MEMORANDUM

Agenda Item No. 8(N)(1)

TO:	Honorable Chairwoman Rebeca Sosa and Members, Board of County Commissioners	**DATE:**	June 3, 2014
FROM:	R. A. Cuevas, Jr. County Attorney	**SUBJECT:**	Resolution authorizing Miami-Dade County to enter into a Memorandum of Agreement with Florida Department of Transportation to take possession of and perform maintenance on a safety improvement feature to be built within the Miami-Dade County Metrorail South Corridor located east and west of SW 27th Avenue, Miami-Dade County, Florida; and authorizing the County Mayor to take all actions necessary to accomplish the execution of the agreement

The accompanying resolution was prepared by the Miami-Dade Transit Department and placed on the agenda at the request of Prime Sponsor Commissioner Xavier L. Suarez and Co-Sponsor Commissioner Bruno A. Barreiro.

R. A. Cuevas, Jr.
County Attorney

RAC/cp

Memorandum

MIAMI-DADE COUNTY

Date: June 3, 2014

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Resolution Authorizing Miami-Dade County to Enter into a Memorandum of Agreement with Florida Department of Transportation to Take Possession of and Perform Maintenance on a Safety Improvement Feature to be Built Within the Miami-Dade County Metrorail South Corridor, Located East and West of SW 27th Avenue, Miami-Dade County, Florida

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RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing Miami-Dade County (County) to enter into a Memorandum of Agreement (MOA) on behalf of Miami-Dade Transit (MDT) with the Florida Department of Transportation (FDOT) in order to take possession and perform maintenance of a safety improvement feature (a hot-dipped galvanized steel picket fence) to be built within the Metrorail South Corridor located approximately 200 feet west of SW 30th Court to approximately 80 feet west of SW 27th Avenue and approximately 150 feet east of SW 27th Avenue to approximately 350 feet east of Secoffee Terrace, Miami-Dade County, Florida; and authorizing the County Mayor or County Mayor's designee to take all actions necessary to accomplish the execution of the MOA.

SCOPE

The project is located in Commission Districts 5 (Barreiro) and 7 (Suarez). However, the impact benefits the public, and is therefore, Countywide.

FISCAL IMPACT/FUNDING SOURCE

There is a negligible fiscal impact associated with the acceptance and maintenance of this safety feature mentioned in this MOA. MDT will receive approximately 3,000 feet of fence line at no cost to the County. The cost to conduct maintenance of the fence by MDT is approximately $500.00 annually.

TRACK RECORD/MONITOR

Miami-Dade County has entered into similar agreements in the past. The person responsible for managing the execution of this MOA is Froilan Baez, Chief, MDT Right-of-Way, Utilities and Property Management Division.

BACKGROUND

In May 2012, FDOT conducted a study which determined that a fence was needed to prevent pedestrians and/or MDT patrons from randomly crossing US-1 at locations that are unsafe. Installing the fence will allow pedestrians to travel to the closest signalized intersection in order to safely cross US-1.

FDOT is proposing to install approximately 3,000 feet of hot-dipped galvanized steel picket fence line within the MDT Metrorail South Right-of-Way Corridor which is along the north side of State Road (SR) 5/US-1 from west of SW 30th Court to east of Secoffee Terrace. This fence will match the existing fencing at the station. FDOT will also remove hedges that are grown within the Metrorail Corridor and in conflict with the proposed fence.

This fence is to be installed as part of FDOT roadway improvement project ID No.429021-1-52-01 (Sheets 1, 10-14, 16, 17 and 19). The work to be performed under this project includes the installation of the fence, milling and resurfacing of the roadway pavement, installation of lighting fixtures, and other incidental improvements. The proposed fence lines are also illustrated in the attached Exhibit "A".

Alina T. Hudak
Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: June 3, 2014

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

SUBJECT: Agenda Item No. 8(N)(1)

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 Mayor'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(N)(1)
6-3-14

RESOLUTION NO. _____

RESOLUTION AUTHORIZING MIAMI-DADE COUNTY TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION TO TAKE POSSESSION OF AND PERFORM MAINTENANCE ON A SAFETY IMPROVEMENT FEATURE TO BE BUILT WITHIN THE MIAMI-DADE COUNTY METRORAIL SOUTH CORRIDOR LOCATED EAST AND WEST OF SW 27TH AVENUE, MIAMI-DADE COUNTY, FLORIDA; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO ACCOMPLISH THE EXECUTION OF THE AGREEMENT

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:

Section 1. That this Board approves the Memorandum of Agreement (MOA) between Miami-Dade County on behalf of Miami-Dade Transit (MDT), and Florida Department of Transportation (FDOT) in substantially the form attached hereto and made a part hereof, for the construction of a galvanized steel picket fence and other incidental improvements by FDOT within the Miami-Dade County Metrorail Right-of-Way Corridor.

Section 2. That this Board further authorizes the County Mayor or County Mayor's designee, to execute the MOA on behalf of Miami-Dade County for MDT and to exercise all provisions therein.

Section 3. Pursuant to Resolution R-974-09, record the instrument in the Public Records of Miami-Dade County, Florida; and to provide a recorded copy of the instrument to the Clerk of the Board within thirty (30) days of execution of said instrument; and directs the Clerk of the Board to attach and permanently store a recorded copy together with this resolution.

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:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro	Esteban L. Bovo, Jr.
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of June, 2014. 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.

Alex S. Bokor

MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND MIAMI-DADE COUNTY

THIS MEMORANDUM OF AGREEMENT (the "MOA") is made and entered into on the ____ day of _____, 2014, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (the "Department") and MIAMI-DADE COUNTY (the "County").

RECITALS

WHEREAS, the Department is undertaking Project FM# 429021-1-52-01 (the "Project") on SR5/US-1 east and west of SW 27th Avenue; and

WHEREAS, the Project is a safety project which will include safety improvement features, based on a safety study performed by the Department; and

WHEREAS, the safety improvements features include features to be installed by the Department, at its sole cost and expense, within County Right-of-Way, more specifically, Miami-Dade Transit ("MDT") Metrorail South Right-of-Way Corridor ; and

WHEREAS, the improvement features to be installed within MDT Metrorail Right-of-Way Corridor include, but are not limited to, a hot-dipped galvanized steel picket fence, and, at MDT's request, shall further include the removal of existing hedges along the fence feature; and

WHEREAS, MDT is agreeable to the Department accessing MDT Right-of-Way, subject to a permit, for purposes of completing the work to be performed;

WHEREAS, the Department will be utilizing federal funds for the work to be performed within MDT Right-of-Way, and the County, through MDT, shall therefore be responsible for the maintenance of the improvements on MDT Right-of-Way.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the parties agree to the following terms:

TERMS

1. **Recitals and Exhibits.** The Recitals to this MOA are incorporated into and made a part hereof.

2. **Improvements to be Constructed and Accepted.** The Department shall install approximately 3,000 feet of hot-dipped galvanized steel picket fence within MDT Metrorail Right-of-Way Corridor along the north side of State Road (SR) 5/US-1, extending from approximately 200 feet west of SW 30th Court to approximately 80 feet west of SW 27th Avenue and extending approximately 150 feet east of SW 27th Avenue to approximately 350 feet east of Secoffee Terrace, Miami, Florida. At the request of MDT, the fence shall be painted forest green and the Department shall remove the hedges along the fence line.

3. **Right of Entry.** The County, through MDT, agrees to grant the Department the authority for entry onto MDT Right-of-Way for purposes of completing the work described in Paragraph 2.

4. **Maintenance.** The County, through MDT, has and does hereby agree to undertake all maintenance activities for the improvements/work described in Paragraph 2 herein, and maintain the features and improvements in good working order, for the useful life of the same, at its sole cost and expense. Additionally, the County agrees not to remove the fence during the useful life of the same, unless the same shall be for replacement of same. In the event the fence is in conflict with proposed improvements of any future joint development at the nearby station, modifications or removal of portion(s) of the fence may be necessary in order to integrate the joint development with the station area.

5. **Additional Improvements.** The parties agree and understand that, in addition to the features described in Paragraph 2 herein, the Department shall further install on MDT Right-of-Way, one new mast arm signal structure on the northwest corner of the intersection of SR 5/US-1 and SW 27th Avenue, three new light poles along the southbound approach to the afore-said intersection on the north side of SR 5/US-1, and traffic signs. The parties understand and agree that the maintenance of these additional improvements is undertaken by Miami-Dade County through its public works department, by separate agreement between the Department and Miami-Dade County.

