Approved _____ Mayor
Veto _____
Override _____

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

06-05-07

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

RESOLUTION NO R-686-07

RESOLUTION AUTHORIZING A JOINT PARTICIPATION AGREEMENT (JPA) BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND MIAMI-DADE COUNTY TO PROVIDE FUNDING FOR A PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY FOR THE GRADE SEPARATION AT SW 8 STREET AND SW 87 AVENUE

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Joint Participation Agreement (JPA) between the Florida Department of Transportation (FDOT) and Miami-Dade County to provide funding for a Project Development and Environment (PD&E) study for the Grade Separation at SW 8 Street and SW 87 Avenue in substantially the form attached hereto and made a part hereof.

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: June 5, 2007

FROM: Murray A. Greenberg
County Attorney

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

Please note any items checked.

_____ **"4-Day Rule" ("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**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

The foregoing resolution was offered by Commissioner Sally A. Heyman, who moved its adoption. The motion was seconded by Commissioner Bruno A. Barreiro and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman aye
Barbara J. Jordan, Vice-Chairwoman aye

Jose "Pepe" Diaz	absent	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of June, 2006. This resolution shall become effective as follows: (1) ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board, and (2) either i) the Citizens' Independent Transportation Trust (CITT) has approved same, or ii) in response to the CITT's disapproval, the County Commission re-affirms its award by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

COUNTY COMMISSIONERS DADE COUNTY FLORIDA

By: KAY SULLIVAN
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Bruce Libhaber

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

SW 8 STREET ROADWAY IMPROVEMENTS AT SW 87 AVENUE

THIS LOCALLY FUNDED AGREEMENT (hereinafter 'AGREEMENT') is made and entered into this ____ day of _____, 2007, 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, acting by and through its Public Works Department, hereinafter referred to as the 'COUNTY'.

RECITALS:

WHEREAS, the DEPARTMENT has the authority to enter into this AGREEMENT under Florida Statutes §334.044; and

WHEREAS, the DEPARTMENT has jurisdiction over State Road (SR) 90 (SW 8 Street) in Miami-Dade County; and

WHEREAS, the DEPARTMENT will be performing a Project Development and Environment (PD&E) Study for roadway improvements on SW 8 Street at SW 87 Avenue, hereinafter referred to as the 'PROJECT', and, as outlined in the attached Exhibit "A", 'Scope of Services', which is herein incorporated by reference; and

WHEREAS, the PROJECT is being funded as part of the Transportation Regional Incentive Program ('TRIP') that was created under Florida Statutes §339.2819; and

WHEREAS, the COUNTY shall provide 50 percent (%) of PROJECT costs to the DEPARTMENT as required by the TRIP Program under Florida Statutes §339.2819(2); and

WHEREAS, the DEPARTMENT and the COUNTY have determined that it would be more cost and time effective and in the best interest of the general public to enter into this AGREEMENT;

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein and other valuable considerations, 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.

Memorandum

MIAMI-DADE COUNTY

Date:	June 5, 2007
To:	Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners
From:	George M. Burgess County Manager
Subject:	Resolution Authorizing a Joint Participation Agreement (JPA) Between the Florida Department of Transportation (FDOT) and Miami-Dade County to Provide Funding for a Project Development and Environment (PD&E) Study for the Grade Separation at SW 8 Street and SW 87 Avenue

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

Recommendation

It is recommended that Board of County Commissioners (BCC) approve the attached resolution authorizing execution of a Joint Participation Agreement (JPA) between the Florida Department of Transportation (FDOT) and Miami-Dade County to provide local matching funding in the amount of $250,000 for a Project Development and Environment (PD&E) Study for the grade separation at SW 8 Street and SW 87 Avenue. The funding source for this JPA will derive from the People's Transportation Plan (PTP); therefore, approval by the Citizen's Independent Transportation Trust (CITT) is required.

Scope

This PD& E Study provides for the additional evaluation of the feasibility for grade separation at the intersection of SW 8 Street and SW 87 Avenue. Said evaluation includes, but is not limited to, the preliminary engineering and environmental analysis (e.g. design field survey, traffic and safety study, right-of-way estimates, geotechnical analysis, development of conceptual plans, draft preliminary engineering report, etc.). The study will also provide for development and the implementation of a Public Involvement Program. This project falls within Commission Districts 6 and 10.

Fiscal Impact/Funding Source

The total cost of this project is $500,000. The FDOT will be providing $250,000 from the Transportation Regional Incentive Program. The County will provide a local matching contribution to FDOT in the amount of $250,000 for payment for cost associated with the project. The funding for this project will be derived from the PTP transit surtax funds. This project is included in the Major Highway and Road Improvements portion of Exhibit 1 in the PTP Ordinance.

Should this PD & E study recommend pursing this project, the preliminary estimate provided by the FDOT for completion of the project was $30,000,000. As with this and the previous study, the balance of the project would be funded by a joint effort between the County and FDOT. The pro forma has allocated $16 million of PTP funds for the County's portion of funding.

Track Record/Monitor

At this time, no consulting firm has been selected by FDOT to carry out the PD&E Study. This project, being on a state road, will be primarily managed by FDOT. Throughout all PTP Projects, the responsible staff person within PWD will be the PTP Coordinator, Mr. Frank Aira, P.E., CFM. Following completion of the award process, the project will be assigned to Mr. Leandro Oña, Chief, Highway Division, for day to day responsibilities.

Background

Exhibit 1 of the PTP includes a section for proposed improvements recommended along major highways and arterial roads for 2003-2013. Among the improvements listed is the following, "Funds grade separation on intersections where appropriate countywide".

As a result, in June 2005, the Metropolitan Planning Organization (MPO) conducted a Grade Separation Study to identify potential intersections where this concept could be implemented for alleviating traffic congestion. Several intersections throughout the County were evaluated based on nominations by the Transportation Planning Council (TPC) members as well as municipalities and most importantly based on 2003 FDOT traffic count data. This led to the examination of the top 31 non-freeway intersections within Miami-Dade County. The following criteria were established for the selection of potential locations:

a. Total Annual Average Daily Traffic (AADT) for the main and secondary roads.
b. Record of accidents by location including number of crashes, fatalities and injuries.
c. At least six (6) lanes minimum for consideration.
d. Minimum right-of-way acquisition.
e. Impact on local streets.
f. Land use impacts.

Based on the above criteria, the following intersections were recommended for further evaluation:

a. SW 8th Street at SW 107th Avenue
b. NW 36th Street at NW 72nd Avenue
c. **SW 8th Street at SW 87th Avenue**
d. US 1 at SW 27th Avenue
e. N Kendall Drive at SW 127th Avenue

This intersection was selected as ranked by the May 2005, Grade Separation Study and the ability to complete the project as determined by FDOT.

As such, this item is being presented today for approval.

Assistant County Manager

2. GENERAL REQUIREMENTS

a. The COUNTY will provide funding to the DEPARTMENT in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000.00) for the PROJECT, per the Financial Provisions detailed in Section 3 of this AGREEMENT, and, as described in the 'Financial Estimate' in the attached Exhibit "A".

b. The DEPARTMENT shall supervise and manage all aspects of the PROJECT in accordance with all applicable federal, state and local statutes, rules and regulations, and standards, and, as described in the 'Scope of Services' in the attached Exhibit "A".

c. The COUNTY will be entitled at all times to be advised, at its request, as to the status of work being done by the DEPARTMENT and of the details thereof. Coordination shall be maintained by the DEPARTMENT with representatives of the COUNTY.

d. The COUNTY shall submit this AGREEMENT to its Board of County Commissioners for ratification or approval by resolution. A copy of such resolution will be attached hereto as Exhibit "B", 'COUNTY Resolution'.

