

MEMORANDUM

Agenda Item No. 11(A)(2)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: January 20, 2021

FROM: Geri Bonzon-Keenan
Successor County Attorney

SUBJECT: Resolution directing the County Mayor to coordinate with the Miami-Dade Transportation Planning Organization, in consultation with the Federal Transit Administration and the Florida Department of Transportation, to examine the feasibility of developing a plan to implement appropriate improvements to the intersections along the South Dade Transitway to mitigate any deterioration in traffic operation conditions at said intersections occurring after the service implementation and stabilization of the South Corridor Bus Rapid Transit project, and to provide status reports

This substitute item No. 2 differs from the original item in that it eliminates the directive to examine the feasibility of implementing elevated bridges and toll lanes within the South Dade Transitway and instead directs the County Mayor or County Mayor's designee to coordinate with the Transportation Planning Organization to examine the feasibility of developing a plan to implement appropriate improvements to all the intersections along the South Dade Transitway to mitigate any deterioration in traffic operation conditions at said intersections occurring after the service implementation and stabilization of the South Corridor Bus Rapid Transit project, attaches a Memorandum of Understanding between the Florida Department of Transportation and the County regarding the framework for mitigating deterioration in traffic operation conditions impacting the state-owned roads crossing the South Dade Transitway and directs that this agreement be considered as part of the feasibility study, requires periodic status reports until the feasibility study is complete, and makes conforming changes to the title.

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Raquel A. Regalado and Co-Sponsor Commissioner Sally A. Heyman.



Geri Bonzon-Keenan
Successor County Attorney


GBK/smm



MEMORANDUM
(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: January 20, 2021

FROM: 
Gen Bonzon-Keenan
Successor County Attorney

SUBJECT: Agenda Item No. 11(A)(2)

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. 11(A)(2)
1-20-21

RESOLUTION NO. _____

RESOLUTION DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO COORDINATE WITH THE MIAMI-DADE TRANSPORTATION PLANNING ORGANIZATION, IN CONSULTATION WITH THE FEDERAL TRANSIT ADMINISTRATION AND THE FLORIDA DEPARTMENT OF TRANSPORTATION, TO EXAMINE THE FEASIBILITY OF DEVELOPING A PLAN TO IMPLEMENT APPROPRIATE IMPROVEMENTS TO THE INTERSECTIONS ALONG THE SOUTH DADE TRANSITWAY TO MITIGATE ANY DETERIORATION IN TRAFFIC OPERATION CONDITIONS AT SAID INTERSECTIONS OCCURRING AFTER THE SERVICE IMPLEMENTATION AND STABILIZATION OF THE SOUTH CORRIDOR BUS RAPID TRANSIT PROJECT, AND TO PROVIDE STATUS REPORTS

WHEREAS, on August 30, 2018, the Miami-Dade Transportation Planning Organization (“TPO”) adopted Resolution #31-18, which selected Bus Rapid Transit (“BRT”) as the locally preferred alternative for the South Dade Transitway Corridor of the Strategic Miami Area Rapid Transit (“SMART”) Plan and further directed the TPO Executive Director to take any and all necessary steps and actions in order to accomplish the conversion of the South Dade Transitway from BRT to at-grade Metrorail upon reaching an average weekday ridership of 35,000 daily trips on the South Dade Transitway; and

WHEREAS, on February 10, 2020, the Federal Transit Administration (“FTA”) released its Annual Report on Funding Recommendations, wherein the South Corridor BRT Small Starts project received a rating of “High”; and

WHEREAS, on May 29, 2020, the United States Department of Transportation announced that the South Corridor BRT Small Starts project was selected to receive \$99,999,999.00 for a construction grant agreement with the FTA; and

WHEREAS, on August 31, 2020, this Board approved Resolution No. R-831-20 retroactively authorizing the County Mayor or County Mayor’s designee to apply for the FTA grant agreement for the South Corridor BRT Small Starts project in order to receive the \$99,999,999.00 in grant funding; and

WHEREAS, on August 31, 2020, this Board also adopted Resolution No. R-878-20, directing the County Mayor or County Mayor’s designee to prepare a report explaining the measures that have been taken to ensure the convertibility of the South Dade Transitway Corridor BRT system to at-grade Metrorail; and

