

July 8, 2002

Facilities Planning  
Ana Rijo-Conde, AICP, Administrative Director

**SUBJECT: AUTHORIZATION FOR THE SUPERINTENDENT TO EXECUTE A JOINT PARTICIPATION AGREEMENT WITH THE VILLAGE OF KEY BISCAZYNE FOR THE INSTALLATION OF AN EIGHT (8) INCH SANITARY SEWER FORCE MAIN IN CONNECTION WITH THE PROPOSED ADDITION AT KEY BISCAZYNE ELEMENTARY SCHOOL**

Miami-Dade County Public Schools (School District), pursuant to Section 235.193, F.S., is required to provide site plans for review by the appropriate local government having jurisdiction, in connection with proposed new and expanded K-8 educational facilities (see attached location map). In addition, as part of its plan review process, the Miami-Dade County Water and Sewer Department (WASD) is requiring the installation of an eight (8) inch sanitary sewer force main to serve the School.

REVISED

Currently, The Village of Key Biscayne (Village) is completing street improvements in the area and has offered to provide assistance to the School District for the design, installation and permitting of the required sanitary force main.

The School District and the Village have agreed to terms and conditions of a Joint Participation Agreement (Agreement) (see Attachment "A"), subject to consideration and approval by the School Board and the Village Council. The terms and conditions are substantially as follows:

- The Village will utilize one of its current contractors to install the eight (8) inch sanitary sewer force main necessary to meet the conditions set forth by WASD.
- The Village will install, permit and convey to WASD the eight (8) inch sanitary sewer force main on McIntyre Street from the School property line to Crandon Boulevard with a temporary cap at the school property line and a wet tap to the existing twelve (12) inch sanitary sewer force main on Crandon Boulevard.
- The School District will reimburse the Village for all direct costs incurred with the overall work for the project. The Village must provide a written proposal for such work, the appropriate inspection documentation and final certification.
- The Village will indemnify the School 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 of the Village.

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- In the event of any dispute between parties as to this Agreement, each party shall bear its own costs and expenditures including, but not limited to, attorney's fees.
- This Agreement shall be in effect for one (1) year commencing upon the execution of the Agreement by the School Board and Village and terminating upon acceptance of the work by the School Board and WASD.
- The amount of work stipulated under this Agreement shall not exceed \$171,697.90. Funding for this contract is available from the specific capital project budget.

REVISED

The proposed Agreement has been reviewed by the School Board Attorney's Office and the Office of Risk and Benefits Management. The Bureau of Facilities Design and Construction, Office of Capital Construction Compliance and the Department of Safety, Environment and Hazard Management are in agreement with the proposed Agreement.

A copy of the proposed Agreement will be placed on file in the Citizen Information Center and the Recording Secretary's Office.

**RECOMMENDED:**

That the School Board of Miami-Dade County, Florida authorize a Joint Participation Agreement with The Village of Key Biscayne for the design, installation, permitting and conveyance to the Miami-Dade County Water and Sewer Department of an eight (8) inch sanitary sewer force main to serve Key Biscayne Elementary School, for an amount not to exceed \$171,697.90, and for a term not to exceed one (1) year from the effective date of this Agreement.

REVISED

VGv:hf

# ATTACHMENT A

## JOINT PARTICIPATION AGREEMENT BETWEEN THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA AND THE VILLAGE OF KEY BISCAYNE FOR THE INSTALLATION OF AN EIGHT (8) INCH SANITARY SEWER FORCE MAIN IN CONNECTION WITH THE PROPOSED ADDITION AT KEY BISCAYNE ELEMENTARY SCHOOL

THIS AGREEMENT, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002 by the VILLAGE OF KEY BISCAYNE, a political subdivision of the State of Florida, whose address is 85 W. McIntyre Street, Key Biscayne, Florida 33149, hereinafter referred to as "VILLAGE", and THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a body corporate and politic, incorporated and existing under the laws of the State of Florida, whose address is 1450 N.E. 2 Avenue, Room 525, Miami, Florida 33132, hereinafter referred to as the "SCHOOL BOARD".

