Memorandum

MIAMI-DADE COUNTY

Date:	June 5, 2007
To:	Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners
From:	George M. Burgess County Manager
Subject:	Resolution Authorizing a Joint Participation Agreement (JPA) Between the Florida Department of Transportation (FDOT) and Miami-Dade County to Provide Funding for a Project Development and Environment (PD&E) Study for the Grade Separation at NW 36 Street and NW 72 Avenue

Agenda Item No. 8(P)(1)(A)

Recommendation

It is recommended that Board of County Commissioners (BCC) approve the attached resolution authorizing execution of a Joint Participation Agreement (JPA) between the Florida Department of Transportation (FDOT) and Miami-Dade County to provide local matching funding in the amount of $250,000 for a Project Development and Environment (PD&E) Study for the grade separation at NW 36 Street and NW 72 Avenue. The funding source for this JPA will derive from the People's Transportation Plan (PTP); therefore, approval by the Citizen's Independent Transportation Trust (CITT) is required.

Scope

This PD& E Study provides for the additional evaluation of the feasibility for grade separation at the intersection of NW 36 Street and NW 72 Avenue. Said evaluation includes, but is not limited to, the preliminary engineering and environmental analysis (e.g. design field survey, traffic and safety study, right-of-way estimates, geotechnical analysis, development of conceptual plans, draft preliminary engineering report, etc.). The study will also provide for development and the implementation of a Public Involvement Program. This project falls within Commission District 12.

Fiscal Impact/Funding Source

The total cost of this project is $500,000. The FDOT will be providing $250,000 from the Transportation Regional Incentive Program. The County will provide a local matching contribution to FDOT in the amount of $250,000 for payment for cost associated with the project. The funding for this project will be derived from the PTP transit surtax funds. This project is included in the Major Highway and Road Improvements portion of Exhibit 1 in the PTP Ordinance.

Should this PD & E study recommend pursing this project, the preliminary estimate provided by the FDOT for completion of the project was $30,000,000. As with this and the previous study, the balance of the project would be funded by a joint effort between the County and FDOT. The proforma has allocated $16M of PTP funds for the County's portion of funding.

Track Record/Monitor

The consulting firm of Garnett Flemming, Inc. has been selected by FDOT to carry out the PD&E Study. This project, being on a state road, will be primarily managed by FDOT. Throughout all PTP Projects, the responsible staff person within PWD will be the PTP Coordinator, Mr. Frank Aira, P.E., CFM. Following completion of the award process, the project will be assigned to Mr. Leandro Oña, Chief, Highway Division, for day to day responsibilities.

Background

Exhibit 1 of the PTP includes a section for proposed improvements recommended along major highways and arterial roads for 2003-2013. Among the improvements listed is the following, "Funds grade separation on intersections where appropriate countywide".

As a result, in June 2005, the Metropolitan Planning Organization (MPO) conducted a Grade Separation Study to identify potential intersections where this concept could be implemented for alleviating traffic congestion. Several intersections throughout the County were evaluated based on nominations by the Transportation Planning Council (TPC) members as well as municipalities and most importantly based on 2003 FDOT traffic count data. This led to the examination of the top 31 non-freeway intersections within Miami-Dade County. The following criteria were established for the selection of potential locations:

a. Total Annual Average Daily Traffic (AADT) for the main and secondary roads.
b. Record of accidents by location including number of crashes, fatalities and injuries.
c. At least six (6) lanes minimum for consideration.
d. Minimum right-of-way acquisition.
e. Impact on local streets.
f. Land use impacts.

Based on the above criteria, the following intersections were recommended for further evaluation:

a. SW 8th Street at SW 107th Avenue
b. **NW 36th Street at NW 72nd Avenue**
c. SW 8th Street at SW 87th Avenue
d. US 1 at SW 27th Avenue
e. N Kendall Drive at SW 127th Avenue

This intersection was selected as ranked by the May 2005, Grade Separation Study and by the ability to complete the project as determined by the FDOT.

As such, this item is being presented today for approval.

Assistant County Manager

MEMORANDUM
(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: June 5, 2007

FROM: Murray A. Greenberg County Attorney

SUBJECT: Agenda Item No. 8(P)(1)(A)

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(1)(A)
06-05-07

RESOLUTION NO_____

RESOLUTION AUTHORIZING A JOINT PARTICIPATION AGREEMENT (JPA) BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND MIAMI-DADE COUNTY TO PROVIDE FUNDING FOR A PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY FOR THE GRADE SEPARATION AT NW 36 STREET AND NW 72 AVENUE

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Joint Participation Agreement (JPA) between the Florida Department of Transportation (FDOT) and Miami-Dade County to provide funding for a Project Development and Environment (PD&E) study for the Grade Separation at NW 36 Street and NW 72 Avenue in substantially the form attached hereto and made a part hereof.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of June, 2006. This resolution shall become effective as follows: (1) ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board, and (2) either i) the Citizens' Independent Transportation Trust (CITT) has approved same, or ii) in response to the CITT's disapproval, the County Commission re-affirms its award by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. BL

Bruce Libhaber

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LOCALLY FUNDED AGREEMENT
BETWEEN
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
MIAMI-DADE COUNTY

NW 36 STREET AT NW 72 AVENUE GRADE SEPARATION

THIS LOCALLY FUNDED AGREEMENT (hereinafter 'AGREEMENT') is made and entered into this _ day of _____, 2007, between the State of Florida Department of Transportation, a component agency of the State of Florida, hereinafter referred to as the 'DEPARTMENT', and Miami-Dade County, a political subdivision of the State of Florida, acting by and through its Public Works Department, hereinafter referred to as the 'COUNTY'.

RECITALS:

WHEREAS, the DEPARTMENT has the authority to enter into this AGREEMENT under Florida Statutes §334.044; and

WHEREAS, the DEPARTMENT has jurisdiction over State Roads (SR) 948 (NW 36 Street) and SR 969 (NW 72 Avenue) in Miami-Dade County; and

WHEREAS, the DEPARTMENT will be performing a Project Development and Environment (PD&E) Study for the grade separation on NW 36 Street at NW 72 Avenue, hereinafter referred to as the 'PROJECT', and, as outlined in the attached Exhibit "A", 'Scope of Services', which is herein incorporated by reference; and

WHEREAS, the PROJECT is being funded as part of the Transportation Regional Incentive Program ('TRIP') that was created under Florida Statutes §339.2819; and

WHEREAS, the COUNTY shall provide 50 percent (%) of PROJECT costs to the DEPARTMENT as required by the TRIP Program under Florida Statutes §339.2819(2); and

WHEREAS, the DEPARTMENT and the COUNTY have determined that it would be more cost and time effective and in the best interest of the general public to enter into this AGREEMENT;

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein and other valuable considerations, 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 COUNTY will provide funding to the DEPARTMENT in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000.00) for the PROJECT, per the Financial Provisions detailed in Section 3 of this AGREEMENT, and, as described in the 'Financial Estimate' in the attached Exhibit "A".

b. The DEPARTMENT shall supervise and manage all aspects of the PROJECT in accordance with all applicable federal, state and local statutes, rules and regulations, and standards, and, as described in the 'Scope of Services' in the attached Exhibit "A".

c. The COUNTY will be entitled at all times to be advised, at its request, as to the status of work being done by the DEPARTMENT and of the details thereof. Coordination shall be maintained by the DEPARTMENT with representatives of the COUNTY.

d. The COUNTY shall submit this AGREEMENT to its Board of County Commissioners for ratification or approval by resolution. A copy of such resolution will be attached hereto as Exhibit "B", 'COUNTY Resolution'.

