

Memorandum



Date: May 5, 2020

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

Agenda Item No. 3(B)(12)

From: Carlos A. Gimenez
Mayor

Subject: Resolution Authorizing the County Mayor or the County Mayor's Designee to Execute Department Funded Agreements, FM No. 429341-7-58-01 up to \$274,547 and FM No. 439984-2-58-01 up to \$290,729 with the Florida Department of Transportation for Safety Improvement Projects Adjacent to the South Dade Transitway Rapid Transit Project

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the terms of and authorize the County Mayor or County Mayor's designee to execute Department Funded Agreements (Agreements) FM No. 429341-7-58-01 up to \$274,547 and FM No. 439984-2-58-01 up to \$290,729 in substantially the forms attached hereto, with the Florida Department of Transportation (FDOT) for two safety improvement projects adjacent to the County's South Dade Transitway Rapid Transit Project. It is further recommended that the Board authorize the receipt and expenditure of funds, as specified in the Agreements.

Scope

The State roadway safety improvement projects are in or abut the boundaries of Commission Districts 7, 8 and 9 which are represented by Commissioner Xavier L. Suarez, Commissioner Daniella Levine Cava and Commissioner Dennis C. Moss, respectively. The impact of the project benefits the riding public and is, therefore, countywide.

Fiscal Impact/Funding Source

The State will reimburse the County for eligible project costs up to a total maximum limit of \$565,276. No local match is required.

Track Record/Monitor

The Grant Manager for these Agreements is Ed Carson, Manager, Grants Administration, Department of Transportation and Public Works.

Background

The South Dade Transitway Rapid Transit Project is a key element of the Strategic Miami Area Rapid Transit (SMART) Plan adopted by the Miami-Dade County Transportation Planning Organization (TPO) in 2016. On August 30, 2018, the TPO approved Resolution No. 31-18 to select the Bus Rapid Transit (BRT) alternative as the Locally Preferred Alternative. Additionally, Resolution No. 32-18 was approved amending the Transportation Improvement Program and the 2040 Long Range Transportation Plan to program \$100,000,000 in local funds for the Project.

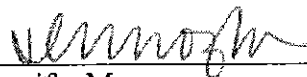
On October 25, 2019, a Memorandum of Understanding (MOU) was executed between the County and FDOT, whereby both parties agreed to participate in funding the South Dade Transitway

Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners
Page 2

Rapid Transit Project with the understanding that the County shall be responsible for ensuring the proper management, execution, administration and financial management of all phases of the Project.

The South Dade Transitway Rapid Transit Project is to be developed within the existing public right-of-way between the Dadeland South Metrorail Station and SW 344th Street in Florida City and will include 14 new BRT stations at existing station locations and modifications to two existing terminals, one at the SW 344th Street Park-and-Ride and one at the Dadeland South Metrorail station. Improvements and modifications will include milling and resurfacing along sections of the 20-mile corridor, reconstruction of approximately 45 intersections with the implementation of new signalization with preemption, rail-like traffic control devices and Intelligent Transportation Systems.

FDOT has agreed to participate in funding the project and has budgeted and committed state funds for the planning, design and construction (Design/Build Criteria) of the South Dade Transitway Rapid Transit project. The County is currently in the process of developing the Design Criteria Package and procuring a Design/Build Firm for the development of the South Dade Transitway Rapid Transit Project. FDOT has requested that the County include as part of the Design Criteria Package, a segment of FDOT's construction project FM 4293441-2-52-01 Safety Improvement Project (Quail Roost Drive from South Dade Transitway westerly right-of-way to west of US-1) programmed as FM 429341-7-58-01 and the entirety of construction project FM 439984-1-52-01 Safety Improvement Project (SW 136 Street and US-1 Intersection) programmed as FM 439984-2-58-01. FDOT has agreed to reimburse the County for eligible project costs up to a maximum amount as stated in each Agreement. The County is expected to complete the safety improvement projects under each Agreement by September 30, 2022.



Jennifer Moon
Deputy Mayor



MEMORANDUM
(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: May 5, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 3(B)(12)

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
- Statement of social equity 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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) 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. 3(B)(12)
5-5-20

RESOLUTION NO. _____

RESOLUTION APPROVING TERMS OF AND AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE DEPARTMENT FUNDED AGREEMENTS FM NO. 429341-7-58-01 UP TO \$274,547.00 AND FM NO. 439984-2-58-01 UP TO \$290,729.00 WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR SAFETY ROADWAY IMPROVEMENT PROJECTS ADJACENT TO THE SOUTH CORRIDOR RAPID TRANSIT PROJECT FOR A TOTAL AMOUNT UP TO \$565,276.00; AUTHORIZING THE RECEIPT AND EXPENDITURE OF FUNDS AS SPECIFIED IN THE AGREEMENT; AND AUTHORIZING RECEIPT AND EXPENDITURE OF ANY ADDITIONAL FUNDS SHOULD THEY BECOME AVAILABLE

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:

Section 1. This Board approves Department Funded Agreements ("Agreements") FM No. 429341-7-58-01 up to \$274,547,00 and FM No. 439984-2-58-01 up to \$290,729.00 between Miami-Dade County and the State of Florida Department of Transportation ("FDOT"), in substantially the form attached hereto and made a part hereof, to provide state funding up to a total of \$565,276.00 for FDOT Safety Roadway Improvement projects adjacent to the proposed South Dade Transit Rapid Transit Project.

Section 2. This Board further authorizes the County Mayor or County Mayor's designee, to execute this Agreement and any time extensions and to receive and expend the state funds as specified in this Agreement and any additional state funds should they become available, so long as no additional County matching funds are required.

Section 3. The County staff is authorized to furnish such additional information as FDOT may require in connection with the application for this project.

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:

Audrey M. Edmonson, Chairwoman

Rebeca Sosa, Vice Chairwoman

Esteban L. Bovo, Jr.

Jose "Pepe" Diaz

Eileen Higgins

Joe A. Martinez

Dennis C. Moss

Xavier L. Suarez

Daniella Levine Cava

Sally A. Heyman

Barbara J. Jordan

Jean Monestime

Sen. Javier D. Souto

The Chairperson thereupon declared this resolution duly passed and adopted this 5th day of May, 2020. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the 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

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

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, between the State of Florida Department of Transportation, a component agency of the State of Florida, hereinafter referred to as the 'DEPARTMENT', and Miami Dade County, a political subdivision of the State of Florida, existing under the Laws of the State of Florida, hereinafter referred to as the 'COUNTY'.

RECITALS:

WHEREAS, the DEPARTMENT has jurisdiction over and maintains the State Road (S.R.) 994/Quail Roost Drive/SW 186 St. from Miami-Dade South Busway western right-of-way line (MP 7.945) to West of US-1/S.R. 5 (MP 8.029) corridor in Miami-Dade County; and

WHEREAS, the DEPARTMENT has drafted design plans for the construction of roadway improvements on S.R. 994/Quail Roost Drive/SW 186 St. from Miami-Dade South Busway western right-of-way line (MP 7.945) to West of US-1/S.R. 5 (MP 8.029) corridor, under Financial Project Number 429341-2-52-01, hereinafter referred to as the 'PROJECT', the individual elements of which are outlined in the attached Exhibit "A", 'Scope of Services', which is herein incorporated by reference; and

WHEREAS, the DEPARTMENT and the COUNTY desire that the COUNTY be responsible for constructing the PROJECT in the manner contemplated by the DEPARTMENT's existing design plans; that the COUNTY ensure the PROJECT is constructed in a manner that connects to the South Corridor Transit Project and that the COUNTY prepare any plans necessary to achieve that goal; that the plans for the PROJECT not be changed without FDOT approval; and that the DEPARTMENT funding provided by this Agreement is sufficient to achieve these goals; and

WHEREAS, the DEPARTMENT has programmed funding for the PROJECT under Financial Project Number 429341-7-58-01, and has agreed to reimburse the COUNTY for eligible project costs up to a maximum limiting amount, as outlined in the attached Exhibit "B", 'Financial Summary', which is herein incorporated by reference; 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 parties are authorized to enter into this Agreement pursuant to **Section 339.08(e) and 339.12, Florida Statutes (F.S.);**

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. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and are incorporated into the body of this Agreement, as if fully set forth herein.

2. GENERAL REQUIREMENTS

- a. The COUNTY shall be responsible for ensuring that the PROJECT complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.
- b. The COUNTY shall submit this Agreement to its COUNTY Commission for ratification or approval by resolution. A copy of said resolution is attached hereto as Exhibit "C", 'County Resolution', and is herein incorporated by reference.
- c. The COUNTY shall advertise for bid, let the consultant and construction contracts, administer, supervise, implement, evaluate and inspect all aspects of PROJECT construction until completion, as further defined in Exhibit "A", 'Scope of Services'. The COUNTY shall complete the PROJECT on or before **September 30th, 2022**. All aspects of the PROJECT construction and administration are subject to DEPARTMENT standards and specifications and must be in compliance with all governing laws and ordinances. All aspects of the PROJECT are subject to the provisions of Title 23 U.S.C. and 49 C.F.R., part 18, and must be in compliance with all governing laws and ordinances.
- d. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the COUNTY under any circumstances without prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.
- e. The COUNTY shall have the sole responsibility for resolving claims and requests for additional work for the PROJECT. The COUNTY will make the best efforts to obtain the DEPARTMENT input in its decisions.
- f. Utility relocation and utility relocation related work is outside the Scope of Services (as generally defined in Exhibit "A") for the PROJECT, and the DEPARTMENT shall not pay, nor be billed for, costs for utility relocation related work, unless otherwise agreed upon by the parties, by amendment in accordance with the provisions of paragraph 5.

- g. The DEPARTMENT shall reimburse the COUNTY for eligible project costs as defined in Exhibit "B", 'Financial Summary', and in accordance with the financial provisions in Section 3 of this Agreement.
- h. In the event that the Design-Build contract price exceeds the DEPARTMENT's official cost estimate for the PROJECT corresponding to the scope of the Design-Build contract the DEPARTMENT may require the rejection of the contract and the parties shall be relieved of further responsibility under this Agreement. If the DEPARTMENT opts to proceed with the Design-Build contract, then this Agreement shall be amended to reflect the parties' revised financial participation, by written amendment in accordance with the provisions of Paragraph 5 of this Agreement. The parties' revised financial participation will be based on the Cost Validation Report to be submitted by MIAMI-DADE COUNTY, and approved by the DEPARTMENT.

In the event that the Design-Build contract price results in a cost lower than the official cost estimate for the portion of the PROJECT corresponding to the scope of the Design-Build contract, the DEPARTMENT agrees to accept the Design-Build cost. The parties further agree that this Agreement shall be amended, in accordance with the provisions of Paragraph 5 of this Agreement. For the purposes of this Agreement, the official cost estimate pre-construction shall be the Detail Cost Estimate prepared by the DEPARTMENT, in comparison with the Design-Build contract price for the PROJECT, and approved by the DEPARTMENT.

- i. The COUNTY shall comply with all federal, state, and local laws and ordinances applicable with work or payment of work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Agreement.
- j. The COUNTY agrees to comply with **Section 20.055(5), F.S.**, and to incorporate in all subcontracts the obligation to comply with **Section 20.055(5), F.S.**

3. FINANCIAL PROVISIONS

- a. The DEPARTMENT agrees to compensate the COUNTY for services described in Exhibit A – Scope of Services or Project Description and Responsibilities. The Method of Compensation or Schedule of Financial Assistance is included as Exhibit B.
- b. The COUNTY shall provide quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of

service to be performed and the criteria for evaluating successful completion. The PROJECT, identified as Project Number **429341-7-58-01**, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A" - Scope of Services. (**Section 287.058(1)(d) and (e), F.S.**)

- c. Invoices shall be submitted by the COUNTY in detail sufficient for a proper pre-audit and post audit thereof, based on quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A"– Scope of Services. Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager prior to payments. (**Section 287.058 (1)(a), F.S.**)
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the COUNTY and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A"– Scope of Services was met.
- e. There shall be no reimbursement for travel expenses under this Agreement.
- f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, F.S. or the Department's Comptroller under **Section 334.044(29), F.S.** If the DEPARTMENT determines that the performance of the COUNTY is unsatisfactory, the DEPARTMENT shall notify the COUNTY of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT. The COUNTY shall, within five days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the COUNTY will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the COUNTY shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be withheld until the COUNTY resolves the deficiency. If the deficiency is subsequently resolved, the COUNTY may bill the DEPARTMENT for the retained amount during the next billing period. If the COUNTY is unable to resolve the deficiency, the funds retained will be forfeited at the end of the Agreement's term. (**Section 287.058(1)(h), F.S.**)
- g. The COUNTY providing goods and services to the DEPARTMENT should be aware of the following time frames. Inspection and approval of goods or

services shall take no longer than five (5) working days unless the bid specifications, purchase order, or contract specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. (**Section 215.422(1), F.S.**)

If payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the COUNTY. Interest penalties of less than one (1) dollar will not be enforced unless the COUNTY requests payment. Invoices that have to be returned to the COUNTY because of COUNTY preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT. (**Section 215.422(3)(b), F.S.**)

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the COUNTY who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236. (**Section 215.422(5) and (7), F.S.**)

- h. The COUNTY shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the COUNTY's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs. (**Section 287.058(4), F.S.**)
- i. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of **Section 339.135(6)(a), F.S.**, are hereby incorporated:

"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 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 such 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 one (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 TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than 1 year.”

- j. The DEPARTMENT’s obligation to pay is contingent upon an annual appropriation by the Florida Legislature. (Section 216.311, F.S.)
- k. This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, F.S.

4. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

5. AMENDMENT

This Agreement may be amended by mutual agreement of the DEPARTMENT and the COUNTY expressed in writing, executed and delivered by each party.

6. INVALIDITY

If any part of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, if such remainder continues to conform to the terms and requirements of applicable law.

7. COMMUNICATIONS

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

To DEPARTMENT: Florida Department of Transportation
1000 Northwest 111 Avenue
Miami, Florida 33172-5800
Attn: Nilia Cartaya, Modal Development
Administrator
Ph: (305) 640-7557

To COUNTY: Miami-Dade County
111 NW 1st Street, 29th Floor
Miami, FL 33128
Attn: Alex Gorgas, Senior Professional
Engineer
Ph: (786) 469-5259

- b. 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.

8. EXPIRATION OF AGREEMENT

The COUNTY agrees to complete the PROJECT on or before **September 30th, 2022**. If the COUNTY does not complete the PROJECT within this time period, this Agreement will expire unless an extension of the time period is requested by the COUNTY and granted in writing by the DEPARTMENT's District Six Secretary or Designee. Expiration of this Agreement will be considered termination of the PROJECT.

9. INVOICING AND PROGRESS REPORTS

In order to obtain any payments, the COUNTY shall:

- i. Submit monthly progress reports that: 1) describe the work performed; 2) adequately justify and support the payment requested; and 3) are in a format that is acceptable to the DEPARTMENT; and
- ii. Submit to the DEPARTMENT monthly invoices on COUNTY forms and such other data pertaining to the PROJECT in support of the invoice total; and
- iii. Comply with all applicable provisions of this Agreement.