6. **Entire Understanding and Modification.** This MOA constitutes the entire understanding between the parties and supersedes all prior agreements and understandings relating to the subject matter hereof. This MOA cannot be amended, modified or altered except by an agreement in writing that is executed by all parties.

7. **Binding Effect.** This MOA shall be binding upon and shall insure to the benefit of the parties hereto, and their respective successors, permitted assigns, heirs and legal representatives.

8. **Governing Law.** The substantive laws of the State of Florida, and the laws of the United States of America, shall govern the validity, construction, performance, enforcement and interpretation of this Agreement.

9. **Counterparts.** This MOA may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy or facsimile copy of this MOA and any signatory hereon shall be considered for all purposes as an original.

10. **Construction.** The parties acknowledge that they have had equal bargaining strength, and that any rule of construction to the effect that ambiguities are to be resolved against one party or the other shall not apply in the interpretation of this MOA.

11. **Sovereign Immunity.** Nothing herein shall be construed as a waiver of either party's sovereign immunity or a waiver by either party of the benefits of Section 768.28, Florida Statutes, or any similar provision of law.

12. **Additional provision.** In the event that any provision of this MOA 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 executed 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 for a period of more than 1 year.

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

MIAMI-DADE COUNTY BOARD OF
COUNTY COMMISSIONERS

BY: _____
Alina T. Hudak
DEPUTY MAYOR

ATTEST: _____
CLERK OF THE BOARD

Approved by County Attorney's Office
AS TO Form and LEGAL SUFFICIENTY:

BY: _____
ASSISTANT COUNTY ATTORNEY

Bruce Libhaber, Esq.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
Gus Pego
DISTRICT SECRETARY

ATTEST: _____
EXECUTIVE SECRETARY

APPROVED AS TO LEGAL FORM

BY: _____
DISTRICT GENERAL COUNSEL

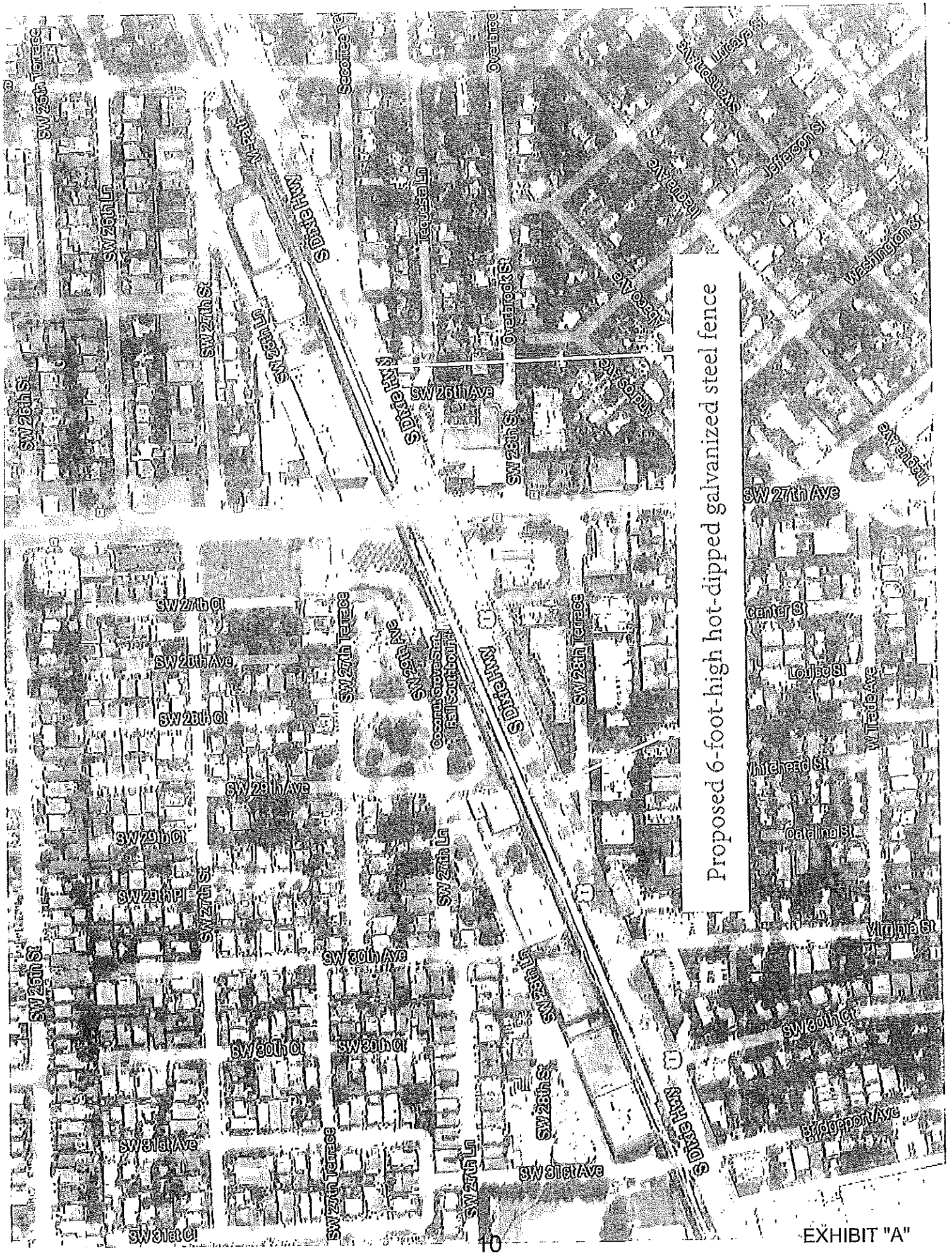

Proposed 6-foot-high hot-dipped galvanized steel fence
SW 26th Terrace
SW 26th Ln
SW 27th St
SW 28th Ln
SW 26th St
S Dixie Hwy
Secoffee Ter
Overbrook
Tequesta Ln
Overbrook St
SW 26th Ave
SW 28th St
Andros Ave
Abaco Ave
Lucaya St
Swanson Ave
Jefferson St
Inagua Ave
Washington St
SW 27th Ave
SW 27th Ct
SW 28th Ave
SW 28th Ct
SW 27th Terrace
SW 29th Ave
Coconut Grove Star Rail South bound
SW 28th Terrace
Center St
Louise St
W Trade Ave
Whitehead St
Catalina St
SW 29th Ct
SW 29th Pl
SW 27th St
SW 27th Ln
Virginia St
SW 30th Ave
SW 30th Ct
SW 31st Ave
SW 31st Ct
SW 28th St
Bridgeport Ave

EXHIBIT "A"

CONSTRUCTION CONTRACT NO. T6355

COMPONENTS OF CONTRACT PLANS SET

ROADWAY PLANS
SIGNING AND PAVEMENT MARKING PLANS
SIGNALIZATION PLANS
LIGHTING PLANS

A DETAILED INDEX APPEARS ON THE KEY SHEET OF EACH COMPONENT

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2-3	SUMMARY OF PAY ITEMS
4-6	TYPICAL SECTIONS
7	TYPICAL SECTION DETAILS
8-9	SUMMARY OF QUANTITIES
10	GENERAL NOTES
11-17	ROADWAY PLAN
18-20	SPECIAL DETAILS
21	TRAFFIC CONTROL PLAN NOTES
22	TRAFFIC CONTROL PLAN
23	TRAFFIC CONTROL PLAN GUIDE SIGN WORKSHEET
24	VERIFIED UTILITY LOCATIONS
CTL-1	PROJECT NETWORK CONTROL
CTL-2	PROJECT NETWORK CONTROL

LIST OF REVISED INDEX DRAWINGS

INDEX NO. SHEET NO.

GOVERNING STANDARDS AND SPECIFICATIONS:
Florida Department of transportation, 2014 Design Standards and revised Index Drawings as appended herein, and 2014 Standard Specifications for Road and Bridge Construction, as amended by Contract Documents.

