

Condensed Title:

A Request For Approval To Issue A Request For Qualifications (RFQ) For Professional Construction Engineering And Inspection Services (CEI) Of The Water Mains, Sanitary Sewer Mains, And Milling And Resurfacing Improvements Along Indian Creek Drive Between 26th and 42nd Streets.

Key Intended Outcome Supported:

Ensure well-maintained infrastructure.

Supporting Data (Surveys, Environmental Scan, etc.): Survey indicates that 44% of residents rated storm drainage as excellent or good; 28% rated it as poor.

Issue:

Shall the City Commission authorize the issuance of the RFQ?

Item Summary/Recommendation:

The City of Miami Beach, as part of the Right of Way Infrastructure Improvements Program, is in the process of upgrading network components of the water distribution system and sanitary sewer system in the Oceanfront Neighborhood. The Oceanfront neighborhood includes all the area from the 23rd Street, north to 63rd Street, from the Atlantic Ocean on the east to the Indian Creek waterway on the west.

Indian Creek Drive, is a road owned by the Florida Department of Transportation (FDOT) and as such it has not been included as part of the City's Neighborhood Program. However, Indian Creek is currently scheduled for maintenance by the FDOT which includes milling and resurfacing of the road and streetscape enhancement in all intersections between 26th and 41st Streets. Since both projects are happening simultaneously both the FDOT and the City have signed a Joint Participation Agreement (JPA) in order to proceed with the execution of both projects. As part of the JPA, the City is required to provide CEI services for the FDOT construction project. CEI services for the FDOT milling and resurfacing work are fully funded by FDOT. CEI services for the City underground utilities work will be funded by the City.

In summary, the joint effort will enable both the City of Miami Beach and The Florida Department of Transportation, to efficiently and effectively accomplish common objectives for the replacement of City underground utilities infrastructure and above ground pavement resurface and streetscape improvements along this portion of Indian Creek Drive.

The Administration recommends that the Mayor and City Commission authorize the issuance of an RFQ for Professional Construction Engineering and Inspection Services.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THE ISSUANCE OF THE RFQ.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account
	1		
	2		
OBPI	Total		

Financial Impact Summary: N/A

City Clerk's Office Legislative Tracking:

Gus Lopez, x 6641

Sign-Offs:

Department Director	Assistant City Manager	City Manager
FB <i>[Signature]</i> GL _____	TH <i>[Signature]</i> PDW _____	JMG <i>[Signature]</i>

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COMMISSION MEMORANDUM

TO: Mayor Matti Herrera Bower and Members of the City Commission
FROM: Jorge M. Gonzalez, City Manager
DATE: December 10, 2008
SUBJECT: **REQUEST FOR APPROVAL TO ISSUE A REQUEST FOR QUALIFICATIONS (RFQ), FOR PROFESSIONAL CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES OF THE WATER MAINS, SANITARY SEWER MAINS, AND MILLING AND RESURFACING IMPROVEMENTS ALONG INDIAN CREEK DRIVE BETWEEN 26TH AND 41ST STREETS.**

ADMINISTRATION RECOMMENDATION

Approve the issuance of the RFQ.

FUNDING

From previously appropriated Florida Department of Transportation (FDOT) funding from FY 2007-08 in the amount of \$1,501,000, of which \$136,000 is for CEI services related to the roadway construction, and Water and Sewer Bond Funding from FY 2006-07 in the amount of \$503,000, allocated by the City for CEI services related to the water and sewer construction work.

ANALYSIS

Indian Creek Drive (SR A1A) is a Federal classified Principal Urban Arterial which falls under the jurisdiction of FDOT. Improvements along SR A1A are projects in the Metropolitan Planning Organization (MPO) 2008-12 Transportation Improvement Plan (TIP). The project scope of work consists of milling and resurfacing of the road and City requested streetscape enhancement in all intersections between 26th and 41st Streets. The project also includes pavement markings, signage, construction of bulb-outs at the intersections and minor landscaping.