WHEREAS, on September 3, 2020, this Board adopted Resolution No. R-890-20, approving the award of a design-build services agreement for Contract No. CIP155-DTPW19-DB, Project No. DB19-DTPW-01 entitled “Design-Build Services for the South Corridor (South Dade Transitway) Rapid Transit Project,” to OHL USA, Inc., in the total contract amount of \$368,233,493.42, the scope of which includes implementing signal preemption and crossing gates at 45 intersections along the South Dade Transitway Corridor; and

WHEREAS, the report required by Resolution No. R-878-20, stated that the requirements for the South Corridor BRT project were established to ensure that the final design provided by OHL USA does not preclude the future conversion of the stations from BRT to at-grade Metrorail; and

>>WHEREAS, the Florida Department of Transportation (“FDOT”) has budgeted and committed funds not to exceed \$100,000,000 in New Starts Transit Program funding for the design and construction of the South Corridor BRT project; and

WHEREAS, the FDOT New Starts grant funding process included the execution of a Memorandum of Understanding (the “FDOT MOU”), attached hereto and incorporated herein by reference, between the County and FDOT for the South Corridor BRT project; and

WHEREAS, section 2.1.1 of the FDOT MOU provides that FDOT will conduct a traffic analysis of the entire 20-mile corridor (the “FDOT traffic analysis”) to program and plan for traffic operations and the future impact of the South Corridor BRT project on the state-owned roads crossing the South Dade Transitway; and

WHEREAS, the FDOT traffic analysis can be used to set the baseline of the presently existing traffic operation conditions along the South Dade Transitway prior to the implementation of the South Corridor BRT project; and

WHEREAS, among other provisions, section 2.2.4 of the FDOT MOU provides a framework for the County to address and mitigate any sustained or worsened deterioration in traffic operation conditions impacting the state-owned roads crossing the South Dade Transitway and occurring after the service implementation and stabilization of the South Corridor BRT project; and

WHEREAS, the mitigation efforts contemplated by the FDOT MOU should be expanded to all intersections along the South Dade Transitway, not just those involving state-owned roads; and

WHEREAS, establishing a baseline of the traffic conditions at each of the intersections along the South Dade Transitway prior to the implementation of the South Corridor BRT project could be used to identify the threshold level of sustained or worsened deterioration in traffic operation conditions which would in turn trigger certain appropriate intersection improvements intended to mitigate and improve said deteriorated traffic conditions; and

WHEREAS, one such intersection improvement could include, where feasible, adding a lane to the intersection(s) by acquiring the right-of-way which in some areas might then facilitate using the cut and cover construction method which potentially allows County buses to operate with minimal impacts to the flow of traffic; and

WHEREAS, the cut and cover construction method involves using excavation equipment to dig a trench in the ground which is then covered by a concrete deck allowing the surface activities to largely resume as construction work continues below; and

WHEREAS, the long-term effectiveness of the South Dade BRT project and of the traffic operations in the surrounding cross streets would benefit greatly by establishing a plan for the future implementation of all of the intersection improvements to mitigate any future impact on traffic conditions, and ensure residents who live and use county roads are afforded the same protections as those who live and use state roads crossing the South Dade Transitway,<<¹

~~[[WHEREAS, while it is expected that the implementation of signal preemption along the South Dade Transitway will result in the improvement of travel time within the corridor, signal preemption may interrupt the regular signal operation at the intersections and may cause extra traffic delay to the general traffic lanes which already experience significant traffic congestion; and~~

~~WHEREAS, it is in the best interest of the County to explore alternative enhancements to the South Dade Transitway, such as elevated bridges at the intersections in lieu of signal preemption, which would provide the uninterrupted flow of traffic within and outside of the South Dade Transitway; and~~

¹ The differences between the substitute and the original item are indicated as follows: Words stricken through and/or [[double bracketed]] shall be deleted, words underscored and/or >>double arrowed<< are added.