3. FINANCIAL PROVISIONS

a. The COUNTY agrees that it will, no later than thirty (30) calendar days after the DEPARTMENT's execution of thisAGREEMENT, furnish the DEPARTMENT an advance deposit in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000.00) for partial payment of the estimated PROJECT cost for locally funded project number 420934-1-22-01. The advance deposit shall be the total estimated PROEJCT cost plus allowances. The DEPARTMENT may utilize this deposit for payment of the costs of the PROJECT.

b. If the accepted bid amount plus allowances is in excess of the advance deposit amount, the COUNTY will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT or prior to posting of the accepted bid, whichever is earlier, so that the total deposit is equal to the bid amount plus allowances. The DEPARTMENT will notify the COUNTY as soon as it becomes apparent the accepted bid amount plus allowances is in excess of the advance deposit amount; however, failure of the DEPARTMENT to so notify the COUNTY shall not relieve the COUNTY from its obligation to pay for its full participation on final accounting as provided herein below. If the COUNTY cannot provide the additional deposit within fourteen (14) calendar days, a letter must be submitted to and approved by the DEPARTMENT's PROJECT manager indicating when the deposit will be made. The COUNTY understands the request and approval of the

additional time could delay the PROJECT, and additional costs may be incurred due to a delay of the PROJECT.

c. If the accepted bid amount plus allowances is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the bid amount plus allowances if such refund is requested by the COUNTY in writing.

d. Should PROJECT modifications occur that increase the COUNTY's share of total PROJECT costs, the COUNTY will be notified by the DEPARTMENT accordingly. The COUNTY agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund its share of the PROJECT. The DEPARTMENT shall notify the COUNTY as soon as it becomes apparent the actual costs will overrun the award amount; however, failure of the DEPARTMENT to so notify the COUNTY shall not relieve the COUNTY from its obligation to pay for its full participation during the PROJECT and on final accounting as provided herein below. Funds due from the COUNTY during the PROJECT not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to **Section 55.03, *Florida Statutes.***

e. The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred and sixty (360) days of final payment to the Consultant. The DEPARTMENT considers the PROJECT complete when the final payment has been made to the Consultant, not when the PROJECT deliverables are complete. All PROJECT cost records and accounts shall be subject to audit by a representative of the COUNTY for a period of three (3) years after final close out of the PROJECT. The COUNTY will be notified of the final cost. Both parties agree that in the event the final accounting of total PROJECT costs pursuant to the terms of this AGREEMENT is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the COUNTY. If the final accounting is not performed within three hundred and sixty (360) days, the COUNTY is not relieved of its obligation to pay.

f. In the event the final accounting of total PROJECT costs is greater than the total deposits to date, the COUNTY will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The COUNTY agrees to pay interest at a rate established pursuant to **Section 55.03, *Florida Statutes,*** on any invoice not paid within forty (40) calendar days until the invoice is paid.

g. The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit and as provided in the attached Memorandum of Agreement between the COUNTY, the DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury.

4. INDEMNIFICATION

To the extent permitted by **Section 768.28, *Florida Statutes,*** the parties agree to indemnify each other for liability due to any act or omission, neglect or wrongdoing of a party or any of its officers, agents or employees. Further, the parties agree to defend each other against any and all such claims or demands which may be claimed and have arisen as a result of or in connection with the parties' participation in this AGREEMENT. Nothing contained herein shall be construed to contradict the provisions of **Section 768.28, *Florida Statutes,*** nor shall this Section be construed to require either party to indemnify the other for the negligent acts of the other.

5. GOVERNING LAW

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

6. AMENDMENT

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

7. 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.

8. NOTICES

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, Room 6137
Miami, Florida 33172-5800
Attn: Kenneth Robertson, JPA Coordinator

Ph: (305) 470-5452; Fax: (305) 470-5552

To COUNTY:

Miami-Dade County
111 NW 1st Street, 16th Floor
Miami, Florida 33128-1970
Attn: David Tinder, PTP Coordinator

Phone: (305) 375-1907
Fax: (305) 375-3070
Federal Employer ID # (FEIN):
59-6000573

b. Either party may, by notice given as aforesaid, change its address for all subsequent notices. Notices given in compliance with this section shall be deemed given when placed in the mail.

9. ENTIRE AGREEMENT

This Locally 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.

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

MIAMI-DADE COUNTY:

BY: _____
COUNTY MANAGER

ATTEST: _____
(SEAL) COUNTY CLERK

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION:

BY: _____
DISTRICT SECRETARY

ATTEST: _____
(SEAL) EXECUTIVE SECRETARY

LEGAL REVIEW:

_____
COUNTY ATTORNEY

_____
DISTRICT GENERAL COUNSEL

10

EXHIBIT "A"

SCOPE OF SERVICES:

PROJECT Description:

The attached 23-page document entitled 'Scope of Services for Consulting Engineering Services Project Development and Environment (PD&E) Studies' is incorporated herein by reference.

PROJECT Limits: **SW 8 Street at SW 87 Avenue**

DEPARTMENT Financial Project Number: **420934-1-22-01**

County: **Miami-Dade**

DEPARTMENT Project Manager: **Alice Bravo, P.E.**

FINANCIAL ESTIMATE:

The DEPARTMENT's current 2007/08-2011/12 Five-Year Adopted Work Program allocates the following COUNTY funding (Local Funds) and DEPARTMENT funding (State Funds), programmed on Financial Project Number 420934-1-22-01, to be applied towards PROJECT costs:

Financial Project Number:	Fiscal Year:	Amount:	Fund Type:
420934-1-22-01	2007/08	$250,000.00	Local Funds (LF)
420934-1-22-01	2007/08	$250,000.00	Trans Regional Incentive (TRIP)

Total COUNTY Financial Responsibility: $250,000.00

Total DEPARTMENT Financial Responsibility: $250,000.00

Total Estimated PROJECT Costs: $500,000.00

EXHIBIT A

SCOPE OF SERVICES
PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDIES

Financial Project ID:	420934-1-22-01
Work Program Item No.:	N/A
Federal Aid Project No.:	TBD
County Section No.:	87120000
Description:	**SR 90 / SW 8th Street from SW 107th Avenue to SW 87th Avenue. Project Development and Environment Study for roadway improvements including additional lanes, potential grade separation at the main intersections, interchange ramp connections, and bridge widening. Miami-Dade County**
Bridge No.:	870753, 870264 and 870751

EXHIBIT A

PURPOSE **1**

STUDY OBJECTIVE **2**

STUDY REQUIREMENTS AND PROVISIONS FOR WORK **2**
Governing Regulations 2
Liaison Office 3
Key Personnel 3
Meetings and Presentations 3
Quality Control 3
Correspondence 3
Submittals 4
Computer Automation 4
Coordination with Other Consultants and Entities 5
Optional Services 5

1.0 PUBLIC INVOLVEMENT **6**
1.1 Public Involvement Program 6
1.2 Public Involvement Data Collection 6
1.3 Notice Of Intent 6
1.4 Advance Notification 6
1.5 Scheduled Public Meetings 6
1.6 Unscheduled Public and Agency Meetings 7
1.7 Public Hearing 7
1.8 Location and Design Concept Acceptance 8
1.9 Special Public Involvement Requirements 8
1.10 Quality Control 8

2.0 ENGINEERING ANALYSIS AND REPORTS **9**

Data Collection **9**
2.1 Field Review 9
2.2 Aerial Photography 9
2.3 Survey Coordination 9
2.4 Existing Roadway Characteristics 9
2.5 Existing Structure Characteristics 9
2.6 Traffic Data 9
2.7 Crash Data 10
2.8 Existing Signage Inventory 10
2.9 Utilities 10
2.10 Railroads 11
2.11 Transportation Plans 11
2.12 Soils 11
2.13 Base Map 11
2.14 Safety 11
2.15 Analysis of Existing Conditions 11
2.16 Development of Needs Statement 11

Design Analysis 12
2.17 Corridor Analysis 12
2.18 Traffic Analysis 12
2.19 Typical Section Analysis 1
2.20 Roadway Design Alternatives 13
2.21 Prepare Concept Plans 13
2.22 Drainage Analysis and Pond Siting Report 13
2.23 Structures 13
2.24 Access Management 13
2.25 Multi-modal Accommodations 14
2.26 Maintenance of Traffic Analysis 14
2.27 Geotechnical Coordination 14
2.28 Intelligent Transportation Systems 14

