

Memorandum



Date: June 7, 2011

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

From: Alina T. Hudak
County Manager

A handwritten signature in black ink, appearing to read "Alina T. Hudak", written over the printed name.

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

Subject: Resolution Ratifying the Execution of an Off-System Construction and Maintenance Agreement between Miami-Dade County and the Florida Department of Transportation for the Construction of Improvements Along SW 192 Street from SW 197 Avenue to SW 177 Avenue/SR 997/Krome Avenue

RECOMMENDATION

It is recommended that the Board of County Commissioners (BCC) adopt the attached resolution ratifying the execution of an Off-System Construction and Maintenance Agreement between Miami-Dade County and the Florida Department of Transportation (FDOT) for the construction of improvements along SW 192 Street from SW 197 Avenue to SW 177 Avenue/SR 997/Krome Avenue.

SCOPE

The project limits are located within Commission District 9.

FISCAL IMPACT/FUNDING SOURCE

The project is estimated to cost \$260,000 and will be constructed by FDOT. FDOT will be utilizing federal funds provided by the High Risk Rural Roads Program (HRRRP). The County is required to provide maintenance operations upon completion of the project. The estimated annual maintenance cost is \$10,239, which will be funded through the Department's General Fund allocation, and Index Code PW338475 will be utilized.

DELEGATION OF AUTHORITY

Section 2-9 of the Code of Miami-Dade County authorizes the execution of contracts on behalf of the County with municipalities and other governmental units for joint performance of functions or services which the County is authorized or directed to perform under Section 11, Article VIII of the Florida Constitution, the Home Rule Charter, or any ordinance adopted by the BCC. All contracts authorized by Section 2-9 are subject to ratification by the BCC.

TRACK RECORD/MONITOR

The Project Manager responsible for monitoring this project for the County is Antonio Cotarelo, P.E., Assistant Director, Construction and Maintenance, Miami-Dade County Public Works Department (PWD).

BACKGROUND

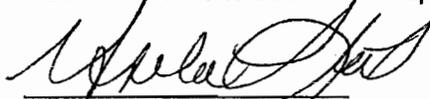
The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), introduced the HRRRP in 2006 as a federal aid program for construction and operational improvements on high risk rural roads. Based on input from FDOT and PWD staff, a preliminary list

Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners
Page 2

was prepared of 23 segments to consider for HRRRP funding. These were then ranked by applying a formula using crash data that included the number of crashes, the length of the corridor, and the average daily traffic counts. Based on this formula, SW 192 Street from SW 197 Avenue to SW 177 Avenue/SR 997/Krome Avenue was selected for a safety study. The purpose of the study was to identify any abnormal crash patterns and to develop a list of probable causes for those patterns as well as recommendations for improvements.

This segment of SW 192 Street provides access to commercial, residential, and agricultural land uses. The improvements to be provided by the project include minor widening, drainage, new pavement surfaces, new pavement markings, and warning signs with flashers. These modifications will be made at intersections according to the recommendations of the safety study. The corridor-wide improvements consist of upgrading the edge and centerline markings from 4 to 6 inches.

Construction of the project is scheduled to commence on September 7, 2011, and will have duration of one hundred (100) days to complete. Ratification of the agreement is necessary because there was insufficient time to seek Board approval prior to FDOT's award date of the project of May 10, 2011.



Assistant County Manager



MEMORANDUM

(Revised)

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

DATE: June 7, 2011

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

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

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(P)(1)(C)
6-7-11

RESOLUTION NO. _____

RESOLUTION RATIFYING THE EXECUTION OF AN OFF-SYSTEM CONSTRUCTION AND MAINTENANCE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF IMPROVEMENTS ALONG SW 192 STREET FROM SW 197 AVENUE TO SW 177 AVENUE/SR 997/KROME 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, ratifies and confirms the execution of an Off-System Construction and Maintenance Agreement between Miami-Dade County and the Florida Department of Transportation for the Construction of Improvements Along SW 192 Street from SW 197 Avenue to SW 177 Avenue/SR 997/Krome 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:

Joe A. Martinez, Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of June, 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.

