

# MEMORANDUM

Agenda Item No. 8(H)(1)

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

**DATE:** July 8, 2021

**FROM:** Geri Bonzon-Keenan  
County Attorney

**SUBJECT:** Resolution approving, pursuant to section 2-9 and 2-10 of the Code, a Memorandum of Agreement between Miami-Dade County and the State of Florida Department of Transportation for improvements to State Road A1A/Collins Avenue and within County-owned property known as Haulover Park, located at 10800 Collins Avenue, Miami Beach, Florida 33154; and authorizing the County Mayor to execute same and take all actions to effectuate same and to exercise any and all rights conferred therein

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The accompanying resolution was prepared by the Parks, Recreation and Open Spaces Department and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.



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Geri Bonzon-Keenan  
County Attorney

GBK/uw

# Memorandum



**Date:** July 8, 2021

**To:** Honorable Chairman Jose “Pepe” Diaz  
and Members, Board of County Commissioners

**From:** Daniella Levine Cava  
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

**Subject:** Resolution Approving and Authorizing the Execution of a Memorandum of Agreement with the Florida Department of Transportation for Improvements to be Constructed at Haulover Park

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## **Recommendation**

It is recommended that the Board of County Commissioners approve, in accordance with sections 2-9 and 2-10 of the code of Miami-Dade County, Florida (“County Code”) and authorize the execution of a Memorandum of Agreement (“MOA”) with Florida Department of Transportation (“FDOT”) to provide for the provision by FDOT and the County of improvements to Haulover Park and State Road A1A/Collins Avenue. The MOA is included as Attachment A to the Resolution.

## **Scope**

Haulover Park is located at 10800 Collins Avenue, Miami FL, 33154 in County Commission District 4, represented by Commissioner Sally A. Heyman. Haulover Park is a regional and Heritage Park of countywide significance.

## **Fiscal Impact/Funding Source**

The approval of the MOA will have no fiscal impact to the County. FDOT has agreed to fully fund this project (using a combination of state and federal funds) for the design and construction of the improvements to State Road A1A/Collins Avenue and Haulover Park. Maintenance of improvements within the park will be part of routine maintenance and operations of Haulover Park and will not result in additional costs to the County.

## **Track Record/Monitor**

The Parks, Recreation and Open Spaces Department’s Planning Landscape Architect II, Jessica Blackwell, will monitor performance of the MOA by the County and FDOT.

## **Delegated Authority**

This item delegates to the County Mayor or Mayor’s Designee the authority to execute the MOA for and behalf of Miami-Dade County, to exercise all provisions contained therein, and to take all actions necessary to effectuate same.

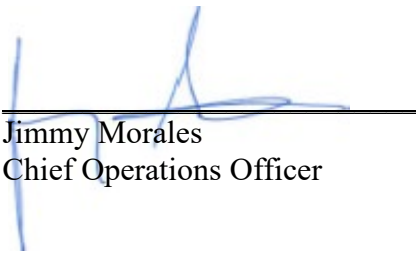
## **Background**

Sections 2-9 and 2-10 of the County Code provide that the County may enter into agreements with other governmental entities, for any function or service which the County is authorized or directed to perform under the Florida Constitution, the Home Rule Charter, or any ordinance adopted by the Board. The State of Florida Department of Transportation (FDOT) desires to improve State Route A1A/Collins Avenue through Haulover Park via Roadway Project Identification No. 430949-2 in Miami-Dade County. The project includes repaving of the roadway, upgrading pedestrian curb ramps, signing and pavement markings, improving pedestrian crosswalks and signals, and enhancing sidewalks, to provide for continued pedestrian and vehicular traffic flow and safety along

Honorable Chairman Jose “Pepe” Diaz  
and Members, Board of County Commissioners

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State Route A1A/Collins Avenue. As part of the roadway project, FDOT has agreed to provide for enhancements to Haulover Park that will significantly benefit park patrons. The MOA provides that FDOT will include as part of the roadway improvement project the widening of State Route A1A/Collins Avenue to create dedicated turning lanes into Haulover Park, enhancements to park entrances, installation of a new signalized intersection, and creation of a shared use recreational path within the Park, all to improve access to and mobility within Haulover Park. The proposed improvements by FDOT would not impair the County’s ability to access, operate and maintain Haulover Park, nor will they adversely impact the park’s aesthetics (in accordance with Resolution No. R-504-15). The proposed improvements by FDOT will provide a benefit to the County and Haulover Park patrons.



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Jimmy Morales  
Chief Operations Officer



**MEMORANDUM**  
(Revised)

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

**DATE:** July 8, 2021

**FROM:**   
Gen Bonzon-Keenan  
County Attorney

**SUBJECT:** Agenda Item No. 8(H)(1)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- 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. 8(H)(1)  
7-8-21

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING, PURSUANT TO SECTION 2-9 AND 2-10 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA, A MEMORANDUM OF AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS TO STATE ROAD A1A/COLLINS AVENUE AND WITHIN COUNTY-OWNED PROPERTY KNOWN AS HAULOVER PARK, LOCATED AT 10800 COLLINS AVENUE, MIAMI BEACH, FLORIDA 33154; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND TAKE ALL ACTIONS TO EFFECTUATE SAME AND TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN

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

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

**Section 1.** This Board adopts the foregoing recital as if fully set forth herein.

**Section 2.** This Board approves, pursuant to sections 2-9 and 2-10 of the Code of Miami-Dade County, Florida, the Memorandum of Agreement between Miami-Dade County and the Florida Department of Transportation ("MOA") for installation and maintenance of improvements within Haulover Park, in substantially the form attached hereto as Attachment A, and made a part hereof.

**Section 3.** This Board authorizes the County Mayor or County Mayor's designee to execute the MOA for and behalf of Miami-Dade County, to exercise all provisions contained therein, and to take all actions necessary to effectuate same.

The foregoing resolution was offered by Commissioner \_\_\_\_\_,  
who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_  
and upon being put to a vote, the vote was as follows:

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 8<sup>th</sup> day of July, 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.

MJS

Melanie J. Spencer

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

THIS MEMORANDUM OF AGREEMENT (“MOA for Construction and Maintenance Agreement”) is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (the “Department”) and MIAMI-DADE COUNTY (“County”), together referred to as the “Parties.”

**RECITALS**

WHEREAS the Department is undertaking roadway resurfacing Project FPID# 430949-2-52-01 (the “Project”) on SR A1A/Collins Avenue, from north of Haulover Inlet to south of Bayview Drive (the “Project Limits”), through the County’s Haulover Park (the “Park”); and

WHEREAS, the “Project Improvements” include, but may not be limited to, milling and resurfacing of the roadway, a new signalized intersection, pedestrian improvements, and bicyclist improvements, to be installed by the Department, at its sole cost and expense, within the Department right of way; and shared use recreational improvements and access improvements to the Park entrances, to be installed by the Department, at its sole cost and expense, more specifically within the County-owned Haulover Park (the “Haulover Improvements”); and

WHEREAS, the Department and the County have the common goal of providing the Haulover Improvements to the general public, and the County is agreeable to the Department accessing the County property for purposes of completing the Project Improvements and the Haulover Improvements; and

WHEREAS, upon completion of the Project Improvements and the Haulover Improvements (as specified in **Exhibit A: Department’s Typical Section for the Project**, and **Exhibit B: Conceptual Plans for Project Improvements and Haulover Improvements**), the County will assume the maintenance and preservation of certain improvements (as specified in **Exhibit C: County Maintenance of Project Improvements and Haulover Improvements**) thereof, both within the Department’s right of way and the County’s property, at the County’s sole cost and expense, the specifics of which are set forth in this MOA and the exhibits hereto; and

WHEREAS, upon completion of the Project Improvements and the Haulover Improvements, the Department shall assume the maintenance responsibilities for certain Project Improvements located within County property, at the Department’s sole cost and expenses, the specifics of which are set forth in **Exhibit D: Department Maintenance of Certain Improvements within County Property** attached hereto;

WHEREAS, separate and apart from the Department’s Project, the County is undertaking a project to modify existing Park entrances connecting directly to SR A1A (the “County’s Park Improvements”) and has secured funding for that project; and

WHEREAS, the County will complete construction of the aforementioned County’s Park Improvements, prior to the Project’s begin construction date, within the County’s Haulover Park boundaries necessary for the Park entrance connections to be operational at the completion of the Department’s Project; and

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

**1. Project Improvements**

The Department's "Project Improvements" on the SR A1A right of way include, but may not be limited to:

- Roadway milling and resurfacing
- Lane width reduction from 12 feet to 11 feet
- Widening the raised median to 22 feet (typical)
- Buffered marked shoulders (for bicycle use)
- Replacement of light poles along the corridor with new light poles compliant with applicable sea turtle protection ordinances
- Installation of new signalized intersection
- Installation of trail wayfinding and furnish and installation of traffic control signage
- Removal of pavement at decommissioned entrance to the park
- Restoration of all park areas and park improvements impacted by the construction of the Project
- Installation and establishment of turf grasses, up to end of construction per the Standard Specifications requirements
- Relocation of coconut trees impacted by the Project Improvements and Haulover Improvements

**2. Haulover Improvements**

The parties agree that the Department has committed to complete, as part of the "Project Improvements", the "Haulover Improvements" on the County's property; such improvements include, but may not be limited to:

- Improvements to several Park entrances, including modification of vehicular Park egress and ingress lanes, Americans with Disabilities Act (ADA) accessible pedestrian sidewalks and crosswalk connections, and associated infrastructure
- Construction of an eight-foot-wide, multi-use asphalt path for ADA accessible use by pedestrians and bicyclists (the "Shared Use Path"), with centerline striping, signage, and other design considerations
  - Regulatory signing and pavement markings for the Shared Use Path shall be in accordance with Manual on Uniform Traffic Control Devices (MUTCD), to be fabricated and installed by FDOT



- Park wayfinding signage for the Shared Use Path shall be fabricated by the County in accordance with the County design cut sheets and delivered to the Park's maintenance building for pickup and installation by the Department
- Six-foot wide sidewalk segments along the west side of SR A1A
- Installation of County standard park perimeter wooden fence and gates along the east side of SR A1A within the Project Limits
- As indicated in the final Landscape Disposition Plan for the Project, FDOT will be removing or relocating existing plants and landscaping within the park:
  - Removal of invasive plants, as needed when in conflict with the Haulover Improvements
  - Replacement of sod grass, as needed when impacted by the Haulover Improvements
  - Relocation of coconut trees impacted by the construction within County property, within 15'-20' radius of existing tree location, in coordination with the County to determine suitable locations for relocation within Haulover Park
- Installation of underground, electrical conduit(s) and conductor(s) up to the service points as well as a pull box with its associated concrete apron adjacent to the FPL service point), as needed to feed electrical utility to SR A1A street lighting, pedestrian lighting, and traffic signals
- Restoration of all park areas and park improvements impacted by the construction of the Project
- Installation and establishment of turf grasses and landscaping materials, per the Florida Department of Transportation Standard Specifications (Standard Specifications) for Road and Bridge Construction, incorporated herein by reference

### **3. County's Park Improvements**

- a. The County shall be responsible for the construction of all the County's Park Improvements necessary for the Haulover Park entrance connections to be operational.
- b. The County shall bear all financial responsibility relating to the County's Park Improvements.
- c. The County shall complete the construction at the park entrances as a part of the County's boat launch capital improvement project by May 1, 2022, and the work areas for the Department's project within the Park, as per the Department's Project's contract plans, will be fully available to the Department's Contractor (as defined in the Department's Standard Specifications) for the duration of the Department's Project. If during the Department's construction of the Project any damages occur to the County's newly constructed park entrance project, the Department shall fully restore the damages, and resolve any impacts.

**4. Project Conceptual Plans and Plans Review Process**

- a. A depiction of the Department's typical section for the Project, including the Haulover Improvements, is attached hereto as **Exhibit A: Department's Typical Section for the Project**.
- b. Concept plans for the Project Improvements and the Haulover Improvements, are attached hereto as **Exhibit B: Conceptual Plans for Project Improvements and Haulover Improvements**.
- c. The Department shall submit the Project Design Plans ("Plans") to the County for proprietary review and approval of the Haulover Improvements as the property owner. Such review and approval shall not be considered approval from the County acting in its regulatory capacity. The Plans submittal shall be done via email and ERC (Electronic Review Comments), at 100% design phase. The Department shall provide the County access to the ERC, and the Department shall use the ERC to submit the Plans for the County to review and notify the County by email when the Plans are available for review. Additionally, the Department shall send the Plans to the County via email upon request by the County, in case of any potential login issues within ERC system. When the Department places the Plans in the ERC, the Department will designate a Comment Due Date with a minimum of 21 calendar days for County review, and a Response Due Date within a minimum of 28 calendar days. The County shall submit its comments with regards to the Plans on or before the Comment Due Date, and the Department shall respond to the County's comments, if any, on or before the Response Due Date.
- d. If further coordination for comment resolution is required, the Department shall host a meeting with the County to discuss and address the comment.
- e. Upon Department's resolution of the comments from the County provided on the 100% plans, a revised set of the Plans shall be submitted to the County for final review, "Plans Complete".
- f. The Plans Complete shall be deemed approved by the County, upon the Department's receipt of the written approval of the Plans Complete from the County. The County shall have 10 business days for review of Plans Complete for implementation of prior 100% Plans Comments. The Department will send a follow-up email 5 business days prior to the comment deadline. No comments upon completion of the 10 business days constitutes concurrence.

**5. Financial Responsibility for Maintenance of Project Improvements and Haulover Improvements**

- a. The County shall not bear any financial responsibility for the design, construction and permitting of the Project Improvements and Haulover Improvements.
- b. The County shall bear all financial responsibility for the maintenance of the Haulover Improvements, as specified in **Exhibit C: County Maintenance of Project Improvements and Haulover Improvements**.

- c. The Department shall bear all financial responsibility for the maintenance of the Project Improvements, as specified in **Exhibit D: Department Maintenance of Certain Improvements within County Property**.
- d. The Department shall bear all financial responsibility for the maintenance of the Project Improvements relating to the Project Improvements made by the Department within the utility easement areas and right of way easement areas.

## **6. Force Majeure**

- a. Notwithstanding anything to the contrary contained herein, if either party shall be delayed in the performance of any obligation hereunder as a result of an event of Force Majeure (as hereinafter defined), then the time for performance of such party's obligation shall be extended for such a reasonable period of time as may be required by such event of Force Majeure. Although Force Majeure is hereby deemed a reasonable cause for the aforementioned performance extension, it will not, in any way, determine the Department's schedule nor how the Department sees fit to continue following its schedule.
- b. For purposes hereof, the term "Force Majeure Event" means the occurrence of any of the following events that results in a party's inability to perform its obligations under this Contract or a delay in the performance of such obligations: (a) act of the public enemy, any pandemic or quarantine restrictions related thereto, insurrection, hostilities, certified acts of terrorism as defined by the Terrorism Risk Insurance Act or any substantially similar law then in effect, riots, or revolutions or civil commotions; (b) strikes, lock-outs, or labor controversies; (c) freight embargoes, wide-spread and significant shortages of fuel, power, labor, materials or parts for which there is no other alternative; (d) national or local emergencies; (e) epidemic, fire, wind, hurricanes, earthquake, unusually severe weather, or flood; (f) any act of God; or (g) any court orders, injunctions, temporary restraining orders, or other legal decisions directly and materially affecting, limiting, restricting or prohibiting the Project Improvements or any portion thereof.

## **7. Construction**

- a. The Department shall host a pre-construction meeting with the County Park's staff, to be held well in advance of any mobilization, and a Notice to Occupy the Site shall be issued to the County, notifying the County at least 10 business days before beginning construction within the County's property.
- b. The Department shall coordinate with the County Parks' staff at weekly or biweekly coordination meetings during the construction phase of the project. County and Department staff shall meet weekly during construction work at park entrances and biweekly during construction in other areas of the project limits, or on a need-be basis. The MOT plan may require revision from time to time during the course of construction as it relates to the Park entrances.

- c. The Department shall maintain vehicular and pedestrian access to the park during project construction.
- d. In the case of any interruption in service connections, the Department will notify the County and the Utility Agency/Owner that the interruption took place and shall coordinate to expedite the restoration of service.
- e. The Department agrees that the County may, during the construction of the Haulover Improvements within the County's property, inspect the Contractor's construction site.
- f. The County shall not commit nor permit any act which may unreasonably delay or unnecessarily interfere with the performance of any such work by the Department or the Department's Contractors, unless the Department agrees in writing that the County may commit or permit said act.