Comparative Analysis of Alternatives 14
2.29 Comparative Analysis and Evaluation Matrix 14
2.30 Selection of Preferred Alternative(s) 14
2.31 Conceptual Design Plans (Preferred) 14
2.32 Identify Construction Segments 15
2.33 Value Engineering 15
2.34 Construction Cost Estimates 15
2.35 Right Of Way Cost Estimates 16
2.36 Typical Section Package 16
2.37 Design Exceptions and Variances 16
2.38 Project Development Report (PDR) 16
2.39 Project Development Summary Report (PDSR) 16
2.40 System Interchange Modification Report 16
2.41 Quality Control 16

3.0 ENVIRONMENTAL ANALYSIS AND REPORTS 17

Social and Cultural Impacts 17
3.1 Land Use Changes 17
3.2 Community Cohesion 17
3.3 Community Services 17
3.4 Social And Economic Impacts 17
3.5 Relocation Potential 17
3.6 Archaeological and Historical Sites 18
3.7 Section 4(F) 18
3.8 Visual Impacts and Aesthetics 18
3.9 Utilities and Railroads 18

Natural Impacts 18
3.10 Wetlands 18
3.11 Conceptual Mitigation Plans 18
3.12 Water Quality 18
3.13 Outstanding Florida Waters, Wild And Scenic Rivers, And Aquatic Preserves 18
3.14 Floodplains 18
3.15 Coastal Barrier Resources 18
3.16 Wildlife And Habitat 18
3.17 Essential Fish Habitat 18
3.18 Identify Permit Conditions 19

3.19 Farmlands 19

Physical Impacts 19
3.20 Noise 19
3.21 Air Quality 19
3.22 Construction Impact Analysis 19
3.23 Contamination 19

Environmental Reports 19
3.24 Class of Action Determination 20
3.25 Environmental Assessment 20
3.26 Finding Of No Significant Impact 20
3.27 Draft Environmental Impact Statement 20
3.28 Final Environmental Impact Statement 20
3.29 Quality Control 20

4.0 MISCELLANEOUS SERVICES **20**
4.1 Contract and Project Files 20
4.2 Project Management Meetings and Coordination 20

Additional Services 20
4.3 Soil Survey and Geotechnical Work 20
4.4 Survey 21
4.5 Optional Services 22

5.0 METHOD OF COMPENSATION **22**

6.0 SERVICES TO BE PERFORMED BY THE DEPARTMENT **22**

SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES
PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDIES

This Exhibit forms an integral part of the agreement between the State of Florida Department of Transportation (hereinafter referred to as the DEPARTMENT) and _____ (hereinafter referred to as the CONSULTANT) relative to the transportation facility described as follows:

Financial Project ID:	**420934-1-22-01**
Work Program Item No.:	**N/A**
Federal Aid Project No.:	**TBD**
County Section No.:	**87120000**
Description:	**SR 90 / SW 8th Street from SW 107th Avenue to SW 87th Avenue. Project Development and Environment Study for roadway improvements including additional lanes, potential grade separation at the main intersections, interchange ramp connections, and bridge widening. Miami-Dade County**
Bridge No.:	**870753, 870264 and 870751**

PURPOSE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT and the DEPARTMENT in connection with the Preliminary Engineering (Conceptual Design), and Environmental Studies necessary to comply with Department procedures and to obtain Federal Highway Administration (FHWA) Location and Design Concept Acceptance (LDCA) of proposed improvements to this transportation facility.

The Project Development Process shall follow the DEPARTMENT'S publication titled "Project Development and Environment Manual", published 07/01/88 and all subsequent revisions. Throughout this Scope of Services portion of this CONSULTANT Contract, the publication will be referred to as the "PD&E Manual". The study will incorporate the Efficient Transportation Decision Making (ETDM) process in an effort to coordinate project activities and expedite the overall process and project delivery. This will include continuous public involvement, agency interaction, drainage and permitting activities, and design coordination. All tasks identified in this scope of work will be done in accordance with the Department's PD&E Manual and ETDM Manual, unless otherwise stated.

The PD&E Manual incorporates all the requirements of the National Environmental Policy Act (NEPA); Federal law and executive orders; applicable Federal regulations included in the Federal Highway Administration Federal-Aid Policy Guide; and applicable State laws and regulations including Chapter 339.155 of the Florida Statutes. The project documentation prepared by the CONSULTANT in accordance with the PD&E Manual shall therefore be in compliance with all applicable State and Federal laws, executive orders, and regulations.

The CONSULTANT shall perform those engineering services required for LDCA studies, including consideration of all social, economic, environmental effects, and mitigation as required by the FHWA and/or the Project Development and Environment (PD&E) Manual, along with the required environmental documents, engineering reports, preliminary plans, public hearing, and right-of-way maps.

Sections 1 through 4 of the Scope of Services will establish which items of work described in the PD&E Manual are specifically included in this contract, and also which of the items of work will be the responsibility of the CONSULTANT or the DEPARTMENT.

The DEPARTMENT will provide contract administration and provide management services and technical reviews of all work associated with the development and preparation of the engineering/environmental study reports for the transportation facility.

STUDY OBJECTIVE

- The CONSULTANT is to perform conceptual design and environmental study of roadway improvements to **SR 90 / SW 8th Street from SW 107th Avenue to SW 87th Avenue** as contained in the FDOT Five-Year Work Program, FM # 420934-1-22-01. The main objective of the study is to evaluate additional capacity improvements along the corridor within the specified limits to improve mobility and Level of Service (LOS) including the feasibility of grade separated intersection improvements at SW 107th Avenue and SW 87th Avenue.

Interchange improvements to implement the roadway capacity enhancements have been identified at the following ramp connections:

- Homestead Extension of Florida's Turnpike (HEFT)

- SR 826 / Palmetto Expressway

The Project limits will be from Homestead Extension of Florida's Turnpike (HEFT) (MP 5.995) to SR 826 / Palmetto Expressway (MP 10.021).

STUDY REQUIREMENTS AND PROVISIONS FOR WORK

Governing Regulations

The services performed by the CONSULTANT shall be in compliance with all applicable DEPARTMENT Manuals and Guidelines. The DEPARTMENT'S Manuals and Guidelines incorporate by requirement or reference all applicable State and Federal regulations. The current edition, including updates, of the following DEPARTMENT Manuals and Guidelines shall be used in the performance of this work. It is understood that AASHTO criteria shall apply as incipient policy.

- Florida Statutes
  - Florida Administrative Codes
  - Applicable federal regulations and technical advisories.
  - Project Development and Environment Manual
  - ETDM Manual
  - Plans Preparation Manual
  - Roadway Traffic and Design Standards
  - Highway Capacity Manual
  - Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways
  - Bicycle Facilities Planning and Design Manual
  - Right-of-Way Mapping Handbook
  - Location Survey Manual
  - EFB User Guide
  - Drainage Manual
  - Outline Specifications - Aerial Surveys/Photogrammetry
  - Soils and Foundations Manual
  - Structures Design Guidelines
  - CADD Manual (No. 625-050-001)

- CADD Production Criteria Handbook
- Florida's Level of Service Standards and Guidelines Manual for Planning (No. 525-000-005)
- Equivalent Single Axle Load Guidelines (No. 525-030-121)
- Design Traffic Procedure (No. 525-030-120)
- K-Factor Estimation Process
- Project Traffic Forecasting Guidelines
- Florida Highway Landscape Guide
- Basis of Estimates Manual

Liaison Office

The DEPARTMENT will designate a Liaison Office and a Project Manager who shall be the representative of the DEPARTMENT for the Project. While it is expected the CONSULTANT shall seek and receive advice from various State, regional, and local agencies, the final direction on all matters of this Project remain with the Project Manager.

Key Personnel

The CONSULTANT'S work shall be performed and directed by the key personnel identified in the proposal presentations by the CONSULTANT. Any changes in the indicated personnel shall be subject to review and approval by DEPARTMENT.