~~WHEREAS, elevated bridges at the intersections along the South Dade Transitway may also make the future conversion of BRT to at-grade Metrorail more feasible; and~~

~~WHEREAS, the new County administration should also examine the feasibility of incorporating toll lanes within the South Dade Transitway; and~~

~~WHEREAS, toll lanes within the South Dade Transitway may also reduce the significant traffic congestion experienced in south Miami Dade along and around the South Dade Transitway; and~~

~~WHEREAS, the toll lanes could also provide a dedicated funding source for, and increase the financial feasibility of, the future conversion of BRT to at-grade Metrorail,]]~~

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Directs the County Mayor or County Mayor's designee >>to coordinate with the TPO<<, in consultation with the FTA and >>FDOT<< [[~~the Florida Department of Transportation~~]], to examine the feasibility of >>developing a plan to implement appropriate improvements to all the intersections along the South Dade Transitway to mitigate any deterioration in traffic operation conditions at said intersections occurring after the service implementation and stabilization of the South Corridor BRT project. The feasibility study should at a minimum (1) consider the FDOT traffic analysis in order to establish a baseline of the traffic conditions at each of the intersections along the South Dade Transitway prior to the implementation of the South Corridor BRT project; (2) consider the traffic mitigation framework provided in the FDOT MOU to identify what would be the threshold level of sustained or worsened deterioration in traffic operation conditions experienced at the intersections along the South Dade Transitway that would trigger certain appropriate intersection improvements intended to mitigate

and improve said deteriorated traffic conditions; (3) recommend appropriate intersection improvements which could include, but not be limited to, acquiring the right-of-way, adding lanes at the intersections and possibly utilizing the cut and cover construction method in order to allow County buses and any future potential at-grade Metrorail trains to operate with potentially minimal impacts to the flow of traffic; (4) determine the costs of implementing the recommended intersection improvements, and the availability of federal and state funding for said projects; and (5) determinate what infrastructure, such as additional right-of-way, is necessary and available in order to implement the intersection improvements.<< ~~[[(1) implementing elevated bridges at the intersections along the South Dade Transitway in lieu of signal preemption in order to provide uninterrupted traffic flow within and outside of the South Dade Transitway, and (2) to the extent legally permissible, adding toll lanes to the South Dade Transitway, while maintaining the dedicated bus lanes, in order to use the proceeds from the toll lanes to fund the future conversion of BRT to at grade Metrorail. The feasibility study should, at a minimum, include (1) the determination of the costs of implementing the elevated bridges and the tolls lanes, and the availability of federal and state funding for said projects; (2) whether it would be more feasible to elevate the South Dade Transitway at its cross intersections or instead to elevate the cross streets at the intersections with the South Dade Transitway; (3) the determination of what infrastructure would be needed in order to add toll lanes while maintaining the dedicated bus lanes, such as whether additional right of way is necessary and available in order to increase capacity; (4) the examination of what changes need to be made and the financial implications of same to the existing design build contract for the South Corridor BRT project; and (5) the determination, in consultation with the County Attorney's Office, of whether the County has the legal authority to implement the toll lanes, including whether state legislative authority is necessary.]]~~ Additionally,

>>and because these would be post-BRT operation improvements to the South Dade Transitway, the County Mayor or County Mayor’s designee should ensure that<< any recommendations resulting from the feasibility study should not negatively impact the eligibility to receive and expend the \$99,999,999.00 in grant funding from the FTA for the South Corridor BRT Small Starts project, as well as any state grant funding for this project.

Section 2. Directs the County Mayor or County Mayor’s designee to ~~[[place a report regarding the actions referenced in section 1 above within 60 days of the effective date of this resolution on an agenda of the Board in accordance with Ordinance No. 14-65.]]~~ >>prepare and place on an agenda of the Board in accordance with Ordinance No. 14-65 status reports regarding the actions referenced in section 1 above every 45 days until such time that the feasibility study referenced in section 1 above is complete.<<

The Prime Sponsor of the foregoing resolution is Commissioner Raquel A. Regalado and the Co-Sponsor is Commissioner Sally A. Heyman. It 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:

- | | |
|----------------------|---------------------------------------|
| | Jose “Pepe” Diaz, Chairman |
| | Oliver G. Gilbert, III, Vice-Chairman |
| Sen. René García | Keon Hardemon |
| Sally A. Heyman | Danielle Cohen Higgins |
| Eileen Higgins | Joe A. Martinez |
| Kionne L. McGhee | Jean Monestime |
| Raquel A. Regalado | Rebeca Sosa |
| Sen. Javier D. Souto | |

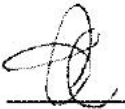
The Chairperson thereupon declared this resolution duly passed and adopted this 20th day of January, 2021. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override 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.