### WITNESSETH

WHEREAS, the SCHOOL BOARD owns the property known as Key Biscayne Elementary School located at 150 West McIntyre Street; and,

WHEREAS, the SCHOOL BOARD desires Water and Sewer services to be rendered to said property owned by the SCHOOL BOARD, including any additions thereto; and

WHEREAS, the SCHOOL BOARD, Pursuant to §235.193 Florida Statute, is required to provide to the VILLAGE site plans for proposed educational facilities for review by the VILLAGE; and,

WHEREAS, the determination by Miami-Dade County Water and Sewer Department hereinafter referred to as "WASD" pursuant to the plan review process

requires the installation of an eight (8) inch sanitary sewer force main to serve Key Biscayne Elementary School; and

**WHEREAS**, both the SCHOOL BOARD and the VILLAGE concur that the VILLAGE has the means, through the VILLAGE'S contractors, to provide assistance to the SCHOOL BOARD for the permitting, installation and conveyance to WASD of the eight (8) inch sanitary sewer force main on McIntyre Street from the Key Biscayne Elementary School Property line to Crandon Boulevard with a temporary cap at the school property line and a wet tap to the existing twelve (12) inch sanitary sewer force main on Crandon Boulevard (the "Project") (see attached Exhibit "A"); and,

**WHEREAS**, the VILLAGE must enter into an agreement with WASD for sanitary sewage facilities making the SCHOOL BOARD the sole beneficiary of collected connection charges by the County to any other party other than the SCHOOL BOARD in the future at the terms negotiated by the SCHOOL BOARD and WASD; and,

**WHEREAS**, both the SCHOOL BOARD and the VILLAGE desire to have the construction of this Project can be installed through the utilization of the VILLAGE'S Civic Center contractors; and,

**WHEREAS**, the VILLAGE has authorized the execution of this Agreement by the adoption of Resolution \_\_\_\_\_, at its meeting of July 23, 2002; and,

**WHEREAS**, the SCHOOL BOARD has authorized the execution of this Agreement in accordance with Board Item No. \_\_\_\_\_, at its meeting of July 10, 2002.

**NOW THEREFORE**, in consideration of the promises and the covenants contained herein, the VILLAGE and the SCHOOL BOARD agree:

1. That an eight inch sanitary sewer force main is required to be provided by the SCHOOL BOARD pursuant to the plan review process of WASD to serve Key Biscayne Elementary School.
2. That the VILLAGE is in the process of constructing roadway improvements and underground utilities for the Key Biscayne Civic Center located at McIntyre Street between Fernwood Road and Crandon Boulevard and has determined that it would be economically beneficial to the SCHOOL BOARD for the VILLAGE to have VILLAGE's contractors install the eight (8) inch sanitary sewer force main required to service the SCHOOL BOARD's Key Biscayne Elementary School. The VILLAGE has agreed to submit to the SCHOOL BOARD a written proposal for such project through one of its available VILLAGE Civic Center contractors.
3. The SCHOOL BOARD will determine whether the contractor's proposal submitted by the VILLAGE is acceptable. Upon acceptance, the SCHOOL BOARD will authorize the VILLAGE to direct the VILLAGE's contractor to proceed with the work. The Superintendent of Schools or his designee shall provide the index budget code guaranteeing the funding source and authorization in writing to the VILLAGE to proceed with the work. The VILLAGE shall not authorize its contractor to undertake any work prior to receiving said authorization. Once the SCHOOL BOARD accepts the proposal, or authorizes the work to proceed, SCHOOL BOARD shall be solely responsible for all costs of the project and shall be liable to VILLAGE for all of VILLAGE's costs for the Project.

4. Upon receipt of written authorization from the SCHOOL BOARD, the VILLAGE shall authorize its contractor to undertake the work and to complete the Project.
5. Prior to commencement of the work, the VILLAGE will furnish the SCHOOL BOARD with a construction schedule from VILLAGE's contractor.
6. Upon completion of the Project, the VILLAGE will bill the SCHOOL BOARD for all direct costs incurred with the overall work for the Project and the SCHOOL BOARD shall promptly reimburse the VILLAGE for all such costs. Such bill shall not exceed the amount for work identified in the proposal, absent written authorization from the SCHOOL BOARD. In the event the bill exceeds the amount of work identified in the proposal then the SCHOOL BOARD shall not be obligated to pay for such excess work. The SCHOOL BOARD shall reimburse VILLAGE within sixty (60) days of receipt of VILLAGE's bill.
7. Upon completion of construction of the referenced work and the issuance of a Final Certificate of Completion by the VILLAGE, the SCHOOL BOARD shall reimburse the VILLAGE for the full amount of the actual payment made by the VILLAGE to the VILLAGE's contractor.
8. The VILLAGE 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 SCHOOL BOARD for audit purposes.