Meetings and Presentations

The CONSULTANT shall attend a Notice to Proceed Meeting with DEPARTMENT representatives, where relevant project information will be provided by the DEPARTMENT, along with procedures for administering the contract. The CONSULTANT and his staff shall also be available with no more than a five (5) workday notice to attend meetings or make presentations at the request of the DEPARTMENT. Such meetings and presentations may be held at any hour between 8:00 A.M. and 12:00 midnight on any day of the week. The CONSULTANT may be called upon to provide maps, press releases, advertisements, audiovisual displays and similar material for such meetings.

Quality Control

The CONSULTANT shall be responsible for insuring that all work products conform to DEPARTMENT standards and criteria. This shall be accomplished through an internal Quality Control (QC) process performed by the CONSULTANT. This QC process shall insure that quality is achieved through checking, reviewing, and surveillance of work activities by objective and qualified individuals who were not directly responsible for performing the initial work.

Prior to submittal of the first invoice, the CONSULTANT shall submit to the DEPARTMENT'S Project Manager for approval the proposed method or process of providing Quality Control for all work products. The Quality Control Plan shall identify the products to be reviewed, the personnel who perform the reviews, and the method of documentation.

Correspondence

Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this study shall be provided to the DEPARTMENT for their records within one (1) week of the receipt of said correspondence.

Submittals

The CONSULTANT shall provide copies of the required documents as listed below. These are the anticipated printing requirements for the project. This tabulation will be used for estimating purposes, and the Project Manager will determine the number of copies required prior to each submittal.

Engineering Items:	Copies:
Design Traffic Technical Memorandum	5
Draft Project Development Report	5
Final Project Development Report	5
Draft Project Development Summary Report	5
Final Project Development Summary Report (S&S)	5
Location Hydraulics Report	5
Drainage/Pond Siting Report	5
Conceptual Design Roadway Plan Set	5
Right of Way Plans	5
Geotechnical Report	5
Typical Section Package	5
Bridge Hydraulic Report	N/A
Bridge Development Report	N/A
Value Engineering Information Report	5
Interchange Modification/Justification Report	N/A

Environmental Items:	Copies:
Advance Notification Package	5
Public Involvement Plan	5
Noise Study Technical Memorandum	5
Air Quality Technical Memorandum	5
Contamination Screening Evaluation Report	5
Public Hearing Transcript	5
Endangered Species Technical Memorandum	5
Essential Fish Habitat	N/A
Wetlands Evaluation Report	5
Cultural Resource Assessment	FDOT

Upon completion of the study, the CONSULTANT shall deliver to the DEPARTMENT, in an organized manner, all project files, CADD files, maps, sketches, worksheets, and other materials used or generated during the study process. In addition, 3 sets of all final documents will be submitted (including original signatures from FHWA) and 2 sets of CD's with electronic versions of all final documents in original electronic format and .PDF format. The .PDF file shall be stand-alone documents, in color, of each complete final document to include all tables, graphics, signed signature pages, and appendices.

Computer Automation

The project will be developed utilizing Computer Aided Drafting and Design (CADD) systems (Microstation V.8 and Geopak). The DEPARTMENT makes available software to help assure quality and conformance with the policy and procedures regarding CADD. It is the responsibility of the CONSULTANT to meet the requirements in the FDOT CADD Manual (Topic No. 625-050-001). The CONSULTANT will submit final documents and files as described therein. Additional related information is found in the FDOT Plans Preparation Manual (Topic No. 625-000-008).

All computer disks shall be scanned for viruses prior to submitting to FDOT. Failure to scan for viruses may result in a lower Consultant work performance evaluation.

Coordination with Other Consultants and Entities

The CONSULTANT is to coordinate their work with any ongoing and/or planned projects that may affect this study.

The CONSULTANT is to coordinate with local governmental entities to ensure design and right of way requirements for the project are compatible with local public works improvements and right of way activities.

Optional Services

At the DEPARTMENT'S option, the CONSULTANT may be requested to provide final design and plans preparation services or expert witness services for right-of-way acquisition. 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). A supplemental agreement adding the additional services shall be executed in accordance with paragraph 2.00 of the standard consultant agreement.

1.0 PUBLIC INVOLVEMENT

Public involvement includes communicating to and receiving information from all interested persons, groups, and government organizations information regarding the development of the project. The CONSULTANT shall coordinate and perform the appropriate level of public involvement for this project as outlined in Part 1, Chapter 8, and Part 2, Chapter 9 of the PD&E Manual and the following sections.

The CONSULTANT shall provide to the DEPARTMENT drafts of all Public Involvement collateral (i.e., newsletters, property owner letters, advertisements, etc.) associated with the following tasks for review and approval at least five (5) business days prior to printing and / or distribution.

1.1 Public Involvement Program

1.2 Public Involvement Data Collection

In addition to public involvement data collection, the CONSULTANT shall assist the DEPARTMENT in preparing responses to any public inquiries as a result of the public involvement process.

1.3 Notice Of Intent

N/A

1.4 Advance Notification

At the beginning of the project, the CONSULTANT shall prepare the Advance Notification and transmittal letter as per Part 1, Chapter 2 of the PD&E Manual for the District Planning & Environmental Engineer to submit to the State Clearinghouse. The CONSULTANT shall prepare the Advance Notification letter and fact sheet (or ETDM Programming Summary Report) for distribution to the agencies. This includes verification of the agency mailing list and preparing the Advance Notification for mailing. The CONSULTANT will pay the cost of first class postage.

1.5 Scheduled Public Meetings

The CONSULTANT shall provide all support necessary for the DEPARTMENT to hold or participate in various public meetings, which may include but not limited to:

- Scoping Meetings.
- Elected Officials/Agency Kick-off Meeting.
- Public Kick-off Meeting.
- Corridor or other Public Meeting.
- Presentations to community and stakeholder groups.
- Alternatives Public Workshop.

For any of the above type meetings, the CONSULTANT shall prepare and/or provide:

- Scripts or agenda for presentation.
- Handouts.

- Graphics for presentation.
- Meeting equipment set-up and tear-down.
- Legal and/or display advertisements. The CONSULTANT will pay the cost of publishing.
- Letters for notification of elected and appointed officials, property owners and other interested parties. The CONSULTANT will pay the cost of first class postage.
- News releases, for use three to seven days prior to meeting.
- Summary notes of meetings to be provided to the Department no more than 5 business days after the meeting.
- Briefing and debriefing of Department staff.

The CONSULTANT will investigate potential meeting sites to advise the DEPARTMENT on their suitability. The CONSULTANT will pay all costs for meeting site rents and insurance.

The CONSULTANT will attend the meetings with an appropriate number of personnel to assist the DEPARTMENT'S Project Manager.

It is estimated for this project there will be one (1) Public Workshop during the study.

1.6 Unscheduled Public and Agency Meetings

In addition to scheduled public meetings the CONSULTANT may be required to participate in unscheduled meetings with the public, elected officials, or public agencies. The CONSULTANT's participation will be limited to participation during the meeting, note taking, and summarizing the meeting in a memo to the file. It is estimated for this project there will be 10 meetings during the study.

1.7 Public Hearing

The CONSULTANT shall provide all the support services listed in Sections 1.2 and 1.5 above, and in addition shall prepare:

Public officials and Agency letters. The CONSULTANT will prepare the letters, insert them in envelopes, and address the envelopes. The CONSULTANT will pay for first class postage

Property owner letters. The CONSULTANT will provide marked tax maps of the project alternatives and identify the names and addresses of the property owners from county tax rolls. The CONSULTANT will prepare the letters, insert them in envelopes, and address the envelopes. The CONSULTANT will pay for first class postage.

- All elements of the multi-media presentation. Which will include:
- A power point presentation.
- Graphics plans, displays and reports for public display.
- Displays of plans and report(s) for the public display.
- Brochures or handouts.