The COUNTY will invoice the DEPARTMENT on a monthly basis for completed work. The COUNTY must submit the final invoice on this PROJECT to the DEPARTMENT within one hundred twenty (120) days after the expiration of this Agreement. Invoices submitted after **January 28th, 2023** will not be paid.

10. RESTRICTIONS ON LOBBYING

- a. State: No Funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

11. ENTIRE AGREEMENT

This Department Funded Agreement is the entire Agreement between the parties hereto, and it may be modified or amended only by mutual consent of the parties in writing.

-- REMAINDER OF PAGE INTENTIONALLY LEFT BLANK --

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

COUNTY:

STATE OF FLORIDA, DEPARTMENT
OF TRANSPORTATION:

BY: _____
DEPUTY MAYOR

BY: _____
DIRECTOR OF TRANSPORTATION
DEVELOPMENT

ATTEST: _____
(SEAL) EXECUTIVE SECRETARY

LEGAL REVIEW:

COUNTY ATTORNEY

DISTRICT CHIEF COUNSEL

EXHIBIT "A"

SCOPE OF SERVICES

CONSULTING ENGINEERING SERVICES HIGHWAY AND BRIDGE/STRUCTURAL DESIGN

This Exhibit forms an integral part of the agreement between the State of Florida Department of Transportation (hereinafter referred to as the DEPARTMENT or FDOT) and Miami-Dade County Department of Transportation and Public Works (hereinafter referred to as MIAMI-DADE COUNTY) relative to the transportation facility described as follows:

PURPOSE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of MIAMI-DADE COUNTY and the DEPARTMENT in connection with the construction for improvements to the transportation facility described herein.

Major work mix includes: *3.1*,
Minor work groups include: *7.1, 7.3, 8.2, 9.2*

Known alternative construction contracting methods include: *PROJECT to be constructed as a component to the MIAMI-DADE COUNTY design-build project for the SMART Plan South Corridor Transit Project.*

The general objective is for MIAMI-DADE COUNTY to complete the final design of SR 994 / Quail Roost Drive/ SW 186 St. from Miami-Dade South Busway western right-of-way line (MP 7.945) to West of US-1/ S.R. 5 (MP 8.029), substantially in accordance with the current plans and meet all FDOT policy, procedures and requirements. with respect to the PROJECT. MIAMI-DADE COUNTY shall construct the PROJECT in the manner contemplated by the DEPARTMENT's existing design plans for the PROJECT, and any changes thereto which MIAMI-DADE COUNTY makes in its final PROJECT design plans require FDOT pre-approval. MIAMI-DADE COUNTY shall construct the project jointly with the design-build project for the SMART Plan South Corridor Transit Project and include these projects in the same letting and contracting procedure, to be let to the same construction contractor. These Contract documents will be used by the contractor to build and test the PROJECT components. These Contract documents will be used by the DEPARTMENT or its Construction Engineering Inspection (CEI) representatives for inspection and final acceptance of the PROJECT. MIAMI-DADE COUNTY shall follow a systems engineering process to ensure that all required project components are included in the development of the Contract documents and the PROJECT can be built as designed and to specifications.

The Scope of Services establishes which items of work in the FDOT Design Manual and other pertinent manuals are specifically prescribed to accomplish the work included in this contract, and also indicate which items of work will be the responsibility of MIAMI-DADE COUNTY and/or the DEPARTMENT.

MIAMI-DADE COUNTY shall demonstrate good project management practices while administrating this project. These include communication with the DEPARTMENT and others as necessary, management of time and resources, and documentation. MIAMI-DADE COUNTY shall set up and maintain throughout the design of the PROJECT a contract file in accordance with DEPARTMENT procedures. MIAMI-DADE COUNTY are expected to know the laws and rules governing their professions and are expected to provide services in accordance with current regulations, codes and ordinances and recognized standards applicable to such professional services. MIAMI-DADE COUNTY shall provide qualified technical and professional personnel to perform to Department standards and procedures, the duties and responsibilities assigned under the terms of this agreement. MIAMI-DADE COUNTY shall minimize to the maximum extent possible the Department's need to apply its own resources to assignments authorized by the Department.

The DEPARTMENT will provide contract administration and technical reviews of all work associated with the development and preparation of contract documents, including Construction documents. The DEPARTMENT's technical reviews are for high-level conformance and are not meant to be comprehensive reviews, with the exception of the DEPARTMENT's review and approval of MIAMI-DADE COUNTY's plans and submissions for the PROJECT. MIAMI-DADE COUNTY shall be fully responsible for all work performed and work products developed under this Scope of Services. The DEPARTMENT may provide job-specific information and/or functions as outlined in this contract, if favorable.

PROJECT DESCRIPTION

MIAMI-DADE COUNTY shall investigate the status of the PROJECT and become familiar with concepts and commitments (typical sections, alignments, etc.) developed from prior studies and/or activities. MIAMI-DADE COUNTY shall:

- ***Mill and resurface the existing pavement from approximate baseline survey STA. 518+99.00 to STA. 523+49.00***
- ***Reconstruct pedestrian curb ramp, and upgrade ADA features to current standards at NW quadrant of SR 994 and S. Miami-Dade Busway***
- ***Install curb and gutter in the NW quadrant of SR 994 and S. Miami-Dade Busway***

- *Adjust Metro Dade ITD pull box as shown in plans*
- *Remove and replace driveway from baseline survey STA. 521+14.16 to STA. 521+49.16*
- *Replace street light pull box as shown in plans*
- *Remove all existing pedestrian signals and detectors located on existing mast-arms*
- *Install pedestrian signals and detectors on new pedestal in all four quadrants of SR 994 and S. Miami-Dade Busway, and all components necessary to for final inspection and acceptance.*
- *Install new video detection system and connect video cable through the interconnect pull box, and all components necessary to for final inspection and acceptance.*
- *Update intersection pavement markings*
- *Update intersection signs*
- *Install high performance delineators from baseline survey STA. 519+95.00 to STA. 523+40.00*

Project General and Roadway (Activities 3, 4, and 5)

Public Involvement: *N/A*
 Other Agency Presentations/Meetings: *N/A*
 Joint Project Agreements: *N/A*
 Specification Package Preparation: *N/A*
 Value Engineering: *N/A*
 Risk Assessment Workshop: *N/A*
 Plan Type: *Plan Only*
 Typical Section: *N/A*
 Pavement Design: *Per plans provided*
 Pavement Type Selection Report(s): *N/A*
 Cross Slope: *N/A*
 Access Management Classification: *N/A*
 Transit Route Features: *N/A*
 Major Intersections/Interchanges: *N/A*
 Roadway Alternative Analysis: *N/A*
 Level of TTCP: *1*
 Temporary Lighting: *N/A*

Temporary Signals: *N/A*
Temporary Drainage: *N/A*
Design Variations/Exceptions: *N/A*
Back of Sidewalk Profiles: *N/A*
Selective Clearing and Grubbing: *N/A*

Drainage (Activities 6a and 6b)

System Type: *Existing exfiltration trench with curb inlets*

Utilities Coordination (Activity 7)

MIAMI-DADE COUNTY is responsible to certify that all necessary arrangements for utility work on this project have been made and will not conflict with the physical construction schedule.

MIAMI-DADE COUNTY shall ensure FDOT standards, policies, procedures, practices, and design criteria are followed concerning utility coordination.

Environmental Permits and Environmental Clearances (Activity 8 Not applicable to this project)

Structures (Activities 9 – 18)

Bridge(s): *N/A*

Type of Bridge Structure Work:

- BDR
- Temporary Bridge
- Short Span Concrete
- Medium Span Concrete
- Structural Steel
- Segmental Concrete
- Movable Span

Retaining Walls: *N/A*

Noise Barrier Walls: *N/A*

Miscellaneous: *N/A*

Signing and Pavement Markings (Activities 19 & 20)

- Single post signs to be installed per plans
- Roadway stripping to be installed per plans

Signalization (Activities 21 & 22)

Intersections: SR 994 at S. Miami-Dade Busway, and SR 994 at US 1

Traffic Data Collection: *N/A*

Traffic Studies: *N/A*

Count Stations: *N/A*

Traffic Monitoring Sites: *N/A*

Lighting (Activities 23 & 24 Not applicable to this project)

Landscape (Activities 25 & 26 Not applicable to this project)

Survey (Activity 27 Not applicable to this project)

Photogrammetry (Activity 28 Not applicable to this project)

Mapping (Activity 29 Not applicable to this project)

Terrestrial Mobile LiDAR (Activity 30 Not applicable to this project)

Architecture (Activity 31 Not applicable to this project)

Noise Barriers (Activity 32 Not applicable to this project)

Intelligent Transportation Systems (Activities 33 & 34 Not applicable to this project)

Geotechnical (Activity 35 Not applicable to this project)

3D Modeling (Activity 36 Not applicable to this project)

Project Schedule/ Phase Reviews/Submittals

Within ten (10) business days after the Notice-To-Proceed, and prior to MIAMI-DADE COUNTY beginning work, MIAMI-DADE COUNTY shall provide a detailed project activity/event schedule for construction.

As a key stakeholder, the DEPARTMENT's review process is to review all draft and final PROJECT documents, such as conceptual plans, environmental documents, permit applications, etc., for the purpose of confirming that the DEPARTMENT's needs and requirements related to the design and construction of the facility are met.

The documents are to be submitted to Nilia Cartaya, FDOT Modal Administrator (SMART Plan PM) via e-mail, FTA links, or any viable means based on the size of the document. Once the files are received, they will be distributed to various department leads through the Electronic Review Comment (ERC) system for review and comments to be provided. FDOT's time requirement to review documents will be a review period concurrent and equivalent in length of time with MIAMI-DADE COUNTY review period. Upon completion of the internal review, a designated person from the DEPARTMENT will input all comments into the online electronic review system deemed suitable by MIAMI-DADE COUNTY. In addition, five (5) business days will be required for FDOT to confirm all comments have been implement/addressed in the revised documents.

The DEPARTMENT will review draft documents and complete a backcheck to assure comments have been implemented and addressed. Only upon confirmation of resolution of any and all pending comments, will the DEPARTMENT consider the document final.

For the purpose of scheduling, MIAMI-DADE COUNTY shall indicate all required submittals and review time periods. The schedule shall be submitted in an FDOT system-compatible format.

MIAMI-DADE COUNTY shall furnish construction contract documents as required by the DEPARTMENT to adequately control, coordinate, and approve the work concepts. MIAMI-DADE COUNTY shall provide electronic copies of the required documents listed below:

Construction Plan Components - To be submitted at each phase submittal indicated by the South Corridor Transit project schedule, including final signed and digitally sealed set. Any revisions to the existing design plans for the PROJECT are subject to FDOT review and require FDOT pre-approval.

Final As-Built Plans – As per the FDOT Design Manual (FDM) and the FDOT Construction Project Administration Manual, MIAMI-DADE COUNTY shall submit to the DEPARTMENT Final As-Built Plans for the PROJECT.

Provisions for Work

All work shall be prepared with English units in accordance with the latest editions of standards and requirements utilized by the DEPARTMENT which include, but are not limited to, publications such as:

- General
 - Title 29, Part 1910, Standard 1910.1001, Code of Federal Regulations (29 C.F.R. 1910.1001) – Asbestos Standard for Industry, U.S. Occupational Safety and Health Administration (OSHA)
 - 29 C.F.R. 1926.1101 – Asbestos Standard for Construction, OSHA
 - 40 C.F.R. 61, Subpart M - National Emission Standard for Hazardous Air Pollutants (NESHAP), Environmental Protection Agency (EPA)
 - 40 C.F.R. 763, Subpart E – Asbestos-Containing Materials in Schools, EPA
 - 40 C.F.R. 763, Subpart G – Asbestos Worker Protection, EPA
 - Americans with Disabilities Act (ADA) Standards for Accessible Design
 - AASHTO – A Policy on Design Standards Interstate System
 - AASHTO – Roadside Design Guide
 - AASHTO – Roadway Lighting Design Guide
 - AASHTO – A Policy for Geometric Design of Highways and Streets
 - AASHTO – Highway Safety Manual
 - Rule Chapter 5J-17, Florida Administrative Code (F.A.C.), Standards of Practice for Professional Surveyors and Mappers
 - Chapter 469, Florida Statutes (F.S.) – Asbestos Abatement
 - Rule Chapter 62-257, F.A.C., Asbestos Program
 - Rule Chapter 62-302, F.A.C., Surface Water Quality Standards
 - Code of Federal Regulations (C.F.R.)
 - Florida Administrative Codes (F.A.C.)
 - Chapters 20, 120, 215, 455, Florida Statutes (F.S.) – Florida Department of Business & Professional Regulations Rules
 - Florida Department of Environmental Protection Rules
 - FDOT Basis of Estimates Manual
 - FDOT Computer Aided Design and Drafting (CADD) Manual
 - FDOT Standard Plans
 - FDOT Flexible Pavement Design Manual
 - FDOT - Florida Roundabout Guide
 - FDOT Handbook for Preparation of Specifications Package
 - FDOT Standard Plans Instructions
 - FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (“Florida Greenbook”)
 - FDOT Materials Manual
 - FDOT Pavement Type Selection Manual
 - FDOT Design Manual
 - FDOT Procedures and Policies
 - FDOT Procurement Procedure 001-375-030, Compensation for Consultant Travel Time on Professional Services Agreements
 - FDOT Project Development and Environment Manual
 - FDOT Project Traffic Forecasting Handbook

- FDOT Public Involvement Handbook
- FDOT Rigid Pavement Design Manual
- FDOT Standard Specifications for Road and Bridge Construction
- FDOT Utility Accommodation Manual
- Manual on Speed Zoning for Highways, Roads, and Streets in Florida
- Federal Highway Administration (FHWA) - Manual on Uniform Traffic Control Devices (MUTCD)
- FHWA – National Cooperative Highway Research Program (NCHRP) Report 672, Roundabouts: An Informational Guide
- FHWA Roadway Construction Noise Model (RCNM) and Guideline Handbook
- Florida Fish and Wildlife Conservation Commission - Standard Manatee Construction Conditions 2005
- Florida Statutes (F.S.)
- Florida’s Level of Service Standards and Guidelines Manual for Planning
- Model Guide Specifications – Asbestos Abatement and Management in Buildings, National Institute for Building Sciences (NIBS)
- Quality Assurance Guidelines
- Safety Standards
- Any special instructions from the DEPARTMENT
- Roadway
 - FDOT – Florida Intersection Design Guide
 - FDOT - Project Traffic Forecasting Handbook
 - FDOT - Quality/Level of Service Handbook
 - Florida’s Level of Service Standards and Highway Capacity Analysis for the SHS
 - Transportation Research Board (TRB) - Highway Capacity Manual
- Permits
 - Chapter 373, F.S. – Water Resources
 - US Fish and Wildlife Service Endangered Species Programs
 - Florida Fish and Wildlife Conservation Commission Protected Wildlife Permits
 - Bridge Permit Application Guide, COMDTPUB P16591.3C
 - Building Permit
- Drainage
 - FDOT Bridge Hydraulics Handbook
 - FDOT Culvert Handbook
 - FDOT Drainage Manual
 - FDOT Erosion and Sediment Control Manual
 - FDOT Exfiltration Handbook

