

**RESOLUTION NO. 2016-94**

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO TRAFFIC VILLAGE-WIDE; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A PROJECT AGREEMENT WITH MARLIN ENGINEERING, INC. FOR DEVELOPMENT OF A COMPREHENSIVE VILLAGE-WIDE TRAFFIC CALMING AND REDIRECTION PLAN; FURTHER AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS IN AN AMOUNT UP TO \$100,000.00; AND PROVIDING FOR AN EFFECTIVE DATE. (Sponsored by Administration)**

**WHEREAS**, a goal of administration is to provide efficient and safe movement of vehicles and pedestrians through the Village by optimizing the smooth flow of traffic through the Village while minimizing traffic congestion and maximizing the capacity of our local roadway system; and

**WHEREAS**, the Village is interested in developing a Comprehensive Village-Wide Traffic Calming and Redirection Plan; and

**WHEREAS**, the Village desires to hire a consultant to complete a Comprehensive Village-Wide Traffic and Redirection Calming Plan and traffic redirection in the area between SW 82<sup>nd</sup> and SW 84<sup>th</sup> Avenue and 163<sup>rd</sup> and 168<sup>th</sup> Street that identifies various measures to enhance the safety and livability of Palmetto Bay's residential and collector streets and budget to implement the recommendations; and

**WHEREAS**, in accordance with and pursuant to Florida Statutes 287.055 for CCN, the Village Manager has negotiated an agreement with Marlin Engineering, Inc. who was one of five consultants previously selected pursuant to Resolution No. 2013-40, to perform professional engineering services for the Village; and

**WHEREAS**, Village staff and Marlin Engineering, Inc. have successfully negotiated a professional services fee and agreement for a Comprehensive Village-Wide Traffic Calming Plan in an amount not to exceed \$100,000.00 (attached as Exhibit "A" as amended to conform to this Resolution); and

**WHEREAS**, Village's Traffic Engineering Consultant (Marlin Engineering, Inc.) will host a series of Public Involvement meetings with the community to include input from stakeholders such as, homeowners, Village Police, Miami-Dade County Public Schools, Village Public Works and Miami Dade County Department of Transportation and Public Works; and

**WHEREAS**, the Village Council desires to authorize the Village Manager to issue a Purchase Order in an amount not to exceed \$100,000.00 for Marlin Engineering, Inc. to complete a Comprehensive Village-Wide Traffic Calming Plan to include recommendations for implementation of the plan; and

**WHEREAS**, the Village Council finds that this Resolution is in the best interest of the Village; and

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are true and correct and are incorporated herein by this reference.

**Section 2.** The Village Manager in accordance with the terms and conditions of the agreement attached hereto as Exhibit "A" as amended to conform to this Resolution is hereby authorized to issue a purchase order in an amount not to exceed \$100,000.00 on behalf of the Village to Marlin Engineering, Inc. to develop a Comprehensive Village-Wide Traffic Calming and Redirection Plan to include recommendations for implementation of the plan.

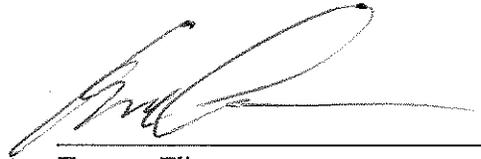
**Section 3.** This Resolution shall become effective immediately.

PASSED AND ADOPTED this 17<sup>th</sup> day of October, 2016.

Attest:



Missy Arocha  
Village Clerk



Eugene Flinn  
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:



Dexter W. Lehtinen  
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Karyn Cunningham	<u>YES</u>
Council Member Tim Schaffer	<u>YES</u>
Council Member Larissa Siegel Lara	<u>YES</u>
Vice-Mayor John DuBois	<u>YES</u>
Mayor Eugene Flinn	<u>YES</u>

September 7, 2016

Edward Silva – Village Manager  
Village of Palmetto Bay  
9705 East Hibiscus Street  
Palmetto Bay, FL 33157

RE: PROPOSAL FOR VILLAGE-WIDE TRAFFIC CALMING STUDY

Dear Mr. Silva:

Thank you for the award of this contract and Marlin Engineering, Inc. (MARLIN) is pleased to respond to your request for proposal.

