

CITY OF CORAL GABLES, FLORIDA

RESOLUTION NO. 2007-186

A RESOLUTION AUTHORIZING THE CITY MANAGER TO AMEND THE JOINT PARTICIPATION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF CORAL GABLES FOR DISBURSEMENT OF ROAD IMPACT FEE FUNDS TO THE CITY, APPROVED BY THE CITY COMMISSION ON APRIL 27, 2004 FOR THE DESIGN AND CONSTRUCTION OF THREE ROUNDABOUTS AT THE INTERSECTIONS OF CORAL WAY AND SEGOVIA STREET, BLUE ROAD AND SAN AMARO DRIVE, AND BLUE ROAD AND ALHAMBRA CIRCLE, IN THE CITY OF CORAL GABLES, FLORIDA.

BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CORAL GABLES:

**SECTION 1.** That the original Joint Participation Agreement executed by the Miami-Dade County to disburse Road Impact Fee funds to the City of Coral Gables for the design and construction of three roundabouts at the intersections of Coral Way and Segovia Street, Blue Road and San Amaro Drive, and Blue Road and Alhambra Circle in the City of Coral Gables, Florida needs to be amended to show the new costs for these roundabouts.

**SECTION 2.** That the City Manager is authorized to execute the amendment to said Joint Participation Agreement between Miami-Dade County and the City of Coral Gables.

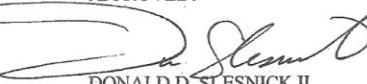
**SECTION 3.** That the amended executed JPA (Joint Participation Agreement) shall be made a part of this Resolution and be kept on file in the office of the City Clerk.

**SECTION 4.** That this Resolution shall become effective upon the date of its passage and adoption herein.

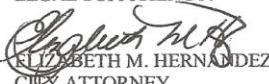
PASSED AND ADOPTED THIS TWENTY-EIGHTH DAY OF AUGUST, 2007, A.D., 2007.

(Moved: Cabrera/ Seconded: Kerdyk)  
(Yea: Kerdyk, Withers, Anderson, Cabrera, Slesnick)  
(Unanimous: 5-0 Vote)  
(Agenda Item: C-2)

APPROVED:

  
DONALD D. SLESNICK II  
MAYOR

ATTEST:  
  
WALTER J. POEMAN  
CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:  
  
ELIZABETH M. HERNANDEZ  
CITY ATTORNEY

FIRST AMENDMENT TO AGREEMENT BETWEEN MIAMI-DADE COUNTY  
AND THE CITY OF CORAL GABLES

This First Amendment to Agreement is made and entered into this 28<sup>th</sup> day of December, 2007, by and between Miami-Dade County, a political subdivision of the State of Florida, herein referred to as the "County", and the City of Coral Gables, a political subdivision of the State of Florida, herein referred to as the "City".

WITNESSETH

WHEREAS, pursuant to Resolution No. R-890-04, approved by the Board of County Commissioners of Miami-Dade County, Florida, on July 13, 2004, the parties hereto entered into an Agreement to facilitate the construction of road improvement projects in Miami-Dade County, (the "Agreement") including three roundabouts proposed to be constructed at the intersections of Coral Way and Segovia Street, Blue Road and San Amaro Drive, and Blue Road and Alhambra Circle in Coral Gables, Miami-Dade County, as more particularly described in the Agreement (the "Projects"); and

WHEREAS, the City has requested that changes be made in the allocation and amount of funding for the roundabouts in the Projects, and

WHEREAS, the City has completed the design plans for the roundabouts at its own expense, and

WHEREAS, the estimated cost of constructing these roundabouts has increased since the initial construction cost estimate was made over three years ago;

the extension of unit-prices provided in connection with prior competitive bid awards. Regardless of which methodology is used, the City shall at all times maintain separate accounting for the costs of the Projects so those costs may be independently verified and audited by the County.

Notwithstanding any provision to the contrary, the City shall comply with all applicable County contract compliance and oversight measures relating to the expenditure of County funds, in accordance with Section 15 of this Agreement. Prior to the advertisement to solicit a licensed contractor to construct the Project, the City will contact the County's Public Works Contracts and Specifications Section to ensure this compliance.

The construction contracts shall also contain a requirement that the contractor provide a payment and performance bond at least in the amount and form required by law naming the County and City as joint obliges or joint contracting public entities. The construction contracts 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.

Subsequent to the evaluation of bids or proposals by the City and the City's determination of the most advantageous bid or proposal, the City shall provide said evaluation to the County's Director of Public Works for approval. The County will not unreasonably withhold or delay its approval. Final commitment of County funds for the Projects, shall occur upon approval of the contract award recommendations by the Public Works Director.

Section 5. County Payments of Project Costs. The County shall disburse to the City funds for the design and construction and inspection of the Projects in the manner set forth in this Section.

The City will send invoices to the County for reimbursement of payment for all covered analysis, designs or construction. The County shall review and approve or take other appropriate action upon the City's submittals forwarded to the City by the design professionals or construction contractors. The County will not consider the reimbursement of submittals for areas not covered by the scope of work defined in this Agreement, at variance with standard COUNTY design criteria, or tasks performed before the date of execution of this Agreement. The County will limit its reimbursements to providing the cost of standard improvements normally provided by the County in its projects.

The parties further agree that eligible costs will not include fees for construction management, construction inspections, and project management.