For Design Standards click on the "Design Standards" link at the following web site:
http://www.dot.state.fl.us/rddesign/

For the Standard Specifications for Road and Bridge Construction click on the "Specifications" link at the following web site:
http://www.dot.state.fl.us/specificationsoffice/

REVISIONS

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

CONTRACT PLANS

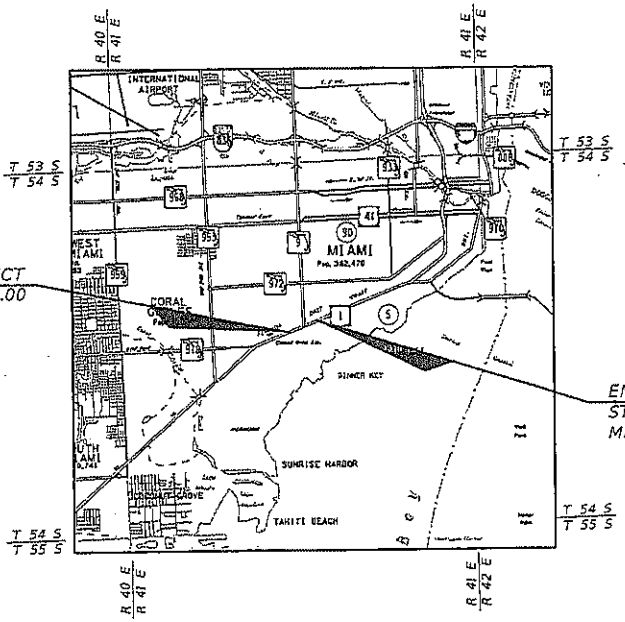
FINANCIAL PROJECT ID 429021-1-52-01

(FEDERAL FUNDS)

MIAMI-DADE COUNTY (87030)

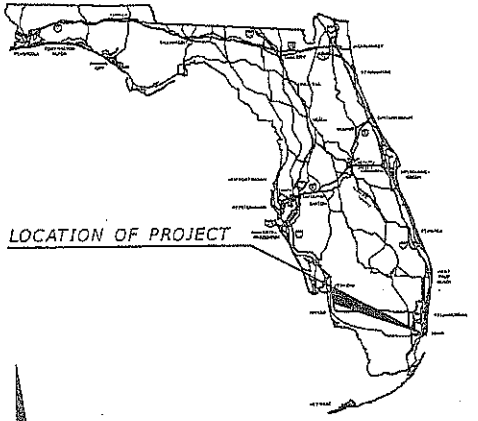
STATE ROAD NO. 5

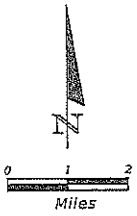
US 1 / SOUTH DIXIE HWY. AT SR 9/SW 27TH AVENUE
INTERSECTION IMPROVEMENT



BEGIN PROJECT
STA. 1422+60.00
MP 6.384

END PROJECT
STA. 1433+51.00
MP 6.591





ROADWAY SHOP DRAWINGS TO BE SUBMITTED TO:

Raul E. Alessandri, P.E.
ALVAREZ ENGINEERS, INC
10305 N.W. 41st Street, Suite 103
Doral, Florida 33178
Tel. (305) 640-1345

PLANS PREPARED BY:

ALVAREZ ENGINEERS, INC.
Florida Certificate of Authorization # 7538
10305 N.W. 41st Street, Suite 103
Doral, Florida 33178
Tel. (305) 640-1345 Fax (305) 640-1346
E-mail Alvarez@AlvarezEng.com

VENDOR No. 65-0682480
CONTRACT C-8Y33

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

NOTE: THIS PROJECT TO BE LET TO CONTRACT WITH FINANCIAL PROJECT ID 429021-1-56-01, WHICH HAS NO PLANS, FOR FINANCIAL PURPOSES ONLY.

LENGTH OF PROJECT		
	LINEAR FEET	MILES
ROADWAY	1091	0.207
BRIDGES	0	0
NET LENGTH OF PROJECT	1091	0.207
EXCEPTIONS	0	0
GROSS LENGTH OF PROJECT	1091	0.207

KEY SHEET REVISIONS	
DATE	DESCRIPTION

FDOT PROJECT MANAGER: HONG BENITEZ, P.E.

ROADWAY PLANS
ENGINEER OF RECORD: RAUL E. ALESSANDRI, P.E.

P.E. NO.: 75506

FISCAL YEAR	SHEET NO.
14	1

raul 3/5/2014 11:54:14 AM P:\4290311\5201\roadway\keysr001.dgn

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

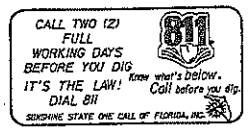
GENERAL NOTES:

1. REFER TO THE "NETWORK CONTROL SHEET" FOR HORIZONTAL AND VERTICAL DATUMS USED ON THIS PROJECT.
2. ALL PUBLIC LAND CORNERS AND PRIMARY NETWORK CONTROL SURVEY MONUMENTS ARE TO BE PROTECTED BY THE CONTRACTOR. CORNERS AND MONUMENTS WITHIN THE WORK ZONE AND IN DANGER OF BEING DAMAGED, DESTROYED OR COVERED SHALL BE PROPERLY REFERENCED BY A REGISTERED LAND SURVEYOR IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS OF THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYOR PRIOR TO THE BEGINNING OF WORK. UPON PROJECT COMPLETION THE CONTRACTOR SHALL RESTORE ALL SUCH CORNERS AND MONUMENTS AND SHALL FURNISH TO THE DISTRICT LOCATION SURVEYOR A SIGNED AND SEALED COPY OF THE LAND SURVEYOR'S REFERENCE DRAWING. INCLUDE ALL COST OF REFERENCING, RESTORING AND PRESERVING CORNERS AND MONUMENTS IN THE BID PRICE FOR ITEM 101-1 MOBILIZATION.
3. ALL EXCESS MATERIAL AS DESIGNATED BY THE ENGINEER IS TO BE DISPOSED BY THE CONTRACTOR IN AREAS PROVIDED BY HIM WITHIN 72 HOURS OF BEING DEPOSITED IN THE CONSTRUCTION AREA AND AT THE CONTRACTOR'S EXPENSE.
4. THE CONTRACTOR SHALL USE A STREET SWEEPER (USING WATER) OR OTHER EQUIPMENT CAPABLE OF CONTROLLING AND REMOVING DUST. APPROVAL OF THE USE OF SUCH EQUIPMENT IS CONTINGENT UPON ITS DEMONSTRATED ABILITY TO DO THE WORK. CLEANING AND SWEEPING IS TO BE INCLUDED IN ITEM 102-1 MAINTENANCE OF TRAFFIC.
5. EXISTING UTILITIES ARE BACKFILLED WITH FLOWABLE FILL. LARGE CHUNKS OF EXCAVATED MATERIAL SHALL BE REPLACED WITH SUITABLE MATERIAL OR PROCESSED TO MAKE THEM SUITABLE FOR BACKFILLING OR EMBANKMENT CONSTRUCTION. COST TO BE INCLUDED IN RELATED BID ITEMS.
6. WORK NECESSARY FOR HARMONIZATION OUTSIDE R/W SHALL BE INCLUDED IN RELATED BID ITEMS (STRUCTURAL ASPHALT, SOD, CONCRETE, BRICKS, ETC.). CLEARING AND GRUBBING, EARTHWORK AND GRADING ARE INCIDENTAL TO THESE ITEMS.
7. OUTSIDE OF THE CLEARING AND GRUBBING LIMITS SHOWN ON PLANS THE CONTRACTOR SHALL PERFORM STANDARD CLEARING AND GRUBBING FOR THE WORK BEING DONE AS APPROVED BY THE ENGINEER. COST TO BE INCLUDED IN 110-1-1, CLEARING AND GRUBBING.
8. SAW CUTTING OF THE EXISTING SIDEWALKS SHALL BE MADE ONLY AT THE NEAREST FLAG JOINTS.
9. INSTALLATIONS OF NEW PULL BOXES SHALL BE PERFORMED BY QUALIFIED ELECTRICAL CONTRACTOR. WHEN NEW PULL BOX IS REPLACING EXISTING PULL BOX, THE CONTRACTOR SHALL ADJUST CONDUITS AND CABLES TO FIT THE NEW PULL BOX ELEVATION. COST OF ADJUSTMENTS IS INCLUDED IN THE PULL BOX PAY ITEM.
10. THE CONTRACTOR SHALL PERFORM AN INVENTORY OF ALL EXISTING STREET LIGHTING, TRAFFIC SIGNAL AND OTHER ELECTRIC AND COMMUNICATION INSTALLATIONS (POLES, PULL BOXES, CONTROLLER CABINET, SERVICE POINTS, ETC.) WITHIN THE AFFECTED LIMITS. AFFECTED LIMITS INCLUDE ALL AREAS WHERE CLEARING AND GRUBBING, EXCAVATION, REMOVAL OF SIDEWALK, OR ANY SPECIFIED ELECTRICAL WORKS ARE BEING PERFORMED. THE CONTRACTOR SHALL SUBMIT A REPORT OF THE CONDITION OF EACH INSTALLATION AND ITS CONTENT TO THE ENGINEER PRIOR TO THE BEGINNING OF CONSTRUCTION; INCLUDING PHOTOGRAPHS OF ANY IDENTIFIED DEFICIENCIES.
11. THE CONTRACTOR SHALL REPAIR ALL DAMAGED PULL BOXES AND THEIR CONTENT IN ACCORDANCE WITH THE LATEST FDOT, MAINTAINING AGENCY AND NATIONAL ELECTRICAL CODE REQUIREMENTS. ALL DAMAGED CABLES AND CONDUCTORS SHALL BE REPLACED, NO SPLICES ARE ALLOWED.
12. ALL EXISTING CRASH CUSHION COMPONENTS SHALL BE DELIVERED TO AND UNLOADED AT THE SOUTH DADE MAINTENANCE YARD LOCATED AT 14855 SW 122 AVENUE, MIAMI FL 33186 TEL. (305) 256-6330. COST TO BE INCLUDED IN PAY ITEM 110-86, DELIVERY OF SALVAGEABLE MATERIAL.
13. CONTRACTOR SHALL SECURE ALL REQUIRED PERMITS FROM THE MIAMI-DADE COUNTY REGULATORY & ECONOMIC RESOURCES (RER) DEPARTMENT FOR THE INSTALLATION OF THE PROPOSED HOT-DIPPED GALVANIZED STEEL PICKET FENCE AND ALL OTHER REQUIREMENTS. THE COST FOR SECURING THE REQUIRED PERMITS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
14. FENCE LOCATION AS SHOWN ON THE PLANS MAY BE ADJUSTED SLIGHTLY TO AVOID CONFLICT WITH TREES AS DIRECTED BY THE ENGINEER. FENCE SHALL BE AT LEAST 6 INCHES FROM EXISTING PALMS AND POSTS SHALL NOT BE PLACED WITHIN 2 FEET OF ANY PALM. EXTREME LOCATION CHANGES MUST BE APPROVED BY MIAMI-DADE TRANSIT.