## 1. PROJECT

The purpose and goal of the study is to perform a comprehensive study for traffic calming alternatives for the entire Village. The scope of the study will involve neighborhood meetings and attendance/participation at a transportation summit to be hosted by the Village. Traffic data collection that identifies devices needed to reduce speeding, traffic intrusion, and keeps traffic on the main roadway network. A variety of devices may be recommended including circles, chicanes, speed tables, signage, education, enforcement, and chokers that narrow the roadway.

For the purposes of this study, the Village will be divided into three separate study areas, bounded by:

(Zone 1) North of SW 184<sup>th</sup> Street and south of SW 168<sup>th</sup> Street, east of US-1 and west of the Atlantic Ocean.

(Zone 2) North of SW 168<sup>th</sup> Street and south of SW 152<sup>nd</sup> Street, east of US-1 and west of the Atlantic Ocean.

(Zone 3) North of SW 152<sup>nd</sup> Street and south of SW 136<sup>th</sup> Street, east of US-1 and west of the Atlantic Ocean.

When performing any traffic calming, MARLIN's study goals are to:

1. To increase the quality of life;
2. Incorporate the preferences and requirements of the residents;
3. Create safe and attractive streets; and
4. Help to reduce the negative effects of motor vehicles on the environment; and promote pedestrian, bicycle and transit use.

To maximize funding for the Village of Palmetto Bay, the study will be broken up into two (2) phases, including:

- A. Phase 1 – Traffic Calming Study to develop Villagewide Traffic Calming Alternatives Master Plan
- B. Phase 2 – Design of Final Construction Plans and Technical Specifications, including obtaining necessary permits from MDPWD. Post Design Services, including preparation of bid documents and construction inspection services will also be included.

## 2. SCOPE OF WORK FOR TRAFFIC ENGINEERING SERVICES:

The study shall reflect traffic calming measures in an effort to reduce or eliminate cut-thru traffic and speeding within the neighborhood. Suggested traffic calming devices for which the traffic intrusion analysis will examine are listed, but not limited to:

- 
- A decorative graphic element in the top left corner, consisting of a black triangle with a white diagonal line.
- Speed humps and/or tables (Temporary or permanent)
  - Neckdowns
  - Traffic circles
  - Half closures
  - Full closures
  - Channelization
  - Chicanes
  - Chokers
  - Lane narrowing
  - Traffic medians
  - Diverters
  - Raised intersections

Traffic-calming devices can be effective in a variety of ways. However, each device has its own specific applications, and not every one fits every single circumstance. Some devices are more effective if used in combination with each other, or with alternative transportation approaches like bicycles, buses or light rail. The right use hinges on existing conditions along a street and the desired outcomes. MARLIN will develop a complete balance of these devices.

#### **A. Kick-Off Meeting & Public Workshops**

- a. Project Kickoff – MARLIN will have meeting with the Village and obtaining all pertinent background information.
- b. Neighborhood Meetings/Public Workshops – MARLIN will meet with neighborhood residents to provide the residents an opportunity to identify the existing traffic issues through a series of 5 separate meetings to provide direction for the study's focus. The 5 meetings may include a Transportation Summit/kick-off meeting, one focused meeting per study zone (3 total), and a follow-up meeting to present the master plan. Items for discussion at these meetings may include:
  - Objectives of the Traffic Study
  - Types of Data Collection
  - Locations of Data Collection
  - Analysis Procedures
  - Proposed schedule
  - Key issues/areas for residents

#### **Deliverables:**

- a. Sign-in Sheets to document attendees
- b. Display boards
- c. Comment Cards
- d. Map(s) of the area to allow residents to post "stickys" to document concerns
- e. Meeting summaries

#### **B. Traffic Data Collection**

MARLIN will document areas of initial concern from consultations with Village staff. The areas identified will serve as our initial concern locations and represent the core concentration areas of the study.