HB

Hugo Benitez

OFF-SYSTEM CONSTRUCTION AND MAINTENANCE AGREEMENT

Between

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

("DEPARTMENT")

and

MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida

("COUNTY")

THIS AGREEMENT is made and entered into as of _____, 2011, by and through THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida (the "Department"), and MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida (the "County"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the State of Florida Legislature has approved the Department's Work Program and mandated the Department to complete the various projects included in the Department's Work Program; and

WHEREAS, included in the Department Work Program is Project Number FM 425457-1-52-01 on S.W. 192nd Street, from S.W. 197th Avenue to S.W. 177th Avenue/S.R. 997/Krome Avenue, located in Miami-Dade County, Florida, a road not on the State Highway System; and

WHEREAS, the parties agree that it is in the best interest of each party for the Department 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.

TERMS

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

1. The recitals in this Agreement are true and correct, and incorporated into and made a part hereof.
2. The Parties agree that the Department intends to undertake and complete project number FM 425457-1-52-01, (the "Project"), a project not on the State Highway System, depicted in "Exhibit A" attached hereto and made a part hereof. The Project shall include the tasks and the limits of right-of-way depicted in Exhibit A hereto and all activities associated with, or arising

out of the construction of the Project. The County shall cooperate with and shall support the Department's work efforts in these regards. The Department will design and construct the Project in accordance with all applicable federal and state laws and regulations and in accordance with Department design and construction standards as set forth in the Department's guidelines, standards, and procedures. The Department shall have final decision authority with respect to the design of the project, the design review process, and construction of the project.

3. The Parties acknowledge and agree that the County has reviewed the Project Design Plans using the Department's Electronic Review Comments System (the "ERC"), and that the Department has addressed all of the County's comments submitted through the ERC. The Parties further agree that the plans attached hereto as Exhibit A are the product of the ERC review process, and the County authorizes the Department of Public Works to issue a permit (the "Permit") to the Department's Contractor, authorizing the Department to construct the Project in accordance with Exhibit A. By issuing the Permit, the County agrees that the Department may proceed to construct the Project in accordance with the Schedule of Work included in Exhibit A. The County acknowledges and agrees that, during construction of the Local Roadway Improvements, the Department will provide law enforcement officers as required by the Department's Standard Specifications for Road and Bridge Construction, and no additional requirements will be imposed. The County agrees that the Permit will not impose any conditions other than those included in this Agreement, and the terms of this Agreement supersede any conflicting terms in the Permit. Additionally, the County waives any permit fees that may apply to issuance of the Permit.

Major modifications of the permitted plans (Exhibit A) must be submitted to the County for review using the ERC. A Major Modification is any modification that materially alters the kind or nature of the work depicted in the permitted plans (Exhibit A), or that alters the integrity or maintainability of the Project or its components. Subsequent to the County's review of the Major Modification(s) through the ERC, the County will update the Permit to reflect the submitted changes in accordance with the terms of this Agreement.

4. The County acknowledges that it has reviewed the attached Project Utility Relocation Schedules (Composite Exhibit B) and agrees to fully cooperate with the Department in the construction, reconstruction and relocation of utilities that are located within the right-of-way limits of the Project (see attached Exhibit A), except that the County shall not be required to expend any funds in the construction, reconstruction and relocation of these utilities.

5. The County acknowledges that the Department will be utilizing Federal funds to construct the Project, and as a result thereof, the County agrees to perpetually maintain the entire project. To maintain means to perform normal maintenance operations for the preservation of the entire Project, which shall include but is not limited to, roadway surfaces, shoulders, roadside structures, and such traffic control devices as are necessary for the safe and efficient use of the Project.

The maintenance of traffic control devices (the "TCDs") includes the continuous operation of the TCDs and the payment of electricity and electrical charges incurred in connection with the operation of such TCDs. The term TCD shall be defined in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), as follows: "a sign, signal, marking or other device used to regulate, warn or guide traffic, placed on, over, a street, highway, or private road, open to public travel, pedestrian facility, or shared used path, by authority of a public agency or official having jurisdiction. . . ." For purposes of this agreement the definition of TCD shall include flashing beacons.

Additionally, the Parties understand and agree that the Department shall transfer all permits to the County as the operational maintenance entity, and the County agrees to accept said transfer and to be fully responsible to comply with all operational and maintenance conditions of the permits.

Notwithstanding the requirements hereof, maintenance during construction shall be the responsibility of the Department and its Contractor, as set forth in paragraph 9 of this Agreement.