3. FINANCIAL PROVISIONS

a. The COUNTY agrees that it will, no later than thirty (30) calendar days after the DEPARTMENT's execution of thisAGREEMENT, furnish the DEPARTMENT an advance deposit in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000.00) for partial payment of the estimated PROJECT cost for locally funded project number 420935-1-22-01. The advance deposit shall be the total estimated PROEJCT cost plus allowances. The DEPARTMENT may utilize this deposit for payment of the costs of the PROJECT.

b. If the accepted bid amount plus allowances is in excess of the advance deposit amount, the COUNTY will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT or prior to posting of the accepted bid, whichever is earlier, so that the total deposit is equal to the bid amount plus allowances. The DEPARTMENT will notify the COUNTY as soon as it becomes apparent the accepted bid amount plus allowances is in excess of the advance deposit amount; however, failure of the DEPARTMENT to so notify the COUNTY shall not relieve the COUNTY from its obligation to pay for its full participation on final accounting as provided herein below. If the COUNTY cannot provide the additional deposit within fourteen (14) calendar days, a letter must be submitted to and approved by the DEPARTMENT's PROJECT manager indicating when the deposit will be made. The COUNTY understands the request and approval of the

additional time could delay the PROJECT, and additional costs may be incurred due to a delay of the PROJECT.

c. If the accepted bid amount plus allowances is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the bid amount plus allowances if such refund is requested by the COUNTY in writing.

d. Should PROJECT modifications occur that increase the COUNTY's share of total PROJECT costs, the COUNTY will be notified by the DEPARTMENT accordingly. The COUNTY agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund its share of the PROJECT. The DEPARTMENT shall notify the COUNTY as soon as it becomes apparent the actual costs will overrun the award amount; however, failure of the DEPARTMENT to so notify the COUNTY shall not relieve the COUNTY from its obligation to pay for its full participation during the PROJECT and on final accounting as provided herein below. Funds due from the COUNTY during the PROJECT not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to **Section 55.03, *Florida Statutes.***

e. The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred and sixty (360) days of final payment to the Consultant. The DEPARTMENT considers the PROJECT complete when the final payment has been made to the Consultant, not when the PROJECT deliverables are complete. All PROJECT cost records and accounts shall be subject to audit by a representative of the COUNTY for a period of three (3) years after final close out of the PROJECT. The COUNTY will be notified of the final cost. Both parties agree that in the event the final accounting of total PROJECT costs pursuant to the terms of this AGREEMENT is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the COUNTY. If the final accounting is not performed within three hundred and sixty (360) days, the COUNTY is not relieved of its obligation to pay.

f. In the event the final accounting of total PROJECT costs is greater than the total deposits to date, the COUNTY will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The COUNTY agrees to pay interest at a rate established pursuant to **Section 55.03, *Florida Statutes,*** on any invoice not paid within forty (40) calendar days until the invoice is paid.

g. The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit and as provided in the attached Memorandum of Agreement between the COUNTY, the DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury.

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 COUNTY 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. NOTICES

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 COUNTY:

Miami-Dade County
111 NW 1st Street, 16th Floor
Miami, Florida 33128-1970
Attn: David Tinder, PTP Coordinator

Phone: (305) 375-1907
Fax: (305) 375-3070
Federal Employer ID # (FEIN):
59-6000573

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. ENTIRE AGREEMENT

This Locally Funded 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.

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

MIAMI-DADE COUNTY:

BY: _____
COUNTY MANAGER

ATTEST: _____
(SEAL) COUNTY CLERK

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION:

BY: _____
DISTRICT SECRETARY

ATTEST: _____
(SEAL) EXECUTIVE SECRETARY

LEGAL REVIEW:

_____
COUNTY ATTORNEY

_____
DISTRICT GENERAL COUNSEL

EXHIBIT "A"

SCOPE OF SERVICES:

PROJECT Description:

The attached 22-page document entitled 'Scope of Services for Consulting Engineering Services Project Development and Environment (PD&E) Studies' is incorporated herein by reference.

PROJECT Limits: **NW 36 Street at NW 72 Avenue**

DEPARTMENT Financial Project Number: **420935-1-22-01**

County: **Miami-Dade**

DEPARTMENT Project Manager: **Alice Bravo, P.E.**

FINANCIAL ESTIMATE:

The DEPARTMENT's current 2007/08-2011/12 Five-Year Adopted Work Program allocates the following COUNTY funding (Local Funds) and DEPARTMENT funding (State Funds), programmed on Financial Project Number 420935-1-22-01, to be applied towards PROJECT costs:

Financial Project Number:	Fiscal Year:	Amount:	Fund Type:
420935-1-22-01	2007/08	$250,000.00	Local Funds (LF)
420935-1-22-01	2007/08	$250,000.00	Trans Regional Incentive (TRIP)

Total COUNTY Financial Responsibility: $250,000.00

Total DEPARTMENT Financial Responsibility: $250,000.00

Total Estimated PROJECT Costs: $500,000.00

LETTER OF AUTHORIZATION NO.:

SCOPE OF SERVICES
PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDIES

Contract No.:	C-8G65
Financial Project ID:	420935-1-22-01
Work Program Item No.:	N/A
Federal Aid Project No.:	N/A
County Section No.:	87220
Description:	**N.W. 36TH STREET (S.R. 948) AT N.W. 72ND AVENUE GRADE SEPARATION, MIAMI-DADE COUNTY**
Bridge No.:	N/A

NOTE:

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SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES
PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDIES

This Exhibit forms an integral part of the agreement between the State of Florida Department of Transportation (hereinafter referred to as the DEPARTMENT) and Gannett Fleming, Inc. (hereinafter referred to as the CONSULTANT) relative to the transportation facility described as follows:

Contract No.:	C-8G65
Financial Project ID:	420935-1-22-01
Work Program Item No.:	N/A
Federal Aid Project No.:	N/A
County Section No.:	87220
Description:	**N.W. 36TH STREET (S.R. 948) AT N.W. 72ND AVENUE GRADE SEPARATION, MIAMI-DADE COUNTY**
Bridge No.:	N/A

PURPOSE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT and the DEPARTMENT in connection with the PD&E Study for the N.W. 36th Street (S.R. 948) at N.W. 72nd Avenue Grade Separation.

