

Office of School Facilities
Jaime G. Torrens, Chief Facilities Officer

SUBJECT: AUTHORIZE THE SUPERINTENDENT TO:

- 1) EXECUTE A CONSTRUCTION ACCESS AGREEMENT WITH MIAMI-DADE COUNTY ("COUNTY") TO FACILITATE THE COUNTY'S CONSTRUCTION OF IMPROVEMENTS WITHIN AND ADJACENT TO MIAMI MACARTHUR SOUTH, LOCATED AT 13990 S.W. 264 STREET, MIAMI, FLORIDA 33032; AND**

- 2) GRANT OR DENY ALL APPROVALS REQUIRED UNDER THE CONSTRUCTION ACCESS AGREEMENT, INCLUDING MODIFYING THE EXHIBITS TO THE CONSTRUCTION ACCESS AGREEMENT, EXTENDING THE CONSTRUCTION ACCESS AGREEMENT FOR A PERIOD NOT TO EXCEED SIX MONTHS, CANCELLING OR TERMINATING THE CONSTRUCTION ACCESS AGREEMENT, AND PLACING THE COUNTY IN DEFAULT, AS MAY BE APPLICABLE**

COMMITTEE: FACILITIES AND CONSTRUCTION

LINK TO STRATEGIC BLUEPRINT: EFFECTIVE AND SUSTAINABLE BUSINESS PRACTICES

Background

Miami-Dade County ("County") is making certain roadway improvements to S.W. 264 Street, between US1 and S.W. 137 Avenue ("Roadway Project"), a portion of which will impact Miami MacArthur South ("School"), located at 13990 S.W. 264 Street, Miami, Florida 33032. At the County's request, the Board, at its May 11, 2011 meeting, authorized the dedication of a portion of the School property adjacent to S.W. 264 Street, to the County for public right-of-way purposes. The Board also approved execution of a Construction Access Agreement ("Original Agreement") granting the County temporary access to a portion of the School to make certain improvements within or adjacent to the School site, at the County's expense. The improvements include, without limitation, a bus drop-off/pick-up lane within the area of the conveyance, relocation of the School's existing perimeter iron picket fence, removal of trees located along the north perimeter of the School and planting of new trees at another location

within the School property, and construction of a new pedestrian ramp for use by the School ("Improvements") (see location map).

Due to unforeseen delays, the County was unable to commence the Roadway Project, and the Original Agreement expired on May 30, 2015. The County has now contacted the District to advise it intends to begin the Roadway Project shortly, and is requesting that the parties enter into a successor Construction Access Agreement to allow the County to construct the Improvements.

Construction Access Agreement

The Deputy Superintendent/Chief Operating Officer, School Operations, recommends entering into a new Construction Access Agreement ("Agreement") with the County to allow the County and its contractor temporary access to portions of the School. Accordingly, it is recommended that the Board authorize entering into the Agreement under, substantially, the following terms and conditions:

- the County shall have access to certain portions of the School site solely for the purpose of constructing the Improvements and other activities directly related to the County's Roadway Project, which access shall be previously authorized by and coordinated with the School principal and the assigned District Project Manager;
- the term shall commence upon execution of the Agreement by both parties, and shall terminate two years thereafter, or upon the County's completion of the work within the School site, whichever occurs first. The Superintendent may, upon receipt of a written request from the County, extend the term by up to six additional months;
- all work shall be at the County's sole cost and expense and shall be scheduled and coordinated with the School Principal and assigned District Project Manager so as not to interfere with or disrupt the operations of the School;
- the Agreement shall be subject to Florida's Public Records Laws. The parties understand the broad nature of these laws and agree to comply with Florida's Public Records Laws and laws relating to records retention;
- the County and Board shall indemnify and hold the other harmless, to the extent of the monetary limitations included within Florida Statutes, Section 768.28, from all liability which may arise as a result of the proposed work;
- the County shall provide the District with evidence of its contractor's general liability and workmen's compensation insurance;
- the County and its contractors shall take all necessary safety precautions, secure all construction areas by appropriate construction fencing and coordinate with the School principal and assigned District Project Manager to assure the safety of students, staff, visitors, invitees and the public at all times during construction;