UTILITIES:

1. FOR UTILITY ADJUSTMENT SYMBOLS, SEE STANDARD INDEX NO.002.
2. ALL EXISTING UTILITIES ARE TO REMAIN UNLESS OTHERWISE NOTED.
3. TWO FULL BUSINESS DAYS PRIOR TO DIGGING THE CONTRACTOR SHALL CALL SUNSHINE STATE ONE CALL OF FLORIDA, TELEPHONE NUMBER 811, AND THE UTILITY OWNER AND REQUEST UTILITY LOCATIONS. A CONTRACTOR'S REPRESENTATIVE MUST BE PRESENT WHEN UTILITY COMPANIES LOCATE THEIR FACILITIES.
4. TWO FULL BUSINESS DAYS PRIOR TO DIGGING NOTIFY THE ENGINEER AND CALL FDOT MAINTENANCE DEPARTMENT, TELEPHONE NUMBER (305) 650-0082 AND REQUEST LIGHTING CONDUITS LOCATIONS.
5. THE CONTRACTOR IS ADVISED THAT PROPERTIES ADJACENT TO THE PROJECT HAVE ELECTRIC, TELEPHONE, GAS, WATER AND/OR SEWER SERVICE LATERALS WHICH MAY NOT BE SHOWN IN PLANS. THE CONTRACTOR MUST REQUEST TIE LOCATION OF THESE LATERAL SERVICES FROM THE UTILITY COMPANIES. THE ADDITIONAL COST OF EXCAVATING, INSTALLING, BACKFILLING AND COMPACTING AROUND THESE LATERAL SERVICES MUST BE INCLUDED IN THE BID RELATED ITEM FOR THE WORK BEING DONE.
6. PRE-TRENCHING IN THE ALIGNMENT AND GRADE OF PROPOSED PIPES STRUCTURES, FRENCH DRAINS, SLAB COVERED TRENCHES, CONDUITS, POLE FOUNDATIONS AND/OR SUB-GRADE SHALL BE PERFORMED SEVEN DAYS IN ADVANCE OF ITS CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE UNDERGROUND UTILITY OWNERS AND THE DEPARTMENT WITH A SEVEN DAYS ADVANCE NOTICE OF ANY CONFLICT WITH PROPOSED CONSTRUCTION. THIS NOTIFICATION SHALL PROVIDE SURVEY INFORMATION ABOUT EXISTING UTILITY ALIGNMENT, GRADE AND POSSIBLE CONFLICTS. PAYMENT FOR PRE-TRENCHING, SURVEY AND BACKFILLING SHALL BE INCLUDED IN THE COST OF THE RELATED BID ITEM FOR THE WORK BEING DONE.
7. UTILITY OWNER:

AT&T/DISTRIBUTION	(305) 222-8745
AMERICAN TRAFFIC SOLUTIONS	(954) 873-5713
COMCAST CABLE	(954) 447-6403
DADE COUNTY PW & TRAFFIC	(305) 592-8025 EXT.248
FDOT SUNGUIDE TMC	(954) 342-0690
FPL DISTRIBUTION	(305) 442-5259
FPL FIBERNET LLC	(305) 552-2931
FPL TRANSMISSION	(561) 904-3504
MCI	(904) 355-0167
MIAMI-DADE WATER & SEWER	(786) 268-5255
TECO PEOPLES GAS SOUTH FLORIDA	(954) 453-0805



ENVIRONMENTAL NOTES:

1. ANY MATERIAL TO BE STOCKPILED FOR PERIODS GREATER THAN 24 HOURS SHALL BE PROTECTED BY APPROPRIATE EROSION CONTROL DEVICES, COST TO BE INCLUDED IN THE RELATED BID ITEM.
2. THE CONTRACTOR SHALL REVIEW ENVIRONMENTAL REQUIREMENTS OF ANY PROPOSED STAGING AREAS WITH THE DISTRICT ENVIRONMENTAL PERMITS COORDINATOR AT (305) 470-5223 AT LEAST SEVENTY-TWO (72) HOURS PRIOR TO USE.
3. CONTRACTOR SHALL NOT STAGE OR OPERATE EQUIPMENT WITHIN THE DRIP LINE OF TREES.
4. REMOVE ALL SHRUBS WITHIN 5 FEET OF THE PROPOSED FENCE, COST TO BE INCLUDED IN CLEARING AND GRUBBING. PLACE MULCH APPROXIMATELY 2 FEET AROUND PALMS OR TREES, AND SOD TO COVER REMAINDER OF AREAS CLEARED OF SHRUBS; COST TO BE INCLUDED IN SODDING.
5. ALL TREES ARE DESIGNATED TO REMAIN UNLESS OTHERWISE NOTED IN PLANS. TREES WITHIN 5 FEET OF CONSTRUCTION ACTIVITIES SHALL BE PROTECTED AS PER DESIGN STANDARD INDEX 544, COST OF TREE PROTECTION TO BE INCLUDED IN THE RELATED PAY ITEM. EXISTING SHRUBS, TREES OR OTHER LANDSCAPE MATERIAL DESIGNATED TO REMAIN BUT WHICH ARE DAMAGED BY CONSTRUCTION ACTIVITIES SHALL BE REPLACED IN KIND.

MIAMI-DADE TRANSIT:

1. ALL WORK WITHIN 30 FEET OF MDT GUIDEWAY SHALL REQUIRE AN MDT SPOTTER AND MAY REQUIRE AN MDT ESCORT DEPENDING ON THE PROPOSED WORK PLAN. THE CONTRACTOR SHALL NOTIFY THE MIAMI-DADE TRANSIT MANAGER, RIGHT OF WAY AND UTILITIES, TEL. 786-469-5278 (CURRENTLY MS CAROL WILSON, PLS. CAROLW@MIAMIDADE.GOV) AT LEAST TWO (2) WEEKS PRIOR TO START OF CONSTRUCTION AND SUBMIT THE PROPOSED WORK PLAN IN ORDER TO OBTAIN AUTHORIZATION FROM MDT TO WORK WITHIN MDT R/W.
2. IN ADDITION, THE CONTRACTOR SHALL CONTACT MIAMI-DADE TRANSIT MANAGER, RIGHT OF WAY AND UTILITIES, TEL. 786-469-5278 (CURRENTLY MS. CORAL WILSON) AT LEAST 72 HOURS PRIOR TO THE INITIATION OF ANY WORK WITHIN 30 FEET OF AN MDT BUSWAY, METRORAIL, OR METROMOVER FACILITY IN ORDER TO SCHEDULE THE REQUIRED SPOTTER AND/OR ESCORT.
3. MDT BUS OPERATIONS MAINTAINS A 24 HOURS PER DAY/365 DAYS PER YEAR BUS TRAFFIC CONTROL CENTER AT 305-375-2925 FOR EMERGENCY SITUATION NOTIFICATION.
4. AS PER MDT PERMIT, NO CRANE OR AERIAL WORK (BOOM TRUCKS, CHERRY PICKERS, SCISSOR LIFTS, CRANES, ETC.) SHALL BE PERFORMED WITHIN A 30 FEET ZONE EXTENDING OUTWARD FROM THE OUTER MOST EDGES OF THE MDT'S METRORAIL/METROMOVER GUIDEWAY UNLESS A MDT SPOTTER IS PRESENT. SUCH WORK MAY BE REQUIRED TO BE PERFORMED DURING NIGHT TIME/NON-OPERATIONAL HOURS (APPROX. 1AM-4AM). THE COST FOR THE MDT ESCORT AND/OR SPOTTER, ($80 PER HOUR INCLUDING ONE HOUR TRAVEL TIME, 30 MINUTES, TO AND FROM THE PROJECT), TO BE INCLUDED IN THE PAY ITEM(S) OF WORK FOR WHICH THE ESCORT AND/OR SPOTTER WILL BE REQUIRED. CONTRACTOR SHALL STOP WORK IF SO DIRECTED BY MDT ESCORT, SPOTTER OR OTHER AUTHORIZED AGENT.
5. THE CONTRACTOR SHALL TAKE MDT SAFETY TRAINING PRIOR TO PERFORMING ANY WORK UNDERNEATH A MDT'S METRORAIL OR METROMOVER GUIDEWAY.
6. CONTRACTOR IS ADVISED THAT THE METRORAIL SYSTEMS IS ENERGIZED (24HOURS/7DAYS PER WEEK) WITH 1600V DC. THE CONTRACTOR SHALL NOT LOAD/UNLOAD (EQUIPMENT, MATERIALS, ETC.) UNDER/NEAR THE METRORAIL GUIDEWAY OR ON MDT PROPERTY. CONTRACTOR TO MAINTAIN OSHA REQUIRED SAFE DISTANCE/CLEARANCE FROM EXPOSED ELECTRIC ON THE MDT GUIDEWAY.
7. NO EQUIPMENT, MATERIALS, ETC., SHALL BE STORED UNDER THE METRORAIL GUIDEWAY OR ON MDT PROPERTY.
8. CONTRACTOR IS ADVISED THAT MDT REQUIRES 24 HOURS/7 DAYS PER WEEK ACCESS UNDER ITS GUIDEWAY.
9. CONTRACTOR TO PROTECT PEDESTRIAN/VEHICULAR/HANDICAPPED ACCESS/TRAFFIC ADJACENT TO WORK AREA(S) AT/TO THE M-PATH. (USE CONES, BARRICADES, CAUTION TAPE ETC.).
10. THE M-PATH (BIKE/PEDESTRIAN WALK) MAY NOT BE CLOSED FOR ANY REASON.
11. A HORIZONTAL CLEARANCE OF 2 FEET TO LATERAL OBSTRUCTIONS SHALL BE MAINTAINED ON BOTH SIDES OF THE M-PATH.
12. ANY CHANGE TO THE SCOPE OF WORK ON MDT PROPERTY WILL REQUIRE ADDITIONAL MDT REVIEW.

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ALVAREZ ENGINEERS, INC.
Florida Certificate of Authorization # 7538
10305 N.W. 41st Street, Suite 103
Doral, Florida 33178
Tel. (305) 640-1345 Fax (305) 640-1346
Engineer of Record: Raul E. Alessandri, P.E.
P.E. No. 75506

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
5	MIAMI-DADE	429021-1-52-01

GENERAL NOTES

SHEET NO. 10

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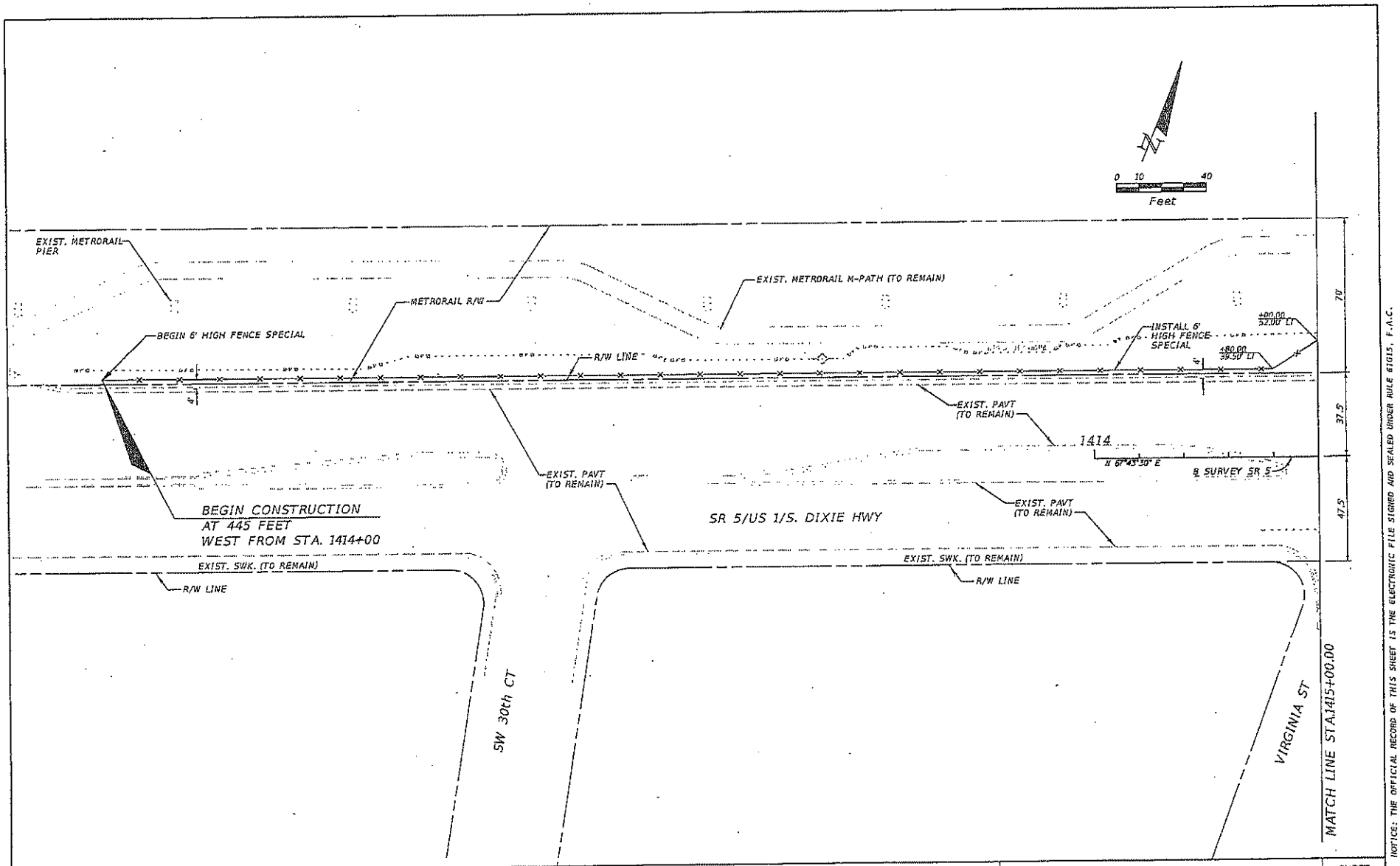

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ALVAREZ ENGINEERS, INC.
Florida Certificate of Authorization # 7536
10305 N.W. 41st Street, Suite 103
Doral, Florida 33178
Tel. (305) 640-1345 Fax (305) 640-1346

Engineer of Record: Raul E. Alessandri, P.E.
P.E. No. 75506

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
5	MIAMI-DADE	429021-1-52-01