**8. Utility Relocations and Encroachments**

- a. The County agrees, within the limits of the County's ability, to coordinate with the Department and with utility providers in the design and relocation of utilities that are located within the County's property within the Project limits. Utility relocations caused by conflicts with the Project Plans, if any, which may be required by the Department for purposes of the Project, shall be done in accordance with the provisions of Chapter 337, F.S. and all other applicable standards.
- b. Additionally, the County agrees to coordinate with the Department in the removal of encroachments, or relocation of permitted improvements located within the County's property, within the Project limits, that may be in conflict with the Project. The Department agrees to fully coordinate with the County to identify encroachments or permitted improvements located on the County property, within the Project Limits, which may be in conflict with the Project. The County and the Department shall mutually agree on any proposed action and responsible party concerning existing permitted improvements identified to be in conflict with the Project. The County shall determine the new location for such improvements to be relocated.
- c. The County shall expedite the resolution of any unforeseen conflicts to reduce impacts to the Department's schedule.

**9. Permits**

- a. The County, as property owner, agrees to provide the necessary access to the Department, or its Contractor, for access to the Park site.
- b. The County agrees to coordinate with FPL regarding the process for utility work within County property, as part of the Project Improvements within County Property.

**10. Easements Granted from County to Department**

On January 20, 2021, the Board of County Commissioners approved via Resolution R-21-21, easements in favor of the Department in support of the Project.

- a. Utility Easements: Easements for the electrical utility connections to pre-approved Florida Power and Light (FPL) electrical service points for the purpose of powering signalized intersections and the proposed lighting within the Project Limits. The terms of such perpetual easements are set forth in the attached **Exhibit E: Utility Easement**.
- b. Right of Way Easements: Easements for the right of way areas needed to complete the Park entrance improvements. The terms of such perpetual easements are set forth in the attached **Exhibit F: Right of Way Easement**.

#### **11. Ownership of Haulover Improvements**

The parties acknowledge and agree that the property is owned by the County, and upon completion of the Haulover Improvements, will be property of the County.

#### **12. Project Completion Review, Acceptance, and Warranties of Project Improvements**

- a. The County shall be invited by the Department to the 90% Construction Completion Walkthrough. The County shall provide comments to the Department based on site walkthrough for the Project punchlist.
- b. Prior to final acceptance by the General Contractor, the Department shall schedule a walkthrough with the County to confirm all punchlist items were completed.
- c. Prior to issuance of the Notice of Final Acceptance to the Contractor, the Department shall invite the County to perform a site review of the improvements within County property prior to acceptance. Upon issuance of the Notice of Final Acceptance to the Contractor, the Department shall provide a copy of said notice to the County.
- d. As of the date of the Notice of Final Acceptance, the County shall be immediately responsible for the County maintained improvements pursuant to **Exhibit C: County Maintenance of Project Improvements and Haulover Improvements**.
- e. Although the Department shall not provide warranties to the County, the Department does have a 3-year warranty for asphalt from the Contractor per Section 338 of the Standard Specifications. Should pavement distress exceed thresholds values per the Standard Specifications, the Contractor will be responsible to perform all remedial work, including the pavement for the shared-use path. The County shall contact the Department with any requests for warranty work within the warranty periods.

#### **13. Department's Performance Obligations and Expenditures**

- a. The Department's performance and obligations under this Agreement are contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. Project costs utilizing fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received.

- b. In the event that this MOA contemplates Department expenditures in excess of \$25,000, and the agreement has a term for a period of more than one year, the provisions of Section §339.135(6)(a), Florida Statutes, are hereby incorporated into this agreement and are as follows:

The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during any such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year.

**14. Indemnification and Bond**

- a. The Department shall require from the Department's Contractor to add the County as an Additional Insured via a modified special provision (MSP) in the Contract's Specifications Package.
- b. The Department shall require its Project construction contractor to provide a contract bond in accordance with Section 3-5 of the "Florida Department of Transportation Standard Specifications For Road and Bridge Construction" applicable to the construction contract.

**15. Mutual Exclusivity from Other Agreements**

No term or provision of this agreement shall be interpreted to modify or change the Parties' previous obligations under any other agreement.

**16. Execution of this Agreement**

This MOA may be executed in counterparts, and when taken together, the same shall constitute a binding agreement on all Parties. A photocopy or facsimile copy of this MOA and any signatory hereon shall be considered for all purposes as an original.

**17. Effective Date and Term of this Agreement**

- a. This agreement shall become effective as of the date that both parties have executed this agreement and

- b. In order to ensure that transportation facilities developed using Federal funds continue to operate safely with no loss of function during their useful life, Federal law requires that they be properly maintained for the useful life of the project (23 CFR 1.27 and 23 USC 116). The Agreement shall continue in full force and effect for a period spanning the useful life of the Haulover Improvements.
- c. Terms and Conditions of this Agreement related to the improvements located within the easement areas of the park shall be in effect in accordance with the recorded easement.

#### **18. Modification and Amendment**

Any modification and amendment of any of the provisions of this Agreement shall be by mutual consent, effective only if made in writing and executed subsequent to approval of the modified Agreement by the Board of County Commissioners.

#### **19. Drafting of this Agreement**

All parties will be deemed to have equally participated in the drafting of this agreement; therefore, no term or provision of this Agreement shall be interpreted for or against any party simply because such party's legal counsel may have drafted a particular provision.

#### **20. Governing Law**

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

#### **21. Entire Agreement**

It is mutually acknowledged and agreed by the parties hereto that this Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement.

#### **22. Assignment**

Neither the Department nor the County may at any time assign their rights or obligations under this Agreement without prior written consent of the other party.

#### **23. Sovereign Rights**

The County retains all of its sovereign prerogatives and rights as a county under State law with respect to the planning, design, construction, development and operation of the Park. It is expressly understood that notwithstanding any provisions of this Agreement and the County's status thereunder: (A) The County retains all of its sovereign prerogatives and rights and regulatory authority (quasi-judicial or otherwise) as a county under State law and shall in no way be stopped from withholding or refusing to issue any approvals of applications for building, zoning, planning, environmental, or development under present or

future laws and regulations whatever nature of general applicability which is applicable to the planning, design, construction and development of the Park, or the operation thereof, or be liable for the same, including any approvals needed under zoning hearings; and (B) the County shall not, by virtue of this Agreement, be obligated to grant the Department any approvals of applications for building, zoning, planning, environmental, or development under present or future laws and ordinances of whatever nature of general applicability which is applicable to the planning, design, construction, development and/or operation of the Project Improvements; and (C) notwithstanding and prevailing over any contrary provision in this Agreement, nothing contained in this Agreement shall bind the Board of County Commissioners, the County's Regulatory and Economic Resources (RER) department, or any other County, Federal or State department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the County or other applicable governmental agencies in the exercise of its police power.

#### **24. Inspector General and Independent Private Sector Inspector General**

- a. The County's Inspector General and any independent private sector inspector general ("IPSIG") retained, exercising any powers afforded under this Agreement or applicable law, shall have the right to examine all documents and records in the Department's possession, custody or control which, in their reasonable judgment, pertain to the project design and performance of construction matters under this Agreement, including but not limited to, original estimate files; change order estimate files; worksheets; proposals and agreements from and with subcontractors and suppliers; all project related correspondence, memoranda, instructions, financial documents, construction documents, bid and contract documents; back-charge documents; documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received; payroll and personnel records; and supporting documentation for the aforesaid documents and records. Upon written notice to the Department from the Inspector General or an IPSIG retained by the Inspector General, the Department shall make all requested records and documents available to the Inspector General or the IPSIG for inspection and copying. The Inspector General and the IPSIG shall have the right to inspect and copy all documents and records in the Department's possession, custody or control which, in the Inspector General's or the IPSIG's sole judgment, pertain to performance of the agreement.
- b. Nothing in this Section shall impair any independent right that the Department may grant to the County to conduct audit or investigative activities. The provisions in this Section are neither intended nor shall they be construed to impose any liability on the County, the Department, or third parties.