6. The Parties acknowledge and agree that the County's right-of-way and the improvements and structures located within the County's right-of-way, are and will remain under the ownership of the County, and that the Department will not have any ownership interest in the right-of-way, improvements, or structures located thereon or installed therein pursuant to this Project.
7. The Department shall require its construction Contractor to maintain, at all times during the construction, Contractor's Public Liability Insurance providing for a limit of not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, one person and, subject to that limit for each person, a total limit of \$5,000,000 for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence; and regular Contractor's Property Damage Liability Insurance providing for a limit of not less than \$50,000 for all damages arising out of injury to, or destruction of, property in any one occurrence and, subject

to that limit per occurrence, a total or aggregate limit of \$100,000 for all damages arising out of injury to, or destruction of, property during the policy period; or such other minimum insurance coverage that may be required by the Department for the construction of the Project, in accordance with the Department's standards and specifications. The Department shall further cause its Contractor to name the County and the Department as additional insured Parties on the afore-stated policies, and to provide evidence of Workers' Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefit of the Florida Workers' Compensation law for all employees.

8. The Department shall notify the County at least 48 hours before beginning construction within the County's right-of-way. Such notification may be provided verbally or via email, and the notice requirements set forth in paragraph 20 shall not apply to this paragraph.

The Department agrees that the County may, at reasonable times during the construction of the Project, inspect the Contractor's construction site and perform such tests as are reasonably necessary to determine whether the goods or services required to be provided by the Contractor, pursuant the Contractor's Construction Agreement with the Department, conform to the terms of said Construction Agreement. Upon request by the County, the Department shall coordinate with its Contractor to provide access to the County for performance of said inspections.

9. Maintenance during construction shall be the responsibility of the Department and its Contractor. Upon completion of the Project, the Department shall issue a Notice of Final Acceptance to the Contractor and shall provide a copy of said notice to the County. As of the date of the Notice of Final Acceptance, the County shall be immediately responsible for the maintenance of the entire project. The Department shall also have the right to assign interim maintenance responsibility to the County for specified portions of the Project before the issuance of the Notice of Final Acceptance. Said assignment of maintenance responsibility shall be sent by the Department to the County in writing with sufficient description to place the County on notice of the interim maintenance responsibility and shall comply with the notice requirement in paragraph 20 of this agreement.

Notwithstanding the issuance of the Notice of Final Acceptance, the Department shall have the right to assure completion of any punch list by the Contractor. Upon completion of all work related to construction of the Project, the Department will be required to submit to the County final as-built plans and an engineering certification that construction was completed in

accordance with the permitted plans. Additionally, the Department shall vacate the County's right-of-way and remove the Department's property, machinery, and equipment from the County's right-of-way. Furthermore, the Department shall restore those portions of the County's right-of-way disturbed by Project construction activities to substantially the same condition that existed immediately prior to commencement of the construction of the Project.

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

Prior to commencement of construction, the Department may, in its sole discretion, terminate this agreement if it determines that it is in the best interest of the public to do so. If the Department elects to terminate this Agreement, the Department shall deliver formal notice of termination to the County, as set forth in paragraph 20 of this Agreement.

11. In the event that any election, referendum, approval or permit, notice or other proceeding, or authorization is required to carry out the Project, the County agrees to expeditiously initiate and consummate, as provided by law, all actions necessary with respect to any such matters, with time being of the essence.
12. The Parties acknowledge and agree that the Project shall be constructed using Federal funds and that all costs incurred must be in conformity with applicable Federal and State laws, regulations, and policies and procedures.
13. The Department's performance and obligations under this Agreement are contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. Project costs utilizing fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received.
14. In the event that this agreement is in excess of \$25,000, and the agreement has a term for a period of more than one year, the provisions of Section §339.135(6)(a), Florida Statutes, are hereby incorporated into this agreement and are as follows::

The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during any such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering

into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term a for a period of more than 1 year.