- Legal and /or display advertisements. The CONSULTANT will pay for the cost of publishing. The CONSULTANT will draft public advertisements and provide to the District's Office of Planning & Environmental Management for review and approval prior to publication.

- Court Reporter

- Briefing and debriefing of Department staff

- Security (off-duty law enforcement)

The CONSULTANT will procure a verbatim transcript of the Public Hearing. The CONSULTANT will combine the transcript with any letters received by the DEPARTMENT as part of the public hearing record, and affidavits of publication of legal ads, and will provide copies of the transcript for the DEPARTMENT'S use. The CONSULTANT will also prepare a Public Hearing Summary.

1.8 Location and Design Concept Acceptance

The CONSULTANT will draft and publish the notice of LDCA in the local newspaper. The CONSULTANT will pay for the cost of publishing. The CONSULTANT will provide notice to the District's Office of Planning & Environmental Management for review and approval prior to publication.

1.9 Special Public Involvement Requirements

The CONSULTANT shall prepare a project fact sheet and two editions of a multicolor newsletter and duplicates. Each newsletter edition is estimated at 500 copies. Distribution shall be through the project mailing list and hand delivered to various locations as appropriate. The postage will be paid by the CONSULTANT.

The CONSULTANT shall develop and maintain an Internet web page for the dissemination of public information and collection of public comment. The web page will be updated on a monthly basis and will be linked to other FDOT and local agency sites.

1.10 Quality Control

The CONSULTANT shall be responsible for insuring that all work products conform to DEPARTMENT standards and criteria. This shall be accomplished through an internal Quality Control (QC) process performed by the CONSULTANT. This QC process shall insure that quality is achieved through checking, reviewing, and surveillance of work activities by objective and qualified individuals who were not directly responsible for performing the initial work.

Prior to submittal of the first invoice, the CONSULTANT shall submit to the DEPARTMENT'S Project Manager for approval the proposed method or process of providing Quality Control for all work products. The Quality Control Plan shall identify the products to be reviewed, the personnel who perform the reviews, and the method of documentation.

2.0 ENGINEERING ANALYSIS AND REPORTS

The CONSULTANT shall coordinate and perform the appropriate level of engineering analysis for this project as outlined in Part 1, Chapter 9 of the PD&E Manual and the following sections.

Data Collection

Immediately following the Advance Notification, the CONSULTANT shall begin preliminary assessments of the study corridor from an engineering standpoint. This task is largely of a data gathering nature. This activity consists of collecting various information and materials relative to the performance of engineering analyzes within the study area. The information should include all data necessary to perform adequate evaluation of the location and design of a transportation facility.

2.1 Field Review

The CONSULTANT shall conduct all anticipated field trips needed to collect engineering data.

2.2 Aerial Photography

Aerial Photography shall be used as a basis for plotting various data necessary for both engineering and environmental analysis, alternative corridor and design studies, and the development of the preliminary plans of conceptual design. Copies of aerial photography are the prime source of information used to convey project considerations to the public at public meetings.

The DEPARTMENT will furnish the necessary aerial photography to be used in the study. Aerial photography shall be prepared for the following uses at the noted ratios:

Overall Project Location Map	1''=300'
Drainage master Plan	1''=300'
Alternative Plans	1''=100'

2.3 Survey Coordination

The DEPARTMENT will furnish the necessary field survey, in English Units, necessary to prepare the Engineering Design and Conceptual Plans. The CONSULTANT shall be responsible for coordination with the District Survey Department regarding project requirements, review of survey data and scheduling.

2.4 Existing Roadway Characteristics

2.5 Existing Structure Characteristics

2.6 Traffic Data

The DEPARTMENT will furnish the following initial traffic data:

Current corridor traffic counts.

20 year Design Corridor System Traffic with K & D Factors.

Volume of trucks (medium and heavy), motorcycles and buses for existing, opening, interim years and design year.

The CONSULTANT will analyze the traffic projections provided initially by the DEPARTMENT, and report to the Project Manager concerning apparent inconsistencies. The CONSULTANT will provide the Project Manager with support and advice in procuring acceptable revised Traffic Projections.

The following list identifies ramps and signalized intersections where traffic data is needed to perform the traffic analysis. The list also identifies locations where recent count data is available from the FDOT Traffic Information (FTI) data base. The CONSULTANT will utilize all available traffic data. The CONSULTANT will collect 72-hour (Mid-Week) approach counts and 4 hour (7 - 9 AM & 4 - 6 PM) turning movement counts (TMC) at locations where no recent FDOT traffic data is available. The following list identifies where recent FDOT data is available and locations where consultant will collect additional data.

- HEFT NB On & Off Ramps (east of the HEFT Mainline)
- SW 117th Avenue
- SW 112th Avenue
- SW 109th Avenue
- SW 107th Avenue
- SW 97th Avenue
- SW 92nd Avenue
- SW 87 Avenue
- SW 82nd Avenue
- SR 826 Ramp connections

2.7 Crash Data

The CONSULTANT shall obtain available data from DEPARTMENT'S COMPUTER (Program numbers AARPJ12 and AARPJ13) and local sources for various highway segments required. Obtain data for previous five years. The data collected shall include the number and type of accidents, accident locations, number of fatalities and injuries, and estimates of property damage and economic loss. The CONSULTANT shall, identify crash patterns, analyze data, propose improvements and calculate the safety ratio. Any costs (local government or safety fees) associated with obtaining crash data shall be borne by the CONSULTANT.

2.8 Existing Signage Inventory

The CONSULTANT will be responsible for inventorying the existing signage along the project corridor.

2.9 Utilities

In accordance with Part 2, Chapter 10 of the PD&E Manual.

2.10 Railroads

In accordance with Part 2, Chapter 10 of the PD&E Manual.

2.11 Transportation Plans

The CONSULTANT shall obtain plans for all modes of transportation including surface, transit and non-motorized modes. The following plans or studies should be obtained:

- Urban Area Transportation Study. If applicable, County Cost Feasible and Needs Plans.
- Local Comprehensive Plans; city and county.
- Transit; rail, bus, other.
- Non-motorized modes, including bikeways and pedestrian walkways.
- Planned Intelligent Transportation Systems (ITS) plans.

2.12 Soils

The CONSULTANT shall review the United States Department of Agriculture, Geological Survey, Soil Conservation Service Maps and summarize the findings.

2.13 Base Map

The CONSULTANT shall develop a CADD database that includes existing characteristics. CADD data base information shall be compatible for use on aerial photography used for public hearing presentations, corridor maps, and alternative plans.

Overall Project Location Map	1" = 300'
Drainage Master Plan	1" = 300'
Alternative Plans	1" = 100'
Detail Sheets (if needed)	1" = 50'

2.14 Safety

Based on the information obtained from the crash data the CONSULTANT shall identify project needs associated with the safety of the existing facility.

2.15 Analysis of Existing Conditions

The CONSULTANT shall analyze the existing conditions in order to identify any deficiencies that are to be identified in the Needs section.

2.16 Development of Needs Statement

This task includes the completion of the project "needs statement" as described in Part 2, Chapter 5 of the PD&E Manual based on information received during data collection, safety analysis, evaluation of existing conditions, and any input received through the public involvement process.

The needs statement, developed for the ETDM Programming Screen, shall be evaluated further during the PD&E Study and revised as appropriate.

Design Analysis

Utilizing the data collected as part of this scope of work, the CONSULTANT shall perform the engineering analysis necessary to complete the project development process. The task of engineering analysis will be ongoing throughout the duration of the project and will be performed with consideration to the results of the environmental impacts analysis.

The CONSULTANT shall develop and analyze alternate conceptual design alternatives. The development of the design alternatives shall consider the desires of the community with respect to landscaping, aesthetics, or other special features in order to satisfy the requirements of the Department's policy on Transportation Design for Livable Communities. The CONSULTANT shall develop and evaluate the LPA and all viable alternatives in order to address the project needs.

2.17 Corridor Analysis

Alternate corridors will not be considered for analysis as part of this study.