To identify supplemental concentration areas to build a comprehensive Village-Wide Traffic Calming Master Plan, MARLIN will use input gained through the kick-off meeting, study zone area meetings, perform field reviews in the study area, collect 24-hour roadway volume counts and speed data to measure the existing traffic conditions at key locations within the study area. In addition, MARLIN will utilize Bluetooth data collection devices to collect origin-destination counts to identify cut-through traffic, where appropriate.

- Readily available pedestrian/bike data available from available master plans will be utilized, if available.
- Crash data shall be obtained from the Village of Palmetto Bay Police Department and/or the Miami-Dade County Sheriff's Office.

Note: A.M. and P.M. peak hour intersection turning movement counts will not be included within the scope of this data collection effort.

**Deliverables:**

- a. Field Review Summary (existing conditions, traffic patterns, existing devices, etc.)
- b. 24-Hour Average Daily Traffic
- c. 85<sup>th</sup> Percentile Speed Data
- d. Origin-Destination Data
- e. Crash Data Summary
- f. Pedestrian/Bike Data

**C. Data Analysis**

MARLIN will utilize the results from the data collection efforts to:

- a. Identify particular locations which present speeding/traffic volume problems
  - i. Existing traffic conditions; including the magnitude of speeding, volume and cut-through traffic
- b. Determine whether and where traffic calming measures are needed
  - i. Future traffic conditions considering the proposed traffic management strategies developed in this study
- c. Develop suggestions as to what type of traffic calming measures are recommended for a particular location/street, to:
  - i. Reduce speeding and/or
  - ii. Traffic volumes and/or
  - iii. Cut-Through

**Deliverables:**

- a. Map(s) of Areas of Concerns identifying locations for:
  - i. Speeding Issues and/or
  - ii. Volume Issues and/or
  - iii. Cut-Through and/or
  - iv. Crash Patterns and/or
  - v. Pedestrian/Bike Issues

**D. Development of Traffic Calming Alternatives**

Utilizing the map(s) of the areas of concerns throughout the Village, MARLIN will develop several suitable traffic calming alternatives that will address the concern, with an area-wide systematic traffic calming approach. Considerations will be made the recommendations in the available master plans within the Village and recommendations from the neighboring municipalities' master plans.

Speed control alternatives may include vertical deflection measures, horizontal deflection measures and constrictions. Typical volume control or cut-through control alternatives may include diverters and full or partial closures.

Prioritization



Using a prioritization and scoring system, MARLIN will prioritize and rank locations for alternatives. Factors that will be included in prioritization will include 85% speed, average daily traffic (ADT), crashes, pedestrian and bicycle activity and amenities.

**Deliverables:**

- a. Recommendations for traffic calming devices to install on residential streets, where concerns are identified
- b. Prioritized list of traffic calming locations

**E. Development of Village-wide Traffic Calming Master Plan**

MARLIN will develop a Village -wide Traffic Calming Alternatives Master Plan, incorporating results of the data analysis; alternatives prioritization; and supplementing and encompassing the recommendations of available master plans.

This plan will then be presented at a "Follow-Up" neighborhood meeting to obtain 67% resident approval in the affected areas (67%). Upon resident approval, the Master Plan will be brought forward for Village Council adoption, prior to submittal to MDPWD to obtain County approval.

In order for MDPWD to provide final approval, the following documentation must also be obtained:

- Letters from affected entities such as Police, Fire, and Solid Waste Departments stating that they concur with the aforementioned traffic flow modifications and that they will not adversely impact their services.
- Concurrence from the affected residents/property owners. In lieu of concurrence from the affected residents/property owners, the Village Council may adopt a resolution after a public hearing.
- An executed Intergovernmental Agreement that the Village will be responsible for the installation and maintenance of traffic calming devices, and assume liabilities associated with the installation of said devices.

Note: MARLIN will not be responsible for obtaining the 67% resident approval.

**Deliverables:**

- a. Traffic Calming Master Plan (24" x 36" color plot)

**F. Miami-Dade County Public Works Department (MDPWD) Coordination**

MARLIN will coordinate with Miami-Dade County Public Works Department (MDPWD) to obtain approval will be an ongoing and continuous process. This will assist in obtaining favorable and prompt approvals of the Master Plan.