#### **25. Notices**

All notices given pursuant to this Agreement shall be in writing and shall be given by certified or registered United States mail, postage or delivery charge prepaid, return receipt requested, by personal delivery or by nationally recognized overnight express delivery service (such as FedEx) addressed to the person and address designated below:



DEPARTMENT: Notices to be sent to Department:  
Florida Department of Transportation- District 6  
Adam Leigh Cann Building  
1000 N.W. 111th Avenue  
Miami, Florida 33172  
Attn: Director of Transportation Development

COUNTY: Notices to be sent to County, through PROS:  
Miami-Dade County  
Parks, Recreation and Open Spaces Department  
275 NW 2<sup>nd</sup> Street, 5<sup>th</sup> Floor  
Miami, Florida 33128  
Attn: Director Maria I. Nardi

IN WITNESS WHEREOF the undersigned have signed and sealed this Agreement, causing this Agreement to officially be executed on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

STATE OF FLORIDA DEPARTMENT  
OF TRANSPORTATION

MIAMI-DADE COUNTY

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legality:

Approved as to form and legality:

Department Legal Review:

County Legal Review:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

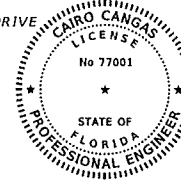
**EXHIBIT A: DEPARTMENT'S TYPICAL  
SECTION FOR THE PROJECT**

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

CONTRACT PLANS

FINANCIAL PROJECT ID 430949-2-52-01  
MIAMI-DADE COUNTY (87060)  
STATE ROAD NO. A1A (COLLINS AVENUE)  
RRR PROJECT FROM NORTH OF HAULOVER INLET TO SOUTH OF BAYVIEW DRIVE

APPROVED BY:



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY  
**Cairo Cangas**  
2019.12.13 16:45:25 -05'00'  
ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.  
A.D.A. ENGINEERING, INC.  
8550 NW 33RD STREET, SUITE 202  
DORAL, FLORIDA 33122  
CERTIFICATE OF AUTHORIZATION: 3212  
CAIRO CANGAS, P.E. NO. 77001

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

TYPICAL SECTION PACKAGE

SHEET NO.	SHEET DESCRIPTION
01	COVER SHEET
02	TYPICAL SECTION NO. 01
03	TYPICAL SECTION NO. 02
04	TYPICAL SECTION NO. 03
05	TYPICAL SECTION NO. 04
06	TYPICAL SECTION NO. 05

TYPICAL SECTION CONCURRENCE

**Daniel Iglesias**  
2019.12.20 14:21:16 - 05'00'

FDOT DISTRICT DESIGN ENGINEER

FDOT DISTRICT STRUCTURES DESIGN ENGINEER

DESIGN SPEED AND POSTED SPEED CONCURRENCE:

Digitally signed by: Omar M Meitin  
Date: 2020.01.24 11:29:11 -05'00'

FDOT DISTRICT TRAFFIC OPERATIONS ENGINEER

**Daniel Iglesias**  
2019.12.20 14:21:29 - 05'00'

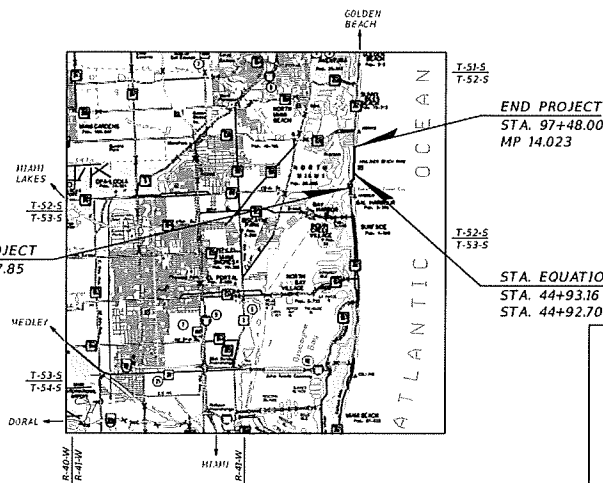
FDOT DISTRICT DESIGN ENGINEER

CONTEXT CLASSIFICATION CONCURRENCE:

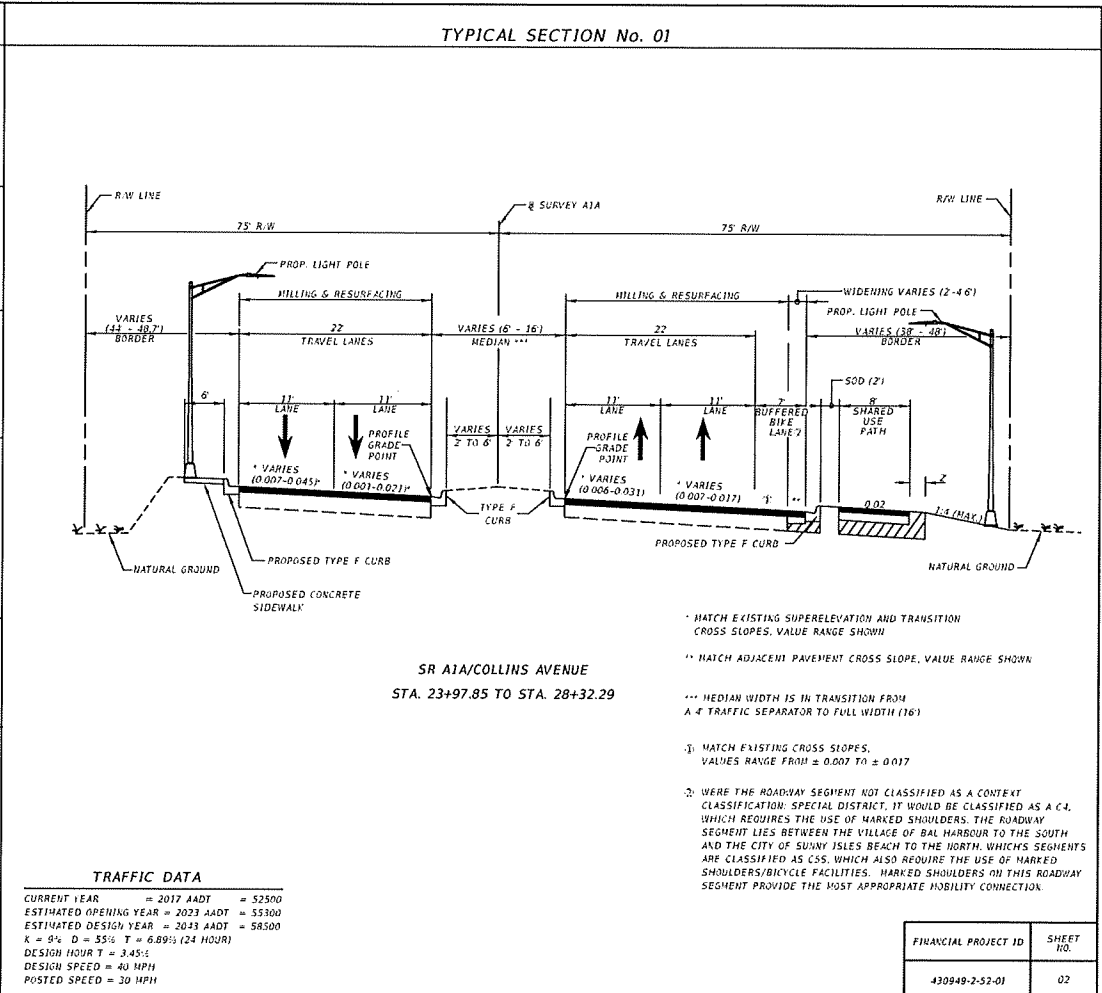
**Dat T Huynh**  
Digitally signed by Dat T Huynh  
Date: 2019.12.19 10:03:53 -05'00'