ROADWAY PLAN

SHEET NO. 11

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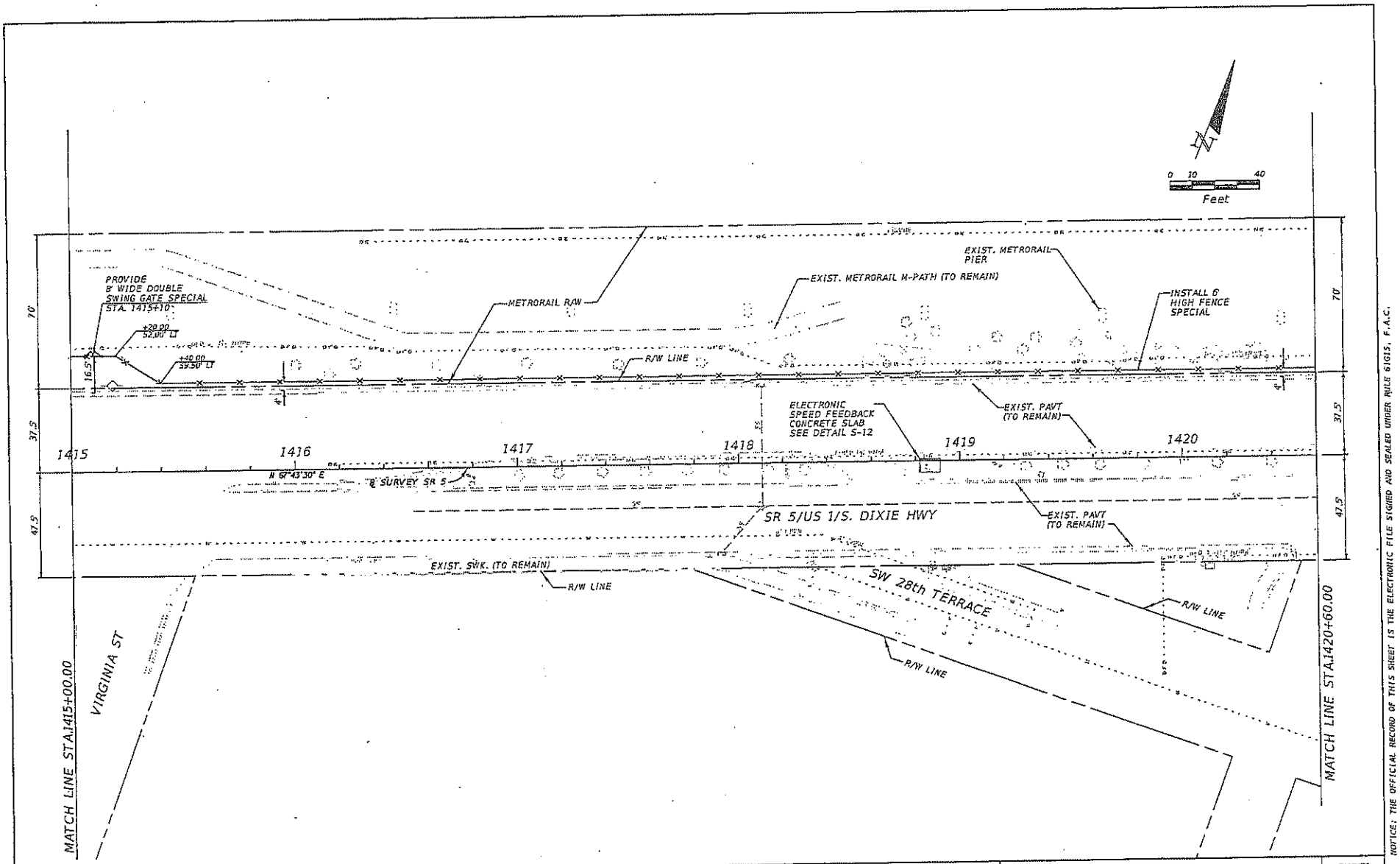

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P.E. No. 75506

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
5	MIAMI-DADE	429021-1-52-01

ROADWAY PLAN

SHEET NO. 12

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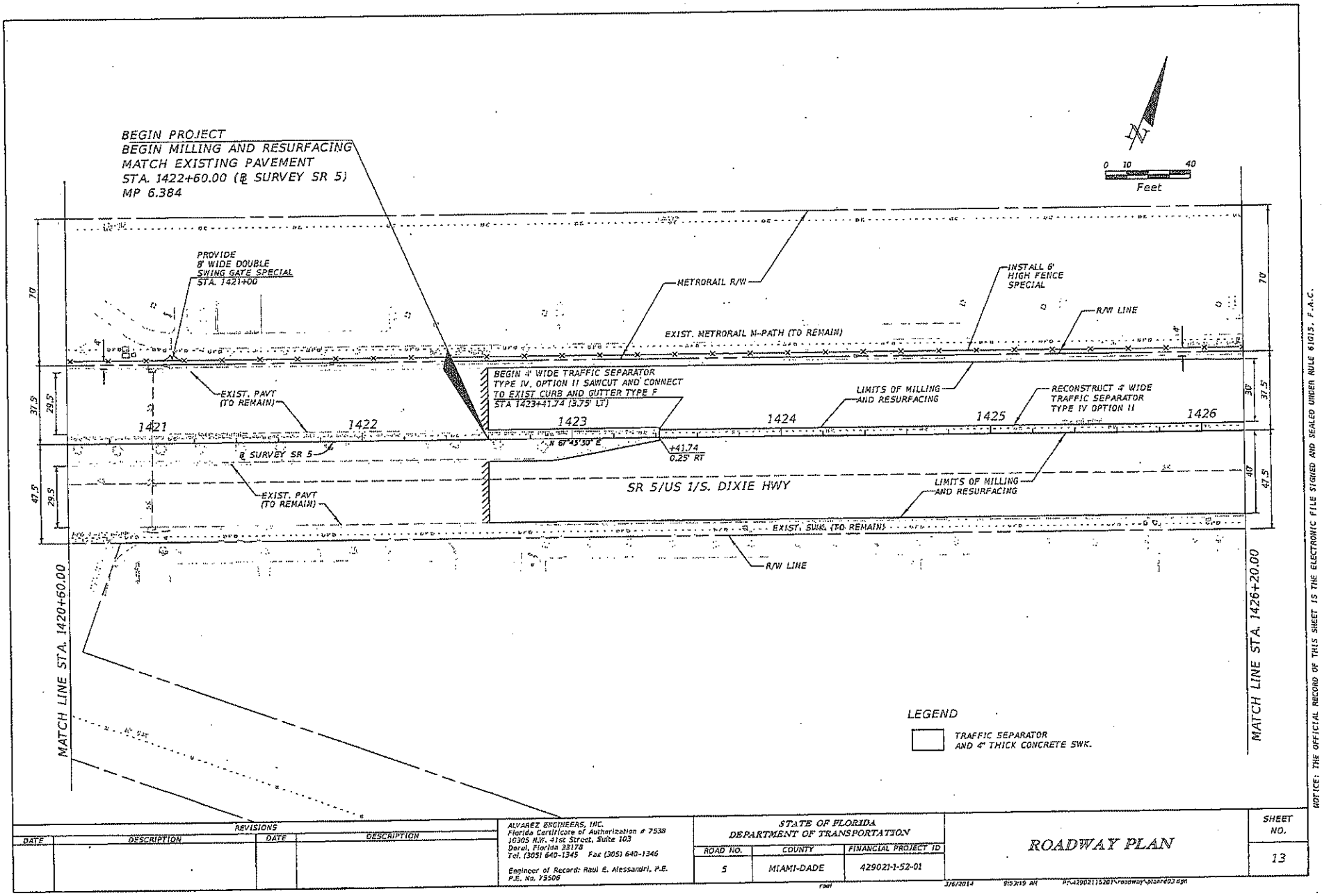

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ALVAREZ ENGINEERS, INC.
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16305 N.W. 41st Street, Suite 103
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Tel. (305) 640-1345 Fax (305) 640-1346
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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
5	MIAMI-DADE	429021-1-52-01