2.18 Traffic Analysis

Design Traffic

The CONSULTANT is responsible for developing the traffic projections to be used to establish the basic design requirements for roadway typical sections and intersections. The CONSULTANT will develop Average Daily Traffic (ADT) and Design Hour Volume (DHV) for the present year, the opening year, and twenty years from opening the new facility. The SERPM6 model will be the basis of the traffic projections.

The Consultant's modeling staff will hold meetings and discussions with the Department and Consultant project team to define in detail the alternatives that will be modeled.

Traffic Operational Analysis:

The CONSULTANT shall also perform the following activities in connection with the Design year; twenty (20) years post construction.

Capacity analyses at appropriate locations.

Identification of ramp merge and diverge conditions to evaluate future conditions.

Design Traffic Memorandum:

The CONSULTANT will prepare a Design Traffic Technical Memorandum. This memorandum will document the methodology used in developing the traffic demand and multi-modal splits, if applicable. The memorandum shall also identify the design traffic volumes for each corridor alternate, which may include combinations with other modes of transportation.

The CONSULTANT will use the results of the traffic data collection activities described in this scope of services, and the initial traffic data furnished by the DEPARTMENT.

After DEPARTMENT approval of the Design Traffic Technical Memorandum, those traffic projections will be used during the study of conceptual design alternatives and for the analysis of any impacts which depend on traffic inputs (i.e. noise impacts and air quality assessments).

The Design Traffic Memo will also include the traffic operational analysis of the alternatives. The design traffic will be prepared in accordance with the Design Traffic Procedure (# 525-030-120-f).

2.19 Typical Section Analysis

The CONSULTANT shall develop all appropriate typical sections alternatives for the project. These will include the department's standard typical sections, and any typical sections that may result in minimizing right of way, intersection grade separation or those proposed in light of the Department's policy on Transportation Design for Livable Communities. All proposed typical sections shall be reviewed by the Department. The typical section for the preferred alternative will be signed by the CONSULTANT and approved by the DEPARTMENT.

2.20 Roadway Design Alternatives

The CONSULTANT shall develop and analyze alternate conceptual design of alignment alternatives as described in Part I, Chapter 9 of the PD&E Manual. The CONSULTANT shall identify the No Build option, as well as identifying alternate conceptual designs.

2.21 Prepare Concept Plans

The CONSULTANT will overlay concept plans on the base maps. The concept plans will be prepared at a scale of 1"= 100'. In addition, the CONSULTANT will draw an overall location plan of the project alternatives at a ratio of 1"= 300'. The concept plans will be drawn on standard size 11" x 17" reproducible sheets with standard title boxes. The drawings shall be provided of suitable size and scale for public display at meetings and hearing.

2.22 Drainage Analysis and Pond Siting Report

The CONSULTANT shall perform preliminary drainage design in order to determine potential outfall locations and preliminary sizes (volume and area) of required detention and/or retention facilities for storm water treatment or attenuation. The location and size of potential detention/retention areas will be determined for all viable alternate alignments.

The CONSULTANT shall prepare a "Drainage Report" for the project in accordance to the Department's Stormwater Facilities Handbook.

The CONSULTANT shall meet with the District Drainage Engineer prior to finalizing the Drainage Design and Permitting Requirements for this project. This meeting should be held with sufficient time in the project schedule to make changes as deemed required by the DEPARTMENT. The consultant shall coordinate this meeting through the Departments project manager.

2.23 Structures

The CONSULTANT will evaluate conceptual structures in accordance with the Plans Preparation Manual, section 26.8-Bridge Analysis.

2.24 Access Management

The CONSULTANT shall review the Department's State Highway System Access Management Classification System and Standards (Rule 14-97) and determine their application to the project. The CONSULTANT shall determine the proper access classification and standard to be applied to the project and coordinated with the Districts' Access Management Review Committee.

The proposed access management plan shall be presented as part of the public involvement process. If an Access Management Classification/Reclassification Public Hearing is required, it will be combined with another public meeting.

2.25 Multi-modal Accommodations

The CONSULTANT will coordinate with transit and local government officials in order to determine what multi-modal accommodations will be studied and evaluated as part of the project alternatives. This task only includes existing and planned multi-modal facilities.

2.26 Maintenance of Traffic Analysis

The CONSULTANT will analyze the design alternatives for constructability, and the ability to maintain traffic. If the analysis indicates that there will be a substantial cost to maintain traffic this cost will be included in the final estimate for that alternative.

2.27 Geotechnical Coordination

The CONSULTANT will obtain existing soil surveys and geotechnical information. If additional work is required, the CONSULTANT shall make a written request to the Project Manager stating the specific needs for soil and/or geotechnical information.

2.28 Intelligent Transportation Systems

The CONSULTANT shall coordinate the assessment and development of Intelligent Transportation Systems (ITS) proposals with the District 6 Traffic Operations Office.

Comparative Analysis of Alternatives

The DEPARTMENT will determine which viable alternative(s) will be evaluated further through the public involvement process and environmental analysis. The possibility exists that the No-Build alternate may be selected at this point.

2.29 Comparative Analysis and Evaluation Matrix

After developing the viable alternatives and costs, the CONSULTANT will prepare a matrix comparing the impacts and costs of the alternatives evaluated, with a recommendation of the most viable alternative(s). The CONSULTANT shall present their recommendations to the DEPARTMENT for consideration.

2.30 Selection of Preferred Alternative(s)

The CONSULTANT shall recommend a preferred alternative(s) based on a review and analysis of all engineering, environmental, and public involvement issues related to the project.

2.31 Conceptual Design Plans (Preferred)

The CONSULTANT will finalize concept plans for the preferred alternative that include refinements from the public hearing.

2.32 Identify Construction Segments

The CONSULTANT shall make a preliminary review of feasible segments for construction projects within the project, in consideration of MPO priorities, budget, priority needs, maintenance of traffic, and the public demand for the improvement.

2.33 Value Engineering

This project will be subject to a Value Engineering (VE) review during the alternatives analysis activities. VE reviews will be conducted by a multi-disciplined team of DEPARTMENT personnel whose purpose will be to consider value improvements to proposed concepts and designs.

Value Engineering is an event oriented function and will occur at specific times in the progress of the project. For this project, the VE study will take place.

The CONSULTANT shall provide the VE team with the materials and information necessary for an effective project review.

The CONSULTANT Project Manager and Project Engineer shall meet with the VE team to explain development of initial concepts and the rationale for such. The information will be provided by a presentation in conjunction with a report titled "Value Engineering Information Report" (VEIR). This service will be conducted at the DEPARTMENT'S District office and will include follow-up telephone and written communications.

Traffic information used during the analysis. This should consist of traffic projections for 10 and 20 years after opening year with explanation of how the projections were derived and how they were applied to the network for each corridor being considered.

Aerial photography depicting alternatives or grade separation layouts prepared to the scales specified in this scope.

Support and backup information for R/W estimates to include square foot market value for areas which are affected by each proposed conceptual design.

Prepare a construction cost estimate for each alternative developed.

Provide matrix in a VE format which shows the criteria and the weighted impact used by the CONSULTANT to make conceptual design decisions. Criteria such as safety, operation and public acceptance must be fully documented.

VE team recommendations concerning modified or additional concepts, approved by District Management, will be carried forward to the alternatives analysis phase of the PD&E study.

The CONSULTANT shall submit data and information, referenced above, in the format of a Value Engineering Information Report (VEIR), or the Draft Project Development Report (DPDR). The VEIR, or DPDR is to be submitted to the DOT Project Manager two (2) weeks prior to the VE team review. Copies of each report are to be provided by the CONSULTANT, to the DOT Project Manager.

2.34 Construction Cost Estimates

The CONSULTANT shall develop construction cost estimates for each design alternative. The cost estimate is to be developed using the Department's long range estimating (LRE) program.

2.35 Right Of Way Cost Estimates

The cost for right-of-way acquisition, and cost estimates for relocations and business damages will be prepared by the DEPARTMENT.

2.36 Typical Section Package

The CONSULTANT will prepare the Typical Section Package in accordance with the Department's Plans Preparation Manual.