**Deliverables:**

- a. Approval of the Traffic Calming Alternatives Master Plan
- b. Approval of the recommendation of the Final Report Study

**G. Report**

MARLIN will summarize the results of the study. Five (5) bound copies and one (1) electronic (PDF) of the final report will be provided to the Village of Palmetto Bay.

**Deliverables:**

- a. Final Report Study

**H. Meetings/Council Presentation**

MARLIN will perform at least (2) presentations to the Village Council as part of this study, one to introduce the study and another to discuss the results, present the Master Plan and obtain Council adoption.

#### I. Next Steps

Following the procedures outlined in the Miami-Dade County Street Closure and Traffic Flow Modification Manual, MARLIN will begin Phase II of the traffic calming study to develop final signed and sealed construction plans and technical specifications for the approved traffic calming measures within the Traffic Calming Alternatives Master Plan.

Note: NEXT STEPS ARE NOT PART OF THIS PROPOSAL. An additional proposal for Phase II will be developed by MARLIN based on the recommendations of the Traffic Calming Alternatives Master Plan. Permits for the final signed and sealed construction plans will be obtained in this phase.

### 3. CONTRACT SUM

For the services performed under paragraph 2, the Client will pay the Engineer the lump sum fee of (\$84,150.00) payable as follows. Any additional services will be negotiated as needed.

### 4. PAYMENTS

Subsequent progress payments of the above lump sum fees shall apply and invoice monthly in proportion to the services performed.

Should the client wish us to provide and/or negotiate with third parties, any of the aforementioned services or any other additional work not included in this proposal under the Scope of Work, we will provide it on a Time Charge plus Expenses basis, computed as the sum the following:

- Approved Employee Category and Certified Wage Rates
- Non-Salary expenses times a multiplier of 1.05

Non-Salary expenses include such typical expenses as cost of: transportation and subsistence; toll telephone calls and telegraph; printing and reproduction; computer time and programming costs; identifiable supplies; subcontract services such as: surveys, subsurface investigation and testing by commercial laboratories.

### 5. CLIENT RESPONSIBILITIES

Provide access to and make all provisions for the Engineer to enter upon public and private lands as required for the Engineer to perform his work under this proposal.

Place at the disposal of the Engineer all available information pertinent to the project upon which the Engineer can rely, including previous reports and any other data related to the design and construction of the project.

Designate a person to act as the Client's representative with respect to the work to be performed, such person to have complete authority to transmit instructions, receive information, interpret and define the Client's policies and decisions with respect to the work covered by this proposal.

### 6. SCHEDULE & DELIVERIES

A "signed and sealed" Report documenting the results of the study will be submitted, as detailed in the scope of services. The Engineer has neither jurisdiction nor control over the regulatory agencies and their plans review process, therefore the Engineer shall not be liable for the delays created by said agencies.

## TRAFFIC CALMING INITIATIVES

ID	TASK NAME	DURATION (days)	START	FINISH	MONTH 1				MONTH 2				MONTH 3				MONTH 4				MONTH 5				MONTH 6			
					1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
	<i>Task 1: Project Kick-off</i>	15	0	15	◆																							
	<i>Task 2: Data and Information Collection</i>	30	15	45	★																							
	<i>Task 3: Traffic Calming Alternatives and Master Plan</i>	30	45	75					★				◆															
	<i>Task 4: Design of Traffic Calming Devices</i>	30	75	105									★				☺											
	<i>Task 5: Bid Phase and Construction Administration</i>	90	105	195													★				★				★			

- ◆ - Public Workshop
- ◆ - Project Kick-Off
- ★ - Village Staff Update
- ☺ - Presentation to Village Council

## 7. ACCEPTANCE

The return of an executed copy of this proposal would constitute our authorization to proceed.

Very truly yours

MARLIN ENGINEERING, INC.