ROADWAY PLAN

SHEET NO. 13

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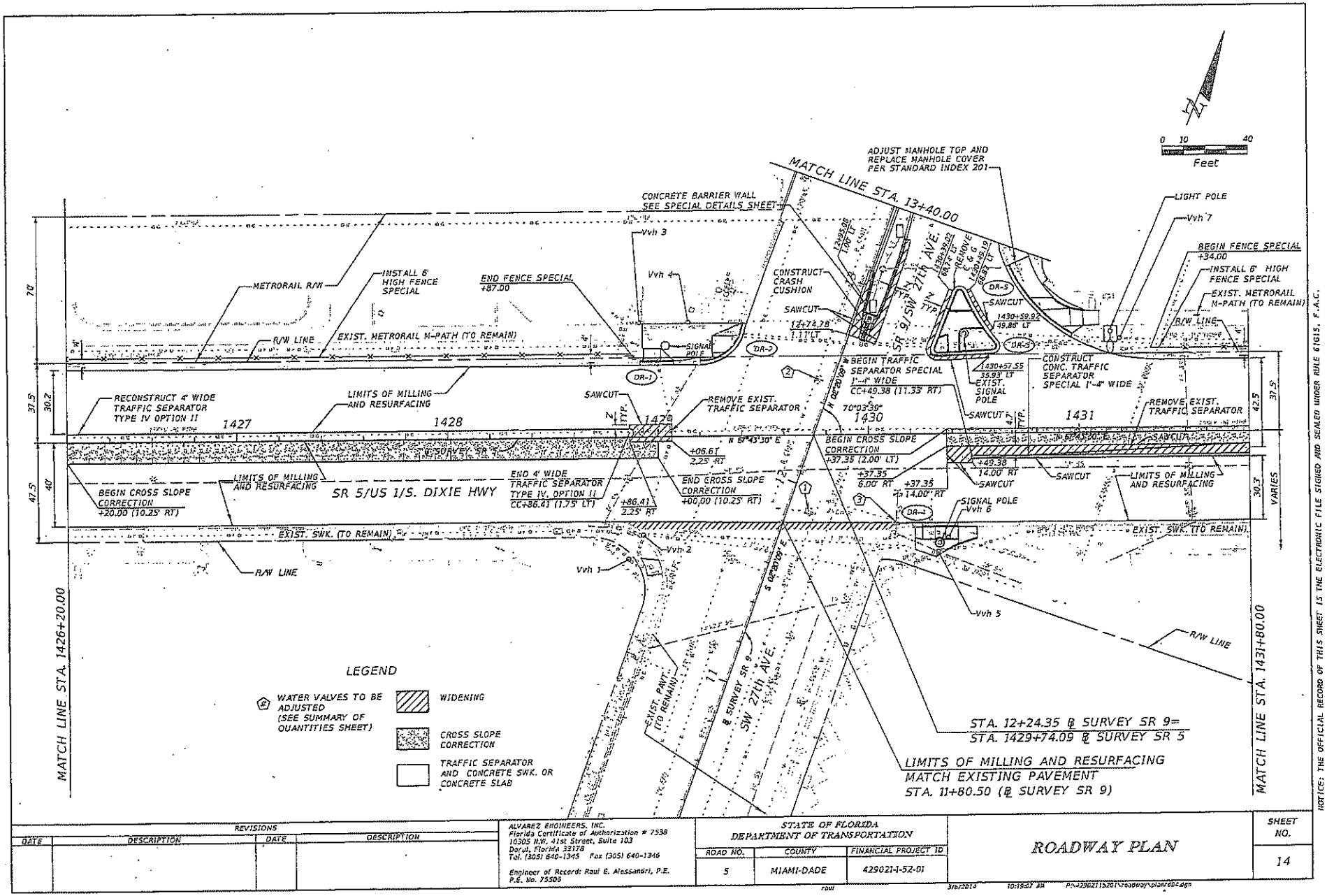

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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
5	MIAMI-DADE	429021-1-52-01

ROADWAY PLAN

SHEET NO. 14

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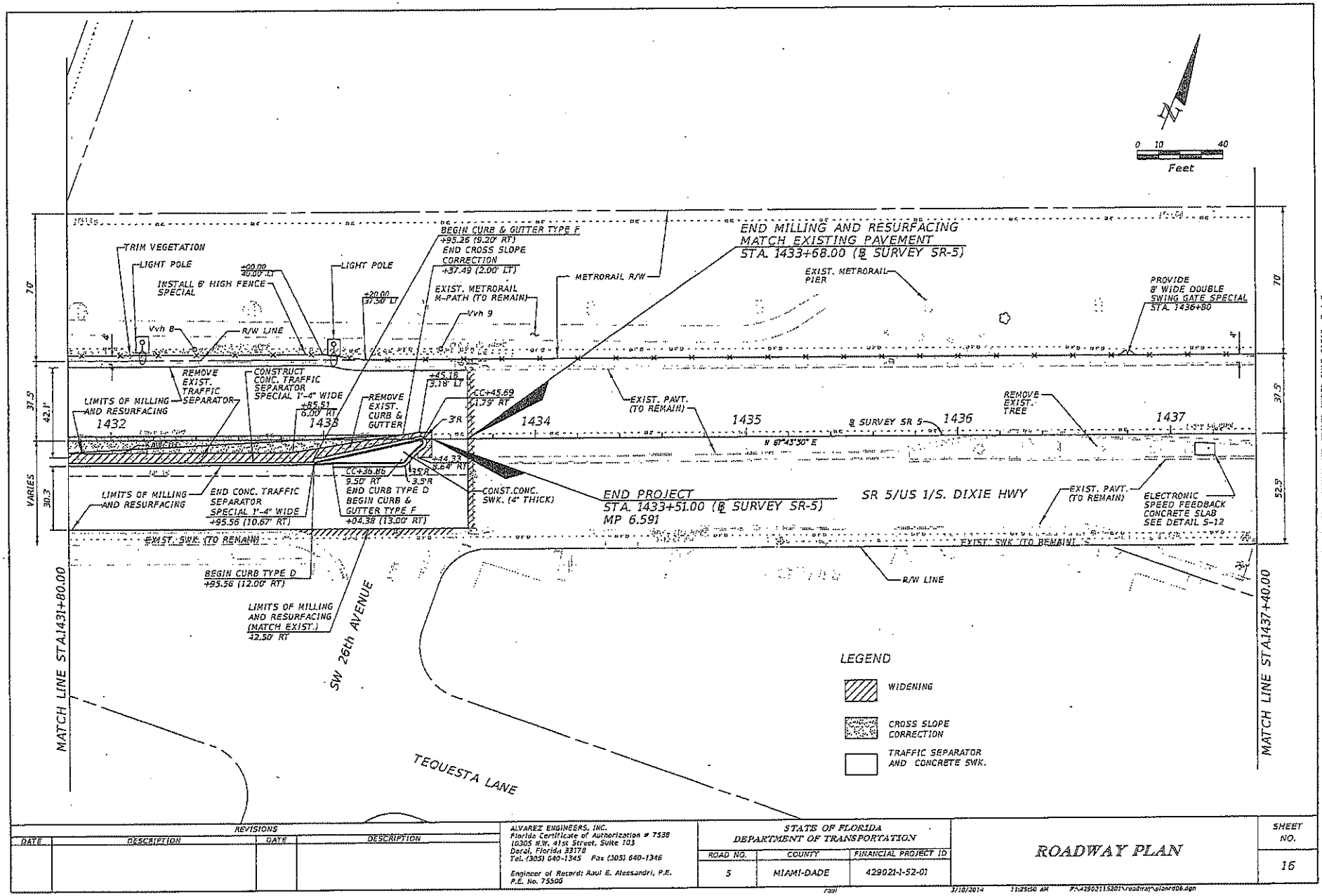

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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
5	MIAMI-DADE	429021-1-52-01