Concurrently, the City is moving ahead with water distribution and sanitary sewer system replacements and upgrades along SR A1A to meet the level of service requirements for both utilities as dictated in the City's Comprehensive Plan. In the interest of minimizing construction impacts as well as conducting both projects in a consolidated timeline, the City has determined that it would be in the best interest of the public if both projects would be built simultaneously under one contractor, as opposed to being built under separate contracts, separate contractors and separate timelines. The same approach will be applied to the engineering inspection services, for which under FDOT guidelines, is a requirement. The City will then capitalize on this to provide a unified approach to the overall inspection and construction compliance of this project. Pursuant to the Joint Participation Agreement (JPA) executed per Resolution 2007-26694, the City was granted the authority and FDOT funding to manage the FDOT project which will be built as part of a single construction contract (see Attachment 1, Joint Participation Agreement). Within this contract FDOT allocated funding of \$136,000 for CEI services, and the City will allocate \$503,000 for CEI services related to the water and sewer component. The total funding allocated for the complete oversight of the project is \$639,000.

Pursuant to the JPA, Section 2.c General Requirements, the construction work must be awarded through a competitive bid process. The project is estimated to begin construction in March 2009, once the bid process is completed and a contract is awarded. It is at this time that the CEI should be on board to begin construction inspection. The construction work will take approximately one year to complete. Pursuant to the JPA, the City must complete the project on or before June 30, 2010. If the project is not completed by this time, the City may request an extension for the agreement by FDOT.

SCOPE OF SERVICES

For purposes of responding to this RFQ, the scope of work to be performed includes construction engineering and inspection services required for the construction of the water mains, sanitary sewer mains and milling and resurfacing improvements along SR AIA (Indian Creek Drive) between 26th and 42nd Streets. All work shall be submitted in digital formats in coordination with the City's Engineering Division of the Public Works Department.

The selected team will also ensure compliance by all contractors with safety and affirmative action policies and safeguard all existing facilities during construction.

Interested teams must demonstrate construction engineering and inspection expertise of FDOT roadway construction as well as water mains and sanitary sewer mains construction, based on the successful completion of a number of projects of substantial size and complexity for other governmental and/or private entities. Teams with extensive experience and capability are invited to submit details of their qualifications and experience.

EVALUATION PROCESS

The Evaluation Committee ("Committee") will recommend to the City Manager the response(s) which the Evaluation Committee deems to be in the best interest of the City by using the following criteria for selection:

- A. The experience, qualifications and (portfolio) of the Principal Firm **(20 points)**;
- B. The experience, qualifications and (portfolio) of the Project Manager **(15 points)**;
- C. The experience and qualifications of the professional personnel assigned to the Project Team **(15 points)**;
- D. Willingness to meet time and budget requirements as demonstrated by interview of key personnel **(5 points)**;
- E. Certified disadvantaged business enterprise (DBE) participation. Either the Prime Consultant or the sub-Consultant team may qualify for proof of DBE certification. Accepted DBE certifications include the Small Business Administration (SBA), State of Florida, or Miami-Dade County **(5 points)**;
- F. Location **(5 points)**;
- G. Recent, current, and projected workloads of the firms **(5 points)**;
- H. The volume of work previously awarded to each firm by the City, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firm **(15 points)**;
- I. Project Implementation Strategy to comply/meet with the expedited timeframe described in this RFQ and demonstrated successful similar projects **(15 points)**;

CONCLUSION

In summary, the JPA will enable both the City and FDOT to efficiently and effectively accomplish common objectives for the engineering, inspection, compliance, and certification of the overall Indian Creek improvements from 26th to 42nd Street. The Indian Creek Drive enhancements will result in a more pleasant experience in the Oceanfront Neighborhood for drivers and pedestrians alike and will provide residents with upgraded and more reliable water and sewer infrastructure. The CEI services will ensure proper construction oversight and certification of the milling and resurfacing of Indian Creek Drive, as well as the upgrades of the water and sewer.

