town of Cutler Bay, Florida, hereby certify that the attached is a true and correct copy of Res. 13-93 as shown in the records of the Town on file in the office of the Town Clerk.

Witness my hand and corporate seal of the Town of Cutler Bay, FL, this 24<sup>th</sup> day of February, 2014.  
  
Debra E. Eastman, Town Clerk

Moved by: Council Member Mixon  
Seconded by: Council Member Sochin

FINAL VOTE AT ADOPTION:

Mayor Edward P. MacDougall	yes
Vice Mayor Ernest N. Sochin	yes
Council Member Peggy R. Bell	yes
Council Member Sue Ellen Loyzelle	yes
Council Member Mary Ann Mixon	yes