- FDOT Hydrology Handbook
- FDOT Open Channel Handbook
- FDOT Optional Pipe Materials Handbook
- FDOT Storm Drain Handbook
- FDOT Stormwater Management Facility Handbook
- FDOT Temporary Drainage Handbook
- FDOT Drainage Connection Permit Handbook
- FDOT Bridge Scour Manual
- Survey and Mapping
- All applicable Florida Statutes and Administrative Codes
- Applicable Rules, Guidelines Codes and authorities of other Municipal, County, State and Federal Agencies.
- FDOT Aerial Surveying Standards for Transportation Projects Topic 550-020-002
- FDOT Right of Way Mapping Handbook
- FDOT Surveying Procedure Topic 550-030-101
- Florida Department of Transportation Right of Way Procedures Manual
- Florida Department of Transportation Surveying Handbook
- Right of Way Mapping Procedure 550-030-015
- Traffic Engineering and Operations and ITS
 - AASHTO - An Information Guide for Highway Lighting
 - AASHTO - Guide for Development of Bicycle Facilities
 - FHWA Standard Highway Signs Manual
 - FDOT Manual on Uniform Traffic Studies (MUTS)
 - FDOT Median Handbook
 - FDOT Traffic Engineering Manual
 - National Electric Safety Code
 - National Electrical Code
- Florida's Turnpike Enterprise
 - Florida's Turnpike Plans Preparation and Practices Handbook (TPPPH)
 - Florida's Turnpike Lane Closure Policy
 - Florida's Turnpike Drainage Manual Supplement
 - Rigid Pavement Design Guide for Toll Locations with Electronic Toll Collection
 - Flexible Pavement Design Guide for Toll Locations with Electronic Toll Collection
 - Florida's Turnpike General Tolling Requirements (GTR)
 - Additional Florida's Turnpike Enterprise standards, guides, and policies for design and construction can be found on the FTE Design Website:
<http://design.floridasturnpike.com>

- Traffic Monitoring
 - American Institute of Steel Construction (AISC) Manual of Steel Construction, referred to as “AISC Specifications”
 - American National Standards Institute (ANSI) RP-8-00 Recommended Practice for Roadway Lighting
 - AASHTO AWS D1.1/ANSI Structural Welding Code – Steel
 - AASHTO D1.5/AWS D1.5 Bridge Welding Code
 - FHWA Traffic Detector Handbook
 - FDOT General Interest Roadway Data Procedure
 - FHWA Traffic Monitoring Guide
 - FDOT’s Traffic/Polling Equipment Procedures
 - Structures
 - AASHTO Load and Resistance Factor Design (LRFD) Bridge Design Specifications and Interims
 - AASHTO LRFD Movable Highway Bridge Design Specifications and Interims
 - AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, and Interims.
 - AASHTO/-AWS-D1. 5M/D1.5: An American National Standard Bridge Welding Code
 - AASHTO Guide Specifications for Structural Design of Sound Barriers
 - AASHTO Manual for Condition Evaluation and Load and Resistance Factor Rating (LRFR) of Highway Bridges
 - FDOT Bridge Load Rating Manual
 - FDOT Structures Manual
 - FDOT Structures Design Bulletins (available on FDOT Structures web site only)
- Geotechnical
 - FHWA Checklist and Guidelines for Review of Geotechnical Reports and Preliminary Specifications
 - Manual of Florida Sampling and Testing Methods
 - Soils and Foundation Handbook
- Landscape Architecture
 - Florida Department of Agriculture and Consumer Services Grades and Standards for Nursery Plants
- Architectural
 - Building Codes
 - Florida Building Code:
 - Building

- Fuel Gas
 - Mechanical
 - Plumbing
 - Existing Building
- Florida Accessibility Code for Building Construction
 - Rule Chapter 60D, F.A.C., Division of Building Construction
 - Chapter 553, F.S. – Building Construction Standards
 - ANSI A117.1 2003 Accessible and Usable Building and Facilities
 - Titles II and III, Americans With Disabilities Act (ADA), Public Law 101-336; and the ADA Accessibility Guidelines (ADAAG)
- Architectural – Fire Codes and Rules
 - National Fire Protection Association (NFPA) - Life Safety Code
 - NFPA 70 - National Electrical Code
 - NFPA 101 - Life Safety Code
 - NFPA 10 - Standard for Portable Fire Extinguishers
 - NFPA 11 - Standard for Low-Expansion Foam Systems
 - NFPA 11A - Standard for High- and Medium-Expansion Foam Systems
 - NFPA 12 - Standard for Carbon Dioxide Extinguishing Systems
 - NFPA 13 - Installation of Sprinkler Systems
 - NFPA 30 - Flammable and Combustible Liquids Code
 - NFPA 54 - National Gas Fuel Code
 - NFPA 58 - LP-Gas Code
 - Florida Fire Prevention Code as adopted by the State Fire Marshal – Consult with the Florida State Fire Marshal’s office for other frequently used codes.
 - Architectural – Extinguishing Systems
 - NFPA 10 - Fire Extinguishers
 - NFPA 13 - Sprinkler
 - NFPA 14 - Standpipe and Hose System
 - NFPA 17 - Dry Chemical
 - NFPA 20 - Centrifugal Fire Pump
 - NFPA 24 - Private Fire Service Mains
 - NFPA 200 - Standard on Clean Agent Fire Extinguishing Systems
 - Architectural – Detection and Fire Alarm Systems
 - NFPA 70 - Electrical Code
 - NFPA 72 - Standard for the Installation, Maintenance and Use of Local Protective Signaling Systems
 - NFPA 72E - Automatic Fire Detectors
 - NFPA 72G - Installation, Maintenance, and Use of Notification Appliances

- NFPA 72H - Testing Procedures for Remote Station and Proprietary Systems
- NFPA 74 - Household Fire Warning Equipment
- NFPA 75 - Protection of Electronic Computer Equipment
- Architectural – Mechanical Systems
 - NFPA 90A - Air Conditioning and Ventilating Systems
 - NFPA 92A - Smoke Control Systems
 - NFPA 96 - Removal of Smoke and Grease-Laden Vapors from Commercial Cooking Equipment
 - NFPA 204M - Smoke and Heating Venting
- Architectural – Miscellaneous Systems
 - NFPA 45 - Laboratories Using Chemicals
 - NFPA 80 - Fire Doors and Windows
 - NFPA 88A - Parking Structures
 - NFPA 105 - Smoke and Draft-control Door Assemblies
 - NFPA 110 - Emergency and Standby Power Systems
 - NFPA 220 - Types of Building Construction
 - NFPA 241 - Safeguard Construction, Alteration, and Operations
 - Rule Chapter 69A-47, F.A.C., Uniform Fire Safety For Elevators
 - Rule Chapter 69A-51, F.A.C., Boiler Safety
- Architectural – Energy Conservation
 - Rule Chapter 60D-4, F.A.C., Rules For Construction and Leasing of State Buildings To Insure Energy Conservation
 - Section 255.255, F.S., Life-Cycle Costs
- Architectural – Elevators
 - Rule Chapter 61C-5, F.A.C., Florida Elevator Safety Code
 - ASME A-17.1, Safety Code for Elevators and Escalators
 - Architectural – Floodplain Management Criteria
 - Section 255.25, F.S., Approval Required Prior to Construction or Lease of Buildings
 - Rules of the Federal Emergency Management Agency (FEMA)
- Architectural – Other
 - Rule Chapter 64E-6, F.A.C., Standards for On Site Sewage Disposal Systems (Septic Tanks)
 - Rule Chapter 62-600, F.A.C., Domestic Wastewater Facilities
 - Rule Chapter 62-761, F.A.C., Underground Storage Tank Systems
 - American Concrete Institute
 - American Institute of Architects - Architect's Handbook of Professional

Practice

- American Society for Testing and Materials - ASTM Standards
- Brick Institute of America
- DMS - Standards for Design of State Facilities
- Florida Concrete Products Association
- FDOT – ADA/Accessibility Procedure
- FDOT – Building Code Compliance Procedure
- FDOT – Design Build Procurement and Administration
- LEED (Leadership in Energy and Environmental Design) Green Building Rating System
- National Concrete Masonry Association
- National Electrical Code
- Portland Cement Association - Concrete Masonry Handbook
- United State Green Building Council (USGBC)

Services to be performed by the DEPARTMENT when appropriate and/or available, the DEPARTMENT will provide project data including:

- Numbers for field books.
- All information that may come to the DEPARTMENT pertaining to future improvements.
- All future information that may come to the DEPARTMENT during the term of MIAMI-DADE COUNTY's Agreement, which in the opinion of the DEPARTMENT is necessary for the prosecution of the work.
- Letters of authorization designating MIAMI-DADE COUNTY as an agent of the DEPARTMENT in accordance with F.S. 337.274.
- Phase reviews of plans and engineering documents.

PROJECT COMMON AND PROJECT GENERAL TASKS

Project Common Tasks

Project Common Tasks, as listed below, are work efforts that are applicable to many project activities, 4 (Roadway Analysis) through 36 (3D Modeling). These tasks are to be included in the project scope in each applicable activity when the described work is to be performed by MIAMI-DADE COUNTY.

Cost Estimates: MIAMI-DADE COUNTY shall submit a Cost Validation Report to the DEPARTMENT for approval, within ten (10) business days of receiving the winning bid.

The Cost Validation Report will show a list of pay items, quantities for each pay item, unit prices of each pay item, cost of each pay item, and grand total cost that reflects the Proposal Contract Price in Exhibit H – ISD Form 6, Price Proposal for line item 1b.

Technical Special Provisions: Not applicable to this project

Modified Special Provisions: Not applicable to this project

Field Reviews: Not applicable to this project

Technical Meetings: Not applicable to this project

Quality Assurance/Quality Control: It is the intention of the DEPARTMENT that MIAMI-DADE COUNTY, including their subconsultant(s), are held responsible for their work, including plans review. The purpose of MIAMI-DADE COUNTY plan reviews is to ensure that MIAMI-DADE COUNTY plans follow the plan preparation procedures outlined in the FDOT Design Manual, that state and federal design criteria are followed with the DEPARTMENT concept, and that MIAMI-DADE COUNTY submittals are complete. All subconsultant document submittals shall be submitted by the subconsultant directly to MIAMI-DADE COUNTY for their independent Quality Assurance/Quality Control review and subsequent submittal to the DEPARTMENT.

It is MIAMI-DADE COUNTY'S responsibility to independently and continually QC their plans and other deliverables. MIAMI-DADE COUNTY should regularly communicate with the DEPARTMENT's Project Manager to discuss and resolve issues, and to solicit opinions from those within designated areas of expertise.

MIAMI-DADE COUNTY shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by MIAMI-DADE COUNTY and their subconsultant(s) under this contract.

MIAMI-DADE COUNTY shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other products and services.

Independent Peer Review: Not applicable to this project.

Supervision: Not applicable to this project

Coordination: MIAMI-DADE COUNTY shall coordinate with all disciplines of the PROJECT to produce a final set of construction documents.

Project General Tasks

Project General Tasks, described below, represent work efforts that are applicable to the PROJECT as a whole and not to any one or more specific project activity. The work described in these tasks shall be performed by MIAMI-DADE COUNTY when included in the PROJECT scope.

Public Involvement (Not applicable to this project)

Community Awareness Plan (Not applicable to this project)

Notifications (Not applicable to this project)

Preparing Mailing Lists (Not applicable to this project)

Median Modification Letters (Not applicable to this project)

Driveway Modification Letters (Not applicable to this project)

Newsletters (Not applicable to this project)

Renderings and Fly-Throughs (Not applicable to this project)

PowerPoint Presentations (Not applicable to this project)

Public Meeting Preparations (Not applicable to this project)

Public Meeting Attendance and Follow-up (Not applicable to this project)

Other Agency Meetings (Not applicable to this project)

Web Site (Not applicable to this project)

Joint Project Agreements (Not applicable to this project)

Specifications Package Preparation (Not applicable to this project)

Contract Maintenance and Project Documentation (Not applicable to this project)

Value Engineering (Multi-Discipline Team) Review (Not applicable to this project)

Prime Consultant Project Manager Meetings (Not applicable to this project)

Plans Update (Not applicable to this project)

Post Design Services (Not applicable to this project)

Digital Delivery (Not applicable to this project)

Risk Assessment Workshop (Not applicable to this project)

Railroad, Transit and/or Airport Coordination (Not applicable to this project)

Aeronautical Evaluation (Not applicable to this project)

Landscape and Existing Vegetation Coordination (Not applicable to this project)

Other Project General Tasks (Not applicable to this project)

ROADWAY ANALYSIS

MIAMI-DADE COUNTY shall analyze and document Roadway Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

Typical Section Package (Not applicable to this project)

Pavement Type Selection Report (Not applicable to this project)

Pavement Design Package (Not applicable to this project)

Cross-Slope Correction (Not applicable to this project)

Horizontal/Vertical Master Design Files

MIAMI-DADE COUNTY shall design the geometrics using the Standard Plans that are most appropriate with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, existing vegetation to be preserved, pedestrian and bicycle concerns, ADA requirements, Safe Mobility For Life Program, access management, PD&E documents and scope of work. MIAMI-DADE COUNTY shall also develop utility conflict information to be provided to project Utility Coordinator in the format requested by the DEPARTMENT.

Access Management (Not applicable to this project)

Roundabout Evaluation (Not applicable to this project)

Roundabout Final Design Analysis (Not applicable to this project)

Cross Section Design Files (Not applicable to this project)

Temporary Traffic Control Plan (TTCP) Analysis

MIAMI-DADE COUNTY shall design a safe and effective TTCP to move vehicular and pedestrian traffic during all phases of construction. The design shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations, roadway pavement, drainage structures, ditches, front slopes, back slopes, drop offs within clear zone, transit stops, and traffic monitoring sites. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times. The design shall include construction phasing of roadways to accommodate the construction or relocation of utilities when the contract includes Joint Project Agreements (JPAs).

MIAMI-DADE COUNTY shall investigate the need for temporary traffic signals, temporary highway lighting, detours, diversions, lane shifts, and the use of materials such as sheet piling in the analysis. The Traffic Control Plan shall be prepared by a certified designer who has completed training as required by the DEPARTMENT. Before proceeding with the TTCP, MIAMI-DADE COUNTY shall meet with the appropriate DEPARTMENT personnel. The purpose of this meeting is to provide information to MIAMI-DADE COUNTY that will better coordinate the Preliminary and Final TTCP efforts.

