

Memorandum



Date: March 1, 2011

Agenda Item No. 8(J)(1)(F)

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Resolution Authorizing Execution of a Maintenance Memorandum of Agreement for the M-Path Bike Pedestrian Path Extension Between the Florida Department of Transportation and Miami-Dade County

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) authorize execution of a Maintenance Memorandum of Agreement for the M-Path Bike Pedestrian Path Extension with the Florida Department of Transportation (FDOT), between Datran Drive and SW 67 Avenue/Ludlam Road, as part of the M-Path Improvement Plan along Metrorail's Right of Way corridor.

It is further recommended that the Board authorize the County Mayor or the County Mayor's designee to execute the Agreement in substantially the form attached.

SCOPE

The project is located within Commission District 7. However, the project will benefit the general public due to the construction of a pedestrian/bicycle trail, related safety features, and safety improvements on roadway intersections along the length of the trail.

FISCAL IMPACT/FUNDING SOURCE

The estimated annual operation and maintenance for this portion of the M-Path to be improved by FDOT is \$8,000, which is already budgeted in Miami-Dade Transit's Operating budget. There is no fiscal impact to Miami-Dade County (County) as a result of the construction of the project, as FDOT will build it at no cost to Miami-Dade County using Federal Transit Administration (FTA) funding from the American Recovery and Reinvestment Act (ARRA) of 2009 and other FDOT federal funding sources. FDOT requires execution of the Agreement by the County as a condition for implementing construction.

TRACK RECORD/MONITOR

Miami-Dade County has entered into many agreements in the past with FDOT. The staff person responsible for monitoring this Agreement is Steve Chayt, MDT Chief, Facilities Maintenance Division.

DELEGATED AUTHORITY

In accordance with Section 2-8.3 of the Miami-Dade County Code Related to identifying delegation of Board Authority, there are no authorities beyond that specified in the resolution which include authority for the Mayor's, or Mayor's designee to execute the Agreement.

BACKGROUND

The M-Path is a nine-mile paved multi-use path which was built in 1983 and provides a course of travel from SW 67th Avenue in South Miami to SW 3rd Street, north of the Miami River in downtown Miami. Plans are underway to extend the M-Path south to the South Miami-Dade Busway at the Dadeland South Metrorail station. The extension will connect to the South Dade Trail that runs along the Busway to Florida City. When completed, the 30-mile long South Dade Trail/M-Path system will be one of the longest non-motorized trail facilities in Florida.

This M-Path Project will construct the missing link of the bike path parallel to US-1/South Dixie Highway between Datran Drive (Dadeland South Metrorail Station) and SW 67 Avenue/Ludlam Road (approximately 1.2 miles and 16 feet wide), meandering within MDT's Right-of-Way under the elevated Metrorail guideways. The scope of work also includes dredging of the Snapper Creek Canal, constructing bulkheads on both canal banks, installing sand cement rip-rap shore protection, railings, drainage improvements and aesthetic treatments along the project corridor.

This project will improve safety and increase accessibility to transportation service for local residents. Additionally, this project will help promote bicycle and rail ridership by making transportation services more accessible to individuals that may choose to walk or ride a bicycle as mobility options.

In 2009, the Miami-Dade Metropolitan Planning Organization (MPO) and the Federal Highway Administration (FHWA) approved design and construction of the M-Path Bike Pedestrian Path Extension from Datran Drive to SW 67th Avenue, a project eligible for ARRA funding. MDT applied to the MPO, the local area distributor of federal stimulus dollars, for funds to complete this portion of the M-Path. The MPO funded this proposal from the ARRA funds and FDOT became directly involved in the project by offering to assume responsibility for project construction. FDOT's construction of this project is contingent upon the County's agreement to assume maintenance and operations costs once the project is completed.

FDOT's budget for project design and construction is estimated at \$4.48 million, with \$3 million from AARA funding, \$1.43 million from other federal funds and \$50,000 from FDOT District 6 for contingency. FDOT issued a Notice to Proceed to the selected design builder on October 28, 2010 and construction is scheduled for completion by December 2011. Upon project completion, the County will be responsible for the operation, maintenance, and preservation of the shared use path within the project limits.