Annery Pulgar Alfonso
Bruce Libhaber

MEMORANDUM OF UNDERSTANDING
Between
STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, DISTRICT SIX
And
MIAMI-DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA
For
THE SOUTH CORRIDOR (SOUTH-DADE TRANSITWAY) RAPID TRANSIT
PROJECT

THIS MEMORANDUM OF UNDERSTANDING, hereinafter called the “MOU”, entered into this 25th day of October, 2019, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT SIX, a component agency of the State of Florida, hereinafter referred to as “FDOT”, and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, acting by and through the Department of Transportation and Public Works, hereinafter referred to as the “COUNTY”, collectively referred to as the “PARTIES.”

PART 1 - RECITALS:

WHEREAS, the PARTIES acknowledge that the South Corridor (South-Dade Transitway) Rapid Transit Project, hereinafter referred to as “the Project”, will be an important public transportation facility for the general public; and

WHEREAS, the South Corridor (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; and

WHEREAS, the Bus Rapid Transit (BRT) alternative was selected as the Locally Preferred Alternative (“LPA”) by the Transportation Planning Organization (hereinafter referred to as the “TPO”) by Resolution No. 31-18, dated August 30, 2018, attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, TPO adopted the amendment of the Transportation Improvement Program and 2040 Long Range Transportation Plan to program \$100,000,000 local funds for the Project by Resolution No. 32-18, dated August 30, 2018, attached hereto as Exhibit “B”; and

WHEREAS, the Project entered into the Federal Transit Administration (FTA) Capital Investment Grant (CIG) Program Small Starts Project Development phase on October 26, 2018; and

WHEREAS, FDOT budgeted and has committed funds not to exceed \$100,000,000 New Starts Transit Program (NSTP) funding in State Fiscal Year 2020 to fund the design and construction of the Project. FDOT may fund up to 50% of the nonfederal share of the total Project cost, not to exceed \$100,000,000 and

WHEREAS, FDOT wishes to participate in funding of the Project with the understanding that the County shall be responsible for ensuring the proper project management, execution, administration and financial management of all phases of the Project, and that FDOT's responsibilities are limited to the terms outlined herein; and

WHEREAS, FDOT wishes to ensure consistency of traffic operations and safety on state-owned roads impacted by the Project; and

WHEREAS, the County submitted the Small Starts application for \$99,999,999 for the planning, design, and construction of the Project on August 23, 2019; and

WHEREAS, the Project is to be developed within the existing public right-of-way of both the County and FDOT defined by the existing South Dade Transitway corridor between the Dadeland South Metrorail Station and SW 344th Street in Florida City and will include fourteen (14) new Bus Rapid Transit (BRT) stations at existing station locations and two terminals – one at SW 344th St Park-and-Ride and one at Dadeland South Metrorail station, and a new parking garage at SW 168th Street, milling and resurfacing along sections of the 20-mile corridor, reconstruction of approximately forty-five (45) intersections with the implementation of new signalization with preemption, rail-like traffic control devices, and Intelligent Transportation Systems; and

WHEREAS, the COUNTY is currently in the process of developing the Design Criteria Package, and procuring a Design-Build Firm, for the development of the Project; and

WHEREAS, a “working committee” will be established, to include an even number of members of DTPW and FDOT District 6, to meet on a regular basis during the Design-Build phase of the Project to review and approve changes to the Concept of Operations. Subsequent to operational start-up, the “working committee” will meet to resolve operational issues.

WHEREAS, at FDOT's request, the COUNTY has included and made a part of the Project's Design Criteria Package, a segment of FDOT's construction project FM 429341-2-52-01 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, which involve state-owned roads immediately adjacent to the Project; and

WHEREAS, the COUNTY and FDOT will enter into separate agreements for the (1) State funds in the amount up to 50% of the nonfederal share of the total Project cost, not to exceed \$100,000,000, and (2) additional cost of implementing a segment of FM 429341-2-52-01 Safety Improvement Project (Quail Roost Drive) programmed as FM 429341-7-58-01, and the entirety of FM 439984-1-52-01 Safety Improvement Project (SW 136 Street) programmed as FM 439984-2-58-01, once bids are received; and

WHEREAS, the COUNTY agrees to obtain from FDOT all necessary approvals for all phases and components of the design and construction of the Project, and to ensure the Project

meets FDOT design and construction standards at all state-owned roads crossing and immediately adjacent to the Project; and