9. Subsequent to the SCHOOL BOARD providing authorization to proceed, any request for additional work that will increase the cost of the proposal shall be approved in writing by the SCHOOL BOARD prior to execution by the VILLAGE. Upon completion of all original and additional work, final costs will be documented and certified by the VILLAGE, and upon approval, the SCHOOL BOARD's financial participation and disbursement of funds will be adjusted accordingly.
10. The VILLAGE shall cause all contractors performing the construction pursuant to this Agreement to coordinate the work with the designated SCHOOL BOARD representative in such a manner as to minimize interference with ingress and egress or any other construction activity at Key Biscayne Elementary School and shall cause any contractor performing any work pursuant to this Agreement to be responsible for all safety precautions and programs required in connection with the work.
11. The VILLAGE and its contractors shall not discriminate on the basis of race, age, color, national origin, sex, or sexual orientation in the award and performance of contracts and the selection of applicants for employment in connection with the carrying out any contracts hereunder.
12. The term of the Agreement shall be in effect upon execution of this Agreement by both parties and will terminate upon acceptance of the work by the District and WASD, which term shall not exceed one (1) year from the effective date of this Agreement.

13. The total amount of work that is authorized shall not exceed the amount of \$171,697.90 for the term of this Agreement.
14. The VILLAGE, does hereby agree, to the extent and within the limitations of Section 768.28, Florida Statutes, to hold harmless, indemnify and defend the SCHOOL 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 of the VILLAGE. However, nothing herein shall be deemed to indemnify the SCHOOL BOARD as to any liability or claim arising out of the negligent performance or failure of performance of the SCHOOL BOARD or any unrelated third party.
15. This Agreement is made and entered in the State of Florida and shall in all respects be interpreted, enforced and governed in and under the laws of Florida. The language and all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for or against any parties. If any provision of this Agreement is determined by a Court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will continue in full force and effect notwithstanding.
16. In the event of any dispute between the parties as to this Agreement, each party shall bear its own costs and expenditures including but not limited to attorney's fees, incurred in any action to enforce this Agreement.





Signed, witnessed, executed and acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

Witnesses:

Village of Key Biscayne

Sign \_\_\_\_\_

Print \_\_\_\_\_

\_\_\_\_\_  
Village Manager

Attest: \_\_\_\_\_ Print

Sign \_\_\_\_\_

By: \_\_\_\_\_  
Village Clerk

Print \_\_\_\_\_  
Approved as to Legal Sufficiency:

\_\_\_\_\_  
Village Attorney

STATE OF FLORIDA)

COUNTY OF DADE )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by \_\_\_\_\_, who are personally known to me or who have produced \_\_\_\_\_ as identification and who did take an oath.

NOTARY PUBLIC

Sign \_\_\_\_\_

Print \_\_\_\_\_

State of Florida at Large (Seal)  
My commission expires:



# EXHIBIT A

James A. Cummings, Inc  
3575 Northwest 53rd Street  
Fort Lauderdale, FL 33309

Phone: 954-733-4211  
Fax: 954-485-9688

Website:  
[www.jamesacummings.com](http://www.jamesacummings.com)

June 20, 2002

VILLAGE OF KEY BISCAIYNE  
Department of Building, Zoning and Planning  
85 West McIntyre Street  
Key Biscayne, FL 33149

TRANSMITTED VIA FAX & USPS

ATTN: Mr. Jud Kurlancheek, Director  
RE: KEY BISCAIYNE FIRE STATION, POLICE STATION & ADMIN. BUILDINGS  
REQUEST FOR CHANGE ORDER  
STATE SCHOOL "FF" SANITARY SEWER FORCE MAIN

Dear Mr. Kurlancheek:

This is issued following our May 28, 2002 letter to your office regarding additional work for the State School "FF" sanitary sewer force main. Per your request, we have modified the proposal for this work in accordance with our June 13, 2002 meeting with Miami Dade County Public Schools. We hereby offer three (3) separate proposals for this work, as outlined below:

- |   |          |
|---|----------|
| (1) <u>Force Main Fernwood East</u>   | \$48,635 |
| Includes force main from Fernwood Road 8" cap east to existing 12" force main at Crandon Boulevard. Proposal includes dewatering. |          |
| (2) <u>Force Main Fernwood West</u>   | \$72,129 |
| Includes force main from Fernwood Road 8" cap west to lift station (by others) at School "FF". Proposal includes dewatering.      |          |
| (3) <u>Repave Intersection at Crandon Boulevard and McIntyre Road</u>   | \$35,325 |
| Includes repaving of intersection, including signalization loop repair.   |          |

To accomplish all three portions of this work, an additive change order in the amount of \$156,089 is required. Please see attached summary form and quotations for a recapitulation of this amount.