MIAMI-DADE COUNTY shall consider the local impact of any lane closures or alternate routes. When the need to close a road is identified during this analysis, MIAMI-DADE COUNTY shall notify the DEPARTMENT's Project Manager as soon as possible. Proposed road closings must be reviewed and approved by the DEPARTMENT. Diligence shall be used to minimize negative impacts by appropriate specifications, recommendations or plans development. Local impacts to consider will be local events, holidays, peak seasons, detour route deterioration and other eventualities. CONSULTANT shall be responsible to obtain local authorities permission for use of detour routes not on state highways.

Master TTCP Design Files

MIAMI-DADE COUNTY shall develop master TTCP files as part of the South Corridor Transit Project showing each phase of the TTCP that incorporates the PROJECT. This includes all work necessary for designing lane configurations, diversions, lane shifts, signing and pavement markings, temporary traffic control devices, and temporary pedestrian ways.

Selective Clearing and Grubbing (Not applicable to this project)

Tree Disposition Plans (Not applicable to this project)

Design Variations and Exceptions (Not applicable to this project)

Design Report (Not applicable to this project)

Quantities

Cost Estimate

MIAMI-DADE COUNTY shall include in Cost Validation Report

Technical Special Provisions and Modified Special Provisions

Other Roadway Analyses (Not applicable to this project)

Field Reviews (Not applicable to this project)

Monitor Existing Structures (Not applicable to this project)

Technical Meetings (Not applicable to this project)

Quality Assurance/Quality Control

Independent Peer Review (Not applicable to this project)

Supervision (Not applicable to this project)

Coordination

ROADWAY PLANS

MIAMI-DADE COUNTY shall prepare Roadway, TTCP, plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the PROJECT for the purposes of construction.

Key Sheet

Summary of Pay Items Including Quantity Input (Not applicable to this project)

Typical Section Sheets (Not applicable to this project)

Typical Sections

Typical Section Details

General Notes/Pay Item Notes

Summary of Quantities Sheets

Project Layout (Not applicable to this project)

Plan/Profile Sheet (Not applicable to this project)

Profile Sheet (Not applicable to this project)

Plan Sheet

Special Profile (Not applicable to this project)

Back-of-Sidewalk Profile Sheet (Not applicable to this project)

Interchange Layout Sheet (Not applicable to this project)

Ramp Terminal Details (Plan View) (Not applicable to this project)

Intersection Layout Details (Not applicable to this project)

Special Details (Not applicable to this project)

Cross-Section Pattern Sheets (Not applicable to this project)

Roadway Soil Survey Sheets (Not applicable to this project)

Cross Sections (Not applicable to this project)

Temporary Traffic Control Plan Sheets

Temporary Traffic Control Cross Section Sheets

Temporary Traffic Control Detail Sheets

Utility Adjustment Sheets (Not applicable to this project)

Selective Clearing and Grubbing Sheets (Not applicable to this project)

Tree Disposition Plan Sheets (Not applicable to this project)

Project Control Sheets (Not applicable to this project)

Environmental Detail Sheets (Not applicable to this project)

Utility Verification Sheets (SUE Data) (Not applicable to this project)

Quality Assurance/Quality Control

Supervision

DRAINAGE ANALYSIS

MIAMI-DADE COUNTY shall analyze and document Drainage Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

MIAMI-DADE COUNTY shall be responsible for designing a drainage and stormwater management system. All design work shall comply with the requirements of the appropriate regulatory agencies and the DEPARTMENT's Drainage Manual.

MIAMI-DADE COUNTY shall coordinate fully with the appropriate permitting agencies and the DEPARTMENT's staff. All activities and submittals should be coordinated through the DEPARTMENT's Project Manager. The work will include the engineering analyses for any or all of the following:

Drainage Map Hydrology (Not applicable to this project)

Base Clearance Calculations (Not applicable to this project)

Pond Siting Analysis and Report (Not applicable to this project)

Design of Cross Drains (Not applicable to this project)

Design of Ditches (Not applicable to this project)

Design of Stormwater Management Facility (Offsite or Infield Pond) (Not applicable to this project)

Design of Stormwater Management Facility (Roadside Treatment Swales and Linear Ponds) (Not applicable to this project)

Design of Floodplain Compensation (Not applicable to this project)

Design of Storm Drains (Not applicable to this project)

Optional Culvert Material (Not applicable to this project)

French Drain Systems (Not applicable to this project)

Existing French Drain Systems (Not applicable to this project)

Drainage Wells (Not applicable to this project)

Drainage Design Documentation Report (Not applicable to this project)

Bridge Hydraulic Report (Not applicable to this project)

Temporary Drainage Analysis (Not applicable to this project)

Evaluate and address drainage to adequately drain the road and maintain existing offsite drainage during all construction phases. Provide documentation.

Cost Estimate (Not applicable to this project)

Technical Special Provisions / Modified Special Provisions (Not applicable to this project)

Hydroplaning Analysis (Not applicable to this project)

Existing Permit Analysis (Not applicable to this project)

Other Drainage Analysis (Not applicable to this project)

Noise Barrier Evaluation (Not applicable to this project)

Field Reviews (Not applicable to this project)

Technical Meetings (Not applicable to this project)

Environmental Look-Around Meetings (Not applicable to this project)

Quality Assurance/Quality Control

Independent Peer Review (Not applicable to this project)

Supervision (Not applicable to this project)

Coordination

DRAINAGE PLANS (Not applicable to this project)

UTILITIES (Not applicable to this project)

ENVIRONMENTAL PERMITS and ENVIRONMENTAL CLEARANCES (Not applicable to this project)

STRUCTURES - SUMMARY AND MISCELLANEOUS TASKS AND DRAWINGS (Not applicable to this project)

STRUCTURES - BRIDGE DEVELOPMENT REPORT (Not applicable to this project)

STRUCTURES - TEMPORARY BRIDGE (Not applicable to this project)

STRUCTURES - SHORT SPAN CONCRETE BRIDGE (Not applicable to this project)

STRUCTURES - MEDIUM SPAN CONCRETE BRIDGE (Not applicable to this project)

STRUCTURES - STRUCTURAL STEEL BRIDGE (Not applicable to this project)

STRUCTURES - SEGMENTAL CONCRETE BRIDGE (Not applicable to this project)

STRUCTURES - MOVABLE SPAN (Not applicable to this project)

STRUCTURES - RETAINING WALLS (Not applicable to this project)

STRUCTURES – MISCELLANEOUS (Not applicable to this project)

SIGNING AND PAVEMENT MARKING ANALYSIS

MIAMI-DADE COUNTY shall analyze and document Signing and Pavement Markings Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

Traffic Data Analysis (Not applicable to this project)

No Passing Zone Study (Not applicable to this project)

Reference and Master Design File

MIAMI-DADE COUNTY shall prepare the Signing & Marking Design file to include all necessary design elements and all associated reference files.

Multi-Post Sign Support Calculations (Not applicable to this project)

Sign Panel Design Analysis (Not applicable to this project)

Sign Lighting/Electrical Calculations (Not applicable to this project)

Quantities

Cost Estimate

MIAMI-DADE COUNTY shall include in Final Cost Validation Report

Technical Special Provisions and Modified Special Provisions (Not applicable to this project)

Other Signing and Pavement Marking Analysis (Not applicable to this project)

Field Reviews (Not applicable to this project)

Technical Meetings (Not applicable to this project)

Quality Assurance/Quality Control

Independent Peer Review (Not applicable to this project)

Supervision (Not applicable to this project)

Coordination

SIGNING AND PAVEMENT MARKING PLANS

MIAMI-DADE COUNTY shall prepare a set of Signing and Pavement Marking Plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums that includes the following.

Key Sheet

Summary of Pay Items Including Quantity Input (Not applicable to this project)

Tabulation of Quantities

General Notes/Pay Item Notes

Project Layout (Not applicable to this project)

Page 33 of 41

*Department Funded Agreement between the Florida Department of Transportation and Miami-Dade County
Financial Project Number # 429341-7-58-01*

Plan Sheet

Typical Details

Guide Sign Work Sheet(s)

Traffic Monitoring Site (Not applicable to this project)

Cross Sections (Not applicable to this project)

Special Service Point Details (Not applicable to this project)

Special Details (Not applicable to this project)

Interim Standards (Not applicable to this project)

Quality Assurance/Quality Control

MIAMI-DADE COUNTY shall be responsible for the professional quality, technical accuracy and coordination of traffic design drawings, specifications and other services furnished by MIAMI-DADE COUNTY under this contract.

Supervision

SIGNALIZATION ANALYSIS

MIAMI-DADE COUNTY shall analyze and document Signalization Analysis Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

Traffic Data Collection (Not applicable to this project)

Traffic Data Analysis (Not applicable to this project)

Signal Warrant Study (Not applicable to this project)

Systems Timings (Not applicable to this project)

Reference and Master Signalization Design File

MIAMI-DADE COUNTY shall prepare the Signalization Design file to include all necessary design elements and all associated reference files.

Reference and Master Interconnect Communication Design File

MIAMI-DADE COUNTY shall prepare the Interconnect Communication Design file to include all necessary design elements and all associated reference files.

Overhead Street Name Sign Design (Not applicable to this project)

Pole Elevation Analysis (Not applicable to this project)

Traffic Signal Operation Report (Not applicable to this project)

Quantities

Cost Estimate

MIAMI-DADE COUNTY shall include in Cost Validation Report

Technical Special Provisions and Modified Special Provisions (Not applicable to this project)

Other Signalization Analysis (Not applicable to this project)

Field Reviews (Not applicable to this project)

Technical Meetings (Not applicable to this project)

Quality Assurance/Quality Control

MIAMI-DADE COUNTY shall be responsible for the professional quality, technical accuracy and coordination of traffic design drawings, specifications and other services furnished by MIAMI-DADE COUNTY under this contract.

Independent Peer Review (Not applicable to this project)

Supervision (Not applicable to this project)

Coordination

22 SIGNALIZATION PLANS

MIAMI-DADE COUNTY shall prepare a set of Signalization Plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums, which includes the following:

Key Sheet

Summary of Pay Items Including Designer Interface Quantity Input (Not applicable to this project)

Tabulation of Quantities

General Notes/Pay Item Notes

Plan Sheet

Interconnect Plans

Traffic Monitoring Site (Not applicable to this project)

Guide Sign Worksheet (Not applicable to this project)

Special Details (Not applicable to this project)

Special Service Point Details (Not applicable to this project)

Mast Arm/Monotube Tabulation Sheet (Not applicable to this project)

Strain Pole Schedule (Not applicable to this project)

TTCP Signal (Temporary) (Not applicable to this project)

Temporary Detection Sheet

Utility Conflict Sheet (Not applicable to this project)

Interim Standards (Not applicable to this project)

Quality Assurance/Quality Control

MIAMI-DADE COUNTY shall be responsible for the professional quality, technical accuracy and coordination of traffic design drawings, specifications and other services furnished by MIAMI-DADE COUNTY under this contract.

Supervision

LIGHTING ANALYSIS (Not applicable to this project)

LIGHTING PLANS (Not applicable to this project)

LANDSCAPE ANALYSIS (Not applicable to this project)

LANDSCAPE PLANS (Not applicable to this project)

SURVEY (Not applicable to this project)

PHOTOGRAMMETRY (Not applicable to this project)

MAPPING (Not applicable to this project)

TERRESTRIAL MOBILE LiDAR (Not applicable to this project)

ARCHITECTURE DEVELOPMENT (Not applicable to this project)

NOISE BARRIERS IMPACT DESIGN ASSESSMENT IN THE DESIGN PHASE (Not applicable to this project)

INTELLIGENT TRANSPORTATION SYSTEMS ANALYSIS (Not applicable to this project)

INTELLIGENT TRANSPORTATION SYSTEMS PLANS (Not applicable to this project)

GEOTECHNICAL (Not applicable to this project)

3D MODELING (Not applicable to this project)

PROJECT REQUIREMENTS

Liaison Office

The DEPARTMENT and MIAMI-DADE COUNTY will designate a Liaison Office and a Project Manager who shall be the representative of their respective organizations for the Project. While it is expected MIAMI-DADE COUNTY shall seek and receive advice from

various state, regional, and local agencies, the final direction on all matters of this project remain with the DEPARTMENT Project Manager.

Key Personnel

MIAMI-DADE COUNTY's work shall be performed and directed by the key personnel identified by MIAMI-DADE COUNTY. Any changes in the indicated personnel shall be provided to the DEPARTMENT within two (2) business days of the change.

Progress Reporting

MIAMI-DADE COUNTY shall meet with the DEPARTMENT as required and shall provide a written monthly progress report with approved schedule that describe the work performed on each task. The report will include assessing project risk through monthly documentation of identifying and updating the risk category and approach for monitoring those tasks. Invoices shall be submitted after the DEPARTMENT approves the monthly progress report. The Project Manager will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

Correspondence

Copies of all written correspondence between MIAMI-DADE COUNTY and any party pertaining specifically to this contract shall be provided to the DEPARTMENT for their records within one (1) week of the receipt or mailing of said correspondence.

Professional Endorsement

MIAMI-DADE COUNTY shall have a Licensed Professional Engineer in the State of Florida sign and seal all reports, documents, Technical Special Provisions and Modified Special Provisions, and plans as required by DEPARTMENT standards.

Computer Automation

The PROJECT will be developed utilizing Computer Aided Drafting and Design (CADD) systems. The DEPARTMENT makes available software to help assure quality and conformance with policy and procedures regarding CADD. It is the responsibility of MIAMI-DADE COUNTY to meet the requirements in the FDOT CADD Manual. MIAMI-DADE COUNTY shall submit final documents and files as described therein.

Coordination with Other Consultants

MIAMI-DADE COUNTY is to coordinate the work with any and all adjacent and integral consultants so as to effect complete and homogenous plans and specifications for the project(s) described herein.

Optional Services

At the DEPARTMENT's option, MIAMI-DADE COUNTY may be requested to provide optional services. The fee for these services shall be negotiated in accordance with the terms detailed in Exhibit B, Method of Compensation, for a fair, competitive and reasonable cost, considering the scope and complexity of the project(s). Additional services may be authorized by Letter of Authorization or supplemental amendment in accordance with paragraph 2.00 of the Standard Consultant Agreement.

INVOICING LIMITS

Payment for the work accomplished shall be in accordance with Method of Compensation of this contract. Invoices shall be submitted to the DEPARTMENT, in a format prescribed by the DEPARTMENT. The DEPARTMENT Project Manager and MIAMI-DADE COUNTY shall monitor the cumulative invoiced billings to ensure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the DEPARTMENT.

MIAMI-DADE COUNTY shall provide a list of key events and the associated total percentage of work considered to be complete at each event. This list shall be used to control invoicing. Payments will not be made that exceed the percentage of work for any event until those events have actually occurred and the results are acceptable to the DEPARTMENT.