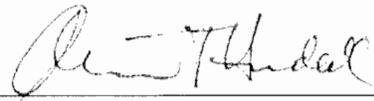
15. The Department is a state agency, self-insured and subject to the provisions of Section 768.28, Florida Statutes. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.
16. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this agreement
17. This agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.
18. No term or provision of this Agreement shall be interpreted for or against any party because that party's legal counsel drafted the provision.
19. In accordance with Executive Order No. 11-02 the Department's Vendor/Contractor(s) shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;
 1. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
 2. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with the Department.
20. All notices required pursuant to the terms hereof, shall be in writing and shall be sent by first class United States Mail, facsimile transmission, hand delivery or express mail. Notices shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided. Unless otherwise notified in writing, notices shall be sent to the following:

To the County:
Esther L. Calas, P.E.
Miami-Dade County Public Works Department
111 NW First Street, Suite 1640
Miami, Florida 33128
Ph: (305) 375-2960

To the Department:
Director of Transportation Operations
State of Florida, Department of Transportation
1000 N.W. 111th Avenue,
Miami, Florida 33172

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the dates exhibited, by the signatures below.

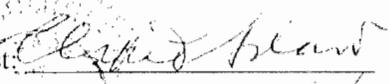
MIAMI-DADE COUNTY, FLORIDA **STATE OF FLORIDA**
DEPARTMENT OF TRANSPORTATION

By: 
Name: Alina T. Hudak
Title: County Manager

Date: APRIL 30, 2011

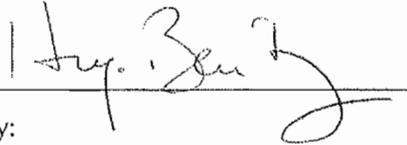
By: _____
Name: Debora M. Rivera, P.E.
Title: Director of Transportation Operations

Date: _____

Attest: 
By: 
Title: Clerk

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Approved as to form and legality:


By: _____

County Attorney

Department Legal Review:

By:

NOTES TO THE REVIEWERS

1. THIS IS A HIGH RISK RURAL ROADS HAZARDOUS SAFETY PROJECT. SCOPE IS LIMITED TO RECOMMENDATIONS MADE BY TRAFFIC OPERATIONS IN A HAZARDOUS SAFETY STUDY COMPLETED BY THE DEPARTMENT ON DECEMBER, 2008.
2. SW 182ND STREET IS A RURAL LOCAL ROAD OFF-SYSTEM ROAD, DESIGN SPEED 50 MPH AND POSTED SPEED 45 MPH.
3. BILLING AND RESPACING IS LIMITED TO THE AREAS WHERE SAFETY IMPROVEMENTS ARE RECOMMENDED (SEE PLANS).
4. AS RECOMMENDED BY THE HAZARDOUS SAFETY STUDY, EXISTING PARALLEL MARKINGS (IF WIDEN) WILL BE REMOVED AND NEW STANDARD PAVEMENT MARKINGS WILL BE PLACED FROM BEGIN TO END OF PROJECT.
5. ARCTIC IS COORDINATING WITH WISNOM-DADE COUNTY TO NOTIFY BUSINESS OWNERS OF THE REMOVAL/RELOCATION OF EXISTING TREES/PALMS AFFECTED BY PROPOSED WORK.

DATE	DESCRIPTION	REVISION	ENGINEER OF RECORD	STATE OF FLORIDA	DEPARTMENT OF TRANSPORTATION	PROJECT NO.	PROJECT NAME	SHEET NO.
				FLORIDA	7 BUSINESS DISTRICT	425-657-1-52-01		NR

NOTES TO THE REVIEWERS

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 6005-23.001, F.A.C.

UTILITY CERTIFICATION

Financial Project No.: 425457-1-52-01

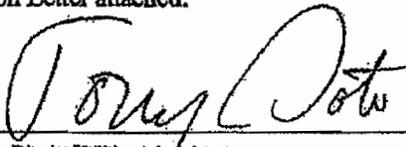
Utility Companies involved on project (list all)		Relocation Schedule (Y / N)	Clear (X)
1.	AT&T FL-Bellsouth	Y	<input checked="" type="checkbox"/>
2.	FPL	Y	<input checked="" type="checkbox"/>
3.			<input type="checkbox"/>
4.			<input type="checkbox"/>
5.			<input type="checkbox"/>
6.			<input type="checkbox"/>
7.			<input type="checkbox"/>
8.			<input type="checkbox"/>
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15.			<input type="checkbox"/>
16.			<input type="checkbox"/>
17.			<input type="checkbox"/>
18.			<input type="checkbox"/>
19.			<input type="checkbox"/>
20.			<input type="checkbox"/>

All agreements are consistent with Special Provisions of Contract.