Be advised that this proposal is limited to the force main work depicted on drawings C1.1.01 and C1.1.02 [Revision 1, dated 09-25-02]. The proposed amount for "Fernwood East" is contingent upon being provided the ability to install the force main concurrent with other site infrastructure work at McIntyre Road. Per request from MCDPS, the proposal for work west of Fernwood Road includes consideration for performing this work during summer 2002. Note that the subcontractor quotations include provisions for dewatering, costs for which were not included in previous proposals.

Mr. Jud Kurlancheck  
STATE SCHOOL "FF" FORCE MAIN  
June 20, 2002

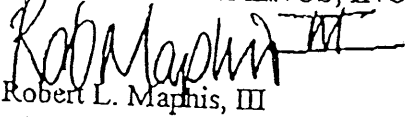
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James A. Cummings, Inc. reserves its right to request compensation for costs and a time extension which may result from this change. These costs may include, but are not limited to, compensation for a time extension including jobsite and home office overhead and related costs, loss of labor efficiency, escalation costs and subcontractor claims. These costs and required extension to the project schedule are not discernable at this time; once these impacts become apparent, we will advise you accordingly.

Please telephone me at (954) 733-4211 if there are any questions or comments regarding this pending change.

Sincerely,

JAMES A. CUMMINGS, INC.



Robert L. Maphis, III  
Vice President of Operations

Cc: Octavio Suarez, MIAMI-DADE COUNTY PUBLIC SCHOOLS via fax (305-995-4599)  
Ralph Martinecz, DMS via fax (813-233-3326)  
Roberto Lage, SPILLIS CANDELA DMJM via fax (305-444-3580)  
Rick Derrer  
Mike Lanciault  
Alan Rosenblum  
Frank Sedmak  
Rand Eachus  
FILE

**MEGATRAN**

**EXHIBIT "A"  
 UNIT PRICE SCHEDULE**

James A. Cummings  
 Key Biscayne  
 Community School  
 West of Fernwood

No.	Description	Qty	Unit	Price	Amount
<b>A. Sewer System</b>					
1.	18" DIP Epoxy coated	404	LF	\$33.26	\$13,440.00
2.	8" Plug	2	LF	\$275.34	\$550.00
3.	45 Degree Bends	12	EA	\$322.77	\$3,870.00
4.	8" Plug Valve	1	EA	\$1,358.07	\$1,360.00
5.	8"x8" T	1	EA	\$520.32	\$520.00
6.	Accessories	1	LS	\$552.40	\$550.00
7.	Trench Asphalt Patching. Final restoration is not included. Full Intersection restoration of Crandom Blvd is not included.	1	LS	\$4,963.14	\$4,960.00
8.	Fill Hauling	27	CY	\$11.70	\$320.00
9.	MOT (does not included police officer)	1	LS	\$982.80	\$980.00
10.	Dewatering	1	LS	\$9,873.00	\$9,870.00
11.	Survey (Layout) & As-built	1	LS	\$3,369.60	\$3,370.00
12.	Sidewalk or Landscaping restoration is not included				
<b>TOTAL:</b>					<b>\$39,790.00</b>
<b>Contract Summary</b>					
<b>II DRAINAGE, WATER &amp; SEWER</b>					
<b>A. Sewer System</b>					
					<b>\$39,790.00</b>
<b>B. Crandom Blvd - McIntire Intersection</b>					
<b>TOTAL:</b>					<b>\$39,790.00</b>
<b>Performance Bond:</b>					<b>\$477.48</b>
<b>Grand Total:</b>					<b>\$40,267.48</b>