FDOT DISTRICT INTERMODAL SYSTEM DEVELOPMENT MANAGER

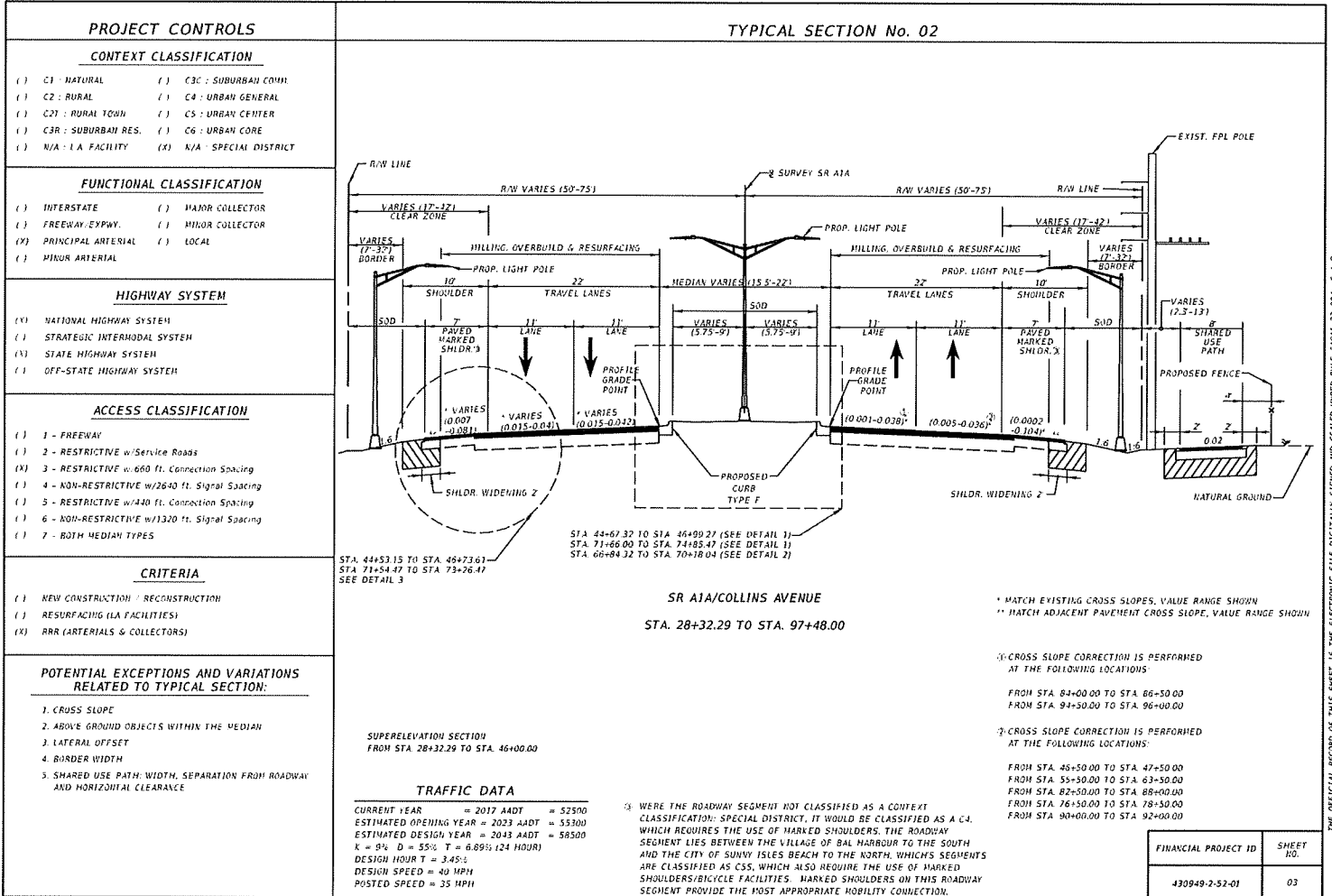
SHEET NO.
01

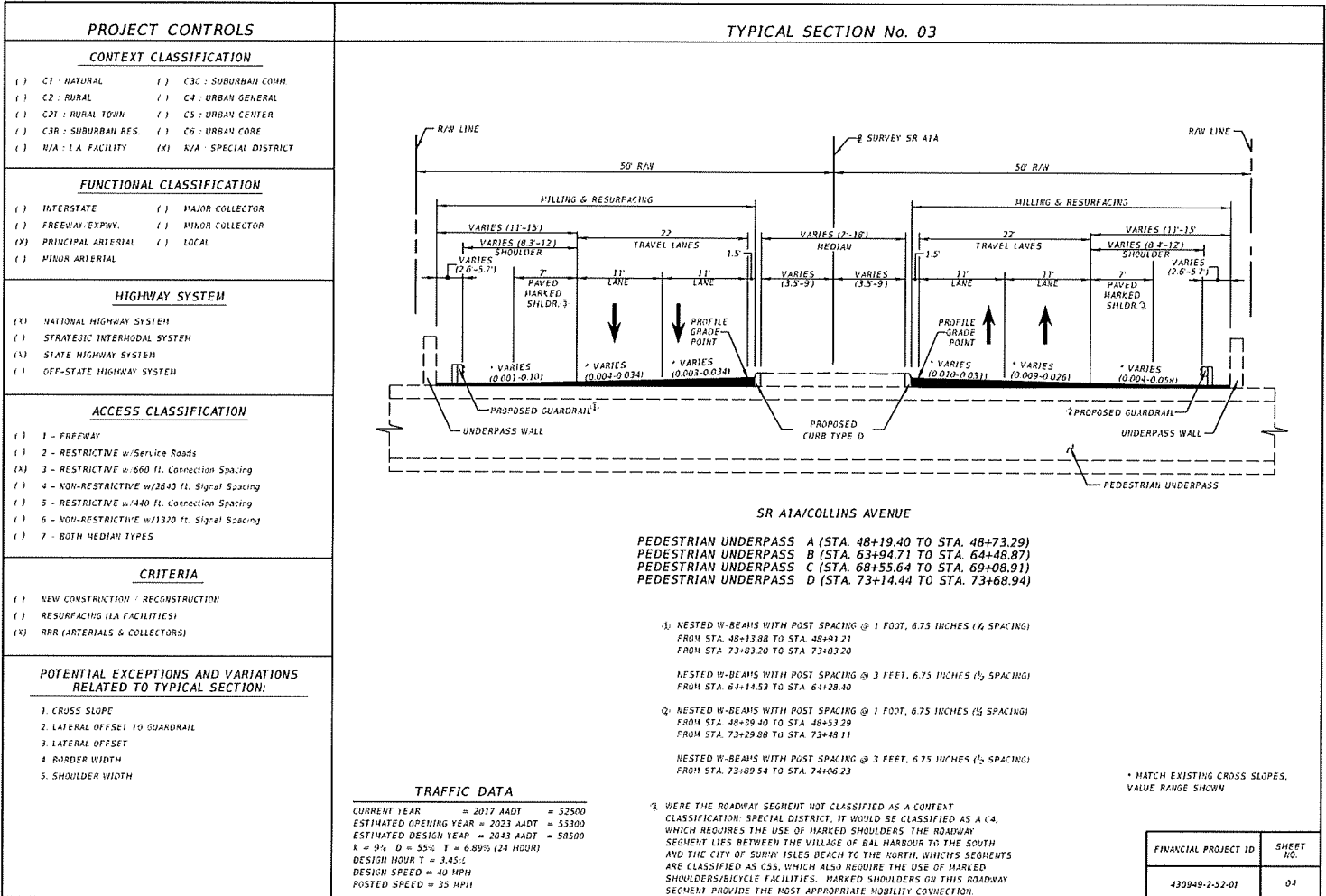


<b>PROJECT CONTROLS</b>	
<b>CONTEXT CLASSIFICATION</b>	
( ) C1 : NATURAL	( ) C3C : SUBURBAN COMM
( ) C2 : RURAL	( ) C4 : URBAN GENERAL
( ) C2T : RURAL TOWN	( ) C5 : URBAN CENTER
( ) C3R : SUBURBAN RES.	( ) C6 : URBAN CORE
( ) N/A : LA FACILITY	(X) N/A : SPECIAL DISTRICT
<b>FUNCTIONAL CLASSIFICATION</b>	
( ) INTERSTATE	( ) MAJOR COLLECTOR
( ) FREEWAY/EXPWY.	( ) MINOR COLLECTOR
(X) PRINCIPAL ARTERIAL	( ) LOCAL
( ) MINOR ARTERIAL	
<b>HIGHWAY SYSTEM</b>	
(X) NATIONAL HIGHWAY SYSTEM	
( ) STRATEGIC INTERMODAL SYSTEM	
(X) STATE HIGHWAY SYSTEM	
( ) OFF-STATE HIGHWAY SYSTEM	
<b>ACCESS CLASSIFICATION</b>	
( ) 1 - FREEWAY	
( ) 2 - RESTRICTIVE w/Service Roads	
(X) 3 - RESTRICTIVE w/.660 ft. Connection Spacing	
( ) 4 - NON-RESTRICTIVE w/2640 ft. Signal Spacing	
( ) 5 - RESTRICTIVE w/440 ft. Connection Spacing	
( ) 6 - NON-RESTRICTIVE w/1320 ft. Signal Spacing	
( ) 7 - BOTH MEDIAN TYPES	
<b>CRITERIA</b>	
( ) NEW CONSTRUCTION - RECONSTRUCTION	
( ) RESURFACING (LA FACILITIES)	
(X) RRR (ARTERIALS & COLLECTORS)	
<b>POTENTIAL EXCEPTIONS AND VARIATIONS RELATED TO TYPICAL SECTION:</b>	
1. BICYCLE FACILITY	
2. SHARED USE PATH: WIDTH, SEPARATION FROM ROADWAY AND HORIZONTAL CLEARANCE	