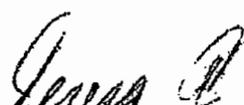
Utility JPA (list all)	Financial Project No.	Plans (Y / N)	Clear (X)
1. N/A	- - -		<input type="checkbox"/>
2.	- - -		<input type="checkbox"/>
3.	- - -		<input type="checkbox"/>
4.	- - -		<input type="checkbox"/>
5.	- - -		<input type="checkbox"/>

Utility Work Schedule(s) attached (Number: 2).

Utility Certification Letter attached.


 District Utilities Administrator

11/24/10
 Date


 Project Manager

11/24/10
 Date

For Jose Barrera "COMPOSITE EXHIBIT B"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK SCHEDULE

Financial Project ID: 425457-1-52-01	Federal Project ID:
County: Miami-Dade	State Road No.: N/A
District Document No:	
Utility Agency/Owner (UAO): BellSouth Telecommunications Inc. d/b/a AT&T Florida	

A. Summary of Utility Work And Execution

<u>NON-CONSTRUCTION ITEMS</u>	<u>ESTIMATED CALENDAR DAYS</u>	<u>CONSTRUCTION ITEMS</u>	<u>ESTIMATED CALENDAR DAYS</u>
Total Preliminary	_____	Total Prior to FDOT Project Construction	3
Total Material Procurement	_____	Total During FDOT Project Construction	_____
Total Right-of-Way Acquisition	_____		
Total Other	_____	*Calendar Days = UAO Work Days X 7/5 and takes into consideration simultaneous activities listed on Part "C" of this Schedule.	

This document has been developed as the method for a Utility Agency/Owner (UAO) to transmit to the Florida Department of Transportation (FDOT), the FDOT's Contractor, and other right-of-way users, the location, relocation, adjustment, installation, and/or protection of their facilities, on this FDOT project. The following data is based on FDOT preliminary construction plans dated Sept 8, 2010. Any deviation by the FDOT or its contractor from the plans, as provided, may render this work schedule null and void. Upon notification by FDOT of such change, this utility may require additional days for assessment and negotiation of a new work schedule. This UAO is not responsible for events beyond the control of the UAO that could not reasonably be anticipated by the UAO and which could not be avoided by the UAO with the exercise of due diligence at the time of the occurrence. The UAO agrees to notify the Department in writing prior to starting, stopping, resuming, or completing work.

UAO Project Representative: Steven B. Massie Telephone Number: 305-222-8745
 UAO Field Representative: TBD Telephone Number: _____

This document is a printout of an FDOT form maintained in an electronic format and all revisions thereto by the UAO in the form of additions, deletions or substitutions are reflected only in an Appendix entitled "Changes to Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of this document. By signing this document, the UAO hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled "Changes to Form Document".

You MUST signify by selecting or checking which of the following applies:

- No changes to forms document.
- Appendix "Changes to Forms Document" is attached. _____ Number of Attachment Pages.

<p>Authorized Utility Agent:</p> <p><u><i>Steven B. Massie</i></u> (Signature)</p> <p><u>Steven B. Massie</u> (Printed Name)</p> <p><u>Mgr OPS Planning/Design</u> (Title)</p> <p><u>11/22/2010</u> (Date)</p>	<p>**Engineer of Record (EOR):</p> <p>_____ (Signature)</p> <p>_____ (Printed Name)</p> <p>_____ (Title)</p> <p>_____ (Date)</p>	<p>Acceptance by District Utilities:</p> <p><u><i>Tony Soto</i></u> (Signature)</p> <p><u>TONY SOTO</u> (Printed Name)</p> <p><u>DIST. UTIL. ADM.</u> (Title)</p> <p><u>11/24/10</u> (Date)</p>
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(*When requested by the District, the EOR will attest to compatibility of plans, specifications and Utility Work Schedule)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK SCHEDULE

Financial Project ID: 425457-1-52-01	Federal Project ID:
County: Miami-Dade	State Road No.: N/A
District Document No:	
Utility Agency/Owner (UAO): BellSouth Telecommunications Inc. d/b/a AT&T Florida	
B. Special Conditions / Constraints	

Based on the current scheduled letting date of May 25, 2011 and estimated construction start date of September 7, 2011 for this project, AT&T Florida construction activities planned "prior to construction" are scheduled to complete by July 1, 2011.