The Administration recommends that the Mayor and City Commission authorize the issuance of an RFQ for Professional Construction Engineering and Inspection Services.

Attachment:

1. Joint Participation Agreement

JMG/TH/FHB/FA

2007-26694
R7F - 10/17/07

Contract Number: A0K48
CSFA Number: 55.023

**JOINT PARTICIPATION AGREEMENT
BETWEEN
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF MIAMI BEACH**

THIS AGREEMENT is made and entered into this 31st day of October, 2007, between the State of Florida Department of Transportation, a component agency of the State of Florida, hereinafter referred to as the 'DEPARTMENT', and the City of Miami Beach, a municipal corporation of the State of Florida, hereinafter referred to as the 'CITY'.

RECITALS:

WHEREAS, the DEPARTMENT has jurisdiction over and maintains the State Road (SR) A1A corridor (Indian Creek Drive) in the City of Miami Beach; and

WHEREAS, the DEPARTMENT has drafted design plans for the construction of roadway improvements on SR A1A southbound from 41st Street to 26th Street, hereinafter referred to as the 'PROJECT', the individual elements of which are outlined in the attached Exhibit "A", 'Scope of Services', which is herein incorporated by reference; and

WHEREAS, the DEPARTMENT has programmed funding for the PROJECT under Financial Project Numbers 414641-1-58-01 and 414641-1-68-01, and has agreed to reimburse the CITY for eligible PROJECT costs up to a maximum limiting amount, as outlined in the attached Exhibit "B", 'Financial Summary', which is herein incorporated by reference; and

WHEREAS, the CITY has agreed to supervise and inspect all aspects of PROJECT construction and administration; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to **Section 339.08(e) and 339.12, Florida Statutes;**

NOW, THEREFORE, in consideration of the premises, the mutual covenants and other valuable considerations contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and are incorporated into the body of this Agreement, as if fully set forth herein.

2. GENERAL REQUIREMENTS

- a. The CITY shall submit this Agreement to its City Commission for ratification or approval by resolution. A copy of said resolution is attached hereto as Exhibit "C", 'Resolution', and is herein incorporated by reference.
- b. The CITY shall obtain all necessary permits from the DEPARTMENT, and other concerned agencies, as needed, prior to commencing PROJECT construction on DEPARTMENT right-of-way.
- c. The CITY shall advertise for bid, let the consultant and construction contracts, administer, supervise and inspect all aspects of PROJECT construction until completion, and, as further defined in Exhibit "A", 'Scope of Services'. The CITY shall complete the PROJECT on or before June 30, 2010. All aspects of PROJECT construction and administration are subject to DEPARTMENT standards and specifications and must be in compliance with all governing laws and ordinances.
- d. The CITY shall not execute any contract or obligate itself in any manner requiring the disbursement of DEPARTMENT funds, including consulting or construction contracts or amendments thereto, with any third party with respect to the PROJECT without the prior written approval of the DEPARTMENT. The DEPARTMENT specifically reserves the right to review qualifications of any consultant or contractor and to approve or disapprove CITY employment of same.
- e. The DEPARTMENT shall reimburse the CITY for eligible PROJECT costs as defined in Exhibit "B", 'Financial Summary', and in accordance with the financial provisions in Section 3 of this Agreement.

3. FINANCIAL PROVISIONS

- a. Eligible PROJECT costs may not exceed ONE MILLION FIVE HUNDRED ONE THOUSAND DOLLARS (\$1,501,000.00), as outlined in Exhibit "B", 'Financial Summary'. If additional funding is required, contingent upon DEPARTMENT approval, a supplemental agreement between the DEPARTMENT and the CITY authorizing the additional funding shall be executed prior to such costs being incurred.