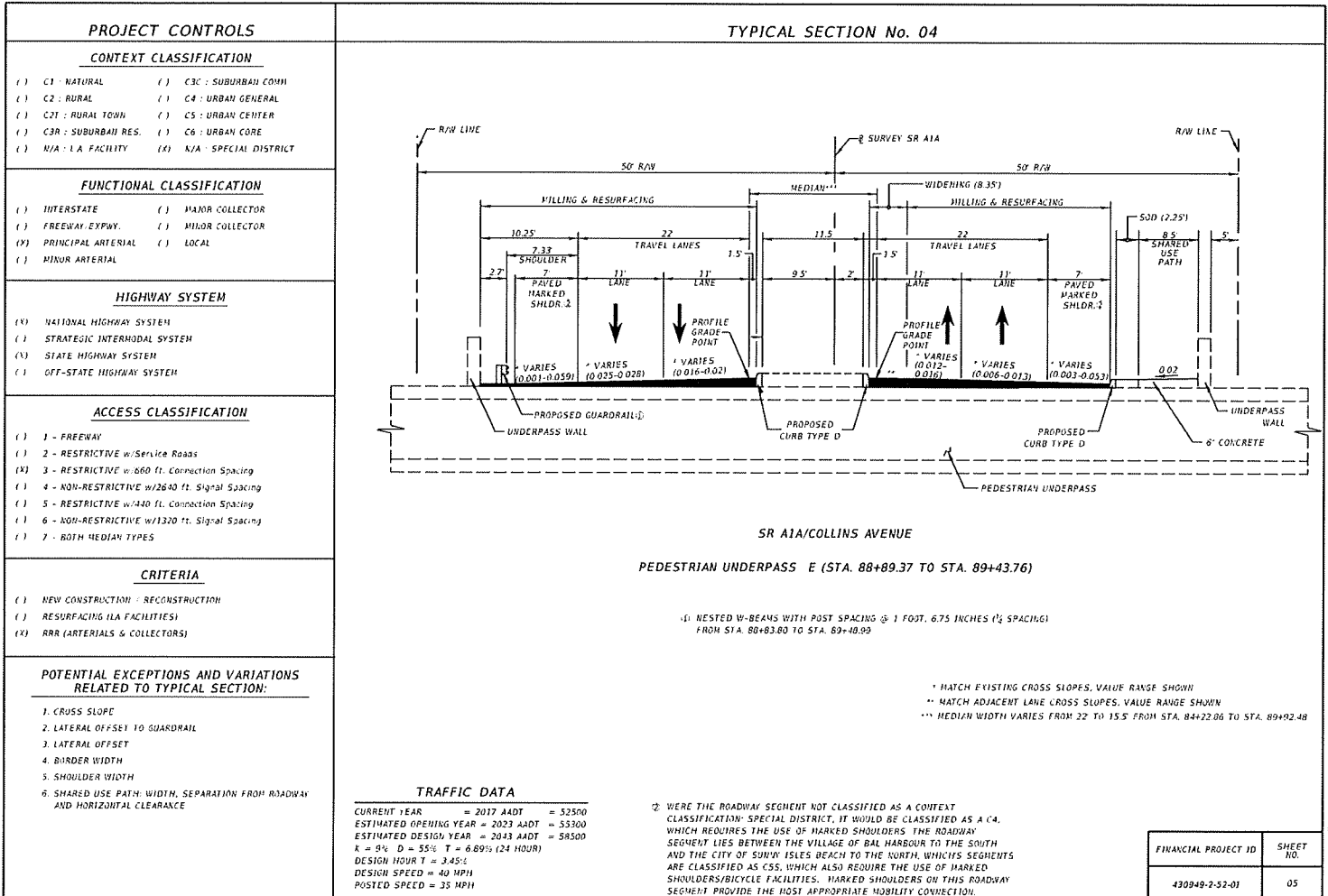


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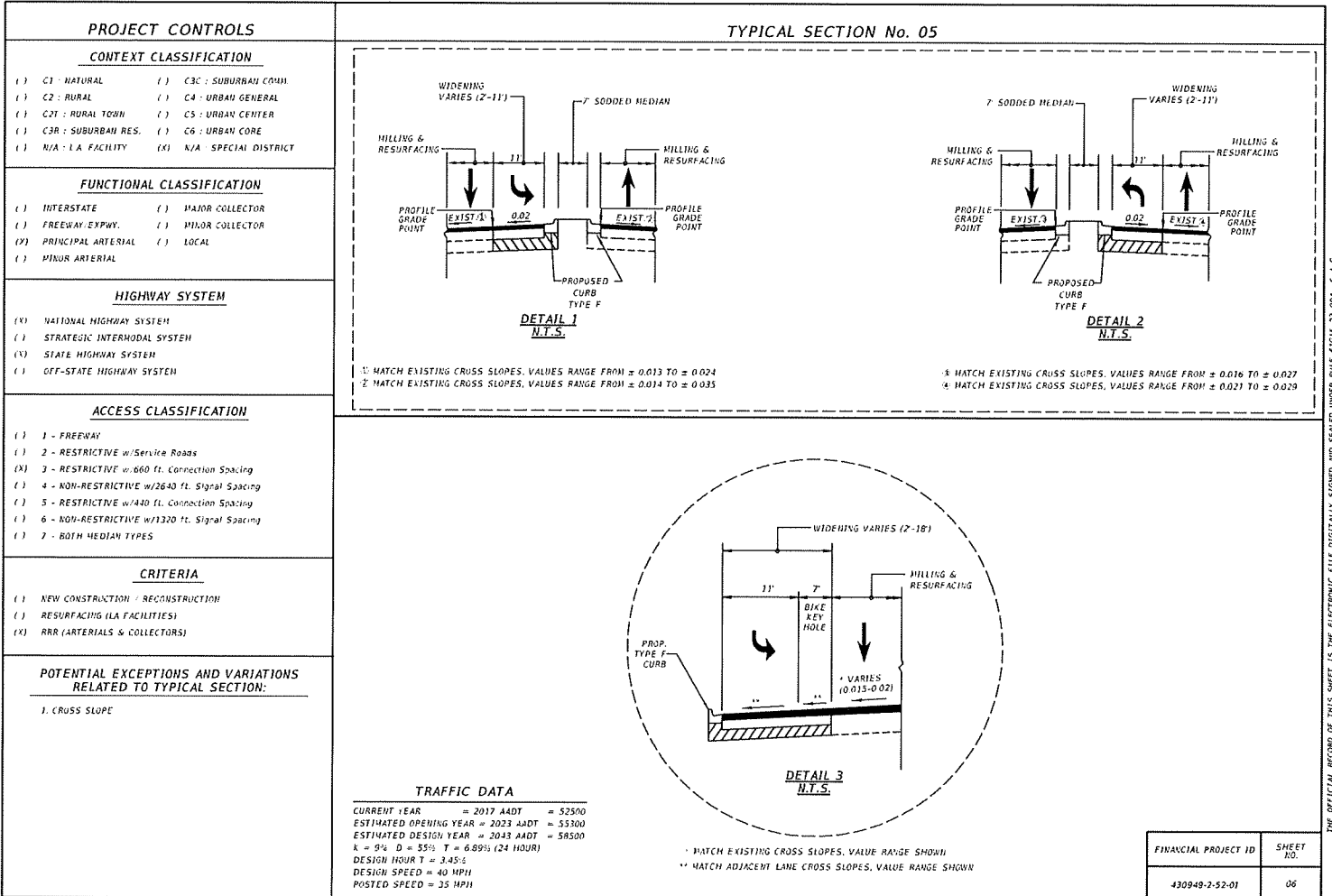




THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 6104.23 BY: P. A. C.



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61016-23 DMF, F.A.C.



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61016-33 ORCA, F. A. C.

12/13/2016 4:37:21 PM



**EXHIBIT B: CONCEPTUAL PLANS FOR PROJECT  
IMPROVEMENTS AND HAULOVER IMPROVEMENTS**

**CONTRACT PLANS COMPONENTS**

ROADWAY PLANS  
SIGNING AND PAVEMENT MARKING PLANS  
SIGNALIZATION PLANS  
LIGHTING PLANS

**INDEX OF ROADWAY PLANS**

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
1A	NOTES TO REVIEWER
2	SIGNATURE SHEET
3 - 5	SUMMARY OF PAY ITEMS
6 - 11	DRAINAGE MAP (PROPOSED CONDITIONS)
12 - 18	TYPICAL SECTION
19 - 20	SUMMARY OF DRAINAGE STRUCTURES
21 - 22	OPTIONAL PIPE MATERIAL
23	CURVE DATA
24 - 28	PROJECT CONTROL
29	GENERAL NOTES
30 - 46	ROADWAY PLAN
47	TRAFFIC MONITORING SITE
48 - 49	SPECIAL PROFILE
50	INTERSECTION PROFILES
51 - 56	DRAINAGE STRUCTURES
57 - 58	DRAINAGE DETAILS
59 - 60	SPECIAL DETAILS
61 - 76	CROSS SECTION
77 - 78	STORMWATER POLLUTION PREVENTION PLAN
79 - 86	TEMPORARY TRAFFIC CONTROL PLAN
50-1 - 50-33	SUMMARY OF QUANTITIES

DEVELOPMENTAL STANDARD PLANS:  
DS28-001 DIRECTIONAL INDICATOR

\* These sheets are included in the Index of Roadway Plans only to indicate that they are part of the Roadway Plans. These sheets are contained in a separate digitally signed and sealed document.