The Project Development Process shall follow the DEPARTMENT'S publication titled "Project Development and Environment Manual", published 07/01/88 and all subsequent revisions. Throughout this Scope of Services portion of this CONSULTANT Contract, the publication will be referred to as the "PD&E Manual". All tasks identified in this scope of work will be done in accordance with the Department's PD&E Manual, unless otherwise stated.

The PD&E Manual incorporates all the requirements of the National Environmental Policy Act (NEPA); Federal law and executive orders; applicable Federal regulations included in the Federal Highway Administration Federal-Aid Policy Guide; and applicable State laws and regulations including Chapter 339.155 of the Florida Statutes. The project documentation prepared by the CONSULTANT in accordance with the PD&E Manual shall therefore be in compliance with all applicable State and Federal laws, executive orders, and regulations.

Sections 1 through 4 of the Scope of Services will establish which items of work described in the PD&E Manual are specifically included in this contract, and also which of the items of work will be the responsibility of the CONSULTANT or the DEPARTMENT.

The DEPARTMENT will provide contract administration and provide management services and technical reviews of all work associated with the development and preparation of the engineering/environmental study reports for the transportation facility.

STUDY OBJECTIVE

The CONSULTANT is to prepare a PD&E study documenting the requirements for environmental impacts for the N.W. 36th Street (S.R. 948) and N.W. 72nd Avenue Grade Separation. The CONSULTANT shall prepare the necessary reports as per Department's Project Development and Environment (PD&E) Manual. It is anticipated that a State Environmental Impact Report (SEIR) will be the environmental document for this PD&E study. The CONSULTANT shall collect all existing

engineering and environmental data required for the possible improvements for the N.W. 36th Street (S.R. 948) and N.W. 72nd Avenue Grade Separation in Miami-Dade County.

STUDY REQUIREMENTS AND PROVISIONS FOR WORK

Governing Regulations

The services performed by the CONSULTANT shall be in compliance with all applicable DEPARTMENT Manuals and Guidelines. The DEPARTMENT'S Manuals and Guidelines incorporate by requirement or reference all applicable State and Federal regulations. The current edition, including updates, of the following DEPARTMENT Manuals and Guidelines shall be used in the performance of this work. It is understood that AASHTO criteria shall apply as incipient policy.

- Florida Statutes
- Florida Administrative Codes
- Applicable federal regulations and technical advisories.
- Project Development and Environment Manual
- Plans Preparation Manual
- Roadway Traffic and Design Standards
- Highway Capacity Manual
- Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways
- Bicycle Facilities Planning and Design Manual
- Right-of-Way Mapping Handbook
- Location Survey Manual
- EFB User Guide
- Drainage Manual
- Outline Specifications - Aerial Surveys/Photogrammetry
- Soils and Foundations Manual
- Structures Design Guidelines
- CADD Manual (No. 625-050-001)
- CADD Production Criteria Handbook
- Florida's Level of Service Standards and Guidelines Manual for Planning (No. 525-000-005)
- Equivalent Single Axle Load Guidelines (No. 525-030-121)
- Design Traffic Procedure (No. 525-030-120)
- K-Factor Estimation Process
- Project Traffic Forecasting Guidelines
- Florida Highway Landscape Guide
- Basis of Estimates Manual

Liaison Office

The DEPARTMENT will designate a Liaison Office and a Project Manager who shall be the representative of the DEPARTMENT for the Project. While it is expected the CONSULTANT shall seek and receive advice from various State, regional, and local agencies, the final direction on all matters of this Project remain with the Project Manager.

Key Personnel

The CONSULTANT'S work shall be performed and directed by the key personnel identified in the proposal presentations by the CONSULTANT. Any changes in the indicated personnel shall be subject to review and approval by DEPARTMENT.

Meetings and Presentations

The CONSULTANT shall attend a Notice to Proceed Meeting with DEPARTMENT representatives, where relevant project information will be provided by the DEPARTMENT, along with procedures for administering the contract. The CONSULTANT and his staff shall also be available with no more than a five (5) workday notice to attend meetings or make presentations at the request of the DEPARTMENT. Such meetings and presentations may be held at any hour between 8:00 A.M. and 12:00 midnight on any day of the week. The CONSULTANT may be called upon to provide maps, press releases, advertisements, audiovisual displays and similar material for such meetings. The CONSULTANT needs to provide the DEPARTMENT with minutes no more than five (5) business days after the meeting. Minutes must be sent to the individuals that attended the meeting no more than 5 business days after FDOT approval.

Quality Control

The CONSULTANT shall be responsible for insuring that all work products conform to DEPARTMENT standards and criteria. This shall be accomplished through an internal Quality Control (QC) process performed by the CONSULTANT. This QC process shall insure that quality is achieved through checking, reviewing, and surveillance of work activities by objective and qualified individuals who were not directly responsible for performing the initial work.

Correspondence

Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this study shall be provided to the DEPARTMENT for their records within one (1) week of the receipt of said correspondence.

Submittals

The CONSULTANT shall provide copies of the required documents as listed below. These are the anticipated printing requirements for the project. This tabulation will be used for estimating purposes, and the Project Manager will determine the number of copies required prior to each submittal.

Engineering Items:	Copies:
Design Traffic Technical Memorandum	5
First Draft Preliminary Engineering Report	3
Final Preliminary Engineering Report (Signed and Sealed)	5
Drainage Technical Report	5
Conceptual Design Roadway Plan Set	5
Typical Section Package	5
Value Engineering Information Report	3

Environmental Items:	Copies:
Advance Notification Package	25
Public Involvement Plan	3

Draft State Environmental Impact Report (SEIR)	5
Final State Environmental Impact Report (SEIR)	10
Noise Study Technical Memorandum	5
Air Quality Technical Memorandum	5
Public Hearing Transcript	2
Contamination Screening Evaluation Report	5
Wetlands Evaluation Technical Memorandum	5
Endangered Species Biological Assessment Technical Memorandum	5

Upon completion of the study, the CONSULTANT shall deliver to the DEPARTMENT, in an organized manner, all project files, maps, sketches, worksheets, and other materials used or generated during the study process.