2.37 Design Exceptions and Variances

The CONSULTANT will identify and prepare exception and variation package(s) for approval in accordance with the Department's Plan Preparation Manual.

2.38 Project Development Report (PDR)

The Project Development Report will consist of the first eight (8) chapters of the Preliminary Engineering Report as defined in the PD&E Manual (Volume 1, Chapter 9).

2.39 Project Development Summary Report (PDSR)

The Project Development Summary Report will be prepared in accordance with Chapter 6 of the ETDM Manual.

2.40 System Interchange Modification Report

Not Required.

2.41 Quality Control

Establish and implement a QA/QC plan. Also includes sub consultant review, response to comments and any resolution meetings if required, preparation of submittals for review within three (3) months.

3.0 ENVIRONMENTAL ANALYSIS AND REPORTS

The CONSULTANT shall coordinate and perform the appropriate level of environmental analysis for this project as outlined in the PD&E Manual and the following sections.

The CONSULTANT shall utilize the Florida Geographic Data Library (FGDL) and ETDM Environmental Screening Tool (EST), or other appropriate, databases that includes all existing features. This data base information shall be compatible for use on base maps used for public hearing presentations, corridor maps, and alternative plans.

Social and Cultural Impacts

In accordance with Part 2, Chapter 9 of the PD&E Manual, and the Socio-Cultural Effects Evaluation Guidelines, unless otherwise noted.

3.1 Land Use Changes

The CONSULTANT shall document:

a. Data regarding past and present land usage as well as future land use plans, proposed developments, zoning guidelines; municipal comprehensive plans, and observed growth trends.

b. Existing and future land use map(s) indicating as a minimum, residential, commercial, industrial, public, agricultural, and undeveloped areas adjacent to the alignment.

c. Data on recent or active development activity along the highway corridor, especially preliminary and filed plats which have the potential for dedication of highway right-of-way and for possible evaluation during the noise study.

3.2 Community Cohesion

The CONSULTANT shall address the community cohesion and minority involvement as listed in Part 2, Chapter 9 of the PD&E Manual.

3.3 Community Services

The CONSULTANT shall prepare a Community Characteristics Inventory that documents key community amenities and destinations.

3.4 Social And Economic Impacts

The CONSULTANT shall prepare a Community Characteristics Inventory that documents key community amenities and features within the study area. The CONSULTANT shall also document how public comments, ideas and concerns have been addressed as part of the project.

3.5 Relocation Potential

The DEPARTMENT shall collect the data and perform the analysis necessary to complete a Conceptual Stage Relocation Plan for the proposed alternatives.

3.6 Archaeological and Historical Sites

The CONSULTANT shall collect data necessary to completely analyze the impacts to all cultural and historic resources by all proposed alternatives and prepare a Cultural Resource Assessment Request Package as described in Part 2, Chapter 12, of the PD&E Manual.

3.7 Section 4(F)

In accordance with Part 2, Chapter 13 of the PD&E Manual.

3.8 Visual Impacts and Aesthetics

In accordance with Part 2, Chapter 15 of the PD&E Manual.

3.9 Utilities and Railroads

Based on the coordination with the utility companies along the project the CONSULTANT shall prepare a Utility Assessment Package as described in Part 2, Chapter 10 of the PD&E Manual. The CONSULTANT will also address impacts to existing and proposed railroads.

Natural Impacts

3.10 Wetlands

In accordance with Part 2, Chapter 18 of the PD&E Manual.

3.11 Conceptual Mitigation Plans

In accordance with Part 2, Chapter 18 of the PD&E Manual.

3.12 Water Quality

In accordance with Part 2, Chapter 20 of the PD&E Manual.

3.13 Outstanding Florida Waters, Wild And Scenic Rivers, And Aquatic Preserves

In accordance with Part 2, Chapters 19, 21, and 23, of the PD&E Manual, respectively.

3.14 Floodplains

In accordance with Part 2, Chapter 24 of the PD&E Manual.

3.15 Coastal Barrier Resources

In accordance with Part 2, Chapter 26 of the PD&E Manual.

3.16 Wildlife And Habitat

In accordance with Part 2, Chapter 27 of the PD&E Manual.

3.17 Essential Fish Habitat

In accordance with Part 2, Chapter 11 of the PD&E Manual.

3.18 Identify Permit Conditions

The CONSULTANT shall identify permit conditions; types of permits required and provide a permit application package. This task includes the review of maps and data in order to determine permit related information for the project.

The CONSULTANT shall be responsible for meeting with all necessary permitting agencies which have jurisdiction over this project. The CONSULTANT shall provide notice to the District Permit Coordinator and the District Project Manager of all scheduled meetings and provide meeting minutes for each meeting conducted. It is the CONSULTANT's responsibility to provide detailed account of all key permitting requirements which will need to be addressed during the final design and any commitments agreed upon with the agencies.

The CONSULTANT will be responsible for researching existing files with each permitting agency that has jurisdiction over the project to determine if an existing permit was issued for the corridor in the past. Copies of the existing permits should be furnished for the District Permits Coordinator and the District Project Manager.

In accordance with the Department's ETDM initiative, the CONSULTANT will be responsible for submitting the appropriate permit application package.

3.19 Farmlands

In accordance with Part 2, Chapter 28 of the PD&E Manual.

Physical Impacts

3.20 Noise

In accordance with Part 2, Chapter 17 of the PD&E Manual.

3.21 Air Quality

In accordance with Part 2, Chapter 16 of the PD&E Manual.

3.22 Construction Impact Analysis

In accordance with Part 2, Chapter 30 of the PD&E Manual.

3.23 Contamination

The CONSULTANT shall perform the necessary analysis to complete the Contamination Screening Evaluation for all proposed alternatives, and complete the Contamination Screening Evaluation Report as described in Part 2, Chapter 22, of the PD&E Manual.

Environmental Reports

The Environmental Documents prepared by the CONSULTANT will comply with the procedures listed in the PD&E Manual, Part 1, and will also follow the format and include content described in Part 2 of the PD&E Manual. The preparation of the Environmental Documents shall be coordinated with the District Environmental Administrator or representative from the Environmental Services unit. The task of documentation includes the preparation of draft and interim reports prepared by the CONSULTANT for review and comment upon by the DEPARTMENT's Environmental Services unit prior to producing final reports and documents.

3.24 Class of Action Determination

The Class of Action for this project has been determined through the ETDM Programming Screen and is a Categorical Exclusion.

3.25 Environmental Assessment

N/A

3.26 Finding Of No Significant Impact

N/A

3.27 Draft Environmental Impact Statement

N/A

3.28 Final Environmental Impact Statement

N/A

3.29 Quality Control

Establish and implement a QA/QC plan. Also includes sub consultant review, response to comments and any resolution meetings if required, preparation of submittals for review, etc.

4.0 MISCELLANEOUS SERVICES

4.1 Contract and Project Files

Project Management efforts for complete setup and maintenance, developing monthly progress reports, schedule updates, work effort to develop and execute sub-consultant agreements etc. Progress reports shall be delivered to the DEPARTMENT in a format as prescribed by the Department and no less than 10 days prior to submission of the corresponding invoice. Judgment on whether work of sufficient quality and quantity has been accomplished will be made by the Project Manager by comparing the reported percent complete against actual work accomplished.

Within ten (10) days after the Notice to Proceed, the CONSULTANT shall provide a schedule of calendar deadlines accompanied by an anticipated payout curve. Said schedule and anticipated payout curve shall be prepared in a format prescribed by the DEPARTMENT.

4.2 Project Management Meetings and Coordination

The CONSULTANT shall meet with the DEPARTMENT as needed throughout the life of the project. It is anticipated 18 meetings will be needed. These meetings will include progress and miscellaneous review and other coordination activities with the Department.