Once project design commences, FDOT will coordinate with the contractor and MDT to minimize traffic access issues for patrons during construction as much possible and will monitor the contractor's compliance with ADA requirements during design and construction.


Assistant County Manager



MEMORANDUM
(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: March 1, 2011

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(J)(1)(F)

Please note any items checked.

- "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
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(J)(1)(F)
3-1-11

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF A
MAINTENANCE MEMORANDUM OF AGREEMENT FOR
THE M-PATH BIKE PEDESTRIAN PATH EXTENSION
BETWEEN THE FLORIDA DEPARTMENT OF
TRANSPORTATION AND MIAMI-DADE COUNTY

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 Maintenance Memorandum of Agreement between the Florida Department of Transportation and Miami-Dade County for the M-Path Bike Path Pedestrian Path extension between Datran Drive and S.W. 67th Avenue/Ludlam Road, a project within Miami-Dade Transit Metrorail Right-of-Way corridor in substantially the form attached hereto and made a part hereof; authorizes the County Mayor or the County Mayor's designee to execute the Agreement for and on behalf of Miami-Dade County and to exercise any and all provisions contained therein.

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:

Joe A. Martinez, Chairman
Audrey M. Edmonson, Vice Chairwoman
Bruno A. Barreiro
Jose "Pepe" Diaz
Sally A. Heyman
Jean Monestime
Natacha Seijas
Sen. Javier D. Souto
Lynda Bell
Carlos A. Gimenez
Barbara J. Jordan
Dennis C. Moss
Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of March, 2011. This resolution shall become effective 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.

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.



Bruce Libhaber

**FLORIDA DEPARTMENT OF TRANSPORTATION
M-PATH BIKE PEDESTRIAN PATH EXTENSION
MAINTENANCE MEMORANDUM OF AGREEMENT
WITH
MIAMI-DADE COUNTY**

This AGREEMENT, entered into this ____ day of _____, 20__, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, hereinafter called the 'DEPARTMENT', and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, acting by and through its Transit Department, hereinafter called the 'COUNTY'.

RECITALS:

WHEREAS, the COUNTY, DEPARTMENT and Miami-Dade Expressway Authority share jurisdiction over the M-Path Bike Pedestrian Path Extension from the Datran Drive to SW 67th Avenue, within the limits of the COUNTY; and

WHEREAS, at the COUNTY's request, the DEPARTMENT has assumed the design and construction of the M-Path Bike Pedestrian Path Extension from the Datran Drive to SW 67th Avenue (approved in 2009 by the Miami-Dade Metropolitan Planning Organization and the Federal Highway Administration), in accordance with DEPARTMENT Design-Build Contract # E-6G15, the limits of which, hereinafter PROJECT LIMITS, are described in the attached Exhibit 'A', which by reference hereto shall become a part hereof; 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 COUNTY, by Resolution No. _____, dated _____, attached hereto as Exhibit 'B', which by reference hereto shall become a part hereof, desires to enter into this AGREEMENT and authorizes its officers to do so.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. DEPARTMENT RESPONSIBILITIES

- a. The following terms, as used in this **AGREEMENT**, are defined as follows:
- i. "SHARED USE PATH" - Concrete/asphalt pedestrian/bicycle path, 2' of sod on both sides, pedestrian curb ramps, pedestrian crossing countdown and push-button device, signals, lighting (fixtures, light poles, and foundations), and signage (including convex driveway traffic mirror), from the south of Datran Drive to the existing M-Path just north of SW 67th Avenue.
 - ii. "DADELAND NORTH STATION" - (COUNTY's Dadeland North Metro Rail Station) for the purpose of this **AGREEMENT** shall be defined to consist of glass block walls on the east of the Dadeland North Station ground floor adjacent to the station, bollards, security fence with one (1) gate, at various locations within the **PROJECT LIMITS**.
 - iii. "PEDESTRIAN BRIDGE" - will be located over State Road (S.R.) 878 Westbound On-Ramp, within the **PROJECT LIMITS**, enclosed with decorative fencing, traffic railing barriers, security monitoring camera and wiring, and french drain and drainage structures.
 - iv. "SNAPPER CREEK CANAL BANK" - for the purpose of this **AGREEMENT** shall be the canal section from SW 70th Avenue to the PEDESTRIAN BRIDGE, within the COUNTY's Dadeland North Metro Rail Station, defined to consist of a picket fence or steel sheet piling bulkhead with bicycle/pedestrian railing, landscape, irrigation system, french drain and drainage structure, and security fence with gates within the **PROJECT LIMITS**.
 - v. "DADELAND SOUTH STATION" - (COUNTY's Dadeland South Metro Rail Station) for the purpose of this **AGREEMENT** shall be defined to consist of a picket fence, concrete slab, five (5) bicycle lockers, and a 6' high chain link