PROJECT Limits: SR 994 / Quail Roost Drive/ SW 186 St. from Miami-Dade South Busway western right-of-way line (MP 7.945) to West of US-1/ S.R. 5 (MP 8.029), Miami-Dade County

FDOT Financial Project Number: 429341-7-52-01

County: Miami-Dade

FDOT Project Manager: Nilia Cartaya, 305-640-7557

COUNTY Project Manager: Alex Gorgas, 786-469-5259

EXHIBIT "B"

FINANCIAL SUMMARY

Estimated PROJECT costs and deliverables for reimbursement are below-listed:

Deliverables to be submitted with invoices (if applicable):
Project Schedule
Phase Submittal Construction Plans – According to South Corridor Transit project submittal schedule. All phases to be shown in schedule including Final digitally signed and sealed plans.
Final As-Built Plans
Contractor's/Engineer's Progress Reports and Invoices
Cost Validation Report
Copies of Meeting Agendas, Meeting Minutes, Meeting Documents, and Post Meeting Follow-ups
Final Acceptance Notification from FDOT and Miami-Dade County (Final Invoice Requirement)

Total PROJECT Cost Estimate: \$274,577.00

EXHIBIT "C"

RESOLUTION

To be herein incorporated once approved by the COUNTY Commission.

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

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, between the State of Florida Department of Transportation, a component agency of the State of Florida, hereinafter referred to as the 'DEPARTMENT', and Miami Dade County, a political subdivision of the State of Florida, existing under the Laws of the State of Florida, hereinafter referred to as the 'COUNTY'.

RECITALS:

WHEREAS, the DEPARTMENT has jurisdiction over and maintains the State Road (S.R.) 5/US 1/South Dixie Highway as Howard Drive/SW 136th Street from MP 17.387 to MP 17.389 corridor in Miami-Dade County; and

WHEREAS, the DEPARTMENT has drafted design plans for the construction of roadway improvements on S.R. 95/US 1/South Dixie Highway as Howard Drive/SW 136th Street from MP 17.387 to MP 17.389, under Financial Project Number 439984-1-52-01, hereinafter referred to as the 'PROJECT', the individual elements of which are outlined in the attached Exhibit "A", 'Scope of Services', which is herein incorporated by reference; and

WHEREAS, the DEPARTMENT and the COUNTY desire that the COUNTY be responsible for constructing the PROJECT in the manner contemplated by the DEPARTMENT's existing design plans; that the COUNTY ensure the PROJECT is constructed in a manner that connects to the South Corridor Transit Project and that the COUNTY prepare any plans necessary to achieve that goal; that the plans for the PROJECT not be changed without FDOT approval; and that the DEPARTMENT funding provided by this Agreement is sufficient to achieve these goals; and

WHEREAS, the DEPARTMENT has programmed funding for the PROJECT under Financial Project Number 439984-2-58-01, and has agreed to reimburse the COUNTY for eligible project costs up to a maximum limiting amount, as outlined in the attached Exhibit "B", 'Financial Summary', which is herein incorporated by reference; 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 parties are authorized to enter into this Agreement pursuant to **Section 339.08(e) and 339.12, Florida Statutes (F.S.);**

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. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and are incorporated into the body of this Agreement, as if fully set forth herein.

2. GENERAL REQUIREMENTS

- a. The COUNTY shall be responsible for ensuring that the PROJECT complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.
- b. The COUNTY shall submit this Agreement to its COUNTY Commission for ratification or approval by resolution. A copy of said resolution is attached hereto as Exhibit "C", 'County Resolution', and is herein incorporated by reference.
- c. The COUNTY shall advertise for bid, let the consultant and construction contracts, administer, supervise, implement, evaluate and inspect all aspects of PROJECT construction until completion, as further defined in Exhibit "A", 'Scope of Services'. The COUNTY shall complete the PROJECT on or before **September 30th, 2022**. All aspects of the PROJECT construction and administration are subject to DEPARTMENT standards and specifications and must be in compliance with all governing laws and ordinances. All aspects of the PROJECT are subject to the provisions of Title 23 U.S.C. and 49 C.F.R., part 18, and must be in compliance with all governing laws and ordinances.
- d. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the COUNTY under any circumstances without prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.
- e. The COUNTY shall have the sole responsibility for resolving claims and requests for additional work for the PROJECT. The COUNTY will make the best efforts to obtain the DEPARTMENT input in its decisions.
- f. Utility relocation and utility relocation related work is outside the Scope of Services (as generally defined in Exhibit "A") for the PROJECT, and the DEPARTMENT shall not pay, nor be billed for, costs for utility relocation related work, unless otherwise agreed upon by the parties, by amendment in accordance with the provisions of paragraph 5.

- g. The DEPARTMENT shall reimburse the COUNTY for eligible project costs as defined in Exhibit "B", 'Financial Summary', and in accordance with the financial provisions in Section 3 of this Agreement.
- h. In the event that the Design-Build contract price exceeds the DEPARTMENT's official cost estimate for the PROJECT corresponding to the scope of the Design-Build contract the DEPARTMENT may require the rejection of the contract and the parties shall be relieved of further responsibility under this Agreement. If the DEPARTMENT opts to proceed with the Design-Build contract, then this Agreement shall be amended to reflect the parties' revised financial participation, by written amendment in accordance with the provisions of Paragraph 5 of this Agreement. The parties' revised financial participation will be based on the Cost Validation Report to be submitted by MIAMI-DADE COUNTY, and approved by the DEPARTMENT.

In the event that the Design-Build contract price results in a cost lower than the official cost estimate for the portion of the PROJECT corresponding to the scope of the Design-Build contract, the DEPARTMENT agrees to accept the Design-Build cost. The parties further agree that this Agreement shall be amended, in accordance with the provisions of Paragraph 5 of this Agreement. For the purposes of this Agreement, the official cost estimate pre-construction shall be the Detail Cost Estimate prepared by the DEPARTMENT, in comparison with the Design-Build contract price for the PROJECT and approved by the DEPARTMENT.

- i. The COUNTY shall comply with all federal, state, and local laws and ordinances applicable with work or payment of work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Agreement.
- j. The COUNTY agrees to comply with **Section 20.055(5), F.S.**, and to incorporate in all subcontracts the obligation to comply with **Section 20.055(5), F.S.**

3. FINANCIAL PROVISIONS

- a. The DEPARTMENT agrees to compensate the COUNTY for services described in Exhibit A – Scope of Services or Project Description and Responsibilities. The Method of Compensation or Schedule of Financial Assistance is included as Exhibit B.
- b. The COUNTY shall provide quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of

service to be performed and the criteria for evaluating successful completion. The PROJECT, identified as Project Number **439984-2-58-01**, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A" - Scope of Services. (**Section 287.058(1)(d) and (e), F.S.**)

- c. Invoices shall be submitted by the COUNTY in detail sufficient for a proper pre-audit and post audit thereof, based on quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A"— Scope of Services. Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager prior to payments. (**Section 287.058 (1)(a), F.S.**)
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the COUNTY and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A"— Scope of Services was met.
- e. There shall be no reimbursement for travel expenses under this Agreement.
- f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, F.S. or the Department's Comptroller under **Section 334.044(29), F.S.** If the DEPARTMENT determines that the performance of the COUNTY is unsatisfactory, the DEPARTMENT shall notify the COUNTY of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT. The COUNTY shall, within five days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the COUNTY will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the COUNTY shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be withheld until the COUNTY resolves the deficiency. If the deficiency is subsequently resolved, the COUNTY may bill the DEPARTMENT for the retained amount during the next billing period. If the COUNTY is unable to resolve the deficiency, the funds retained will be forfeited at the end of the Agreement's term. (**Section 287.058(1)(h), F.S.**)
- g. The COUNTY providing goods and services to the DEPARTMENT should be aware of the following time frames. Inspection and approval of goods or

services shall take no longer than five (5) working days unless the bid specifications, purchase order, or contract specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. (**Section 215.422(1), F.S.**)

If payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the COUNTY. Interest penalties of less than one (1) dollar will not be enforced unless the COUNTY requests payment. Invoices that have to be returned to the COUNTY because of COUNTY preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT. (**Section 215.422(3)(b), F.S.**)

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the COUNTY who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236. (**Section 215.422(5) and (7), F.S.**)

- h. The COUNTY shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the COUNTY's general accounting records and the PROJECT records, together with supporting documents and records, of the contractor and all subcontractors performing work on the PROJECT, and all other records of the Contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs. (**Section 287.058(4), F.S.**)
- i. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of **Section 339.135(6)(a), F.S.**, are hereby incorporated:

"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 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 such 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 one (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 TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than 1 year.”

- j. The DEPARTMENT’s obligation to pay is contingent upon an annual appropriation by the Florida Legislature. (Section 216.311, F.S.)
- k. This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, F.S.

4. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

5. AMENDMENT

This Agreement may be amended by mutual agreement of the DEPARTMENT and the COUNTY expressed in writing, executed and delivered by each party.

6. INVALIDITY

If any part of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, if such remainder continues to conform to the terms and requirements of applicable law.

7. COMMUNICATIONS

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

To DEPARTMENT: Florida Department of Transportation
1000 Northwest 111 Avenue

Page 7 of 43

*Department Funded Agreement between the Florida Department of Transportation and Miami-Dade County
Financial Project Number # 439984-2-58-01*

Miami, Florida 33172-5800
Attn: Nilia Cartaya, Modal Development
Administrator
Ph: (305) 640-7557

To CITY/COUNTY: Miami-Dade County
111 NW 1st Street, 29th Floor
Miami, FL 33128
Attn: Alex Gorgas,
Ph: (786) 469-5259

- b. 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.

8. EXPIRATION OF AGREEMENT

The COUNTY agrees to complete the PROJECT on or before **September 30th, 2022**. If the COUNTY does not complete the PROJECT within this time period, this Agreement will expire unless an extension of the time period is requested by the COUNTY and granted in writing by the DEPARTMENT's District Six Secretary or Designee. Expiration of this Agreement will be considered termination of the PROJECT.

9. INVOICING AND PROGRESS REPORTS

In order to obtain any payments, the COUNTY shall:

- i. Submit monthly progress reports that: 1) describe the work performed; 2) adequately justify and support the payment requested; and 3) are in a format that is acceptable to the DEPARTMENT; and
- ii. Submit to the DEPARTMENT monthly invoices on COUNTY forms and such other data pertaining to the PROJECT in support of the invoice total; and
- iii. Comply with all applicable provisions of this Agreement.

The COUNTY will invoice the DEPARTMENT on a monthly basis for completed work. The COUNTY must submit the final invoice on this PROJECT to the DEPARTMENT within one hundred twenty (120) days after the expiration of this Agreement. Invoices submitted after **January 28th, 2023**, will not be paid.

10. RESTRICTIONS ON LOBBYING

- a. State: No Funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

11. ENTIRE AGREEMENT

This Department Funded Agreement is the entire Agreement between the parties hereto, and it may be modified or amended only by mutual consent of the parties in writing.

-- REMAINDER OF PAGE INTENTIONALLY LEFT BLANK --

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

CITY/COUNTY:

STATE OF FLORIDA, DEPARTMENT
OF TRANSPORTATION:

BY: _____
DEPUTY MAYOR

BY: _____
DIRECTOR OF TRANSPORTATION
DEVELOPMENT

ATTEST: _____
(SEAL) EXECUTIVE SECRETARY

LEGAL REVIEW:

COUNTY ATTORNEY

DISTRICT CHIEF COUNSEL

EXHIBIT "A"

SCOPE OF SERVICES

CONSULTING ENGINEERING SERVICES HIGHWAY AND BRIDGE/STRUCTURAL DESIGN

This Exhibit forms an integral part of the agreement between the State of Florida Department of Transportation (hereinafter referred to as the DEPARTMENT or FDOT) and Miami-Dade County Department of Transportation and Public Works (hereinafter referred to as MIAMI-DADE COUNTY) relative to the transportation facility described as follows:

PURPOSE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of MIAMI-DADE COUNTY and the DEPARTMENT in connection with the construction for improvements to the transportation facility described herein.

Major work mix includes: 7.3

Minor work groups include: 3.1, 4.1.1, 7.1, 8.2, 9.2

Known alternative construction contracting methods include: ***PROJECT to be constructed as a component to the MIAMI-DADE COUNTY design-build project for the SMART Plan South Corridor Transit Project.***

The general objective is for MIAMI-DADE COUNTY to complete the final design of SR 5 / US 1/ South Dixie Highway at Howard Drive/SW 136 Street from (MP 17.387) to (MP 17.389), substantially in accordance with the current plans and meet all FDOT policy, procedures and requirements. with respect to the PROJECT. MIAMI-DADE COUNTY shall construct the PROJECT in the manner contemplated by the DEPARTMENT's existing design plans for the PROJECT, and any changes thereto which MIAMI-DADE COUNTY makes in its final PROJECT design plans require FDOT pre-approval. MIAMI-DADE COUNTY shall construct the project jointly with the design-build project for the SMART Plan South Corridor Transit Project and include these projects in the same letting and contracting procedure, to be let to the same construction contractor. These Contract documents will be used by the contractor to build and test the project components. These Contract documents will be used by the DEPARTMENT or its Construction Engineering Inspection (CEI) representatives for inspection and final acceptance of the PROJECT. MIAMI-DADE COUNTY shall follow a systems engineering process to ensure that all required project components are included in the development of the Contract documents and the PROJECT can be built as designed and to specifications.

The Scope of Services establishes which items of work in the FDOT Design Manual and other pertinent manuals are specifically prescribed to accomplish the work included in this contract, and also indicate which items of work will be the responsibility of MIAMI-DADE COUNTY and/or the DEPARTMENT.

MIAMI-DADE COUNTY shall demonstrate good project management practices while administrating this project. These include communication with the DEPARTMENT and others as necessary, management of time and resources, and documentation. MIAMI-DADE COUNTY shall set up and maintain throughout the design of the PROJECT a contract file in accordance with DEPARTMENT procedures. MIAMI-DADE COUNTY is expected to know the laws and rules governing their professions and are expected to provide services in accordance with current regulations, codes and ordinances and recognized standards applicable to such professional services. MIAMI-DADE COUNTY shall provide qualified technical and professional personnel to perform to Department standards and procedures, the duties and responsibilities assigned under the terms of this agreement. MIAMI-DADE COUNTY shall minimize to the maximum extent possible the Department's need to apply its own resources to assignments authorized by the Department.

The DEPARTMENT will provide contract administration and technical reviews of all work associated with the development and preparation of contract documents, including Construction documents. The DEPARTMENT's technical reviews are for high-level conformance and are not meant to be comprehensive reviews, with the exception of the DEPARTMENT's review and approval of MIAMI-DADE COUNTY's plans and submissions for the PROJECT. MIAMI-DADE COUNTY shall be fully responsible for all work performed and work products developed under this Scope of Services. The DEPARTMENT may provide job-specific information and/or functions as outlined in this contract, if favorable.