UTILITY WORK SCHEDULE

Financial Project ID: 425457-1-52-01		Federal Project ID:		
County: Miami-Dade		State Road No.: N/A		
District Document No:				
Utility Agency/Owner (UAC): BellSouth Telecommunications, Inc. d/b/a AT&T Florida				
Disposition of Facilities (List All Existing & Proposed) on Project:				
UTILITY FACILITIES BY STATUS/ TYPE/SIZE/MATERIAL/OFFSET TO BASELINE FROM STA TO STA	DESCRIPTION OF UTILITY WORK	DEPENDENT ACTIVITIES	M.O.T. PHASE NUMBER	CONSECUTIVE CALENDAR DAYS
<p>SW 192 St</p> <p>1) Sta 10+20 (RT) OT (aerial cable)</p> <p>2) Sta 10+30 (L) BT (buried cable)</p>	<p>Transfer aerial attachment to relocated FPL pole</p> <p>Relocate/Adjust buried cable North clear of future guardrail post/end anchorage assembly</p>	<p>Completed pole relo and facility transfer by others</p>	<p>Prior to Const</p> <p>Prior to Const</p>	<p>2</p> <p>1</p>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK SCHEDULE

Financial Project ID: 425457-1-52-01		Federal Project ID:		
County: Miami-Dade		State Road No.: N/A		
District Document No:				
Utility Agency/Owner (UAG): BellSouth Telecommunications (re. d/b/a AT&T Florida)				
C. Disposition of Facilities (List All Existing & Proposed) on Project:				
UTILITY FACILITIES BY STATUS/ TYPE/SIZE/MATERIAL/OFFSET TO BASELINE FROM STA TO STA	DESCRIPTION OF UTILITY WORK	DEPENDENT ACTIVITIES	M.O.T. PHASE NUMBER	CONSECUTIVE CALENDAR DAYS

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK SCHEDULE

Financial Project ID: 425457-1-52-01	Federal Project ID:
County: Miami-Dade	State Road No.:
District Document No:	
Utility Agency/Owner (UAO): FPL- SW 192 St (HRRR) from SW 197 Ave to SW 177 Ave	

A. Summary of Utility Work And Execution

<u>NON-CONSTRUCTION ITEMS</u>	<u>ESTIMATED *CALENDAR DAYS</u>	<u>CONSTRUCTION ITEMS</u>	<u>ESTIMATED *CALENDAR DAYS</u>
Total Preliminary	30	Total Prior to FDOT Project Construction	6
Total Material Procurement	30	Total During FDOT Project Construction	0
Total Right-of-Way Acquisition			
Total Other	30		

*Calendar Days = UAO Work Days X 7/5 and takes into consideration simultaneous activities listed on Part "C" of this Schedule.

This document has been developed as the method for a Utility Agency/Owner (UAO) to transmit to the Florida Department of Transportation (FDOT), the FDOT's Contractor, and other right-of-way users, the location, relocation, adjustment, installation, and/or protection of their facilities, on this FDOT project. The following data is based on FDOT preliminary construction plans dated 9/7/10. Any deviation by the FDOT or its contractor from the plans, as provided, may render this work schedule null and void. Upon notification by FDOT of such change, this utility may require additional days for assessment and negotiation of a new work schedule. This UAO is not responsible for events beyond the control of the UAO that could not reasonably be anticipated by the UAO and which could not be avoided by the UAO with the exercise of due diligence at the time of the occurrence. The UAO agrees to notify the Department in writing prior to starting, stopping, resuming, or completing work.

UAO Project Representative: Angel Vargas Telephone Number: 305-442-5129
 UAO Field Representative: Crew Supervisor Telephone Number: 305-5694158

This document is a printout of an FDOT form maintained in an electronic format and all revisions thereto by the UAO in the form of additions, deletions or substitutions are reflected only in an Appendix entitled "Changes to Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the UAO hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled "Changes to Form Document".

You MUST signify by selecting or checking which of the following applies:

- No changes to forms document.
- Appendix "Changes to Forms Document" is attached. Q Number of Attachment Pages.