A CD of the above information shall be provided to the DEPARTMENT by the CONSULTANT. All final reports shall also be provided in PDF format to the DEPARTMENT by the CONSULTANT. Any public involvement collateral shall be submitted to the DEPARTMENT a minimum of 5 business days prior to when final approval is needed for printing/release or distribution.

Computer Automation

The project will be developed utilizing Computer Aided Drafting and Design (CADD) systems. The DEPARTMENT makes available software to help assure quality and conformance with the policy and procedures regarding CADD. It is the responsibility of the CONSULTANT to meet the requirements in the FDOT CADD Manual (Topic No. 625-050-001). The CONSULTANT will submit final documents and files as described herein. Additional related information is found in the FDOT Plans Preparation Manual (Topic No. 625-000-008).

All computer disks shall be scanned for viruses prior to submitting to FDOT. Failure to scan for viruses may result in a lower CONSULTANT work performance evaluation.

Coordination with Other Consultants and Entities

The CONSULTANT is to coordinate their work with any ongoing and/or planned projects that may affect this study.

The CONSULTANT is to coordinate with local governmental entities to ensure design and right of way requirements for the project are compatible with local public works improvements and right of way activities.

Optional Services

At the DEPARTMENT'S option, the CONSULTANT may be requested to provide final design and plans preparation services or expert witness services for right-of-way acquisition. The fee for these services shall be negotiated in accordance with the terms detailed in Exhibit B, method of compensation, for a fair, competitive and reasonable cost, considering the scope and complexity of the additional study(s). Additional services related to this project shall be executed via an additional work order(s) under this PD&E Services Contract.

1.0 PUBLIC INVOLVEMENT

Public involvement includes communicating to and receiving information from all interested persons, groups, and government organizations information regarding the development of the project. The CONSULTANT shall coordinate and perform the appropriate level of public involvement for this project as outlined in Part 1, Chapter 8, and Part 2, Chapter 9 of the PD&E Manual and the following sections.

1.1 Public Involvement Program

The CONSULTANT shall provide a comprehensive Public Involvement Plan detailing the approach which will be implemented in order to gain public consensus on the project. The Plan will also identify key interest groups within the study limits and detail forms of media contact and methodologies for securing community inclusion in the project development. The anticipated complexity of the public involvement plan is major.

1.2 Public Involvement Data Collection

The CONSULTANT shall assist the DEPARTMENT in identifying stakeholders, citizen groups, property owners, business owners, residents, elected officials and public agencies to include in a project database/mailing list. The list will be used to generate targeted communications/mailings and track and evaluate the effectiveness of the PIP. The database will be maintained by the CONSULTANT using Microsoft Excel software to ensure flexibility and compatibility with other applications. The list will be expanded by including names from public meeting sign-in sheets and email correspondence. In addition to public involvement data collection, the CONSULTANT shall assist the DEPARTMENT in documenting the results of all public meetings and preparing responses to any public inquiries as a result of the public involvement process. The CONSULTANT will be responsible for preparing all correspondence for the public.

1.3 Notice Of Intent

N/A.

1.4 Advance Notification

At the beginning of the project, the CONSULTANT shall prepare the Advance Notification and transmittal letter (including a complete AN distribution list) as per Part 1, Chapter 2 of the PD&E Manual for the DEPARTMENT Project Manager to submit to the State Clearinghouse.

1.5 Scheduled Public Meetings

The CONSULTANT shall provide all support necessary for the DEPARTMENT to hold or participate in various public meetings, which may include but not limited to:

- Scoping Meetings.
- Elected Officials/Agency Kick-off meeting
- Public Kick-off meeting
- Alternatives Public Meeting

For any of the above type meetings, the CONSULTANT shall prepare and/or provide:

- Scripts or agenda for presentation
- Handouts
- Graphics for presentation.
- Meeting equipment set-up and tear-down.
- Legal and/or display advertisements. (The CONSULTANT will pay the cost of publishing.)
- Letters for notification of elected and appointed officials, property owners and other interested parties. (The DEPARTMENT will pay the cost of first class postage.)
- News releases, for use three to five days prior to meeting.
- Summary notes of meetings.
- Briefing and debriefing of Department staff.

The CONSULTANT will investigate potential meeting sites to advise the DEPARTMENT on their suitability. The CONSULTANT will pay all costs for meeting site rents and insurance.

The CONSULTANT will attend all scheduled meetings (as required) with an appropriate number of personnel to assist the DEPARTMENT'S Project Manager.

It is estimated for this project there will only need to be two (2) Public Workshops during the study.

1.6 Unscheduled Public And Agency Meetings

In addition to scheduled public meetings the CONSULTANT may be required to participate in unscheduled meetings with the public, the Metropolitan Planning Organization and its committees (TPC, TPTAC,etc), business owners, elected officials, or public agencies. The CONSULTANT'S participation will be limited to participation during the meeting, note taking, and summarizing the meeting in a memo to the file. It is estimated for this project there will be twenty (20) unscheduled meetings.

1.7 Public Hearing

The CONSULTANT shall provide all the support services listed in Sections 1.2 and 1.5 above, and in addition shall prepare the following:

Public officials and Agency letters. The CONSULTANT will prepare the letters, insert them in envelopes, and address the envelopes. The CONSULTANT will pay for first class postage

Property owner letters. The CONSULTANT will provide marked tax maps of the project alternatives and identify the names and addresses of the property owners from county tax rolls. The CONSULTANT will prepare the letters, insert them in envelopes, and address the envelopes. The CONSULTANT will pay for first class postage.

- All elements of the multi-media presentation, which will include Power Point slide show.
- Graphics (i.e. boards renderings and access to 3D models etc.)

- Displays of plans and report(s) for the public display.
- Brochures or handouts.
- Prepare public advertisements.
- Court Reporter
- Briefing and debriefing of Department staff.

The CONSULTANT will procure a verbatim transcript of the Public Hearing. The CONSULTANT will combine the transcript with any letters received by the DEPARTMENT as part of the public hearing record, and affidavits of publication of legal ads, and will provide copies of the transcript for the DEPARTMENT'S use. The CONSULTANT will attend the Public Hearing and all related meetings (as required) with an appropriate number of personnel to assist the DEPARTMENT'S Project Manager. The CONSULTANT will also prepare a Public Hearing Summary Report.

1.8 Location and Design Concept Acceptance

The CONSULTANT shall prepare and advertise the legal notice indicating the DEPARTMENT received Location and Design Concept Acceptance as per Part 1, Chapter 8 of the PD&E Manual.

1.9 Special Public Involvement Requirements

N/A

1.10 Quality Control

The public information program will be subject to a quality control process. The Public Involvement Plan should include specific goals, a milestone checklist, and the method of quality checking and documentation.