- b. The DEPARTMENT agrees to pay the CITY for the herein described services at a compensation as detailed in this Agreement.
- c. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Department's Comptroller under Section 334.044(29), Florida Statutes, or by the Department of Financial Services under Section 215.422(14), Florida Statutes.
- d. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- e. Travel costs will not be reimbursed.
- f. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the CITY's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.
- g. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than 1 year.

- h. The DEPARTMENT's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.

4. INDEMNIFICATION

To the extent permitted by **Section 768.28, Florida Statutes**, the parties agree to indemnify each other for liability due to any act or omission, neglect or wrongdoing of a party or any of its officers, agents or employees. Further, the parties agree to defend each other against any and all such claims or demands which may be claimed and have arisen as a result of or in connection with the parties' participation in this Agreement. Nothing contained herein shall be construed to contradict the provisions of **Section 768.28, Florida Statutes**, nor shall this Section be construed to require either party to indemnify the other for the negligent acts of the other.

5. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

6. AMENDMENT

This Agreement may be amended by mutual agreement of the DEPARTMENT and the CITY expressed in writing, executed and delivered by each party.

7. INVALIDITY

If any part of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, if such remainder continues to conform to the terms and requirements of applicable law.

8. COMMUNICATIONS

- a. All notices, requests, demands, consents, approvals and other communications which are required to be served or given hereunder, shall be in writing and hand-delivered or sent by either registered or certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

To DEPARTMENT: Florida Department of Transportation
1000 Northwest 111 Avenue, Room 6137
Miami, Florida 33172-5800
Attn: Kenneth Robertson, JPA Coordinator

Ph: (305) 470-5452; Fax: (305) 470-5552

To CITY:

City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139
Attn: Fernanda Vazquez, City Engineer

Ph: (305) 673-7080; Fax: (305) 673-7028

- b. Either party may, by notice given as aforesaid, change its address for all subsequent notices. Notices given in compliance with this section shall be deemed given when placed in the mail.

9. EXPIRATION OF AGREEMENT

The CITY agrees to complete the PROJECT on or before June 30, 2010. If the CITY does not complete the PROJECT within this time period, this Agreement will expire unless an extension of the time period is requested by the CITY and granted in writing by the DEPARTMENT's District Six Secretary or Designee. Expiration of this Agreement will be considered termination of the PROJECT.

10. FINAL INVOICE

The CITY must submit the final invoice on this PROJECT to the DEPARTMENT within 120 days after the expiration of this Agreement. Invoices submitted after October 28, 2010, will not be paid.

11. AUDITS

State of Florida Single Audit Act requirements as outlined in the attached Exhibit "D", 'Audit Reports', are incorporated herein by reference.

12. ENTIRE AGREEMENT

This Joint Participation Agreement is the entire Agreement between the parties hereto, and it may be modified or amended only by mutual consent of the parties in writing.

-- REMAINDER OF PAGE INTENTIONALLY LEFT BLANK --

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the day and year above written.

CITY OF MIAMI BEACH

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION:

BY: [Signature]
DAVID DERMER, MAYOR

BY: [Signature]
for DISTRICT SECRETARY

ATTEST: [Signature]
(SEAL) CITY CLERK
ROBERT PARCHER

ATTEST: [Signature]
(SEAL) EXECUTIVE SECRETARY

LEGAL REVIEW:

~~_____
CITY ATTORNEY~~

[Signature]
DISTRICT GENERAL COUNSEL

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

[Signature]
City Attorney
10/22/07
Date

EXHIBIT "A"

SCOPE OF SERVICES

To construct roadway improvements in accordance with and as detailed in the attached PROJECT plans along the SR A1A southbound corridor within the below-identified PROJECT Limits. The DEPARTMENT will provide the CITY with the signed and sealed construction plans. The CITY will let, supervise and inspect all aspects of PROJECT construction and administration.