PROJECT DESCRIPTION

MIAMI-DADE COUNTY shall investigate the status of the PROJECT and become familiar with concepts and commitments (typical sections, alignments, etc.) developed from prior studies and/or activities. MIAMI-DADE COUNTY shall:

- ***Install two new mast-arms at the southwest and northeast quadrants of the US 1 and SW 136th St. intersection, respectively. The work includes, but not limited to, new signal foundations, new signal heads with backplates, and all components necessary to for final inspection and acceptance***
- ***Install new signal head on mast-arm upright at the southeast quadrant of US 1 and SW 136th St. intersection, and all components necessary to for final inspection and acceptance***

- ***Install new pedestrian pedestal at the northeast quadrant of the US 1 and SW 136th St. intersection, and all components necessary to for final inspection and acceptance***

Project General and Roadway (Activities 3, 4, and 5)

Public Involvement: *N/A*
 Other Agency Presentations/Meetings: *N/A*
 Joint Project Agreements: *N/A*
 Specification Package Preparation: *N/A*
 Value Engineering: *N/A*
 Risk Assessment Workshop: *N/A*
 Plan Type: ***Plan Only***
 Typical Section: *N/A*
 Pavement Design: ***Per plans provided***
 Pavement Type Selection Report(s): *N/A*
 Cross Slope: *N/A*
 Access Management Classification: *N/A*
 Transit Route Features: *N/A*
 Major Intersections/Interchanges: *N/A*
 Roadway Alternative Analysis: *N/A*
 Level of TTCP: ***1***
 Temporary Lighting: *N/A*
 Temporary Signals: *N/A*
 Temporary Drainage: *N/A*
 Design Variations/Exceptions: *N/A*
 Back of Sidewalk Profiles: *N/A*
 Selective Clearing and Grubbing: *N/A*

Drainage (Activities 6a and 6b Not applicable to this project)

Utilities Coordination (Activity 7)

MIAMI-DADE COUNTY is responsible to certify that all necessary arrangements for utility work on this project have been made and will not conflict with the physical construction schedule.

MIAMI-DADE COUNTY shall ensure FDOT standards, policies, procedures, practices, and design criteria are followed concerning utility coordination.

Environmental Permits and Environmental Clearances (Activity 8 Not applicable to this project)

Structures (Activities 9 – 18)

Bridge(s): *N/A*

Type of Bridge Structure Work:

- BDR
- Temporary Bridge
- Short Span Concrete
- Medium Span Concrete
- Structural Steel
- Segmental Concrete
- Movable Span

Retaining Walls: *N/A*

Noise Barrier Walls: *N/A*

Miscellaneous:

Mast-arm: Southwest quadrant of US 1 and SW 136th St.

Mast-arm: Northeast quadrant of US 1 and SW 136th St.

Signing and Pavement Markings (Activities 19 & 20)

- *N/A*

Signalization (Activities 21 & 22)

Intersections: US 1 at SW 136th St.

Traffic Data Collection: *N/A*

Traffic Studies: *N/A*

Count Stations: *N/A*

Traffic Monitoring Sites: *N/A*

Lighting (Activities 23 & 24 Not applicable to this project)

Landscape (Activities 25 & 26 Not applicable to this project)

Survey (Activity 27 Not applicable to this project)

Photogrammetry (Activity 28 Not applicable to this project)

Mapping (Activity 29 Not applicable to this project)

Terrestrial Mobile LiDAR (Activity 30 Not applicable to this project)

Architecture (Activity 31 Not applicable to this project)

Noise Barriers (Activity 32 Not applicable to this project)

Intelligent Transportation Systems (Activities 33 & 34 Not applicable to this project)

Geotechnical (Activity 35 Not applicable to this project)

3D Modeling (Activity 36 Not applicable to this project)

Project Schedule/ Phase Reviews/Submittals

Within ten (10) business days after the Notice-To-Proceed, and prior to MIAMI-DADE COUNTY beginning work, MIAMI-DADE COUNTY shall provide a detailed project activity/event schedule for construction.

As a key stakeholder, the DEPARTMENT's review process is to review all draft and final PROEJCT documents, such as conceptual plans, environmental documents, permit applications, etc., for the purpose of confirming that the DEPARTMENT's needs and requirements related to the design and construction of the facility are met.

The documents are to be submitted to Nilia Cartaya, FDOT Modal Administrator (SMART Plan PM) via e-mail, FTA links, or any viable means based on the size of the document. Once the files are received, they will be distributed to various department leads through the Electronic Review Comment (ERC) system for review and comments to be provided.

FDOT's time requirement to review documents will be a review period concurrent and equivalent in length of time with MIAMI-DADE COUNTY review period. Upon completion of the internal review, a designated person from the DEPARTMENT will input all comments into the online electronic review system deemed suitable by MIAMI-DADE COUNTY. In addition, five (5) business days will be required for FDOT to confirm all comments have been implement/addressed in the revised documents.

The DEPARTMENT will review draft documents and complete a backcheck to assure comments have been implemented and addressed. Only upon confirmation of resolution of any and all pending comments, will the DEPARTMENT consider the document final.

For the purpose of scheduling, MIAMI-DADE COUNTY shall indicate all required submittals and review time periods. The schedule shall be submitted in an FDOT system-compatible format.

MIAMI-DADE COUNTY shall furnish construction contract documents as required by the DEPARTMENT to adequately control, coordinate, and approve the work concepts. MIAMI-DADE COUNTY shall provide electronic copies of the required documents listed below:

Construction Plan Components - To be submitted at each phase submittal indicated by the South Corridor Transit project schedule, including final digitally signed and sealed set. Any revisions to the existing design plans for the PROJECT are subject to FDOT review and require FDOT pre-approval.

Final As-Built Plans – As per the FDOT Design Manual (FDM) and the FDOT Construction Project Administration Manual, MIAMI-DADE COUNTY shall submit to the DEPARTMENT Final As-Built Plans for the PROJECT.

Provisions for Work

All work shall be prepared with English units in accordance with the latest editions of standards and requirements utilized by the DEPARTMENT which include, but are not limited to, publications such as:

- **General**
 - Title 29, Part 1910, Standard 1910.1001, Code of Federal Regulations (29 C.F.R. 1910.1001) – Asbestos Standard for Industry, U.S. Occupational Safety and Health Administration (OSHA)
 - 29 C.F.R. 1926.1101 – Asbestos Standard for Construction, OSHA
 - 40 C.F.R. 61, Subpart M - National Emission Standard for Hazardous Air Pollutants (NESHAP), Environmental Protection Agency (EPA)
 - 40 C.F.R. 763, Subpart E – Asbestos-Containing Materials in Schools, EPA
 - 40 C.F.R. 763, Subpart G – Asbestos Worker Protection, EPA
 - Americans with Disabilities Act (ADA) Standards for Accessible Design
 - AASHTO – A Policy on Design Standards Interstate System
 - AASHTO – Roadside Design Guide
 - AASHTO – Roadway Lighting Design Guide
 - AASHTO – A Policy for Geometric Design of Highways and Streets
 - AASHTO – Highway Safety Manual
 - Rule Chapter 5J-17, Florida Administrative Code (F.A.C.), Standards of Practice for Professional Surveyors and Mappers
 - Chapter 469, Florida Statutes (F.S.) – Asbestos Abatement

Page 16 of 43

*Department Funded Agreement between the Florida Department of Transportation and Miami-Dade County
Financial Project Number # 439984-2-58-01*

- Rule Chapter 62-257, F.A.C., Asbestos Program
- Rule Chapter 62-302, F.A.C., Surface Water Quality Standards
- Code of Federal Regulations (C.F.R.)
- Florida Administrative Codes (F.A.C.)
- Chapters 20, 120, 215, 455, Florida Statutes (F.S.) – Florida Department of Business & Professional Regulations Rules
- Florida Department of Environmental Protection Rules
- FDOT Basis of Estimates Manual
- FDOT Computer Aided Design and Drafting (CADD) Manual
- FDOT Standard Plans
- FDOT Flexible Pavement Design Manual
- FDOT - Florida Roundabout Guide
- FDOT Handbook for Preparation of Specifications Package
- FDOT Standard Plans Instructions
- FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (“Florida Greenbook”)
- FDOT Materials Manual
- FDOT Pavement Type Selection Manual
- FDOT Design Manual
- FDOT Procedures and Policies
- FDOT Procurement Procedure 001-375-030, Compensation for Consultant Travel Time on Professional Services Agreements
- FDOT Project Development and Environment Manual
- FDOT Project Traffic Forecasting Handbook
- FDOT Public Involvement Handbook
- FDOT Rigid Pavement Design Manual
- FDOT Standard Specifications for Road and Bridge Construction
- FDOT Utility Accommodation Manual
- Manual on Speed Zoning for Highways, Roads, and Streets in Florida
- Federal Highway Administration (FHWA) - Manual on Uniform Traffic Control Devices (MUTCD)
- FHWA – National Cooperative Highway Research Program (NCHRP) Report 672, Roundabouts: An Informational Guide
- FHWA Roadway Construction Noise Model (RCNM) and Guideline Handbook
- Florida Fish and Wildlife Conservation Commission - Standard Manatee Construction Conditions 2005
- Florida Statutes (F.S.)
- Florida’s Level of Service Standards and Guidelines Manual for Planning
- Model Guide Specifications – Asbestos Abatement and Management in Buildings, National Institute for Building Sciences (NIBS)
- Quality Assurance Guidelines
- Safety Standards

- Any special instructions from the DEPARTMENT
- Roadway
 - FDOT – Florida Intersection Design Guide
 - FDOT - Project Traffic Forecasting Handbook
 - FDOT - Quality/Level of Service Handbook
 - Florida’s Level of Service Standards and Highway Capacity Analysis for the SHS
 - Transportation Research Board (TRB) - Highway Capacity Manual
- Permits
 - Chapter 373, F.S. – Water Resources
 - US Fish and Wildlife Service Endangered Species Programs
 - Florida Fish and Wildlife Conservation Commission Protected Wildlife Permits
 - Bridge Permit Application Guide, COMDTPUB P16591.3C
 - Building Permit
- Drainage
 - FDOT Bridge Hydraulics Handbook
 - FDOT Culvert Handbook
 - FDOT Drainage Manual
 - FDOT Erosion and Sediment Control Manual
 - FDOT Exfiltration Handbook
 - FDOT Hydrology Handbook
 - FDOT Open Channel Handbook
 - FDOT Optional Pipe Materials Handbook
 - FDOT Storm Drain Handbook
 - FDOT Stormwater Management Facility Handbook
 - FDOT Temporary Drainage Handbook
 - FDOT Drainage Connection Permit Handbook
 - FDOT Bridge Scour Manual
- Survey and Mapping
 - All applicable Florida Statutes and Administrative Codes
 - Applicable Rules, Guidelines Codes and authorities of other Municipal, County, State and Federal Agencies.
 - FDOT Aerial Surveying Standards for Transportation Projects Topic 550-020-002
 - FDOT Right of Way Mapping Handbook
 - FDOT Surveying Procedure Topic 550-030-101
 - Florida Department of Transportation Right of Way Procedures Manual
 - Florida Department of Transportation Surveying Handbook
 - Right of Way Mapping Procedure 550-030-015
 - Traffic Engineering and Operations and ITS
 - AASHTO - An Information Guide for Highway Lighting

- AASHTO - Guide for Development of Bicycle Facilities
- FHWA Standard Highway Signs Manual
- FDOT Manual on Uniform Traffic Studies (MUTS)
- FDOT Median Handbook
- FDOT Traffic Engineering Manual
- National Electric Safety Code
- National Electrical Code
- Florida's Turnpike Enterprise
 - Florida's Turnpike Plans Preparation and Practices Handbook (TPPPH)
 - Florida's Turnpike Lane Closure Policy
 - Florida's Turnpike Drainage Manual Supplement
 - Rigid Pavement Design Guide for Toll Locations with Electronic Toll Collection
 - Flexible Pavement Design Guide for Toll Locations with Electronic Toll Collection
 - Florida's Turnpike General Tolling Requirements (GTR)
 - Additional Florida's Turnpike Enterprise standards, guides, and policies for design and construction can be found on the FTE Design Website:
<http://design.floridasturnpike.com>
- Traffic Monitoring
 - American Institute of Steel Construction (AISC) Manual of Steel Construction, referred to as "AISC Specifications"
 - American National Standards Institute (ANSI) RP-8-00 Recommended Practice for Roadway Lighting
 - AASHTO AWS D1.1/ANSI Structural Welding Code – Steel
 - AASHTO D1.5/AWS D1.5 Bridge Welding Code
 - FHWA Traffic Detector Handbook
 - FDOT General Interest Roadway Data Procedure
 - FHWA Traffic Monitoring Guide
 - FDOT's Traffic/Polling Equipment Procedures
- Structures
 - AASHTO Load and Resistance Factor Design (LRFD) Bridge Design Specifications and Interims
 - AASHTO LRFD Movable Highway Bridge Design Specifications and Interims
 - AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, and Interims.
 - AASHTO/-AWS-D1. 5M/D1.5: An American National Standard Bridge Welding Code
 - AASHTO Guide Specifications for Structural Design of Sound Barriers
 - AASHTO Manual for Condition Evaluation and Load and Resistance Factor Rating (LRFR) of Highway Bridges
 - FDOT Bridge Load Rating Manual
 - FDOT Structures Manual

- FDOT Structures Design Bulletins (available on FDOT Structures web site only)
- Geotechnical
 - FHWA Checklist and Guidelines for Review of Geotechnical Reports and Preliminary Specifications
 - Manual of Florida Sampling and Testing Methods
 - Soils and Foundation Handbook
- Landscape Architecture
 - Florida Department of Agriculture and Consumer Services Grades and Standards for Nursery Plants
- Architectural
 - Building Codes
 - Florida Building Code:
 - Building
 - Fuel Gas
 - Mechanical
 - Plumbing
 - Existing Building
 - Florida Accessibility Code for Building Construction
 - Rule Chapter 60D, F.A.C., Division of Building Construction
 - Chapter 553, F.S. – Building Construction Standards
 - ANSI A117.1 2003 Accessible and Usable Building and Facilities
 - Titles II and III, Americans With Disabilities Act (ADA), Public Law 101-336; and the ADA Accessibility Guidelines (ADAAG)
- Architectural – Fire Codes and Rules
 - National Fire Protection Association (NFPA) - Life Safety Code
 - NFPA 70 - National Electrical Code
 - NFPA 101 - Life Safety Code
 - NFPA 10 - Standard for Portable Fire Extinguishers
 - NFPA 11 - Standard for Low-Expansion Foam Systems
 - NFPA 11A - Standard for High- and Medium-Expansion Foam Systems
 - NFPA 12 - Standard for Carbon Dioxide Extinguishing Systems
 - NFPA 13 - Installation of Sprinkler Systems
 - NFPA 30 - Flammable and Combustible Liquids Code
 - NFPA 54 - National Gas Fuel Code
 - NFPA 58 - LP-Gas Code
 - Florida Fire Prevention Code as adopted by the State Fire Marshal –
 - Consult with the Florida State Fire Marshal's office for other frequently used codes.
- Architectural – Extinguishing Systems
 - NFPA 10 - Fire Extinguishers
 - NFPA 13 - Sprinkler
 - NFPA 14 - Standpipe and Hose System