Additional Services

4.3 Soil Survey and Geotechnical Work

Once the Notice to Proceed is given, the CONSULTANT shall submit an Investigation Plan for approval by the Project Manager and meet with the DEPARTMENT'S Geotechnical Engineer to review the project needs and FDOT requirements. The Investigation Plan shall consist of

collecting geological, geotechnical, and physiographical data. It shall include, but not limited to, collect all existing geotechnical information and soil borings from available sources, site visits, US Soil Conservation Service data, USGS quadrangle mapping, South Florida Water Management District mapping, and data available from existing PD&E, engineering, and construction projects within the study area.

Based on the results of the investigation, the CONSULTANT shall prepare a basic preliminary Boring plan to be reviewed by the District Geotechnical Engineer and approved by the Project Manager. This boring plan will have the purpose of obtaining soil information for preliminary soil and/or conceptual Geotechnical and foundation recommendations.

The CONSULTANT shall prepare two Geotechnical reports, one for structures and one for roadway. These reports shall include all the geotechnical data collected from the investigation, site visits and the preliminary borings. The reports shall also include a description of the existing surface and subsurface conditions for the several portions of the project, water conditions, existing foundations, and potential problems and conflicts foreseen in future phases and construction of the project. In addition these reports shall include conceptual recommendations for roadways, and structure foundation design as well as recommendations for more future Geotechnical studies.

4.4 Survey

The CONSULTANT shall perform survey tasks in accordance with all applicable statutes, manuals, guidelines, standards, handbooks, procedures, and current design memoranda.

The CONSULTANT shall submit all survey notes and computations to document the surveys. All field survey work shall be recorded in approved media and submitted to the DEPARTMENT. Field books submitted to the DEPARTMENT must be of an approved type. The field books shall be certified by the surveyor in responsible charge of work being performed before the final product is submitted.

The survey notes shall include documentation of decisions reached from meetings, telephone conversations or site visits. All like work (such as bench lines, reference points, etc.) shall be recorded contiguously. The DEPARTMENT may not accept field survey radial locations of section corners, platted subdivision lot and block corners, alignment control points, alignment control reference points and certified section corner references. The DEPARTMENT may instead require that these points be surveyed by true line, traverse or parallel offset.

Total station equipment used shall be compatible with FDOT Electronic Field Book processing standards. Data for review to be delivered on disk for input into FDOT Electronic Field Book software.

The surveyor shall comply at all times with applicable Federal, State, local laws and provisions and policies governing safety and health. This includes Title 29, Code of Federal regulations, Parts 1910 and 1976, Occupational Safety and Health Regulations, including confined space entry requirements for General Industry and Construction, including any subsequent revisions and updates. In order to conduct the public through the work area, full compliance with the current Department Roadway and Traffic Design Standards (600 Series), Survey Safety Handbook and current Maintenance of Traffic Training D.O.T. Topic No. 625-010-010-a is a minimum requirement.

It will be the aerial firms responsibility not the surveyors to walk the project identifying and locating any missing items and describing the items such as sanitary sewer manholes, FPL manholes etc. marking all of this information on the check plots. Then the survey sub can take those check plots and locate the missing items marked on the plots that the aerial cannot locate.

At the completion of all of the survey and aerial work it is the responsibility of the CONSULTANT to furnish to the District VI Survey Office one CD with all the surveying and mapping information (GPS, Topo, DTM, PNC, Target control XYZ etc.) with exception of Raster Images, signed in PEDDS by the Surveyor and Aerial Mapper with one hard copy of the PEDDS document.

Also, a Surveying and Mapping Report must accompany all of the above information along with an electronic copy of the report placed on the electronic information (file) supplied to the Department.

4.5 Optional Services

- Section 4(f) Statements (Task 3.7)

5.0 METHOD OF COMPENSATION

Payment for the work accomplished will be in accordance with Exhibit B of this contract. Invoices shall be submitted in quintuplicate to the DEPARTMENT, in a format prescribed by the DEPARTMENT. The DEPARTMENT'S Project Manager and the CONSULTANT shall monitor the cumulative invoiced billings to insure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the DEPARTMENT.

Following is a list of key events and the associated total percentage of work considered to be complete at each event. This list will 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.

A.	Public Involvement Plan approved.	5%
B.	Agency / Public Kick-off Meetings held	10%
C.	Alternatives Public Workshop held	45%
D.	Acceptance of draft Project Development Report & draft technical environmental documents	65%
E.	Acceptance of final Project Development Report & technical environmental documents	75%
F.	Public Hearing held	80%
G.	DEPARTMENT Acceptance of completed Project Development Summary Report	90%
H.	Submittal of permit application package.	95%
I.	Final project approval by FHWA & LDCA obtained	100%

6.0 SERVICES TO BE PERFORMED BY THE DEPARTMENT

The DEPARTMENT will provide those services and materials as set forth below:

- Project data currently on file.
- All available information in the possession of the DEPARTMENT pertaining to utility companies whose facilities may be affected by the proposed construction.
- All future information that is in possession or may come to the DEPARTMENT pertaining to subdivision plans, so that the CONSULTANT may take advantage of additional areas that can be utilized as part of the existing right-of-way.

- Process Advance Notification and all environmental and engineering documents including Permit Application Package.
- Coordinate with the State Historic Preservation Officer.
- Existing FDOT right-of-way maps.
- The DEPARTMENT will permit the CONSULTANT to utilize the DEPARTMENT'S computer facilities upon proper authorization as described in the DEPARTMENT Procedure No. 261-009. The models anticipated for use in this project are CAL3QHC2, CO FLORIDA 2004, MOBILE 6.1/6.2, and TNM 2.5.
- The DEPARTMENT will provide available FDOT crash data.

EXHIBIT "B"

COUNTY Resolution

To be attached hereto and incorporated herein once ratified by the Miami-Dade Board of County Commissioners.

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20___, by and between the State of Florida, Department of Transportation, hereinafter referred to as "FDOT", the State of Florida, Department of Financial Services, Division of Treasury, hereinafter referred to as "Treasury", and the Miami-Dade County, hereinafter referred to as the "Participant".

WITNESSETH:

WHEREAS, FDOT is currently constructing the following project:

Main Financial Project Nos.: 420934-1-22-01
County: **Miami-Dade**

hereinafter referred to as the "Project".

WHEREAS, FDOT and the Participant entered into a **Locally Funded Agreement (LFA)** dated _____, 20____, wherein FDOT agreed to perform certain work on behalf of the Participant in conjunction with the Project.

WHEREAS, the parties to this AGREEMENT mutually agreed that it would be in the best interest of the FDOT and the Participant to establish an interest-bearing escrow account to provide funds for the work performed on the Project on behalf of the Participant by the FDOT.

NOW, THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000.00) will be made by the Participant into an interest-bearing escrow account established by the FDOT for the purposes of the Project. Said escrow account will be opened with the Department of Financial Services, Division of Treasury, Bureau of Collateral Management, on behalf of the FDOT upon receipt of this Memorandum of Agreement. Such account will be an asset of the FDOT.

2. Other deposits will be made only by the Participant as necessary to cover the cost of additional work prior to the execution of any Supplemental Agreements or Amendments.

3. All deposits shall be made payable to the Department of Financial Services, Revenue Processing and mailed to the FDOT Office of Comptroller for appropriate processing at the following address:

Florida Department of Transportation
Office of Comptroller
605 Suwannee Street,
Mail Station 42B
Tallahassee, Florida 32399
ATTN: LFA Section

4. The FDOT's Comptroller or designee shall be the sole signatories on the escrow account with the Department of Financial Services and shall have sole authority to authorize withdrawals from said account.

5. Unless instructed otherwise by the parties hereto, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project as defined in the LFA.

6. The Department of Financial Services agrees to provide written confirmation of receipt of funds to the FDOT.

7. The Department of Financial Services further agrees to provide periodic reports to the FDOT.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION COMPTROLLER	STATE OF FLORIDA DEPARTMENT OF FINANCIAL SERVICES, DIVISION OF TREASURY

PARTICIPANT SIGNATURE

PARTICIPANT NAME & TITLE

PARTICIPANT ADDRESS

59-6000573
FEDERAL EMPLOYER I.D. NUMBER