2.0 ENGINEERING ANALYSIS AND REPORTS

The CONSULTANT shall coordinate and perform the appropriate level of engineering analysis for this project as outlined in Part 1, Chapter 9 of the PD&E Manual and the following sections.

Data Collection

Immediately following the Advance Notification, the CONSULTANT shall conduct preliminary assessments of the study corridor from an engineering standpoint. This task is largely of a data gathering nature. This activity consists of collecting various information and materials relative to the performance of engineering analyses within the study area. Information should include all data necessary and available to perform adequate evaluation of intersection and study area. This will include all studies recently completed by the County and/or the DEPARTMENT.

2.1 Field Review

The CONSULTANT shall conduct all anticipated field trips needed to collect engineering data.

2.2 Aerial Photography

Aerial photography shall be used as a basis for plotting various data necessary for both engineering and environmental analysis, alternative corridor and design studies, and the development of the preliminary plans of conceptual design. Copies of aerial raster images are the prime source of information used to convey project considerations to the public at public meetings.

The DEPARTMENT will furnish the necessary aerial raster images to be used in the study. Aerial photography shall be prepared for the following uses at the noted ratios:

Overall Project Location Map	1"=100'
Drainage Master Plan	1"=200'
Alternative Plans	1"=40'

2.3 Survey Coordination

The DEPARTMENT shall provide design field survey data necessary to prepare the Engineering Design and Conceptual Plans. The DEPARTMENT will prepare a full DTM survey within the project limits. The CONSULTANT shall be responsible for coordination with the District Survey Department regarding project requirements, review of survey data and scheduling.

2.4 Existing Roadway Characteristics

The CONSULTANT shall perform a detailed review of all relevant data with regard to the existing roadway including but not limited to roadway plans, engineering reports/records, environmental reports/records, pavement reports, traffic & safety studies, existing ROW, tax and maintenance maps. The CONSULTANT shall be responsible to procure all of the engineering data listed in Part I, Chapter 9 of the PD&E Manual necessary to conduct the PD&E study and prepare a Draft Preliminary Engineering Report.

2.5 Existing Structure Characteristics

There are no existing bridge structures along the project corridor.

2.6 Traffic Data

The CONSULTANT will review recent traffic information collected as part of an operational analysis for the intersection. However, updated traffic data will be needed at key intersections since the 2006 counts were taken during on-going construction. The CONSULTANT will collect the following turning movement counts during major peak periods (7-9am, 11am-1pm, and 4-6pm):

The intersection of N.W. 36 Street (SR 948) and:

- N.W. 72nd Avenue
- NW 74th Avenue
- SR 826 NB and SB
- NW 79th Avenue

The intersection of N.W. 72nd Avenue with the following roads:

- N.W. 41 Street
- N.W. 35th Terrace

2.7 Crash Data

The CONSULTANT will review the crash data and analysis collected during the operational analysis performed by the DEPARTMENT.

2.8 Existing Signage Inventory

The CONSULTANT shall be responsible for inventorying the existing signage along the corridor, and providing recommended improvements to the sign and signal regulation capabilities along the corridor (i.e. placement clarity etc.)

2.9 Utilities

In accordance with Part 2, Chapter 10 of the PD&E Manual.

2.10 Railroads

In accordance with Part 2, Chapter 10 of the PD&E Manual.

2.11 Transportation Plans

The CONSULTANT shall obtain plans for all modes of transportation including surface, transit and non-motorized modes. The following plans or studies should be obtained:

- Urban Area Transportation Study. If applicable, County Cost Feasible and Needs Plans.

- Local Comprehensive Plans; city and county.
- Transit; rail, bus and other.
- Non-motorized modes, including bikeways and pedestrian walkways.

2.12 Soils

The CONSULTANT shall review the United States Department of Agriculture, Geological Survey, and Soil Conservation Service Maps and summarize the findings.

2.13 Base Map

The CONSULTANT shall develop a CADD database that includes existing characteristics. CADD data base information shall be compatible for use on aerial photography used for public hearing presentations, corridor maps, and alternative plans (1"=100').

Needs

The CONSULTANT shall establish and/or verify the purpose and need for the project as outlined in Part 2, Chapter 5 of the PD&E Manual.

2.14 Safety

Based on the information obtained from the crash data and a review of the documented area safety concerns, historical safety problems, relevant area improvements and other pertinent data (empirical, physical or visual) the CONSULTANT shall identify project needs associated with the safety of the existing facility. The CONSULTANT will perform a comprehensive safety analysis for the project area, and present the analysis results graphically, statistically and /or in tabular format to depict the clearest representation of the safety conditions in the study area.

2.15 Analysis of Existing Conditions

The CONSULTANT shall analyze the existing conditions in order to identify any deficiencies that are to be identified in the Needs section.

2.16 Development of Needs Statement

The CONSULTANT shall prepare a project needs statement in accordance with Part 2, Chapter 5 of the PD&E Manual based on information obtained during the data collection, safety analysis, evaluation of existing conditions, and the input received during Public Involvement process.

Design Analysis

Utilizing the data collected as part of this scope of work, the CONSULTANT shall perform the engineering analysis necessary to complete the project development process. The task of engineering analysis will be ongoing throughout the duration of the project and will be performed with consideration to the results of the environmental impacts analysis. The CONSULTANT shall develop and evaluate all viable alternatives in order to address the project needs.

2.17 Corridor Analysis

The CONSULTANT shall perform a Level I Corridor Analysis.

2.18 Traffic Analysis

Based on recent traffic data collected in the operational analysis by the DEPARTMENT and updated data collected as part of this scope of work, the CONSULTANT will furnish:

Analysis of Existing Conditions (2006)

- Intersection Operational Analysis

Design Hour Volume Development

- Determine Existing AADT's
- Determine K,D,T and PHF's
- FSUTMS Sub area model Validation (network only)
- FSUTMS Model runs (Build and No-Build)
- Develop Future AADT Volumes
- Develop AM and PM , DHV's

Evaluation of Future Conditions

- No-Build and TSM Alternatives
- 2 Build Alternatives (Synchro and HCS)
- Queue Length Analysis

Design Traffic

The CONSULTANT is responsible for developing the traffic projections to be used to establish the basic design requirements for roadway typical sections, intersection, and interchange design. The CONSULTANT will develop Average Daily Traffic (ADT) and Design Hour Volume (DHV) for the present year, the opening year, ten years and twenty years from opening the new facility.

2.19 Traffic Operational Analysis

The CONSULTANT shall also perform the following activities in connection with the Design year; twenty (20) years post construction traffic.