WHEREAS, upon receipt by the COUNTY of all such required approvals from FDOT and all other agencies having jurisdiction over this project, the COUNTY agrees to complete the design, construction and testing of the Project through a design-build process; and

WHEREAS, in order to ensure the acceptable level of traffic operation conditions, FDOT and the County agree to use a Memorandum of Understanding to formalize the collaboration between FDOT and the County on improvement of traffic operations for state-owned roads crossing and immediately adjacent to the Project through separate projects as appropriate in accordance with FDOT's role as the roadway owner of the state-owed roads;

WHEREAS, the PARTIES hereto mutually recognize the need for entering into a MOU designating and setting forth the responsibilities of each PARTY with respect to the Project; and

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

PART 2 - ASSIGNMENTS AND ASSUMPTIONS OF RESPONSIBILITY

2.1 Assignments and Assumptions of FDOT D6 Responsibilities.

- 2.1.1 FDOT will conduct its own traffic analysis of the Project's entire 20-mile corridor to program/plan for traffic operations and the impact to state-owned roads crossing and immediately adjacent to the Project.
- 2.1.2 FDOT will inform the COUNTY of the results of the traffic analysis in the form of a Traffic Analysis Report, and coordinate mitigation efforts at the intersections that impact state-owned roads crossing and immediately adjacent to the Project that shows traffic operation deterioration.
- 2.1.3 During the Step 2- Evaluation of Technical and Price Proposal of the Project, FDOT will review any and all Alternative Technical Concepts (ATC) concurrently during the COUNTY review period to confirm the ATC does or does not impact state-owned roads crossing and immediately adjacent to the Project.
- 2.1.4 During the ATC negotiation meetings, FDOT has the right to request additional information and/or clarification of design intent, and reject any ATC that may negatively impact state-owned roads crossing and immediately adjacent to the Project.
- 2.1.5 During the design phase of the Project, FDOT shall perform the following:
 - i. Review all design elements that affect the physical configuration of the state-owned roads crossing and immediately adjacent to the Project.
 - ii. Submit comments for all the design phase reviews in a review period concurrent and equivalent in length of time with the COUNTY's review utilizing an online electronic review system deemed suitable for the Project by the Department of Transportation and Public Works (DTPW) online review system.

- a. The comments will be entered into DTPW online review system by one designated FDOT personnel.
 - b. FDOT will assigned one (1) designated person and two (2) alternates to have access to DTPW online review system.
- 2.1.6 During the construction phase of the Project, FDOT involvement will be the following:
- i. Designate departmental personnel to attend any Construction engineering and inspection (CEI) coordination meeting and be entitled to fully participate. The designated departmental personnel will be given five (5) business days from date of coordination meeting to approve/reject decisions that impact state-owned roads crossing and immediately adjacent to the Project.
 - ii. Review any construction elements, including shop drawings and Request for Information (RFI), that affect the physical configuration of the state-owned roads crossing and immediately adjacent to the Project within five (5) business days of receipt.
 - iii. Approve the design and provide acceptance for FDOT's ITS Infrastructure.
 - iv. The FDOT projects listed below are expected to have started construction or will start construction during the Project construction timeline. FDOT will inform the COUNTY when the FDOT contractor is issued the notice to proceed with construction. To the extent there are any conflicts during construction between these FDOT projects and the Project, conflicts shall be resolved in favor of the FDOT projects' needs.
 - a. FM 405575-6-52-01: SR 998/SW 312th St./Campbell Drive from Krome Ave. to US 1
 - b. FM 439913-1-52-01: SR 5/US 1 at SW 112th Ave.
 - c. FM 439986-1-52-01: SR 5/US 1 from Bailes Road to SW 214th St.
 - v. In the event there is a FDOT maintenance and/or push-button project required for safety improvements, FDOT will inform the COUNTY when the FDOT contractor is issued the notice to proceed with construction and any conflicts shall be resolved in favor of the FDOT projects' need.
- 2.1.7 During the post-construction phase of the Project, FDOT involvement will be the following:
- i. Inform the COUNTY of any citizen and/or local agency complaints of negative impacts on traffic associated with the Project within five (5) business days.
 - ii. Review and provide comments to the post-construction assessment study/evaluation to be completed by the COUNTY within ten (10) business days of submittal from the COUNTY.
 - iii. Perform Final Acceptance of the FDOT projects:
 - a. FM 429341-2-52-01 (Segment defined in Part 1 Recitals) Safety Improvement Project (Quail Roost Drive)
 - b. FM 439984-1-52-01 (Segment defined in Part 1 Recitals) Safety Improvement Project (SW 136 Street)
 - iv. Agrees to review the post-construction status reports submitted by the COUNTY.