fence with plastic visual barrier within the **PROJECT LIMITS**.

b. Assignment

The **DEPARTMENT** and the **COUNTY** agree that, by executing this **AGREEMENT**, all operation and maintenance responsibilities, upon completion of construction activities, pertaining to the **SHARED USE PATH, DADELAND NORTH STATION, PEDESTRIAN BRIDGE, SNAPPER CREEK CANAL, and DADELAND SOUTH STATION**, within the **PROJECT LIMITS**, will be assigned to the **COUNTY** in perpetuity.

2. COUNTY'S MAINTENANCE RESPONSIBILITIES

The **COUNTY** shall be solely responsible for the operation, maintenance, and preservation of the **SHARED USE PATH, DADELAND NORTH STATION, PEDESTRIAN BRIDGE, SNAPPER CREEK CANAL, and DADELAND SOUTH STATION**, within the **PROJECT LIMITS**.

- a. Mow, cut and/or trim and edge the grass or turf in accordance with the latest edition of the State of Florida "Guide for Roadside Mowing" and the latest edition of the "Maintenance Rating Program".
- b. Properly prune all plants, which include trees, shrubs and ground covers, in accordance with the latest edition of the "Maintenance Rating Program" and the International Society of Arboriculture. Prune, trim and/or edge such parts thereof which may present a visual or other safety hazard for those using or intending to use the right of way including growth around street lights and traffic signals.
- c. Keep plants as free as possible from disease and harmful insects. Remove and properly dispose of dead, diseased or otherwise deteriorated plants in their entirety, and replacing those that fall below original project standards. All replacement material shall be replaced, at minimum, by plants of the same size and grade as specified in the **PLANS AND SPECIFICATIONS**, incorporated herein by reference.
- d. Properly mulch all plant beds and tree rings.
- e. Properly remove and dispose of all undesirable vegetation including but not limited to weeding of plant beds and removal of invasive exotic plant materials.

- f. Water and fertilize all plants properly.
- g. Remove and properly dispose of litter from roadside and median strips.
- h. Maintain and make repairs to concrete/asphalt surface to prevent safety hazards for those using or intending to use the Shared Use Path.
- i. Maintain, clean and desilt drainage system, including pipes, structures, and French drains, from debris and other material that can accumulate throughout the life of the system.
- j. Maintenance and reparation (when needed) of proposed asphalt aprons around proposed drainage inlets.
- k. Maintenance and reparation (when needed) of proposed pavement over proposed solid pipe.
- l. Maintenance, cleaning and repair/replace (when needed) of proposed class block walls.
- m. Paint and reparation (when needed) of proposed security fence, picket fence, and bollards.
- n. Inspect, repair, and paint security gates.
- o. Paint, repair and periodically inspect PEDESTRIAN BRIDGE.
- p. Maintenance, management, and reparation of the five (5) proposed bike lockers.
- q. Maintenance and reparation (when needed) of proposed 6' high chain link fence with plastic visual barrier components.
- r. Maintenance and reparation (when needed) of proposed signage, pavement markings, detectable warning surface, pedestrian signals and devices, lighting (fixtures, poles, and foundations), signage, signals, mirrors, bulk-head wall, steel sheet pilings, and security cameras/devices and wiring, as specified in the **PLANS AND SPECIFICATIONS** and the **2010 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION**.