Capacity analyses at up to 6 intersections:

The intersection of N.W. 36 Street (SR 948) and:

- N.W. 72nd Avenue
- NW 74th Avenue
- SR 826 NB and SB
- NW 79th Avenue

The intersection of N.W. 72nd Avenue with the following roads:

- N.W. 41 Street
- N.W. 35th Terrace

2.20 Design Traffic Memo

After selection of viable alternatives(s), the CONSULTANT will prepare a Design Traffic Technical Memorandum. This memorandum will document the methodology used in developing the traffic demand and multi-modal splits, if applicable.

The CONSULTANT will use the results of the traffic data collection activities described in section IV, B, 3 of this scope of services, and the initial traffic data furnished by the DEPARTMENT.

After DEPARTMENT approval of the Design Traffic Technical Memorandum, those traffic projections will be used during the study of conceptual design alternatives and for the analysis of any impacts which depend on traffic inputs (i.e. noise impacts and air quality assessments).

The Design Traffic Memo will also include the traffic operational analysis of the alternative. The design traffic will be prepared in accordance with the Design Traffic Procedure (# 525-030-120-f).

2.21 Typical Section Analysis

The CONSULTANT shall develop all appropriate typical section alternatives for the preferred project alternative. These will include the DEPARTMENT's standard typical sections, and any typical sections that may result in minimizing right of way, or those proposed in light of the DEPARTMENT's policy on Transportation Design for Livable Communities. Prior to presenting any Typical Sections and/or Alignments they must be conceptually approved by the District Design Engineer along with any associated design Exceptions and Variations.

2.22 Roadway Design Alternatives

The CONSULTANT shall develop and analyze alternate conceptual design of alignment alternatives as described in Part I, Chapter 9 of the PD&E Manual. Data gathered during project development will be utilized in the development of the alternatives. The CONSULTANT will establish feasible alternatives based on engineering and environmental factors. The CONSULTANT will develop Design Criteria to be used for developing conceptual plans. The Design Standards will be developed in accordance with current DEPARTMENT design procedures, policies and standards. The DEPARTMENT will approve the design criteria and typical sections prior to developing a cost estimate for each alternative.

The CONSULTANT shall analyze and evaluate each alternative to a point of rejection or selection as viable. The impacts for each alternative shall be identified and expressed in a form suitable for comparison to other alternatives. It will be necessary to analyze each alternative in sufficient detail to identify enough differences to select the most viable alternative that would be in the best overall public interest. Conceptual plans will be developed on the basis of alternative viability.

2.23 Prepare Concept Plans

The CONSULTANT will overlay Concept Plans on the base maps. At a minimum, the concept plans should include typical sections and plan sheets. Concept plans for each viable alternative will be developed on a scale of 1" = 40'. The CONSULTANT will coordinate with the

DEPARTMENT internal design project manager to review the final concept plan (recommended alternative) to assure a seamless conversion to DEPARTMENT 30% plan. Final concept plans must meet the approval of DEPARTMENT design project manager.

2.24 Drainage Analysis and Pond Siting Report

The CONSULTANT shall perform preliminary drainage design in order to determine potential outfall locations and preliminary sizes (volume and area) of required detention and/or retention facilities for storm water treatment or attenuation. The location and size of potential detention/retention areas will be determined for all viable alternate alignments.

The CONSULTANT shall prepare a "Preliminary Drainage Report" for the project in accordance to the Department's Stormwater Facilities Handbook. A complete review of the existing drainage facilities, existing as-built plans, and an opinion of the drainage facilities adequacy (i.e. system condition, system capacity, system type, inlet spacing etc.) is implicit to the Drainage Report requirement.

2.25 Structures

The CONSULTANT will evaluate conceptual structural concepts as well as vertical and horizontal alignments for any overpass structures as part of an alternative. The CONSULTANT shall develop the required structural clearances for all structures within the study area. The CONSULTANT shall perform associated horizontal and vertical analysis, develop and recommend structural type/modifications (where required), provide the necessary consulting services pertaining to the feasibility and constructability of the structures in the project area.

2.26 Access Management

The CONSULTANT shall review the Department's State Highway System Access Management Classification System and Standards (Rule 14-97) and determine their application to the project. The CONSULTANT shall determine the proper access classification and standard to be applied to the project and coordinated with the Districts' Access Management Review Committee.

The proposed access management plan shall be presented as part of the public involvement process.

2.27 Multi-modal Accommodations

The CONSULTANT will coordinate with transit and local government officials in order to determine what multi-modal accommodations will be studied and evaluated as part of the project alternatives. This task only includes existing and planned multi-modal facilities.

2.28 Maintenance of Traffic Analysis

The CONSULTANT will analyze the design alternatives for constructability, and the ability to maintain traffic. If the analysis indicates that there will be a substantial cost to maintain traffic this cost will be included in the final estimate for that alternative. The CONSULTANT shall develop preliminary Maintenance of Traffic (MOT) Plans (in accordance with DEPARTMENT Design Standards for State Highway Systems) to facilitate the recommended improvements.

2.29 Geotechnical Coordination

The DEPARTMENT will perform all geotechnical work for this project. The DEPARTMENT will provide all information in a suitable manner for use by the CONSULTANT. The consultant's

involvement with geotechnical work will be limited to analysis of data and incorporation of data into the applicable documents.

2.30 Intelligent Transportation Systems

The CONSULTANT will continue to coordinate with all pertinent public agencies any plans to implement Intelligent Transportation Systems (ITS) systems in the project corridor and document the outcome of the investigation. To the extent feasible accommodations for planned ITS projects will be included with this project.

Comparative Analysis Of Alternatives

The DEPARTMENT will determine which viable alternative(s) will be evaluated further through the public involvement process and environmental analysis. The possibility exists that the No-Build alternate may be selected at this point.

2.31 Comparative Analysis and Evaluation Matrix

After developing the viable alternatives and costs, the CONSULTANT will prepare a matrix comparing the impacts and costs of the alternatives evaluated, with a recommendation of the most viable alternative(s). The CONSULTANT shall present their recommendations to the DEPARTMENT for consideration.

2.32 Selection of Preferred Alternative(s)

The CONSULTANT shall recommend a preferred alternative(s) based on a review and analysis of all engineering, environmental, and public involvement issues related to the project.

2.33 Conceptual Design Plans (Preferred)

The CONSULTANT shall finalize the concept plans for the preferred alternative to include refinements from the Public Hearing. The concept plans for the preferred alternative will be prepared at a ratio of 1"=40.

2.34 Identify Construction Segments

Not Applicable.

2.35 Value Engineering

At the end of the alternatives analysis phase and before the public hearing. The CONSULTANT should provide the VE team with the materials and information necessary for an effective review and evaluation of the various alternatives and major cost elements of the project.