2.1.8 FDOT shall not be responsible for maintaining and repairing the temporary and permanent improvements comprising the Project, at all times (during procurement, construction, and post-construction), or for any personal injury and property damage attributable to the Project in any way, including but not limited to its design, construction, management or administration. Further, FDOT shall not be responsible for any additional cost or delays caused by changes to the Project's design or plans, including changes needed to meet FDOT standards and design requirements.

2.2 Assignment and Assumption of COUNTY Responsibilities.

2.2.1 During the Step 2- Evaluation of Technical and Price Proposal of the Project, the COUNTY will do the following:

- i. Invite FDOT to all ATC meetings, including review meetings and coordinate the participation of FDOT designated representatives in all ATC negotiation meetings, for ATCs that impact stated-owned roadways crossing and immediately adjacent to the Project.
- ii. Allow sufficient time for set-up and confirm all designated FDOT personnel are trained and has proper access to the DTPW online review system.

2.2.2 During the design phase of the Project, the COUNTY will do the following:

- i. Thirty (30) days prior to the commencement of work on the Project, the COUNTY shall submit to FDOT a Reporting Plan for FDOT approval. The Reporting Plan shall at a minimum include the methodology, data sources, traffic operational performance measures, logical reporting segments, and reporting tool to be utilized in the Status Reports. Based on the approved Reporting Plan, the COUNTY shall prepare a baseline assessment (pre-construction) of the reporting statistics that will serve as a baseline for comparison of traffic operations performance measures during the post-construction phase of the Project.
- ii. Submit all plan components to FDOT for review to be completed concurrently and equivalent in length of time with the COUNTY's review.
- iii. Confirm all plan phase review comments from FDOT are received and addressed properly in DTPW online review system.
- iv. Meet with FDOT to resolve any comments that results in 'DISAGREE/REJECT' or requires follow-up discussion within five (5) business days of the comment due date set by the COUNTY.
- v. Submit to FDOT a Quick Clearance of Traffic Incidents Procedures and Policies that will be implemented post-construction within the project limits and within US-1 in the vicinity of grade crossings.
- vi. The COUNTY is required that the Project design meets all FDOT design standards, guidelines, and criteria for state-owned roads crossing and immediately adjacent to the Project.
- vii. Require its designer to submit a maintenance of traffic ("MOT") plan with the Project's plans and specifications for FDOT's review and approval for state-owned roads crossing and immediately adjacent to the Project, as specified in Section 3.1 below.

- 2.2.3 During the construction phase of the Project, the COUNTY will do the following:
- i. Prior to commencement of construction, submit a tentative construction schedule and all subsequent updates to FDOT.
 - ii. Conduct all of the community outreach and public notifications required for the project.
 - iii. Invite FDOT to all CE&I coordination meetings as well as system acceptance tests of ITS replacement infrastructure (e.g., CCTV cameras, vehicle detectors, fiber optic communications) owned and operated by FDOT.
 - iv. Allow five (5) business days, from the CE&I coordination meeting date, for FDOT to approve/reject construction decisions that will impact state-owned roads crossing and immediately adjacent to the Project.
 - v. Submit to FDOT shop drawings and RFIs that affect the physical configuration of the stated-owned roads crossing and immediately adjacent to the Project.
 - vi. Allow five (5) business, upon receipt, for FDOT to review shop drawings and RFIs that affect the physical configuration of the stated-owned roads crossing and immediately adjacent to the Project.
 - vii. Be responsible for the design, relocation, installation, testing of FDOT's ITS Infrastructure per the plans and documentation reviewed and approved by FDOT.
 - viii. Obtain approval from FDOT for all replacements prior to commencement of work activity.
 - ix. Replace existing FDOT ITS infrastructure (e.g., CCTV cameras, vehicle detectors, fiber optic communications), impacted by the construction, to provide equal quality, coverage and reliability of service.
 - x. At a minimum maintain 98% availability for all existing ITS infrastructure, for fiber optics communications 99% availability.
 - xi. A Maintenance of Communications plan shall be developed by the County and approved by FDOT prior to commencement of construction to ensure that communications shall be provided/maintained during the entire construction duration of the Project.
 - xii. Provide corrective and emergency maintenance repairs of ITS infrastructure (e.g., CCTV cameras, vehicle detectors) within 24 hours, fiber optic communications within 6 hours. All fiber optic permanent repairs shall consist of installation of new fiber optic cable from/to existing splice vaults. Introduction of new fiber splices shall not be allowed.
 - xiii. Conduct final inspection and acceptance of all Project improvements. However, prior to final acceptance, the COUNTY will consult with FDOT to ensure that the FDOT ITS infrastructure have been adequately installed, tested and determined to be fully operational. The COUNTY will request written approval from the FDOT that all of the FDOT ITS infrastructure have been constructed and indicate FDOT's acceptance of these improvements.
 - xiv. The FDOT projects listed below are expected to have started construction or will start construction during the Project construction. The COUNTY will coordinate

