

Business Operations
Ofelia San Pedro, Deputy Superintendent

**SUBJECT: AUTHORIZATION TO ENTER INTO A JOINT PARTICIPATION AGREEMENT WITH THE MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY TO CONSTRUCT A PORTION OF THE MUNICIPAL WATER AND SEWER LINES TO SERVICE THE CENTRAL WEST TRANSPORTATION FACILITY, LOCATED AT 13775 NW 6 STREET
PROJECT NO. A0804**

COMMITTEE: FACILITIES MANAGEMENT

Background

The District uses the Central West Transportation Facility, located at 13775 NW 6 Street, as a transportation and vehicle maintenance facility. At this time, the facility is served by an on-site drinking well and a septic tank, which is in violation of the Miami-Dade County code. The Miami-Dade County Environmental Quality Board (EQCB) has granted to the District an extension for connection to the municipal water and sewer lines at NW 6 Street and NW 136 Avenue, until May of 2006.

As the Board may recall, the Miami-Dade County Expressway Authority (MDX) is currently expanding State Road 836, from the Florida Turnpike west to NW 137 Avenue. A portion of the expansion project, which will involve construction of NW 137 Avenue adjacent to the Central West Transportation Facility, is scheduled to start in the very near future. Once construction is completed, the District will be prohibited from cutting NW 137 Avenue to install the necessary water and sewer connections for at least five years, which will be beyond the EQCB deadline of May 2006 referenced above. To eliminate this problem, MDX has agreed to undertake the referenced water and sewer connections, in conjunction with its construction of NW 137 Avenue (see location map), which will require a Joint Participation Agreement (Agreement) between the Board and MDX. The balance of the connection of the water and sewer lines at NW 135 Avenue, will be accomplished by the District as part of a funded project to replace the Central West Transportation Facility and for which a Design Criteria Professional was commissioned by the Board at its October 2004 meeting.

Additional Information

Terms and conditions of the proposed Agreement are substantially, as follows:

- MDX will construct a portion of a 16" water main (approximately 920 linear feet), 16" sewer force main (approximately 200 linear feet) and other associated appurtenances under NW 137 Avenue/NW 6 Street, adjacent to the Central West Transportation Facility. The water and sewer pipes shall be plugged at each end,

until such time as the balance of the water/sewer line installation is completed by the District as part of a future project. All MDX work will be done in conformance with District criteria;

- Prior to the commencement of the work, MDX will furnish the District with a construction schedule, showing the proposed commencement and completion dates for the work. MDX shall make every effort to expedite commencement of the work and, once begun, shall complete same without unreasonable delay;
- Upon completion of the work by MDX and receipt of an invoice, the District shall reimburse MDX in an amount not to exceed \$ 352,764. The District shall have the right, at its sole discretion, to inspect the work prior to initiating said payment. The District shall reimburse MDX within 60 days of receipt of MDX'S invoice, all required backup documentation, including a Final Certificate of Completion and Acceptance of the work by the Miami-Dade County Water and Sewer Authority, and any other documentation as may reasonably be required by the District;
- MDX agrees to keep complete records and accounts, in order to record all costs, expenditures, and other items incidental to the provision of services. Such records shall be made available to the District for audit purposes;
- The parties agree that the District shall not be responsible for any claims or additional costs associated with the construction of the work, except in the event MDX receives any claims for unforeseen conditions for the work, and the Board authorized said additional costs;
- In the event of dispute between the parties, each party shall bear its own costs and expenditures including but not limited to attorney's fees, incurred in any action to enforce the Agreement;
- Subsequent to final acceptance of the work by the District and payment to MDX, the Board shall assume ownership of the improvements. Once the District completes the construction of the balance of the water and sewer lines extending them to the point of connection at NW 135th Avenue, the entire off-site water and sewer installation will be conveyed to the Miami-Dade County Water and Sewer Department (WASD);
- MDX shall obtain all permits necessary for the work, including approval from WASD;
- Subject to the limitations of Section 768.28, Florida Statutes, MDX will indemnify the Board against any and all claims, liabilities, losses and causes of action, which may arise as a result of the sole negligent performance, or failure of performance by MDX or its contractor;
- Subject to the limitations of Section 768.28, Florida Statutes, the Board will indemnify MDX against any and all claims, liabilities, losses and causes of action, which may arise as a result of the sole negligent performance, or failure of performance by the Board;

- MDX shall cause its contractor to indemnify, defend and hold harmless the Board from any liability or damages, and to name the Board as an additional insured with respect to any liability policies provided to MDX in connection with the work;
- The Agreement may be cancelled by either party only in the event of default by the other party, which default is not cured;
- This Agreement shall commence upon the execution of the Agreement by the Board and MDX, and shall terminate upon acceptance of the work by the District or one year, whichever occurs first; and
- The Superintendent of Schools shall be the party designated by the Board to grant or deny all approvals required by this Agreement, or to cancel this Agreement.

Funding for this work is available as part of the Central West Transportation Facility capital project budget, A0804.

The proposed Agreement will be reviewed by the School Board Attorney's Office and the Office of Risk and Benefits Management prior to execution. The District's Office of School Facilities recommends entering into this Joint Participation Agreement.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, authorize the Superintendent or his designee to execute a Joint Participation Agreement with the Miami-Dade County Expressway Authority for the construction of a portion of the municipal water and sewer lines required to service the Central West Transportation Facility, located at 13775 NW 6 Street, substantially in accordance with the terms and conditions outlined above, and in an amount not to exceed \$352,764.

VGv:mo

LOCATION MAP

