MEMORANDUM OF UNDERSTANDING
Between Miami-Dade County and the City of North Miami
NW 17 Avenue from NW 135 Street to NW 143 Street and NE 149 Street from NE 12 Avenue to NE 6 Avenue

I. Purpose:

The purpose of this Memorandum of Understanding (MOU) is to provide agreement between Miami-Dade County (County) and the City of North Miami (City) to facilitate the construction of a roadway resurfacing project on NW 17 Avenue from NW 135 Street to NW 143 Street and NE 149 Street from NE 12 Avenue to NE 6 Avenue (Project), a City maintained roadway. The parties agree that it is in the best interest of each party to enter into this MOU in order to allow the County to construct and complete the Project.

II. Terms and Conditions:

This MOU allows for the County to undertake and to complete all aspects of the Project, including but not limited to, the design, construction, construction inspection, utilities, permits, easements and other associated tasks.

Maintenance during construction on NW 17 Avenue from NW 135 Street to NW 143 Street and NE 149 Street from NE 12 Avenue to NE 6 Avenue commencing as of the first date of project, shall be the responsibility of the County's contractor. After completion of the project, the City shall resume all maintenance responsibilities under their jurisdiction on NW 17 Avenue from approximately NW 137 Street to NW 139 Street, NE 149 Street from NE 12 Avenue to NE 11 Court, and NE 149 Street from NE 10 Court to NE 10 Avenue

Upon completion of construction, the County is required to invite the City on the Final Inspection of the work within the Project limits, and will incorporate valid City concerns that are within the scope of the contract into the final Project punch list to be corrected by the contractor. Notice for Final Inspection shall be delivered via e-mail to the City's Public Works Director. However, if the City does not attend the Final Inspection, the County shall proceed to conduct the Final Inspection, finalize the Project punch list, and issue a Notice of Final Acceptance to its contractor. The Final Inspection shall be performed and the Notice of Final Acceptance shall be issued in accordance with Section 1.03 Controlling of Work of Miami-Dade County's Department of Transportation and Public Works, General Requirements.

Upon issuance of the Notice of Final Acceptance to the contractor, the County shall provide a copy of said notice to the City. As of the date of the Notice of Final Acceptance, the City shall be immediately responsible for the maintenance of the improvements, and shall further accept the improvements on NW 17 Avenue from NW 135 Street to NW 143 Street and NE 149 Street from NE 12 Avenue to NE 6 Avenue. The County, however, shall have the right to assure completion of any punch list by the contractor. Notwithstanding the issuance of the Notice of Final Acceptance, the City may notify the County Project Manager of deficiencies in the improvements on NW 17 Avenue from NW 135 Street to NW 143 Street and NE 149 Street from NE 12 Avenue to NE 6 Avenue that may be covered by the warranty provisions in the contract between the County and its

contractor. The County shall enforce the warranty if the remedial action is required by the warranty provisions, as determined by the County.

Additionally, the County shall vacate those portions of the City's right-of-way used to initiate the improvements on NW 17 Avenue from NW 135 Street to NW 143 Street and NE 149 Street from NE 12 Avenue to NE 6 Avenue, and shall remove the County's property, machinery, and equipment from said portions of the City's right-of-way. Furthermore, the County shall restore those portions of the City right-of-way disturbed by the Project activities to the same or better condition than that which existed immediately prior to commencement of the Project.

This MOU shall become effective as of the date both parties hereto have executed the MOU and shall continue in full force and effect until the Project is completed, as evidenced by the County's issuance of the Notice of Final Acceptance.

Prior to commencement of the project, the County may, in its sole discretion, terminate this MOU if it determines that it is in the best interest of the public to do so. If the County elects to terminate this MOU, the County shall deliver formal notice of termination to the City's Public Works Director.

III. Key Contacts:

For City of North Miami:
Wisler Pierre-Louis, P.E. ,Director
Public Works Department
City of North Miami
776 NE 125 Street, 3rd Floor
North Miami, FL 33161
Phone: 305-895-9830
E-mail: pwisler@northmiamifl.gov

For Miami-Dade County:
Manuel O. Garcia
Assistant Director of Construction and Maintenance
Department of Transportation and Public Works
111 NW 1st Street, 14th Floor
Miami, FL 33128
Phone: 305-375-2939
E-mail: Manuel.Garcia4@miamidade.gov

The undersigned have accepted the terms of this Memorandum of Understanding:

Larry M. Spring, Jr., CPA
City Manager
City of North Miami

Date

Jeff P.H. Cazeau, Esq.
City Attorney
City of North Miami

6/17/2019
Date

Vanessa Joseph, Esq.
Elected City Clerk
City of North Miami

6/25/2019
Date

Alice N. Bravo, P.E., Director
Miami-Dade County Department of Transportation
and Public Works

Date

Approved as to form and legal sufficiency