- NFPA 17 - Dry Chemical
- NFPA 20 - Centrifugal Fire Pump
- NFPA 24 - Private Fire Service Mains
- NFPA 200 - Standard on Clean Agent Fire Extinguishing Systems
- Architectural – Detection and Fire Alarm Systems
 - NFPA 70 - Electrical Code
 - NFPA 72 - Standard for the Installation, Maintenance and Use of Local Protective Signaling Systems
 - NFPA 72E - Automatic Fire Detectors
 - NFPA 72G - Installation, Maintenance, and Use of Notification Appliances
 - NFPA 72H -Testing Procedures for Remote Station and Proprietary Systems
 - NFPA 74 - Household Fire Warning Equipment
 - NFPA 75 - Protection of Electronic Computer Equipment
- Architectural – Mechanical Systems
 - NFPA 90A - Air Conditioning and Ventilating Systems
 - NFPA 92A - Smoke Control Systems
 - NFPA 96 - Removal of Smoke and Grease-Laden Vapors from Commercial Cooking Equipment
 - NFPA 204M - Smoke and Heating Venting
- Architectural – Miscellaneous Systems
 - NFPA 45 - Laboratories Using Chemicals
 - NFPA 80 - Fire Doors and Windows
 - NFPA 88A - Parking Structures
 - NFPA 105- Smoke and Draft-control Door Assemblies
 - NFPA 110 - Emergency and Standby Power Systems
 - NFPA 220 - Types of Building Construction
 - NFPA 241 - Safeguard Construction, Alteration, and Operations
 - Rule Chapter 69A-47, F.A.C., Uniform Fire Safety For Elevators
 - Rule Chapter 69A-51, F.A.C., Boiler Safety
- Architectural – Energy Conservation
 - Rule Chapter 60D-4, F.A.C., Rules For Construction and Leasing of State Buildings To Insure Energy Conservation
 - Section 255.255, F.S., Life-Cycle Costs
- Architectural – Elevators
 - Rule Chapter 61C-5, F.A.C., Florida Elevator Safety Code
 - ASME A-17.1, Safety Code for Elevators and Escalators
- Architectural – Floodplain Management Criteria
 - Section 255.25, F.S., Approval Required Prior to Construction or Lease of Buildings
 - Rules of the Federal Emergency Management Agency (FEMA)
- Architectural – Other

- Rule Chapter 64E-6, F.A.C., Standards for On Site Sewage Disposal Systems (Septic Tanks)
- Rule Chapter 62-600, F.A.C., Domestic Wastewater Facilities
- Rule Chapter 62-761, F.A.C., Underground Storage Tank Systems
- American Concrete Institute
- American Institute of Architects - Architect's Handbook of Professional Practice
- American Society for Testing and Materials - ASTM Standards
- Brick Institute of America
- DMS - Standards for Design of State Facilities
- Florida Concrete Products Association
- FDOT – ADA/Accessibility Procedure
- FDOT – Building Code Compliance Procedure
- FDOT – Design Build Procurement and Administration
- LEED (Leadership in Energy and Environmental Design) Green Building Rating System
- National Concrete Masonry Association
- National Electrical Code
- Portland Cement Association - Concrete Masonry Handbook
- United State Green Building Council (USGBC)

Services to be Performed by the DEPARTMENT When appropriate and /or available, the DEPARTMENT will provide project data including:

- Numbers for field books.
- All information that may come to the DEPARTMENT pertaining to future improvements.
- All future information that may come to the DEPARTMENT during the term of MIAMI-DADE COUNTY's Agreement, which in the opinion of the DEPARTMENT is necessary for the prosecution of the work.
- Letters of authorization designating MIAMI-DADE COUNTY as an agent of the DEPARTMENT in accordance with F.S. 337.274.
- Phase reviews of plans and engineering documents.
- Appropriate signatures on application forms.

PROJECT COMMON AND PROJECT GENERAL TASKS

Project Common Tasks

Project Common Tasks, as listed below, are work efforts that are applicable to many project activities, Roadway Analysis through 3D Modeling. These tasks are to be included in the project scope in each applicable activity when the described work is to be performed by MIAMI-DADE COUNTY.

Cost Estimates: MIAMI-DADE COUNTY shall submit a Cost Validation Report to the DEPARTMENT for approval, within ten (10) business days of receiving the winning bid.

The Cost Validation Report will show a list of pay items, quantities for each pay item, unit prices of each pay item, cost of each pay item, and grand total cost that reflects the Proposal Contract Price in Exhibit H -- ISD Form 6, Price Proposal for line item 1a.

Technical Special Provisions: Not applicable to this project

Modified Special Provisions: Not applicable to this project

Field Reviews: Not applicable to this project

Technical Meetings: Not applicable to this project

Quality Assurance/Quality Control: It is the intention of the DEPARTMENT that MIAMI-DADE COUNTY, including their subconsultant(s), are held responsible for their work, including plans review. The purpose of MIAMI-DADE COUNTY plan reviews is to ensure that MIAMI-DADE COUNTY plans follow the plan preparation procedures outlined in the FDOT Design Manual, that state and federal design criteria are followed with the DEPARTMENT concept, and that MIAMI-DADE COUNTY submittals are complete. All subconsultant document submittals shall be submitted by the subconsultant directly to MIAMI-DADE COUNTY for their independent Quality Assurance/Quality Control review and subsequent submittal to the DEPARTMENT.

It is MIAMI-DADE COUNTY'S responsibility to independently and continually QC their plans and other deliverables. MIAMI-DADE COUNTY should regularly communicate with the DEPARTMENT's Project Manager to discuss and resolve issues, and to solicit opinions from those within designated areas of expertise.

MIAMI-DADE COUNTY shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by MIAMI-DADE COUNTY and their subconsultant(s) under this contract.

MIAMI-DADE COUNTY shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other products and services.

Independent Peer Review: Not applicable to this project

Supervision: Not applicable to this project

Coordination: MIAMI-DADE COUNTY shall coordinate with all disciplines of the project to produce a final set of construction documents.

Project General Tasks

Project General Tasks, described below, represent work efforts that are applicable to the PROJECT as a whole and not to any one or more specific project activity. The work described in these tasks shall be performed by MIAMI-DADE COUNTY when included in the PROJECT scope.

Public Involvement (Not applicable to this project)

Community Awareness Plan (Not applicable to this project)

Notifications (Not applicable to this project)

Preparing Mailing Lists (Not applicable to this project)

Median Modification Letters (Not applicable to this project)

Driveway Modification Letters (Not applicable to this project)

Newsletters (Not applicable to this project)

Renderings and Fly-Throughs (Not applicable to this project)

PowerPoint Presentations (Not applicable to this project)

Public Meeting Preparations (Not applicable to this project)

Public Meeting Attendance and Follow-up (Not applicable to this project)

Other Agency Meetings (Not applicable to this project)

Web Site (Not applicable to this project)

Joint Project Agreements (Not applicable to this project)

Specifications Package Preparation (Not applicable to this project)

Contract Maintenance and Project Documentation (Not applicable to this project)

Value Engineering (Multi-Discipline Team) Review (Not applicable to this project)

Prime Consultant Project Manager Meetings (Not applicable to this project)

Plans Update (Not applicable to this project)

Page 24 of 43

*Department Funded Agreement between the Florida Department of Transportation and Miami-Dade County
Financial Project Number # 439984-2-58-01*

Post Design Services (Not applicable to this project)

Digital Delivery (Not applicable to this project)

Risk Assessment Workshop (Not applicable to this project)

Railroad, Transit and/or Airport Coordination (Not applicable to this project)

Aeronautical Evaluation (Not applicable to this project)

Landscape and Existing Vegetation Coordination (Not applicable to this project)

Other Project General Tasks (Not applicable to this project)

ROADWAY ANALYSIS

MIAMI-DADE COUNTY shall analyze and document Roadway Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

Typical Section Package (Not applicable to this project)

Pavement Type Selection Report (Not applicable to this project)

Pavement Design Package (Not applicable to this project)

Cross-Slope Correction (Not applicable to this project)

Horizontal/Vertical Master Design Files

MIAMI-DADE COUNTY shall design the geometrics using the Standard Plans that are most appropriate with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, existing vegetation to be preserved, pedestrian and bicycle concerns, ADA requirements, Safe Mobility For Life Program, access management, PD&E documents and scope of work.

Access Management (Not applicable to this project)

Roundabout Evaluation (Not applicable to this project)

Roundabout Final Design Analysis (Not applicable to this project)

Cross Section Design Files (Not applicable to this project)

Temporary Traffic Control Plan (TTCP) Analysis

MIAMI-DADE COUNTY shall design a safe and effective TTCP to move vehicular and pedestrian traffic during all phases of construction. The design shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations, roadway pavement, drainage structures, ditches, front slopes, back slopes, drop offs within clear zone, transit stops, and traffic monitoring sites. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times. The design shall include construction phasing of roadways to accommodate the construction or relocation of utilities when the contract includes Joint Project Agreements (JPAs).

MIAMI-DADE COUNTY shall investigate the need for temporary traffic signals, temporary highway lighting, detours, diversions, lane shifts, and the use of materials such as sheet piling in the analysis. The Traffic Control Plan shall be prepared by a certified designer who has completed training as required by the DEPARTMENT.

MIAMI-DADE COUNTY shall consider the local impact of any lane closures or alternate routes. When the need to close a road is identified during this analysis, MIAMI-DADE COUNTY shall notify the DEPARTMENT's Project Manager as soon as possible. Proposed road closings must be reviewed and approved by the DEPARTMENT. Diligence shall be used to minimize negative impacts by appropriate specifications, recommendations or plans development. Local impacts to consider will be local events, holidays, peak seasons, detour route deterioration and other eventualities. MIAMI-DADE COUNTY shall be responsible to obtain local authorities' permission for use of detour routes not on state highways.

Master TTCP Design Files

MIAMI-DADE COUNTY shall develop master TTCP files as part of the South Corridor Transit Project showing each phase of the TTCP that incorporates the PROJECT. This includes all work necessary for designing lane configurations, diversions, lane shifts, signing and pavement markings, temporary traffic control devices, and temporary pedestrian ways.

Selective Clearing and Grubbing (Not applicable to this project)

Tree Disposition Plans (Not applicable to this project)

Design Variations and Exceptions (Not applicable to this project)

Design Report (Not applicable to this project)

Quantities

Cost Estimate

MIAMI-DADE COUNTY shall include in Cost Validation Report

Technical Special Provisions and Modified Special Provisions (Not applicable to this project)

Other Roadway Analyses (Not applicable to this project)

Field Reviews (Not applicable to this project)

Monitor Existing Structures (Not applicable to this project)

Technical Meetings (Not applicable to this project)

Quality Assurance/Quality Control

Independent Peer Review (Not applicable to this project)

Supervision (Not applicable to this project)

Coordination

ROADWAY PLANS

MIAMI-DADE COUNTY shall prepare Roadway, TTCP, plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the PROJECT for the purposes of construction.

Key Sheet

Summary of Pay Items Including Quantity Input (Not applicable to this project)

Typical Section Sheets (Not applicable to this project)

Typical Sections

Typical Section Details

General Notes/Pay Item Notes

Summary of Quantities Sheets

Project Layout (Not applicable to this project)

Plan/Profile Sheet (Not applicable to this project)

Profile Sheet (Not applicable to this project)

Plan Sheet

Special Profile (Not applicable to this project)

Back-of-Sidewalk Profile Sheet (Not applicable to this project)

Interchange Layout Sheet (Not applicable to this project)

Ramp Terminal Details (Plan View) (Not applicable to this project)

Intersection Layout Details (Not applicable to this project)

Special Details (Not applicable to this project)

Cross-Section Pattern Sheets (Not applicable to this project)

Roadway Soil Survey Sheets (Not applicable to this project)

Cross Sections (Not applicable to this project)

Temporary Traffic Control Plan Sheets

Temporary Traffic Control Cross Section Sheets

Temporary Traffic Control Detail Sheets

Utility Adjustment Sheets (Not applicable to this project)

Selective Clearing and Grubbing Sheets (Not applicable to this project)

Tree Disposition Plan Sheets (Not applicable to this project)

Project Control Sheets (Not applicable to this project)

Page 28 of 43

*Department Funded Agreement between the Florida Department of Transportation and Miami-Dade County
Financial Project Number # 439984-2-58-01*

Environmental Detail Sheets (Not applicable to this project)

Utility Verification Sheets (SUE Data) (Not applicable to this project)

Quality Assurance/Quality Control

Supervision

DRAINAGE ANALYSIS

MIAMI-DADE COUNTY shall analyze and document Drainage Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

MIAMI-DADE COUNTY shall be responsible for designing a drainage and stormwater management system. All design work shall comply with the requirements of the appropriate regulatory agencies and the DEPARTMENT's Drainage Manual.

MIAMI-DADE COUNTY shall coordinate fully with the appropriate permitting agencies and the DEPARTMENT's staff. All activities and submittals should be coordinated through the DEPARTMENT's Project Manager. The work will include the engineering analyses for any or all of the following:

Drainage Map Hydrology (Not applicable to this project)

Base Clearance Calculations (Not applicable to this project)

Pond Siting Analysis and Report (Not applicable to this project)

Design of Cross Drains (Not applicable to this project)

Design of Ditches (Not applicable to this project)

Design of Stormwater Management Facility (Offsite or Infield Pond) (Not applicable to this project)

Design of Stormwater Management Facility (Roadside Treatment Swales and Linear Ponds) (Not applicable to this project)

Design of Floodplain Compensation (Not applicable to this project)

Design of Storm Drains (Not applicable to this project)

Optional Culvert Material (Not applicable to this project)

French Drain Systems (Not applicable to this project)

Existing French Drain Systems (Not applicable to this project)

Drainage Wells (Not applicable to this project)

Drainage Design Documentation Report (Not applicable to this project)

Bridge Hydraulic Report (Not applicable to this project)

Temporary Drainage Analysis

Evaluate and address drainage to adequately drain the road and maintain existing offsite drainage during all construction phases. Provide documentation.

Cost Estimate (Not applicable to this project)

Technical Special Provisions / Modified Special Provisions (Not applicable to this project)

Hydroplaning Analysis (Not applicable to this project)

Existing Permit Analysis (Not applicable to this project)

Other Drainage Analysis (Not applicable to this project)

Noise Barrier Evaluation (Not applicable to this project)

Field Reviews (Not applicable to this project)

Technical Meetings (Not applicable to this project)

Environmental Look-Around Meetings (Not applicable to this project)

Quality Assurance/Quality Control

Independent Peer Review (Not applicable to this project)

Supervision (Not applicable to this project)

Coordination

DRAINAGE PLANS (Not applicable to this project)

UTILITIES (Not applicable to this project)

ENVIRONMENTAL PERMITS and ENVIRONMENTAL CLEARANCES (Not applicable to this project)

STRUCTURES - SUMMARY AND MISCELLANEOUS TASKS AND DRAWINGS

MIAMI-DADE COUNTY shall analyze, design, and develop contract documents for all structures in accordance with applicable provisions as defined in the section Provisions for Work. Individual tasks identified in Structures Sections are defined in the Staff Hour Estimation Handbook and within the provision defined in Section, Provisions for Work. Contract documents shall display economical solutions for the given conditions.