The CONSULTANT Project Manager and other key project personnel shall meet with the VE team to provide a detailed review of the development of the project to date. The information will be presented in conjunction with a report titled "Value Engineering Information Report" (VEIR). This service will be conducted at the Department's District Office and will include follow-up telephone and written communications.

Develop construction costs for each feasible design alternative. Estimated cost should be shown by major elements of each alternative.

Estimated R/W costs for each alternate based upon recent sales of property in the project area. Categorize as follows:

- R/W to be purchased (no. of parcels & cost)
- Construction easements (no. easements & cost)
- Business relocations (no. locations & cost)
- Residential relocations (no. locations & cost)
- Business damages (no. locations & est. cost)
- Aerial photography depicting feasible alternatives with R/W items identified as indicated in item (c), above.
- Traffic Technical Memorandum reviewed and approved by the District Planning Department.
- Design traffic analysis.

Provide a matrix in a VE format which shows the criteria and the weighted impact used by the CONSULTANT to make design alternative selection decisions. Criteria such as safety, operation and public acceptance must be fully documented. The CONSULTANT shall submit data and information, referenced above, in the format of a Value Engineering Information Report (VEIR), or the Draft Preliminary Engineering Report (DPER), for each VE phase review. The VEIR, or DPER is to be submitted to the DOT Project Manager two (2) weeks prior to the VE team review. Copies of each report are to be provided by the CONSULTANT, to the DOT Project Manager.

2.36 Construction Cost Estimates

The CONSULTANT shall develop construction cost estimates for each design alternative. The cost estimate is to be developed using the Department's long range estimating (LRE) program and engineer's cost estimate which shall be updated annually.

2.37 Right Of Way Cost Estimates

The DEPARTMENT will provide the CONSULTANT with the Right of Way cost estimates. The CONSULTANT shall provide all necessary information for the DEPARTMENT to perform Right of Way Cost Estimates.

2.38 Draft Typical Section Package

The CONSULTANT will prepare a Typical Section Package for the preferred alternative in accordance with the Department's Plans Preparation Manual.

2.39 Identify Design Exceptions and Variances

The CONSULTANT will identify and prepare exception and variance package(s) for approval in accordance with the Department's Plan Preparation Manual.

2.40 Draft Preliminary Engineering Report (DPER)

The CONSULTANT shall prepare a first draft and a final draft of the Preliminary Engineering Report.

2.41 Interchange Modification / Justification Report

N/A

2.42 Quality Control

The CONSULTANT shall be responsible for ensuring that all work products conform to DEPARTMENT standards and criteria. This shall be accomplished through and internal Quality Control (QC) process performed by the CONSULTANT. This QC process shall insure that quality is achieved through checking, reviewing, and surveillance work activities by objective and qualified individuals who were not directly responsible for performing the initial work.

3.0 ENVIRONMENTAL ANALYSIS AND REPORTS

The CONSULTANT shall coordinate and perform the appropriate level of environmental analysis for this project as outlined in the PD&E Manual and the following sections.

The CONSULTANT shall utilize the Florida Geographic Data Library (FGDL), or other appropriate, database that includes all existing features. This data base information shall be compatible for use on base maps used for public hearing presentations, corridor maps, and alternative plans.

Social Impacts

In accordance with Part 2, Chapter 9 of the PD&E Manual and addressed in the State Environmental Impact Report (SEIR) and ancillary Technical Memoranda, unless otherwise noted.

3.1 Land Use Changes

3.2 Community Cohesion

3.3 Community Services

3.4 Social And Economic Impacts

3.5 Relocation Potential

The **DEPARTMENT** shall collect the data and perform the analysis necessary to complete a Conceptual Stage Relocation Plan for the proposed project design, as applicable. The CONSULTANT shall review the plan and include summary information in the environmental document.

3.6 Archaeological and Historical Sites

The **DEPARTMENT** shall collect data necessary to completely analyze the impacts to all cultural and historic resources by all proposed alternatives and prepare a Cultural Resource Assessment Request Package as described in Part 2, Chapter 12, of the PD&E Manual.

3.7 Section 4(F)

In accordance with Part 2, Chapter 13 of the PD&E Manual.

3.8 Visual Impacts and Aesthetics

In accordance with Part 2, Chapter 15 of the PD&E Manual.

3.9 Utilities and Railroads

Based on the coordination with the utility companies along the project the DEPARTMENT and/or the DEPARTMENT Design Consultant (or other) shall provide information on utilities and/or prepare a Utility Assessment Package, as applicable, and as described in Part 2, Chapter 10 of the PD&E Manual. The CONSULTANT will begin summarizing utility information provided by the DEPARTMENT and/or other agencies and also begin to address impacts to the existing railroad in the project study area in the SEIR.

Natural Impacts

3.10 Wetlands

In accordance with Part 2, Chapter 18 of the PD&E Manual, except that the submittal is to be a technical memorandum in lieu of Wetland Evaluation Report (WER).

3.11 Conceptual Mitigation Plans

In accordance with Part 2, Chapter 18 of the PD&E Manual and addressed in the SEIR, if applicable.

3.12 Water Quality

In accordance with Part 2, Chapter 20 of the PD&E Manual and addressed in the SEIR.

3.13 Outstanding Florida Waters, Wild And Scenic Rivers, And Aquatic Preserves

In accordance with Part 2, Chapters 19, 21, and 23, of the PD&E Manual, respectively, and addressed in the SEIR

3.14 Floodplains

In accordance with Part 2, Chapter 24 of the PD&E Manual and addressed in the SEIR.

3.15 Coastal Barrier Resources

In accordance with Part 2, Chapter 26 of the PD&E Manual and addressed in the SEIR.

3.16 Wildlife And Habitat

In accordance with Part 2, Chapter 27 of the PD&E Manual, except that the submittal is to be a separate technical memorandum in lieu of an Endangered Species Biological Assessment Report (ESBAR).

3.17 Essential Fish Habitat

In accordance with Part 2, Chapter 11 of the PD&E Manual, except that the submittal is to be incorporated into the SEIR in lieu of a separate Essential Fish Habitat Assessment (EFHA) report or technical memorandum.

3.18 Identify Permit Conditions

The CONSULTANT shall identify permit conditions and type of permits required and document in the SEIR. This task includes the review of maps and data in order to determine permit related information for the project.

3.19 Farmlands

In accordance with Part 2, Chapter 28 of the PD&E Manual and addressed in the SEIR.

Physical Impacts

3.20 Noise

In accordance with Part 2, Chapter 17 of the PD&E Manual, except that the submittal is to be a separate Noise Technical Memorandum in lieu of a Noise Study Report (NSR). The results of the Technical Memorandum shall be incorporated into the SEIR.