Authorized Utility Agent:	**Engineer of Record (EOR):	Acceptance by District Utilities:
<u>Angel Vargas</u> (Signature)	<u>[Signature]</u> (Signature)	<u>Tony Soto</u> (Signature)
Angel Vargas (Printed Name)	<u>[Printed Name]</u> (Printed Name)	TONY SOTO (Printed Name)
Customer Project Manager		DIST. UTIL. ADM.
<u>[Title]</u> (Title)	<u>[Title]</u> (Title)	<u>[Title]</u> (Title)
11/17/10		11/24/10
<u>[Date]</u> (Date)	<u>[Date]</u> (Date)	<u>[Date]</u> (Date)

(*When requested by the District, the EOR will attest to compatibility of plans, specifications and Utility Work Schedule)

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK SCHEDULE

Financial Project ID: 425457-1-82-01		Federal Project ID:
County: Miami-Dade		State Road No.:
District Document No.:		
Utility Agency/Owner (UAO): FPL-SW 192 St (HRRR) from SW 197 Ave to SW 177 Ave		
B. Special Conditions / Constraints		
1.	All work to be completed during normal FPL working hours (8:00 AM to 4:00 PM, Monday - Friday). FPL schedules to complete all relocation work by August 1, 2011, prior to start of FDOT road construction.	
2.	FPL to schedule the Relocation of Buried Facilities to be worked simultaneously with the Relocation of Overhead Facilities. FPL will not be liable for any down time claims, in whole or part, by the FDOT Contractor, which are due to delays caused by any other Utility or Contractor involved in this project.	
3.	Construction days lost during the work by FPL caused by inclement weather, storm restoration activities or FDOT Contractor delays will void the time frames with this relocation schedule.	
4.	All existing FPL facilities must remain in place and energized until the new facilities are installed and operational.	
5.	The roadway Contractor and all of his sub-contractors must abide by all OSHA Rules and Regulations regarding clearances to FPL's energized electrical facilities.	
6.	FDOT Contractor to maintain a minimum distance of 5 feet from excavating, digging, trenching, or the likes; to any FPL pole bases and/or down guys.	
7.	FPL to remove Old Poles, left behind from the relocation work, within 30 days after Attachees have advised FPL of being transferred out from those Old Poles.	
8.	In case of any unforeseen conflicts, FPL will require 30 days lead time to respond.	
9.	All existing FPL Owned Street Lighting will remain in place and operational until Temporary or Permanent Lighting is installed and operational.	
10.	FPL understands there are improvements to the Signalization System and will install the necessary Service Riser at a cost of \$148.00 each. FDOT Contractor is to pay these charges and secure electrical inspection prior to FPL energizing this service.	
11.	FPL is a member of SUNSHINE STATE ONE CALL OF FLORIDA. Locates shall be provided upon notification from SUNSHINE ONE CALL with a locate ticket number.	
12.		
13.		

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK SCHEDULE

Financial Project ID: 425457-1-52-01		Federal Project ID:		
County: Miami-Dade		State Road No.:		
District Document No.:				
Utility Agency/Owner (UAO): FPL - SW 192 St (HRRR) from SW 197 Ave to SW 177 Ave				
C. Disposition of Facilities (List All Existing & Proposed) on Project:				
UTILITY FACILITIES BY STATUS/ TYPE/SIZE/MATERIAL/OFFSET TO BASELINE FROM STA TO STA	DESCRIPTION OF UTILITY WORK	DEPENDENT ACTIVITIES	M.O.T. PHASE NUMBER	CONSECUTIVE CALENDAR DAYS
1.) 23KV Pole Line running along the south side of SW 192 St from west of SW 197 Ave to east of SW 177 Ave.	Facilities to Remain in Place and Energized	N/A	N/A	N/A
2.) 23KV Pole & Equipment at approx Sta. 10+20, 25ft RT of SW 192 St BL Survey.	Relocate 23KV pole and attachments away from control zone by installing a 23KV poles and attachments at approx. Sta. 10+20, 50ft RT and another 23 KV pole and attachments at approx. Sta. 10+50, 25ft RT of SW 192 St BL Survey. b) Pull out Old Pole	N/A	Prior to Road Construction	5
3.) 23KV Pole Line running across SW 192 St at approx Sta. 10+20 of SW 192 St BL Survey.	Facilities to Remain in Place and Energized	AT&T to transfer off the Pole	Prior to Road Construction	1
4.) 23KV Pole Line running across SW 192 St at approx Sta. 23+20 of SW 192 St BL Survey.	Facilities to Remain in Place and Energized	N/A	N/A	N/A

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