MIAMI-DADE COUNTY shall provide Design Documentation to the DEPARTMENT with each submittal consisting of structural design calculations and other supporting documentation developed during the development of the plans. The design calculations submitted shall adequately address the complete design of all structural elements. These calculations shall be neatly and logically presented on digital media or, at the DEPARTMENT's request, on 8 ½"x11" paper and all sheets shall be numbered. The final design calculations shall be signed and sealed by a Florida-licensed professional engineer. A cover sheet indexing the contents of the calculations shall be included and the engineer shall sign and seal that sheet.

Key Sheet and Index of Drawings

Project Layout (Not applicable to this project)

General Notes and Bid Item Notes

Miscellaneous Common Details

Incorporate Report of Core Borings (Not applicable to this project)

Standard Plans- Bridges (Not applicable to this project)

Existing Bridge Plans (Not applicable to this project)

Assemble Plan Summary Boxes and Quantities

Cost Estimate

MIAMI-DADE COUNTY shall include in Cost Validation Report

Tech. Special Provisions and Modified Special Provisions (Not applicable to this project)

Field Reviews (Not applicable to this project)

Technical Meetings (Not applicable to this project)

Quality Assurance/Quality Control

Independent Peer Review (Not applicable to this project)

Supervision

Coordination

STRUCTURES - BRIDGE DEVELOPMENT REPORT (Not applicable to this project)

STRUCTURES - TEMPORARY BRIDGE (Not applicable to this project)

STRUCTURES - SHORT SPAN CONCRETE BRIDGE (Not applicable to this project)

STRUCTURES - MEDIUM SPAN CONCRETE BRIDGE (Not applicable to this project)

STRUCTURES - STRUCTURAL STEEL BRIDGE (Not applicable to this project)

STRUCTURES - SEGMENTAL CONCRETE BRIDGE (Not applicable to this project)

STRUCTURES - MOVABLE SPAN (Not applicable to this project)

STRUCTURES - RETAINING WALLS (Not applicable to this project)

STRUCTURES - MISCELLANEOUS

MIAMI-DADE shall prepare plans for Miscellaneous Structure(s) as specified in Structures section.

Concrete Box Culverts (Not applicable to this project)

Concrete Box Culverts (Not applicable to this project)

Concrete Box Culverts Extensions (Not applicable to this project)

Concrete Box Culvert Data Table Plan Sheets (Not applicable to this project)

Concrete Box Culvert Special Details Plan Sheets (Not applicable to this project)

Strain Poles (Not applicable to this project)

Steel Strain Poles (Not applicable to this project)

Concrete Strain Poles (Not applicable to this project)

Strain Pole Data Table Plan Sheets (Not applicable to this project)

Strain Pole Special Details Plan Sheets (Not applicable to this project)

Mast Arms

Mast Arms Data Table Plan Sheets

Mast Arms Special Details Plan Sheets

Overhead/Cantilever Sign Structure (Not applicable to this project)

Cantilever Sign Structures (Not applicable to this project)

Overhead Span Sign Structures (Not applicable to this project)

Special (Long Span) Overhead Sign Structures (Not applicable to this project)

Monotube Overhead Sign Structure (Not applicable to this project)

Bridge Mounted Signs (Attached to Superstructure) (Not applicable to this project)

Overhead/Cantilever Sign Structures Data Table Plan Sheets (Not applicable to this project)

Overhead/Cantilever Sign Structures Special Details Plan Sheets (Not applicable to this project)

High Mast Lighting (Not applicable to this project)

Non-Standard High Mast Lighting Structures (Not applicable to this project)

High Mast Lighting Special Details Plan Sheets (Not applicable to this project)

Noise Barrier Walls (Ground Mount) (Not applicable to this project)

Horizontal Wall Geometry (Not applicable to this project)

Vertical Wall Geometry (Not applicable to this project)

Summary of Quantities – Aesthetic Requirements (Not applicable to this project)

Control Drawings (Not applicable to this project)

Design of Noise Barrier Walls Covered by Standards (Not applicable to this project)

Design of Noise Barrier Walls not Covered by Standards (Not applicable to this project)

Aesthetic Details (Not applicable to this project)

Special Structures (Not applicable to this project)

Fender System (Not applicable to this project)

Fender System Access (Not applicable to this project)

Special Structures (Not applicable to this project)

Other Structures (Not applicable to this project)

Condition Evaluation of Signal and Sign Structures, and High Mast Light Poles (Not applicable to this project)

Condition Evaluation of Signal and Sign Structures, and High Mast Light Poles (No As built or Design Plans Available) (Not applicable to this project)

Analytical Evaluation of Signal and Sign Structures, and High Mast Light Poles (Not applicable to this project)

Ancillary Structures Report (Not applicable to this project)

SIGNING AND PAVEMENT MARKING ANALYSIS

MIAMI-DADE COUNTY shall analyze and document Signing and Pavement Markings Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

Traffic Data Analysis (Not applicable to this project)

No Passing Zone Study (Not applicable to this project)

Reference and Master Design File

MIAMI-DADE COUNTY shall prepare the Signing & Marking Design file to include all necessary design elements and all associated reference files.

Multi-Post Sign Support Calculations (Not applicable to this project)

Sign Panel Design Analysis

Establish sign layout, letter size and series for non-standard signs.

Sign Lighting/Electrical Calculations (Not applicable to this project)

Quantities

Cost Estimate

MIAMI-DADE COUNTY shall include in Cost Validation Report

Technical Special Provisions and Modified Special Provisions (Not applicable to this project)

Other Signing and Pavement Marking Analysis (Not applicable to this project)

Field Reviews (Not applicable to this project)

Technical Meetings (Not applicable to this project)

Quality Assurance/Quality Control

Independent Peer Review (Not applicable to this project)

Supervision (Not applicable to this project)

Coordination

SIGNING AND PAVEMENT MARKING PLANS

MIAMI-DADE COUNTY shall prepare a set of Signing and Pavement Marking Plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums that includes the following.

Page 35 of 43

*Department Funded Agreement between the Florida Department of Transportation and Miami-Dade County
Financial Project Number # 439984-2-58-01*

Key Sheet

Summary of Pay Items Including Quantity Input (Not applicable to this project)

Tabulation of Quantities

General Notes/Pay Item Notes

Project Layout (Not applicable to this project)

Plan Sheet

Typical Details

Guide Sign Work Sheet(s)

Traffic Monitoring Site (Not applicable to this project)

Cross Sections (Not applicable to this project)

Special Service Point Details (Not applicable to this project)

Special Details (Not applicable to this project)

Interim Standards (Not applicable to this project)

Quality Assurance/Quality Control

MIAMI-DADE COUNTY shall be responsible for the professional quality, technical accuracy and coordination of traffic design drawings, specifications and other services furnished by MIAMI-DADE COUNTY under this contract.

Supervision

SIGNALIZATION ANALYSIS

MIAMI-DADE COUNTY shall analyze and document Signalization Analysis Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

Traffic Data Collection (Not applicable to this project)

Traffic Data Analysis (Not applicable to this project)

Signal Warrant Study (Not applicable to this project)

Systems Timings (Not applicable to this project)

Reference and Master Signalization Design File

MIAMI-DADE COUNTY shall prepare the Signalization Design file to include all necessary design elements and all associated reference files.

Reference and Master Interconnect Communication Design File

MIAMI-DADE COUNTY shall prepare the Interconnect Communication Design file to include all necessary design elements and all associated reference files.

Overhead Street Name Sign Design (Not applicable to this project)

Pole Elevation Analysis

Traffic Signal Operation Report (Not applicable to this project)

Quantities

Cost Estimate

MIAMI-DADE COUNTY shall include in Cost Validation Report

Technical Special Provisions and Modified Special Provisions

Other Signalization Analysis (Not applicable to this project)

Field Reviews (Not applicable to this project)

Technical Meetings

Quality Assurance/Quality Control

MIAMI-DADE COUNTY shall be responsible for the professional quality, technical accuracy and coordination of traffic design drawings, specifications and other services furnished by MIAMI-DADE COUNTY under this contract.

Independent Peer Review (Not applicable to this project)

Page 37 of 43

*Department Funded Agreement between the Florida Department of Transportation and Miami-Dade County
Financial Project Number # 439984-2-58-01*

Supervision (Not applicable to this project)

Coordination

SIGNALIZATION PLANS

MIAMI-DADE COUNTY shall prepare a set of Signalization Plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums, which includes the following:

Key Sheet

Summary of Pay Items Including Designer Interface Quantity Input (Not applicable to this project)

Tabulation of Quantities

General Notes/Pay Item Notes

Plan Sheet

Interconnect Plans

Traffic Monitoring Site (Not applicable to this project)

Guide Sign Worksheet (Not applicable to this project)

Special Details

Special Service Point Details

Mast Arm/Monotube Tabulation Sheet

Strain Pole Schedule (Not applicable to this project)

TTCP Signal (Temporary)

Temporary Detection Sheet

Utility Conflict Sheet (Not applicable to this project)

Interim Standards (Not applicable to this project)

Page 38 of 43

*Department Funded Agreement between the Florida Department of Transportation and Miami-Dade County
Financial Project Number # 439984-2-58-01*

Quality Assurance/Quality Control

MIAMI-DADE COUNTY shall be responsible for the professional quality, technical accuracy and coordination of traffic design drawings, specifications and other services furnished by MIAMI-DADE COUNTY under this contract.

Supervision

LIGHTING ANALYSIS (Not applicable to this project)

LIGHTING PLANS (Not applicable to this project)

LANDSCAPE ANALYSIS (Not applicable to this project)

LANDSCAPE PLANS (Not applicable to this project)

SURVEY (Not applicable to this project)

PHOTOGRAMMETRY (Not applicable to this project)

MAPPING (Not applicable to this project)

TERRESTRIAL MOBILE LiDAR (Not applicable to this project)

ARCHITECTURE DEVELOPMENT (Not applicable to this project)

NOISE BARRIERS IMPACT DESIGN ASSESSMENT IN THE DESIGN PHASE (Not applicable to this project)

INTELLIGENT TRANSPORTATION SYSTEMS ANALYSIS (Not applicable to this project)

INTELLIGENT TRANSPORTATION SYSTEMS PLANS (Not applicable to this project)

GEOTECHNICAL (Not applicable to this project)

3D MODELING (Not applicable to this project)

PROJECT REQUIREMENTS

Liaison Office

The DEPARTMENT and MIAMI-DADE COUNTY will designate a Liaison Office and a Project Manager who shall be the representative of their respective organizations for the PROJECT. While it is expected MIAMI-DADE COUNTY shall seek and receive advice from various state, regional, and local agencies, the final direction on all matters of this project remain with the DEPARTMENT Project Manager.

Key Personnel

MIAMI-DADE COUNTY's work shall be performed and directed by the key personnel identified by MIAMI-DADE COUNTY. Any changes in the indicated personnel shall be provided to the DEPARTMENT within two (2) business days of the change.

Progress Reporting

MIAMI-DADE COUNTY shall meet with the DEPARTMENT as required and shall provide a written monthly progress report with approved schedule that describe the work performed on each task. The report will include assessing project risk through monthly documentation of identifying and updating the risk category and approach for monitoring those tasks. Invoices shall be submitted after the DEPARTMENT approves the monthly progress report. The Project Manager will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

Correspondence

Copies of all written correspondence between MIAMI-DADE COUNTY and any party pertaining specifically to this contract shall be provided to the DEPARTMENT for their records within one (1) week of the receipt or mailing of said correspondence.

Professional Endorsement

MIAMI-DADE COUNTY shall have a Licensed Professional Engineer in the State of Florida sign and seal all reports, documents, Technical Special Provisions and Modified Special Provisions, and plans as required by DEPARTMENT standards.

Computer Automation

The PROJECT will be developed utilizing Computer Aided Drafting and Design (CADD) systems. The DEPARTMENT makes available software to help assure quality and conformance with policy and procedures regarding CADD. It is the responsibility of MIAMI-DADE COUNTY to meet the requirements in the FDOT CADD Manual. MIAMI-DADE COUNTY shall submit final documents and files as described therein.

Coordination with Other Consultants

MIAMI-DADE COUNTY is to coordinate the work with any and all adjacent and integral consultants so as to effect complete and homogenous plans and specifications for the project(s) described herein.

Optional Services

At the DEPARTMENT's option, MIAMI-DADE COUNTY may be requested to provide optional services. The fee for these services shall be negotiated in accordance with the terms detailed in Exhibit B, Method of Compensation, for a fair, competitive and reasonable cost, considering the scope and complexity of the project(s). Additional services may be authorized by Letter of Authorization or supplemental amendment in accordance with paragraph 2.00 of the Standard Consultant Agreement.

INVOICING LIMITS

Payment for the work accomplished shall be in accordance with Method of Compensation of this contract. Invoices shall be submitted to the DEPARTMENT, in a format prescribed by the DEPARTMENT. The DEPARTMENT Project Manager and MIAMI-DADE COUNTY shall monitor the cumulative invoiced billings to ensure the reasonableness of the billings compared to the PROJECT schedule and the work accomplished and accepted by the DEPARTMENT.

MIAMI-DADE COUNTY shall provide a list of key events and the associated total percentage of work considered to be complete at each event. This list shall be used to control invoicing. Payments will not be made that exceed the percentage of work for any event until those events have actually occurred and the results are acceptable to the DEPARTMENT.

PROJECT Limits: SR 5 / US 1/ South Dixie Highway as Howard Drive/SW 136 Street from (MP 17.387) to (MP 17.389, Miami-Dade County)

FDOT Financial Project Number: 439984-2-52-01

County: Miami-Dade

FDOT Project Manager: Nilia Cartaya, 305-640-7557

COUNTY Project Manager: Alex Gorgas, 786-469-5259

EXHIBIT "B"

FINANCIAL SUMMARY

Estimated PROJECT costs and deliverables for reimbursement are below-listed:

Deliverables to be submitted with invoices (if applicable):
Project Schedule
Phase Submittal Construction Plans – According to South Corridor Transit project submittal schedule. All phases to be shown in schedule including Final digitally signed and sealed plans.
Final As-Built Plans
Contractor's/Engineer's Progress Reports and Invoices
Cost Validation Report
Copies of Meeting Agendas, Meeting Minutes, Meeting Documents, and Post Meeting Follow-ups
Final Acceptance Notification from FDOT and Miami-Dade County (Final Invoice Requirement)

Total PROJECT Cost Estimate: \$319,802.00

EXHIBIT "C"

RESOLUTION

To be herein incorporated once approved by the COUNTY Commission