- the County and its contractors shall work closely with the School Principal to assure that the work does not interfere with or disrupt the operations of the School, including, without limitation, bus drop-off in the mornings and bus pick-up in the afternoons, and shall create a safe means of ingress and egress for students, staff, visitors, invitees and the public to and from the interim area used by the School for bus drop-off/pick-up, until such time as construction of the new bus drop-off/pick-up lane is completed by the County and made operable for the School;
- the County and its contractors shall comply with all applicable laws, rules, regulations, ordinances and codes of all governmental authorities, including, without limitation, the Florida Building Code, the Americans with Disabilities Act and the Jessica Lunsford Act;
- for purposes of this Agreement, the Superintendent of Schools or his/her designee shall be the party designated by the Board to grant or deny any and all approvals required by the Agreement relating to construction of the Improvements by the County, establishing or modifying the construction area, establishing safety criteria or guidelines during the work, and scheduling of the work; and
- in addition to the above, the Superintendent of Schools shall also be the party designated by the Board to grant or deny any approvals required by the Agreement, including without limitation, amending any of the exhibits to the Agreement, extending the Agreement for period not to exceed six months upon receipt of a written request from the County, placing the County in default, and canceling or terminating the Agreement as provided herein.

The proposed Agreement Lease has been reviewed by the School Board Attorney's Office and the Office of Risk and Benefits Management for legal sufficiency and risk management issues, respectively, and found to be in compliance. A copy of the proposed Agreement has been placed on file with the Citizen's Information Center and Recording Secretary to the Board.