**GOVERNING STANDARD PLANS:**

Florida Department of Transportation, FY2020-21 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs)

Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fltdot.gov/design/standardplans>

**GOVERNING STANDARD SPECIFICATIONS:**

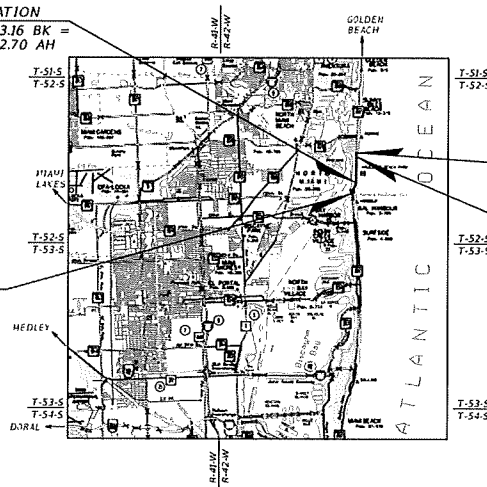
Florida Department of Transportation, JANUARY 2020 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fltdot.gov/programmanagement/Implemented/SpecBooks>

STATE OF FLORIDA  
**DEPARTMENT OF TRANSPORTATION**

**CONTRACT PLANS**

FINANCIAL PROJECT ID 430949-2-52-01  
MIAMI-DADE COUNTY (87060)  
STATE ROAD NO. A1A (COLLINS AVENUE)  
FROM NORTH OF HAULOVER INLET TO SOUTH OF BAYVIEW DRIVE

STA. EQUATION  
STA. 44+93.16 BK =  
STA. 44+92.70 AH

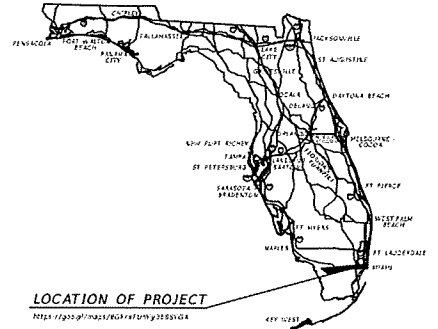


BEGIN PROJECT  
STA. 23+97.85  
MP 12.631

END PROJECT  
STA. 00+04.20  
MP 14.024

STA. EQUATION  
STA. 97+49.13 BK =  
STA. 00+00.00 AH

LOCATION OF PROJECT



ROADWAY PLANS  
ENGINEER OF RECORD:  
CAIRO CANGAS, P.E.  
P.E. NO: 37501  
A.D.A. ENGINEERING, INC.  
8550 NW 33 STREET, SUITE 202  
DORAL FLORIDA 33122  
PHONE (305) 551-8608 FAX (305) 551-8977  
WWW.ADAEINC.NET  
CONTRACT NO: C-A127  
VENDOR NO: VF-58-206-4198

90% PLANS SUBMITTAL  
OCTOBER 2020

FDOT PROJECT MANAGER:  
IVETTE FUNTANELLAS, P.E.

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
E6N04	22	1

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**GENERAL**

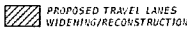
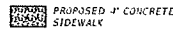

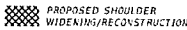
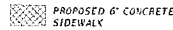

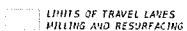
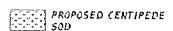

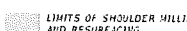
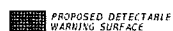









- BENCHMARK ELEVATIONS SHOWN ON THE PLANS ARE NAVD 88
- PAY ITEM 630-2-12 INCLUDES COST OF CONDUIT PLACED UNDER EXISTING PAVEMENT (ROADWAY, DRIVEWAYS, OR SIDEWALK) WHETHER BY DIRECTIONAL BORE OR OPEN TRENCH
- NO STAGING OR OTHER ACTIVITIES FOR THIS PROJECT (OTHER THAN THOSE DEPICTED IN THE CURRENT PLANS SUBMITTAL) WILL BE ALLOWED WITHIN OR IMMEDIATELY ADJACENT TO HAULOVER PARK, LOCATED AT 10800 COLLINS AVENUE

**UTILITIES:**

- THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS (INCLUDING THOSE DESIGNATED Vv, Vh, AND Vvr) ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.

UTILITY/AGENCY OWNERS:	COMPANY	CONTACT	TELEPHONE NUMBERS
	AT&T	STEVE LOU	(305) 929-2181
	CONCAST	LEONARD MAXWELL NEWBOLD	(754) 221-1254
	TECO GAS	ALEX ROCHE	(954) 453-0811
	FPL DISTRIBUTION	ANGEL VARGAS	(305) 442-5129
	FPL TRANSMISSION	MICHAEL FOLEY	(561) 904-3640
	ATLANTIC BROADBAND	PETE FREYTAG	(305) 861-8069 X 5208
	HOTWIRE COMMUNICATIONS	WALTER SANCHEZ-DAVILA	(954) 699-0900
	MIAMI DADE WATER & SEWER	PATRICK CHONG	(786) 552-4416
	NORTH MIAMI BEACH WATER	KARIM ROSSY	(305) 948-2980 X 7962
	FDOT LIGHTING		(305) 640-7160
	MIAMI-DADE COUNTY DEPARTMENT OF TRANS. AND PUBLIC WORKS	RICARDO AGUILAR	(305) 877-5144 / (786) 469-5046