**MEGATRAIN**

**EXHIBIT "A"  
UNIT PRICE SCHEDULE**

James A. Cummings  
Key Biscayne  
Community School

No.	Description	Qty	Unit	Price	Amount
<b>A. Sewer System</b>					
1.	8" DIP Epoxy coated	550	LF	\$33.26	\$18,290.00
2.	8" Plug	2	LF	\$275.34	\$550.00
3.	45 Degree Bends	8	EA	\$322.77	\$2,580.00
4.	8" Plug Valve	1	EA	\$1,358.07	\$1,360.00
5.	8"x8" T	1	EA	\$520.32	\$520.00
6.	12"x8" Tapping Sleeve, Valve & Valve Box	1	EA	\$5,082.14	\$5,080.00
8.	Accessories	1	LS	\$552.40	\$550.00
9.	Trench Asphalt Patching. Final restoration is not included. Full intersection restoration of Crandon Blvd is not included.	1	LS	\$11,719.89	\$11,720.00
10.	Fill Hauling	37	CY	\$11.70	\$430.00
11.	MOT (does not included police officer)	1	LS	\$982.80	\$980.00
12.	Dewatering	1	LS	\$11,496.60	\$11,500.00
13.	Survey (Layout) & As-built	1	LS	\$3,744.00	\$3,740.00
14.	Sidewalk or Landscaping restoration is not included				
<b>TOTAL:</b>					<b>\$57,300.00</b>
<del><b>B. Crandon Blvd - Mcynlre Intersection</b></del>					
<del>1. Complete milling &amp; 4" Overlay mix type S-III</del>					
<del>2. Signalation Loop repair</del>					
<del>3. Stripping as existing with temporary and thermoplastic paint</del>					
<del>4. MOT (night time, off duty police officer not included)</del>					
<del><b>TOTAL:</b></del>					<del><b>\$29,780.00</b></del>
<b>Contract Summary</b>					
<b>II DRAINAGE, WATER &amp; SEWER</b>					
A. Sewer System					\$57,300.00
B. Crandon Blvd - Mcynlre Intersection					
<b>TOTAL:</b>					<b>\$57,300.00</b>
Performance Bond:					\$687.60
<b>Grand Total:</b>					<b>\$57,987.60</b>





**MEGATRAN**

**EXHIBIT "A"  
UNIT PRICE SCHEDULE**

James A. Cummings  
Key Biscayne  
Community School

No.	Description	Qty	Unit	Price	Amount
<b>A. Sewer System</b>					
1.	8" DIP Epoxy coated	550	LF	\$33.26	\$18,290.00
2.	8" Plug	2	LF	\$275.34	\$550.00
3.	45 Degree Bends	8	EA	\$322.77	\$2,580.00
4.	8" Plug Valve	1	EA	\$1,358.07	\$1,358.00
5.	8"x8" T	1	EA	\$520.32	\$520.00
6.	12"x8" Tapping Sleeve, Valve & Valve Box	1	EA	\$5,082.14	\$5,080.00
8.	Accessories	1	LS	\$552.40	\$550.00
9.	Trench Asphalt Patching. Final restoration is not included. Full intersection restoration of Crandon Blvd is not included.	1	LS	\$11,719.89	\$11,720.00
10.	Fill Hauling	37	CY	\$11.70	\$430.00
11.	MOT (does not include police officer)	1	LS	\$982.80	\$980.00
12.	Dewatering	1	LS	\$11,496.60	\$11,500.00
13.	Survey (Layout) & As-built	1	LS	\$3,744.00	\$3,740.00
14.	Sidewalk or Landscaping restoration is not included				
<b>TOTAL:</b>					<b>\$57,300.00</b>
<b>B. Crandon Blvd - McIntire Intersection</b>					
1.	Complete milling & +/-1" Overlay mix type S-III				
2.	Signalization Loop repair				
3.	Stripping as existing with temporary and thermoplastic paint				
4.	MOT (night time, off duty police officer not included)				
<b>TOTAL:</b>					<b>\$29,780.00</b>
<b>Contract Summary</b>					
<b>DRAINAGE, WATER &amp; SEWER</b>					
A.	Sewer System				\$57,300.00
B.	Crandon Blvd - McIntire Intersection				
<b>TOTAL:</b>					<b>\$57,300.00</b>
Performance Bond:					\$587.60
<b>Grand Total:</b>					<b>\$57,987.60</b>

TRANSMISSION REPORT

PAGE : 001  
 TIME : JUN-21-02 08:47AM  
 TEL NUMBER1: 954 485 9688  
 TEL NUMBER2:  
 NAME : James A Cummings Inc

NBR.	FILE NBR	DATE	TIME	DURATION	PGS	TO	DEPT NBR	ACCOUNT	MODE	STATUS
368	820	JUN-21	08:45AM	01:56	008	13059954599			EC 503	OK