3.21 Air Quality

In accordance with Part 2, Chapter 16 of the PD&E Manual, except that the submittal is to be incorporated into the SEIR in lieu of an Air Quality Technical Memorandum (AQTM).

3.22 Construction Impact Analysis

In accordance with Part 2, Chapter 30 of the PD&E Manual and addressed in the SEIR.

3.23 Contamination

The CONSULTANT shall perform the necessary analysis to complete the Contamination Screening Evaluation for the proposed alternative, as described in Part 2, Chapter 22, of the PD&E Manual. The Contamination Screening Evaluation is to be summarized and incorporated into the SEIR.

Environmental Reports

The Environmental Documents prepared by the CONSULTANT will comply with the procedures listed in the PD&E Manual, Part 1, and will also follow the format and include content described in Part 2 of the PD&E Manual. The task of documentation includes the preparation of draft and interim reports prepared by the CONSULTANT for review and comment upon by the DEPARTMENT prior to producing final reports and documents.

3.24 Class Of Action Determination (State Environmental Impact Report)

A State Environmental Impact Report (SEIR) is the expected level of environmental documentation required for this project. The CONSULTANT will begin a SEIR checklist, required attachments, and ancillary technical memoranda (or reports under optional services) to document the SEIR as described in Part 1, Chapter 13, of the PD&E Manual. The CONSULTANT will also provide all the documentation required by the PD&E Manual.

3.25 Environmental Assessment

N/A

3.26 Finding Of No Significant Impact

N/A

3.27 Draft Environmental Impact Statement

N/A

3.28 Final Environmental Impact Statement

N/A

3.29 Quality Control

The CONSULTANT will adhere to standard quality control and assurance procedures for Project Development and Environment Studies.

4.0 MISCELLANEOUS SERVICES

4.1 Contract and Project Files

Includes complete setup and maintenance, developing monthly progress reports, invoicing, schedule updates, work effort to develop and execute sub-consultant agreements etc. Progress reports shall be delivered to the DEPARTMENT in a format as prescribed by the Department and no less than 10 days prior to submission of the corresponding invoice. Judgment on whether work of sufficient quality and quantity has been accomplished will be made by the Project Manager by comparing the reported percent complete against actual work accomplished.

Within ten (10) days after the Notice to Proceed, the CONSULTANT shall provide a schedule of calendar deadlines accompanied by an anticipated payout curve. Said schedule and anticipated payout curve shall be prepared in a format prescribed by the DEPARTMENT.

4.2 Project Management Meetings and Coordination

The CONSULTANT shall meet with the DEPARTMENT as needed throughout the life of the project. It is anticipated that 18 meetings will be needed. These meetings will include progress and miscellaneous review and other coordination activities with the Department.

5.0 METHOD OF COMPENSATION

Payment for the work accomplished will be in accordance with Exhibit B of this contract. Invoices shall be submitted in quintuplicate to the DEPARTMENT, in a format prescribed by the DEPARTMENT. The DEPARTMENT'S Project Manager and the CONSULTANT shall monitor the cumulative invoiced billings to insure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the DEPARTMENT.

Payments will not be made that exceed the percentage of work identified in the approved payout curve and schedule provided in accordance with Section 4.1.

6.0 SERVICES TO BE PERFORMED BY THE DEPARTMENT

The DEPARTMENT will provide those services and materials as set forth below:

- Project data currently on file.
- All available information in the possession of the DEPARTMENT pertaining to utility companies whose facilities may be affected by the proposed construction.
- All future information that is in possession or may come to the DEPARTMENT pertaining to subdivision plans, so that the CONSULTANT may take advantage of additional areas that can be utilized as part of the existing right-of-way.
- Coordinate with the State Historic Preservation Officer.
- Existing FDOT right-of-way maps.
- The DEPARTMENT will permit the CONSULTANT to utilize the DEPARTMENT'S computer facilities upon proper authorization as described in the DEPARTMENT

Procedure No. 261-009. The models anticipated for use in this project are CAL3QHC2, COSCREEN98, MOBILE 5a, FSFAC05, FSFAC08, TEXIN, and STAMINA 2.1.

- Aerial photography and digitized Microstation files.
- The DEPARTMENT will provide available FDOT crash data.
- Design level survey in electronic format.

EXHIBIT "B"

COUNTY Resolution

To be attached hereto and incorporated herein once ratified by the Miami-Dade Board of County Commissioners.

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20___, by and between the State of Florida, Department of Transportation, hereinafter referred to as "FDOT", the State of Florida, Department of Financial Services, Division of Treasury, hereinafter referred to as "Treasury", and the Miami-Dade County, hereinafter referred to as the "Participant".

WITNESSETH:

WHEREAS, FDOT is currently constructing the following project:

Main Financial Project Nos.: 420935-1-22-01
County: **Miami-Dade**

hereinafter referred to as the "Project".

WHEREAS, FDOT and the Participant entered into a **Locally Funded Agreement (LFA)** dated _____, 20____, wherein FDOT agreed to perform certain work on behalf of the Participant in conjunction with the Project.

WHEREAS, the parties to this AGREEMENT mutually agreed that it would be in the best interest of the FDOT and the Participant to establish an interest-bearing escrow account to provide funds for the work performed on the Project on behalf of the Participant by the FDOT.

NOW, THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000.00) will be made by the Participant into an interest-bearing escrow account established by the FDOT for the purposes of the Project. Said escrow account will be opened with the Department of Financial Services, Division of Treasury, Bureau of Collateral Management, on behalf of the FDOT upon receipt of this Memorandum of Agreement. Such account will be an asset of the FDOT.

2. Other deposits will be made only by the Participant as necessary to cover the cost of additional work prior to the execution of any Supplemental Agreements or Amendments.

3. All deposits shall be made payable to the Department of Financial Services, Revenue Processing and mailed to the FDOT Office of Comptroller for appropriate processing at the following address:

Florida Department of Transportation
Office of Comptroller
605 Suwannee Street,
Mail Station 42B
Tallahassee, Florida 32399
ATTN: LFA Section

4. The FDOT's Comptroller or designee shall be the sole signatories on the escrow account with the Department of Financial Services and shall have sole authority to authorize withdrawals from said account.

5. Unless instructed otherwise by the parties hereto, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project as defined in the LFA.

6. The Department of Financial Services agrees to provide written confirmation of receipt of funds to the FDOT.

7. The Department of Financial Services further agrees to provide periodic reports to the FDOT.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION COMPTROLLER	STATE OF FLORIDA DEPARTMENT OF FINANCIAL SERVICES, DIVISION OF TREASURY

PARTICIPANT SIGNATURE

PARTICIPANT NAME & TITLE

PARTICIPANT ADDRESS

59-6000573
FEDERAL EMPLOYER I.D. NUMBER