The COUNTY may be subject to periodic inspections by the DEPARTMENT at its sole discretion. Such inspection findings

will be shared with the COUNTY and shall be the basis of all decisions regarding reworking or agreement termination. The COUNTY shall not change or deviate from said plans without written approval of the DEPARTMENT.

3. MAINTENANCE DEFICIENCIES

If, at any time while the terms of this AGREEMENT are in effect, it shall come to the attention of the DEPARTMENT that the COUNTY's responsibility as established herein or a part thereof is not being properly accomplished pursuant to the terms of this AGREEMENT, the DEPARTMENT may, at its option, issue a written notice, in care of the COUNTY MANAGER, to place the COUNTY on notice regarding its maintenance deficiencies. Thereafter, the COUNTY shall have a period of thirty (30) calendar days within which to correct the cited deficiency or deficiencies. If said deficiencies are not corrected within this time period, the DEPARTMENT may, at its option, proceed as follows:

- a. Maintain the SHARED USE PATH, DADELAND NORTH STATION, PEDESTRIAN BRIDGE, SNAPPER CREEK CANAL, and DADELAND SOUTH STATION, or a part thereof, with DEPARTMENT or contractor's personnel and invoice the COUNTY for expenses incurred; or
- b. Terminate the Agreement in accordance with Section 5 of this Agreement and remove, by DEPARTMENT or contractor's personnel, all of the improvements, installed under this Agreement or any preceding agreements and charge the COUNTY the reasonable cost of such removal.

4. NOTICES

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

To the DEPARTMENT: Florida Department of Transportation
1000 Northwest 111 Avenue, Room 6205
Miami, Florida 33172-5800
Attention: District Maintenance Engineer

To the COUNTY: Miami-Dade County, Transit Department
701 NW 1st Court, 15th Floor
Miami, Florida 33136
Attention: COUNTY Manager

5. TERMINATION

This AGREEMENT is subject to termination under any one of the following conditions:

- a. By the DEPARTMENT, if the COUNTY fails to perform its duties under Section 2, following thirty (30) days written notice.
- b. In accordance with Section 287.058(1)(c), Florida Statutes, the DEPARTMENT shall reserve the right to unilaterally cancel this AGREEMENT if the COUNTY refuses to allow public access to any or all documents, papers, letters, or other materials made or received by the COUNTY pertinent to this AGREEMENT which are subject to provisions of Chapter 119, of the Florida Statutes.
- c. Only if mutually agreed to by both parties with a six (6) month written notice.

6. TERMS

- a. The terms of this AGREEMENT shall only commence upon execution by all parties. This AGREEMENT shall continue in perpetuity or until termination as set forth in Section 5.
- b. This writing embodies the entire AGREEMENT and understanding between the parties hereto and there are no other agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.
- c. The DEPARTMENT's District Secretary shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this AGREEMENT, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.
- d. This AGREEMENT is nontransferable and nonassignable in

whole or in part without the prior written consent of the DEPARTMENT.

- e. This AGREEMENT, regardless of where executed, shall be governed by and constructed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

MIAMI-DADE COUNTY:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION:

BY: _____
COUNTY Mayor

BY: _____
District Secretary

ATTEST: _____ (SEAL)
COUNTY Clerk

ATTEST: _____
Executive Secretary

LEGAL REVIEW:

BY: *Bruce Fibhaber*
COUNTY Attorney

BY: _____
District Chief Counsel

EXHIBIT 'A'

PROJECT LIMITS

Below are the limits of the SHARED USE PATH, DADELAND NORTH STATION, PEDESTRIAN BRIDGE, SNAPPER CREEK CANAL, and DADELAND SOUTH STATION, to be maintained under this AGREEMENT.