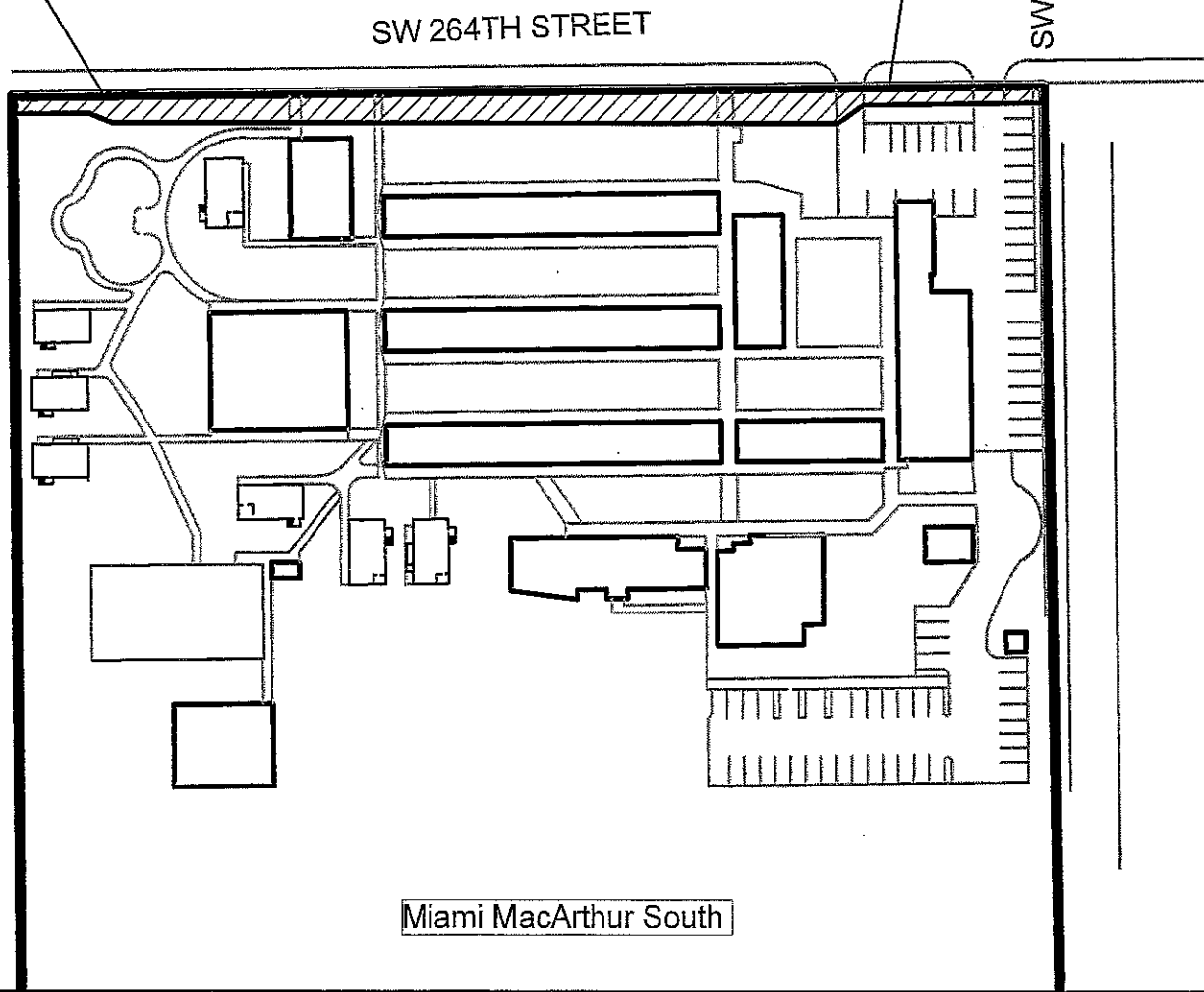
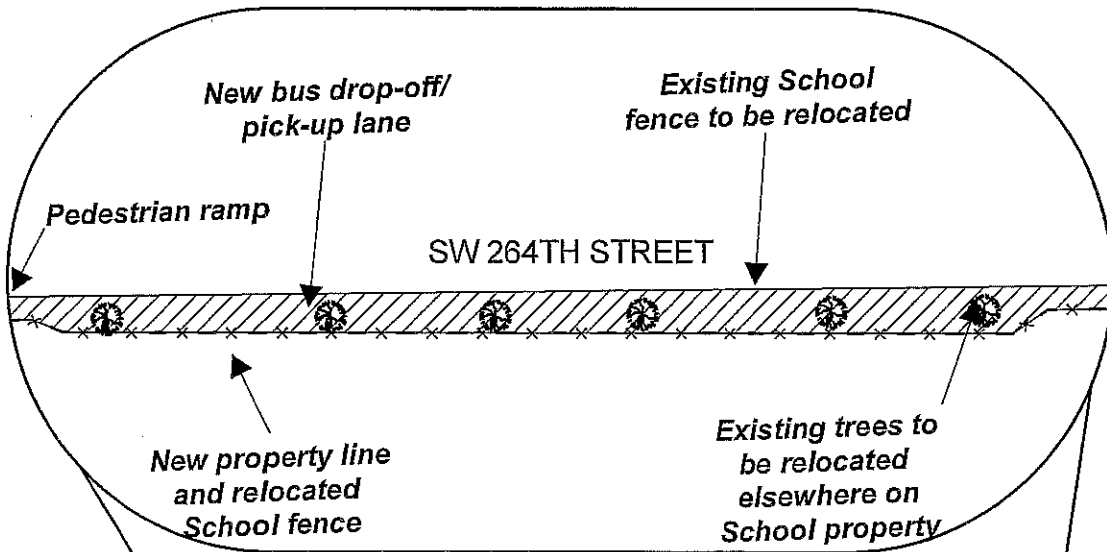
RECOMMENDED:

That The School Board of Miami-Dade County, Florida authorize the Superintendent to:


- 1) execute a Construction Access Agreement with Miami-Dade County ("County") to facilitate the County's construction of improvements within and adjacent to Miami MacArthur South, located at 13990 S.W. 264 Street, Miami, Florida 33032, under, substantially, the terms and conditions noted above; and
- 2) grant or deny all approvals required under the Construction Access Agreement, including modifying the exhibits to the Construction Access Agreement, extending the Construction Access Agreement for a period not to exceed six months, cancelling or terminating the Construction Access Agreement, and placing the County in default, as may be applicable.

MCA:mca

LOCATION MAP



Legend

 Conveyed to the County for right-of-way purpose