PROJECT Limits: SR A1A/Indian Creek Drive, southbound, from 41st Street to 26th Street

FDOT Financial Project Numbers: 414641-1-58-01 and 414641-1-68-01

County: Miami-Dade

FDOT Project Manager: Ana Arvelo, P.E.

CITY Project Manager: Fernando Vazquez, P.E.

PLANS AND SPECIFICATIONS

The CITY agrees to construct the PROJECT using a competitively-bid contractor in accordance with the signed and sealed plans and specifications, attached hereto and incorporated herein by reference.

Please see attached plans prepared by: Corradino Group

Dated: _____

EXHIBIT "B"

FINANCIAL SUMMARY

Estimated PROJECT costs for reimbursement are below-listed, separated by phase of work:

Financial Project Number 414641-1-58-01 PROJECT Construction:	\$1,365,000.00
Financial Project Number 414641-1-68-01 PROJECT Construction Engineering and Inspection (CEI) services:	+ <u>\$136,000.00</u>
Total PROJECT Cost Estimate:	\$1,501,000.00

EXHIBIT "C"

RESOLUTION

To be herein incorporated once approved by the CITY Commission.

EXHIBIT "D"

AUDIT REPORTS

The administration of resources awarded by the Department to the CITY OF MIAMI BEACH may be subject to audits and/or monitoring by the Department, as described in this section. For further guidance, see the Executive Office of the Governor website, which can be found at: www.fssa.state.fl.us.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the CITY OF MIAMI BEACH regarding such audit. The CITY OF MIAMI BEACH further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

PART II: STATE FUNDED

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$300,000 (\$500,000 for fiscal years ending on September 30, 2004, and thereafter) in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$300,000 in state financial assistance in its fiscal year (\$500,000 for fiscal years ending on September 30, 2004, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$300,000 (\$500,000) in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

PART III: OTHER AUDIT REQUIREMENTS

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the FDOT, the Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department at each of the following addresses:

Florida Department of Transportation
1000 Northwest 111 Avenue
Miami, Florida 33172

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Florida Department of Transportation
1000 Northwest 111 Avenue
Miami, Florida 33172

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at each of the following addresses:

Florida Department of Transportation
1000 Northwest 111 Avenue
Miami, Florida 33172

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department at each of the following addresses:

Florida Department of Transportation
1000 Northwest 111 Avenue
Miami, Florida 33172

- B. The Auditor General's Office at the following address:

Page 12 of 13

*Joint Participation Agreement between the Florida Department of Transportation and the City of Miami Beach,
Financial Project Numbers # 414641-1-58-01, and 414641-1-68-01*

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:

A. The Department at each of the following addresses:

Florida Department of Transportation
1000 Northwest 111 Avenue
Miami, Florida 33172

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

District Contracts and Procurement
1000 Northwest 111th Avenue, Room 6203
Miami, FL 33172

STEPHANIE C. KOPELOUSOS
SECRETARY

Where a request for service is an opportunity to serve you!

November 6, 2007

Mr. Fernando Vazquez
City of Miami Beach, Transportation Division
1700 Convention Center Drive
Miami Beach, Florida 33139

Re: **Project # 414641-1-58-01: SR A1A Roadway Improvements; JPA Execution Notice**

Dear Mr. Vazquez:

Enclosed for the City of Miami Beach's (City's) records is one (1) original Joint Participation Agreement (JPA) for the referenced project. This JPA was executed by the Florida Department of Transportation (Department) on Wednesday, October 31, 2007. Another original JPA was mailed by separate cover to the City's Clerk's Office, Attn: Ms. Kerry Hernandez.

Thank you on behalf of the Department for your assistance in expediting the execution of this JPA. If you have any questions or concerns, please feel free to contact me at (305) 470-5404.

Sincerely,

Kenneth Robertson
District Contracts and Procurement Manager

encl: One (1) original executed JPA Agreement
cc: Ana Arvelo, P.E., *FDOT Project Manager*; File