Road Number: M-Path Extension
Agreement Limits: From Datran Drive to SW 67th Avenue
County: Miami-Dade

The work consists of the construction of a pedestrian/bicycle trail, related safety features, and safety improvements on roadway intersections along the length of the trail adjacent to S.R. 5/US-1 from Datran Drive to North of Kendall Drive, then adjacent along side of US-1 and cross over SW 70th Avenue. The path will then continue diagonally through the Dadeland North Parking Garage and meet at the southeast corner intersection of SW 70th Avenue and SW 8th Street. The path will continue on the east side of SW 70th Avenue until it turns east just south of the Snapper Creek Canal. The path will then continue behind the Dadeland North Parking Garage and link to the existing walkway path to the North Metrorail Station. Then it continues to cross the S.R. 878 off-ramp and walk over a pedestrian bridge to cross the on-ramp of S.R. 878 and to SW 67th Avenue. Construction will be approximately +5900 feet (1.10 Mile) of pedestrian/bicycle trail with a width of 8 to 12 feet at various locations.

EXHIBIT 'B'

COUNTY RESOLUTION

To be herein incorporated once ratified by the Board of COUNTY Commissioners.

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MIAMI-DADE COUNTY
BOARD OF COUNTY COMMISSIONERS
OFFICE OF THE COMMISSION AUDITOR



Legislative Notes

Agenda Item: 8(J)1(F)
File Number: 110163
**Committee(s)
of Reference:** Board of County Commissioners
Date of Analysis: February 3, 2011
District: 7
Type of Item: Resolution

Summary

This resolution approves the Maintenance Memorandum of Agreement between the Florida Department of Transportation (FDOT) and Miami-Dade County for the M-Path Bike Path Pedestrian Path extension between Datran Drive and S.W. 67th Avenue/Ludlam Road.

Fiscal Impact

Although the memo states there is no fiscal impact to the County for construction, there is a fiscal impact for maintenance and operation of \$8,000 for the proposed extension (for this portion only). However, according to MDT staff, the cost to maintain the entire bike path is approximately \$1 million.

Background and Relevant Information

On July 2007, a Metrorail Master Plan was prepared by Kimley-Horn and Associates and EBS Engineering, Inc. along with staff from the Miami-Dade Metropolitan Planning Organization (MPO). The Metrorail Master Plan addressed operational issues and problem areas within a comprehensive development program for the path as a whole. The M-Path meanders within Miami-Dade Transit right-of-way under the elevated Metrorail guideways from S.W. 67 Avenue in South Miami to the Miami River in downtown Miami. The purpose of the M-Path provides a course of travel for pedestrians and bicyclists and generally runs contiguous to U.S.-1.¹

- **The Master Plan provided a total project cost estimate of \$2,500,000 for long-term improvements and \$700,000 in short-term improvements. The short-term improvements include: resurfacing of critical areas; advance warning signs; directional signals; pavement markings; construct missing links; realignments; emergency call boxes; and encroachment prevention measures.**

Furthermore, the M-Path was identified as a significant component of the regional greenways and trail network by the MPO Bicycle and Pedestrian Program.

A handwritten signature, possibly "AS", in black ink.

¹ See Metropolitan Planning Organization Studies, Metrorail M-Path Master Plan, July 2007

Additional Information

In response to questions pertaining to developers seeking easements over the proposed extension from the Office of the Commission Auditor, MDT provided the information below:

Two (2) developers are seeking easement or use of right-of-way along the M-Path and especially within *this M-Path Projects limits*. They are:

- South Miami Hospital Force Main Project—The hospital proposed a new building which requires the installation of a new DIP 8" Force Main within a portion of the Metrorail Right-of-Way corridor crossing at approximately S.W. 67th Avenue and continuing north within the Metrorail Right-of-Way corridor. An easement will be required for the Force Main which will eventually be turned over to MDWASD. They are also looking to add a new 12" DIP Water Main to be located extending south from S.W. 62 Ave and within the Metrorail Right-of-Way corridor. This too will be within an easement for MDWASD. *The Engineer has been advised that the M-Path project is within this vicinity and that they need to work with FDOT.*
- An Unsolicited Proposal to develop a Car Wash was submitted in February 2009; however the proposer has not followed through to date.

According to MDT staff, FDOT presented the M-Path Project to the Bicycle and Pedestrian Advisory Committee and it was approved on 1/25/11.

Additionally, MDT staff expects high usage due to the proximity to the Dadeland North Metrorail Station.

Prepared by: Michael Amador-Gil