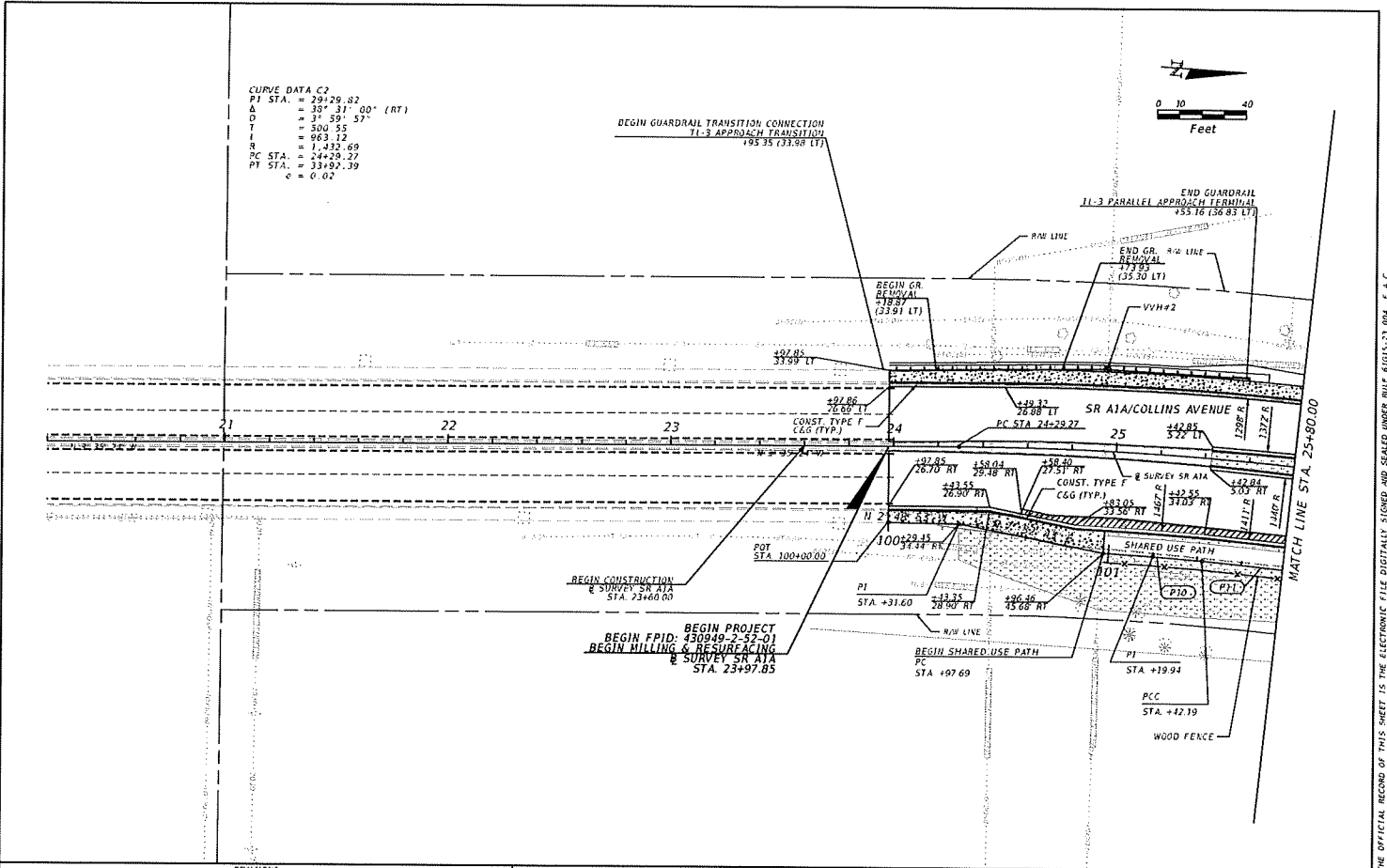
**LEGEND**

 PROPOSED TRAVEL LANES WIDENING/RECONSTRUCTION	 PROPOSED 4" CONCRETE SIDEWALK	 COMMUNICATION MANHOLE COVER ADJUSTMENT (BY AT&T)
 PROPOSED SHOULDER WIDENING/RECONSTRUCTION	 PROPOSED 6" CONCRETE SIDEWALK	 COMMUNICATION MANHOLE RELOCATION (BY AT&T)
 LIMITS OF TRAVEL LANES MILLING AND RESURFACING	 PROPOSED CENTIPEDE SOD	 COMMUNICATION MANHOLE COVER ADJUSTMENT (BY CONCAST)
 LIMITS OF SHOULDER MILLING AND RESURFACING	 PROPOSED DETECTABLE WARNING SURFACE	 COMMUNICATION MANHOLE RELOCATION (BY CONCAST)
		 GAS VALVE ADJUSTMENT (BY TECO GAS)
		 ELECTRIC MANHOLE COVER ADJUSTMENT (BY FPL)
		 COMMUNICATION MANHOLE COVER ADJUSTMENT (BY ATLANTIC BROADBAND)
		 COMMUNICATION MANHOLE COVER ADJUSTMENT (BY HOTWIRE COMMUNICATIONS)
		 COMMUNICATION MANHOLE RELOCATION (BY HOTWIRE COMMUNICATIONS)
		 WATER VALVE ADJUSTMENT (BY MIAMI DADE WATER & SEWER)
		 SANITARY VALVE ADJUSTMENT (BY MIAMI DADE WATER & SEWER)
		 MANHOLE COVER SANITARY SEWER ADJUSTMENT (BY MIAMI DADE WATER & SEWER)

REVISIONS		DESCRIPTION	CAIRO CANGAS, P.E. P.E. LICENSE NUMBER 77001 A.D.A ENGINEERING, INC. 8550 NW 33RD STREET, SUITE 202 DORAL, FLORIDA 33122 CERTIFICATE OF AUTHORIZATION 3212	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			GENERAL NOTES	SHEET NO. 29
DATE	DESCRIPTION			ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
				SR 11A	MIAMI-DADE	430949-2-52-01		

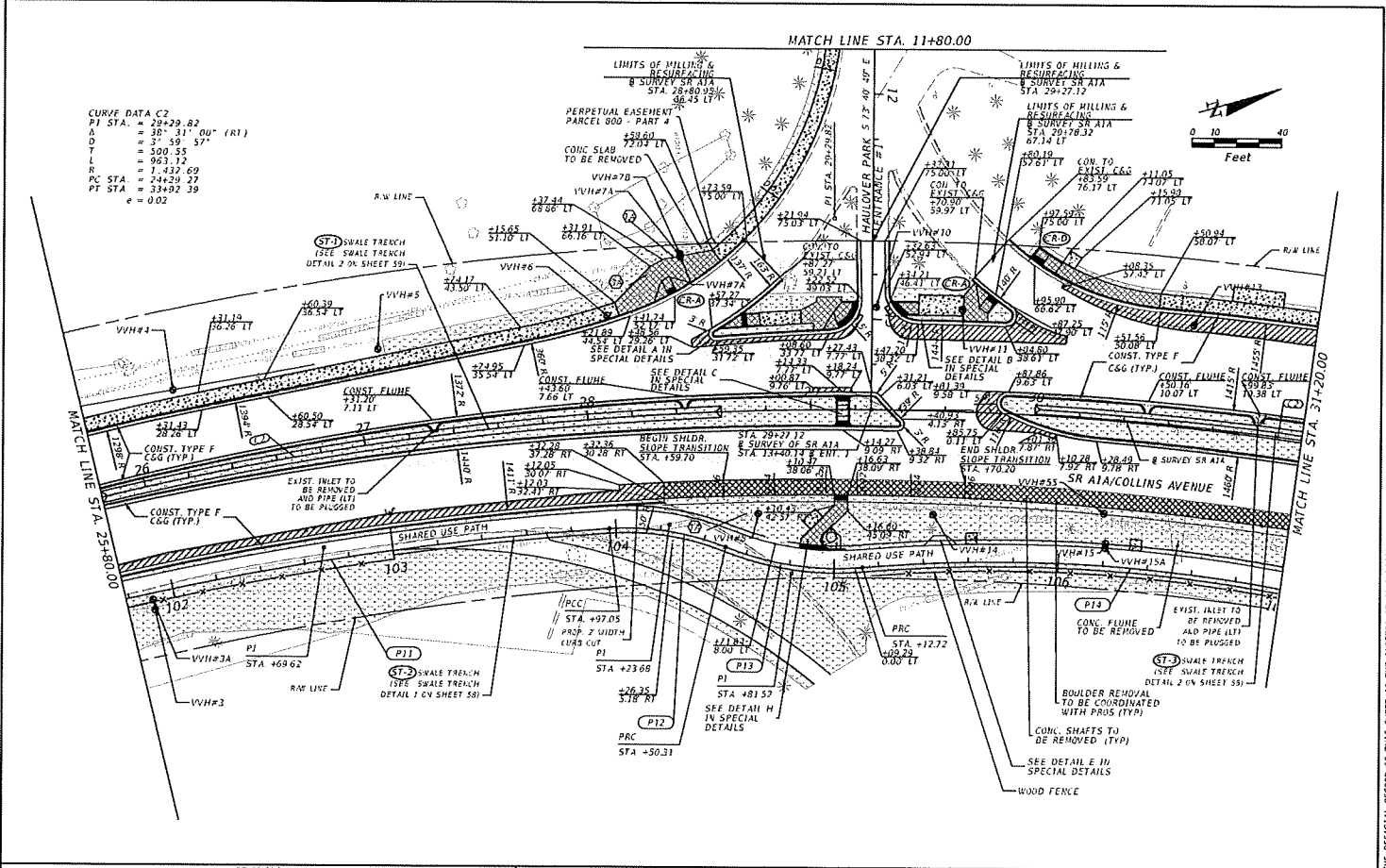
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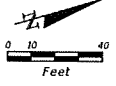


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REVISIONS		CAIRO CANGAS, P.E. P.E. LICENSE NUMBER 77001 A.D.A. ENGINEERING, INC. 8550 NW 33rd STREET, SUITE 202 DORAL, FLORIDA 33122	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLAN	SHEET NO. 30
DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
			SR A1A	MIAMI-DADE	430949-2-52-01		



CURVE DATA C2  
 PI STA. = 29+29.82  
 A = 38° 31' 00" (R1)  
 D = 37° 59' 57"  
 T = 500.55  
 L = 963.12  
 R = 1,432.69  
 PC STA. = 24+29.37  
 PT STA. = 33+92.39  
 e = 0.02



REVISIONS		DESCRIPTION	CAIRO CANGAS, P.E. P.E. LICENSE NUMBER 77001 A.D.A. ENGINEERING, INC. 8550 NW 33rd STREET, SUITE 202 DORAL, FLORIDA 33122	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLAN	SHEET NO. 31
DATE	DESCRIPTION			ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
				SR AIA	MIAMI-DADE	430949-2-52-01		

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