For the purposes of this Agreement, reimbursable project elements shall be designated as set forth below:

**Ponce de Leon Boulevard from Almeria Avenue to SW 8<sup>th</sup> Street** – Design from Alcazar Avenue to SW 8<sup>th</sup> Street and Construction from Almeria Avenue to Alcazar Avenue of raised center median with addition of left turn bays along the entire corridor; conversion of angle parking to parallel parking on a portion of the corridor between Alcazar Avenue and SW 8<sup>th</sup> Street; and the reduction of lanes from 6 to 4 on a portion of the corridor between Almeria Avenue and Alcazar Avenue.

**Coral Way and Segovia Street, Blue Road and San Amaro Drive, and Blue Road and Alhambra Circle** – Traffic Studies (Required). Design and Construction of roundabouts, upon approval by the County of the Traffic Studies substantiating that these enhancements will achieve additional roadway capacity improvements.

The amounts shown below are based on the current estimated costs of the Projects. 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 Projects. Provided that there is no increase in the amount of County funds required, such amendments may be executed by the City and County Managers without the need for approval by the City and County Commissions.

The County shall disburse to the City for design and construction of the Project the following amounts as specified below:

<u>Project</u>	<u>Study and Design Costs</u>	<u>Construction Costs</u>	<u>Funding Source</u>	<u>County Fiscal Year of Commitment</u>
Ponce de Leon Boulevard from Almeria Avenue to Alcazar Avenue Improvements		\$1,000,000 (Construction Only)	Road Impact Fees	2003-04
Ponce de Leon Boulevard from Alcazar Avenue to SW 8 <sup>th</sup> Street Improvements	\$250,000 (Design Only)		Road Impact Fees	2003-04
Coral Way and Segovia Street, Blue Read and San Amaro Drive, and Blue Read and Alhambra Circle Roundabouts	\$151,500	\$300,000	Road Impact Fees	2003-04
<u>Coral Way and Segovia Street Roundabout</u>		\$602,000	Road Impact Fees	<u>2006-07</u>
<u>Blue Road and San Amaro Drive Roundabout</u>		\$125,000	Road Impact Fees	<u>2006-07</u>
<u>Blue Road and Alhambra Circle Roundabout</u>		\$125,000	Road Impact Fees	<u>2006-07</u>

At the time of contract award for this Project, the City shall submit the Estimated Quarterly Construction Payout Schedule for the Projects to the County Public Works Director. Quarterly disbursement of County funds to the City shall be based upon City invoices with certified copies of paid contractor estimates attached and shall not include any other charges.

Section 9. Maintenance Responsibilities. Upon completion of the Projects, the parties will assume maintenance responsibilities as set forth below:

**Ponce de Leon Boulevard from Almeria Avenue to SW 8<sup>th</sup> Street Improvements:**

<u>Maintenance Responsibility</u> by Miami-Dade County	<u>Maintenance Responsibility</u> by the City of Coral Gables (Any additional or non-standard items constructed)
Signalization – County Standard Design	Asphaltic Concrete
Pavement Markings	Sidewalks
Traffic Signage	Concrete curb and Gutter Drainage Facilities Signalization – Non-County Standard Design Street Lighting Landscaping Irrigation

**Coral Way and Segovia Street, Blue Road and San Amaro Drive, and Blue Road and Alhambra Circle Roundabouts:**

<u>Maintenance Responsibility</u> by Miami-Dade County	<u>Maintenance Responsibility</u> by the City of Coral Gables (Any additional or non-standard items constructed)
Asphaltic Concrete – County Standard (only within Roundabouts, on Blue Road and on Coral Way)	Asphaltic Concrete (on remaining Streets) Landscaping
Sidewalks (only within Roundabouts, on Blue Road and on Coral Way)	Sidewalks
Concrete curb and Gutter (only within Roundabouts, on Blue Road and	Concrete curb and Gutter Irrigation Pavers or other non-standard pavement <u>Street Lighting</u>

on Coral Way)  
Signalization  
Pavement Markings  
Traffic Signage

Landscape Lighting

Section 10. 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: Aristides Rivera, P.E., P.L.S. Esther L. Calas, P.E.  
Director, Public Works Department  
Miami-Dade County  
111 N. W. 1<sup>st</sup> Street, Suite 1640  
Miami, Florida 33128  
(305) 375-2960

To the City:

Attention: Mr. Alberto Delgado, P.E.  
Director, Public Works Department  
City of Coral Gables  
285 Aragon Avenue2800 S.W. 72<sup>nd</sup> Avenue  
Coral Gables, Florida 33134 Miami, Florida 33155  
(305) 460-5001

Section 15. Business Program Compliance and Oversight: Whenever County funds are used for work performed which is funded under this Amendment the City 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, and the Responsible Wages and Benefits Ordinance (Ordinance No. 90-143). Specifically, City agrees to abide by the goals for the

participation of specified business entities and/or trades, and for Community Workforce employment, as approved by the Business Development Review Committee and administered by the County's Department of Business Development ("DBD"). The DBD shall have the right to oversee and ensure compliance with the goals established, including but not limited to, the right to audit and to require reports and documentation related to the Program goals.

Section 16. Public Information and Involvement: The City 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. The City 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.

In all other respects, except as herein amended, the original Agreement 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

BY: Alfredo H. Bustamante  
County Mayor or His Designee

Approved by County Attorney  
as to form and legal sufficiency 1807

ATTEST:

BY:

Walter J. Foeman  
City Clerk

CITY OF CORAL GABLES, a municipal  
corporation of the State of Florida

BY: David L. Brown  
City Manager

(Affix City Seal)

Approved by City Attorney  
as to form and legal sufficiency       