scheduled construction activities within 1-mile of the FDOT project limits fourteen (14) business days prior to commencing construction. To the extent there are any conflicts during construction between these FDOT projects and the Project, conflicts shall be resolved accomodating any of the FDOT's project that crosses and are immediately adjacent to the Project.

- a. FM 405575-6-52-01: SR 998/SW 312th St./Campbell Drive from Krome Ave. to US 1
- b. FM 439913-1-52-01: SR 5/US 1 at SW 112th Ave.
- c. FM 439986-1-52-01: SR 5/US 1 from Bailes Road to SW 214th St.
- xv. Monitor and mitigate traffic operation impacts to state-owned roads crossing and immediately adjacent to the Project during construction.
- xvi. Report all complaints the COUNTY receives to FDOT, and include a response on how the COUNTY will proceed to mitigate/resolve the complaint.
- xvii. In the event FDOT informs the COUNTY of a citizen and/or other complaints of negative impacts on traffic associated with the construction of the Project, the COUNTY will respond to FDOT within five (5) business days on how the COUNTY will proceed to mitigate/resolve the complaint.

2.2.4 During the post-construction phase of the Project, the COUNTY will do the following:

- i. Monitor traffic operations at state-owned roads crossing and immediately adjacent to the Project.
- ii. Provide a status report of the traffic operations every three (3) months for the first 36 months starting 90 days after the acceptance of the approved traffic operations plan. After the 36-month period, provide status report of the traffic operations on an annual basis for the life of the project. The status report shall include for state-owned roads crossing and immediately adjacent to the Project at a minimum, but not limited to the following:
 - a. Complaint Log - Number, details, response action and status for complaints received by MDC relative to traffic operation delays
 - b. Travel Time – Travel time (minutes) for morning, mid-day and afternoon/evening peak summarized for each roadway segment by direction.
 - c. Speed – Speed (miles per hour) for morning, mid-day and afternoon/evening peak summarized for each roadway segment by direction.
 - d. Beginning with the first year of, the reporting period statistics for each of items a. through c. shall be compared to pre-construction statistics for similar pre-construction period.
- iii. In the event FDOT informs the COUNTY of a citizen and/or local agency complaint of negative impacts on traffic associated with the Project, the COUNTY will respond to FDOT within five (5) business days on how to mitigate/resolve the complaint.
- iv. Optimize traffic signal timing within fourteen (14) business days to mitigate any traffic operation conditions that result in queues that extend to an upstream

- intersection or require delays of more than two traffic signal cycles on US-1 and state-owned roads crossing the Project.
- v. Submit a post-construction assessment study/evaluation one (1) year after opening day of the Project, and agree to participate in a meeting to discuss the results and resolution of FDOT comments. All back-up data including traffic data collection and analysis will be included in the submittal.
 - vi. Shall grant permit agreements to FDOT projects to be constructed during the construction of the Project, in the event the FDOT project is deemed necessary to immediately mitigate negative impacts to state-owned roads crossing or immediately adjacent to the Project.
 - vii. Coordinate with FDOT to expedite the review process applications for permit and right-of-way agreements, in the event an FDOT project is programmed to mitigate negative traffic impacts and requires COUNTY permit and/or right-of-way associated with the Project.
 - viii. Partner with FDOT to identify and mitigate traffic safety and operational impacts resulting from changed traffic conditions after the Project becomes operational. This may require development of integrated standard operating guidelines, training, and performance measures to improve operational integration between BRT, traffic signal, and incident management functions.