ROADWAY PLAN

SHEET NO. 16

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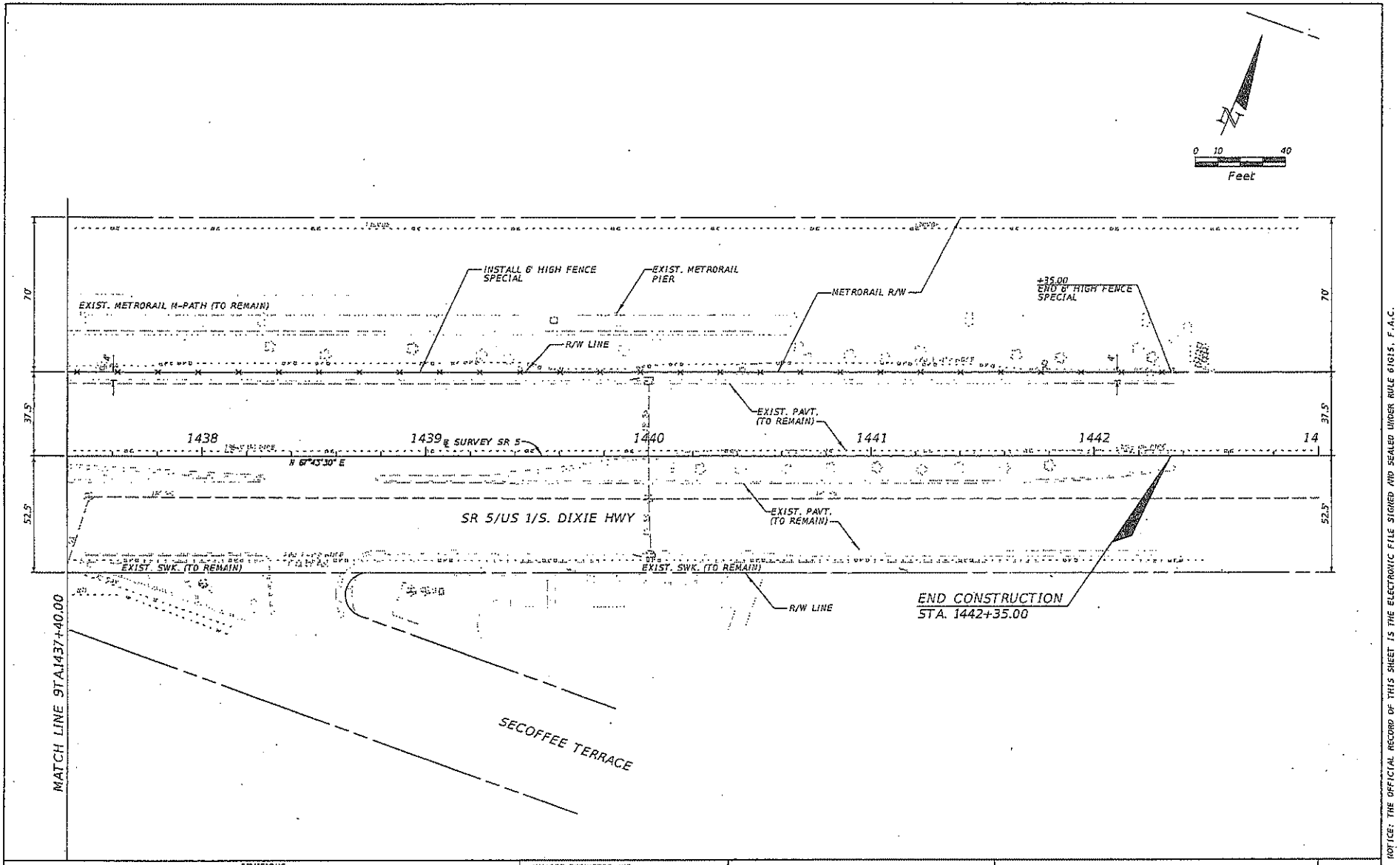

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ROAD NO.	COUNTY	FINANCIAL PROJECT ID
5	MIAMI-DADE	429021-1-52-01

ROADWAY PLAN

SHEET NO. .17

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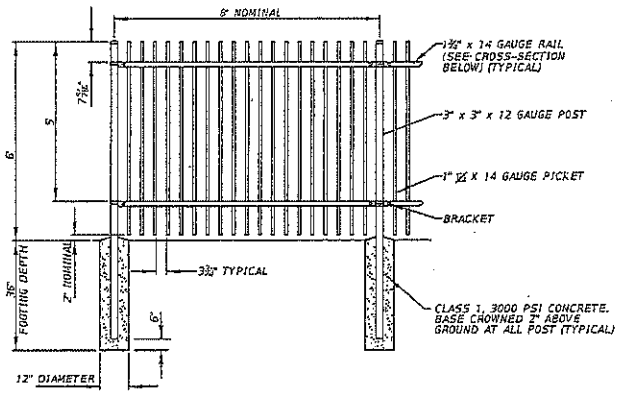
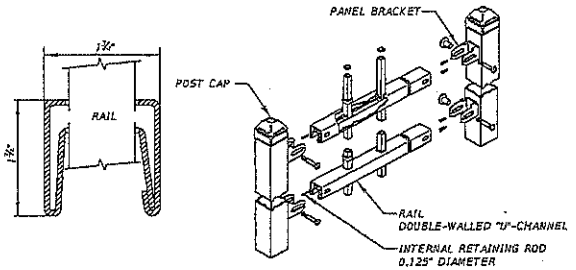
NOTES:

1. BEFORE STARTING FABRICATION OF THE FENCE, THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO FDOT FOR APPROVAL:
   1.1 SHOP DRAWINGS SHALL INDICATE WELDING, FABRICATION AND INSTALLATION OF FENCE INCLUDING ALL PLANS, ELEVATIONS, SECTIONS, DETAIL OF COMPONENTS, ANCHOR DETAILS.
   1.2 SHOP DRAWINGS SHALL INDICATE MANUFACTURER'S SPECIFICATIONS AND INSTALLATION DETAILS FOR ALL COMPONENT PARTS.
   1.3 PROVIDE SAMPLE COLOR CHART FOR APPROVAL BY MIAMI-DADE TRANSIT. COLOR TO BE FOREST GREEN (FEDERAL STANDARD 595C COLOR No. 24079).
2. NO WORK SHALL COMMENCE NOR WILL IT BE ACCEPTED WITHOUT PRIOR APPROVAL OF SHOP DRAWINGS.
3. MATERIAL SPECIFICATION: HOT-DIPPED GALVANIZED STEEL Fy = 36 KSI. MANUFACTURER SHALL NOT USE ANY ALUMINUM OR PLASTIC PARTS.
4. PROPOSED GALVANIZED STEEL PICKET FENCE SHALL HAVE ALL WELDED FABRICATION AT SHOP.
5. FINISHES:
   5.1 FENCE MATERIALS SHALL BE PRIMED WITH UNIVERSAL PRIMER FOR GALVANIZED STEEL APPLIED PER MANUFACTURER'S SPECIFICATIONS.
   5.2 FENCE SHALL BE PAINTED WITH 100% ACRYLIC EXTERIOR GRADE PAINT (FLAT FINISH), FOREST GREEN IN COLOR APPLIED PER MANUFACTURER'S SPECIFICATIONS.
6. ALL PARTS OF PROPOSED PICKET FENCE SHALL BE MANUFACTURED FROM HOT-DIPPED GALVANIZED STEEL WITH NO ALUMINUM OR PLASTIC PARTS.
7. IF ABSOLUTELY NECESSARY TO USE, SCREWS SHALL BE TAMPER PROOF. INDICATE MATERIAL AND DIMENSIONS OF THE PROPOSED TAMPER PROOF SCREW(S).
8. GATES SHALL BE DOUBLE SWING, PROVIDED AT THE LOCATIONS SHOWN ON THE PLANS. GATES SHALL OPEN TOWARD THE H-PATH. NDT WILL INSTALL CHAIN AND PADLOCK.
9. DESIGN OF THE PROPOSED HOT-DIPPED GALVANIZED STEEL PICKET FENCE SHALL BE PER ALL THE REQUIREMENTS OF THE CURRENT EDITION OF THE FLORIDA BUILDING CODE.



6' HIGH STEEL PICKET FENCE

NTS



6' HIGH FENCE SPECIAL DETAIL

NTS

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STATE OF FLORIDA
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ROAD NO.	COUNTY	FINANCIAL PROJECT ID
5	MIAMI-DADE	429021-1-52-01

SPECIAL DETAILS

SHEET NO. 19

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Memorandum

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Charles Scurr, Executive Director

Date: May 22, 2014

Re: **CITT AGENDA ITEM 5I:**
RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST (CITT) RECOMMENDING THAT THE BOARD OF COUNTY COMMISSIONERS (BCC), AUTHORIZE MIAMI-DADE COUNTY TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION TO TAKE POSSESSION OF AND PERFORM MAINTENANCE ON A SAFETY IMPROVEMENT FEATURE TO BE BUILT WITHIN THE MIAMI-DADE COUNTY METRORAIL SOUTH CORRIDOR LOCATED EAST AND WEST OF SW 27TH AVENUE, MIAMI-DADE COUNTY, FLORIDA; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO ACCOMPLISH THE EXECUTION OF THE AGREEMENT **(MDT - BCC Legislative File No. 141007)**

On May 22, 2014, the CITT voted (10-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 14-029. The vote was as follows:

Paul J. Schwiep, Esq., Chairperson – Aye
Hon. Anna E. Ward, Ph.D., 1st Vice Chairperson – Aye
Glenn J. Downing, CFP®, 2nd Vice Chairperson – Aye

Joseph Curbelo – Absent
Alfred J. Holzman – Aye
Jonathan Martinez – Absent
Miles E. Moss, P.E. – Aye
Marilyn Smith – Aye
Peter L. Forrest – Aye
Prakash Kumar – Aye
Alicia Menardy, Esq. – Aye
Hon. James A. Reeder – Absent
Hon. Linda Zilber – Aye

cc: Alina Hudak, Deputy Mayor/Interim Director Public Works & Waste Management Department
Bruce Libhaber, Assistant County Attorney