PART 3 – MOU TERMS

3.1 Maintenance Of Traffic (“MOT”) Plan:

Construction shall not commence until FDOT has approved the final version of the MOT plans that incorporates the use of state-owned roads crossing and immediately adjacent to the Project. The COUNTY’s contractor(s) shall be solely responsible for the MOT in accordance with the plans and specifications. If the County’s contractor(s) fail to perform the required MOT, upon prior notice to the County, FDOT may perform MOT at the County's contractor(s)’ sole cost and expense. Should FDOT perform MOT, the Department shall provide the County's contractor(s) with an invoice for the costs incurred by FDOT and the County's contractor(s) shall pay the invoice. Nothing in this MOU shall obligate FDOT to perform MOT, said obligation to remain the sole responsibility of the County's contractor(s)’.

Notification of lane closures or detours must be accomplished 14 working days prior to closure, detour or MOT phase change by the COUNTY submitting the required lane closure form in (www.fdotlclis.com), sketches, calculations, and other data to the District 6 traffic operations office.

The County's contractor(s)’ and/or consultants must comply with all provisions of any and all permits and agreements concerning maintenance of traffic during construction. Nothing in this MOU is meant to contradict or supersede the terms of all such permits.

3.2 Entire Agreement.

This MOU incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the PARTIES agree that there are no commitments, agreements or understandings concerning the subject matter of this MOU that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements (whether oral or written) or on any other documents referencing or related to the Project, the MOU, or the PARTIES' agreement regarding same.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

3.3 Allocation Of Costs.

FDOT and the COUNTY acknowledges and agree that the funding for the Project will be as follows:

- **FTA PORTION.** The COUNTY has submitted a Small Starts application to FTA for \$99,999,999. The final award amount is contingent on FTA completing its review and providing approval of the application.
- **FDOT PORTION.** FDOT's portion of funds will be 50% of the nonfederal share, not to exceed \$100,000,000. The COUNTY will submit a proof of award showing the total grant amount awarded by FTA.
- **COUNTY PORTION.** COUNTY's portion of funds as described in TPO Resolution #32-18 is \$100,000,000 to facilitate the implementation of premium transit infrastructure along the South Corridor.

3.4 Notices.

All notices under this MOU shall be directed to the following:

To FDOT: Florida Department of Transportation
1001 Northwest 111th Avenue
Miami, Florida 33172
Attention: Modal Development Administrator,
Transit Program Administrator

To the COUNTY: Department of Transportation and Public Works
701 N.W. 1st Court, Suite 1700
Miami, Florida 33136
Attention: Director

3.5 Governing Law.

Unless otherwise specifically stated herein, this MOU shall be governed by and construed in accordance with the laws of the State of Florida.

3.6 Severability.

If any part of this MOU shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this MOU shall remain in full force and effect provided that the part of this MOU thus invalidated or declared unenforceable is not material to the intended operation of this MOU.

3.7 FDOT Funding.

FDOT 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. FDOT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 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. Section 339.135(6) (a), Florida Statutes.

Accordingly, FDOT's performance and obligation to pay under this MOU is contingent upon an annual appropriation by the Legislature.

3.8 Due Authorization.


The PARTIES represent and warrant that the signatories below are duly authorized by the PARTY each represents to enter into this MOU on behalf of said PARTY, and by their signatures do bind the party they represent to the terms of this MOU.

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

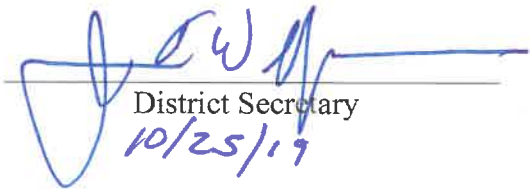
MIAMI-DADE COUNTY:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY:


Director, Miami-Dade County Department
of Transportation and Public Works 10/17/19

BY:


District Secretary
10/25/19

LEGAL REVIEW:

BY: *Bruce Libhaber*
Assistant COUNTY Attorney

BY: *Andrea Gonzalez* *Andrea Gonzalez*
Assistant General Counsel
District Chief Counsel