James E. Spinks III, PE, PTOE  
Sr. Vice President

ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_



**EXHIBIT "B"**

**PROJECT AGREEMENT**

Between

VILLAGE OF PALMETTO BAY, FLORIDA

And

Marlin Engineering Inc.

for

Work Authorization No.

Palmetto Bay Comprehensive Village-Wide Traffic Calming Plan

PROJECT AGREEMENT

Between

THE VILLAGE OF PALMETTO BAY, FLORIDA

And

Marlin Engineering, Inc.

For

Work Authorization No.

Palmetto Bay Comprehensive Village-Wide Traffic Calming Plan

Pursuant to the provisions contained in the "continuing services agreement" between the VILLAGE OF PALMETTO BAY, FLORIDA, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157 (the "VILLAGE") and Marlin Engineering, Inc., ("CONSULTANT") dated \_\_\_\_\_, this project agreement authorizes the CONSULTANT to provide the services as set forth below:

The VILLAGE and CONSULTANT agree as follows:

**SECTION 1. SCOPE OF SERVICES**

1.1 The CONSULTANT shall provide engineering services to the VILLAGE for the project as described in the "Project Description" attached as Exhibit "A."

1.2 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. The changes must be contained in a written change order executed by the parties in accordance with the provisions of the continuing services agreement, prior to any deviation from the terms of the project agreement, including the initiation of any extra work.

**SECTION 2. DELIVERABLES**

As part of the Scope of Services and Project Schedule, the CONSULTANT shall provide to the VILLAGE the following Deliverables:

See Deliverables in Exhibit "A"

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

VPB \_\_\_\_\_  
MEI \_\_\_\_\_

**SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE**

3.1 **Term.** This project agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until the project is complete, unless otherwise terminated pursuant to SECTION 6 or other applicable provisions of this project agreement. The VILLAGE MANAGER, in his sole discretion, may extend the term of this agreement through written notification to the CONSULTANT. The extension shall not exceed 30 days. No further extensions of this agreement shall be effective unless authorized by the VILLAGE council.

3.2 **Commencement.** The CONSULTANT's services under this project agreement and the time frames applicable to this project agreement shall commence upon the date provided in a written Notification of Commencement ("Commencement Date") provided to the CONSULTANT from the VILLAGE. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. CONSULTANT must receive written notice from the VILLAGE MANAGER or his designee prior to the beginning the performance of services.

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform services to the VILLAGE, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this agreement as Exhibit "A". The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the project or the date of actual completion of the project, whichever shall last occur, shall constitute the Contract Time.

3.4 **Liquidated Damages.** Unless otherwise excused by the VILLAGE in writing, in the event that the CONSULTANT fails to meet to the contract time for completion of services as determined by the Project Schedule, the CONSULTANT shall pay to the village the sum of dollars identified below per day for each and every calendar day unexcused delay beyond the completion date, plus approved time extensions, until completion of the project: \$0 per day. The consultant may claim extension if the factors involved are not under their direct control.

Any sums due and payable hereunder by the CONSULTANT shall be payable, not as a penalty, but as liquidated damages representing and estimate at or before the time of executing this agreement. When the VILLAGE reasonably believes that completion will be inexcusably delayed, the village shall be entitled, but not required, to withhold from any amounts otherwise due the CONSULTANT an amount then believed by the village to be adequate to recover liquidated damages applicable to the delays. If and when the CONSULTANT overcomes the delay in achieving completion, or any part thereof, for which the VILLAGE has withheld payment, the VILLAGE shall promptly release to the CONSULTANT those funds withheld, but no longer applicable, as liquidated damages.

3.5 All limitations of time set forth in this agreement are of the essence.

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**SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION**

4.1 **Lump Sum Compensation.** VILLAGE agrees to pay consultant as compensation for performance of itemized services described in Exhibit "A" **(OR, HOURLY, "VILLAGE AGREES TO PAY CONSULTANT COMPENSATION AT CONSULTANT'S HOURLY RATES, UP TO A MAXIMUM AMOUNT NOT TO EXCEED \$84,150.00.)**

4.2 **Reimbursable Expenses.** The following expenses are reimbursable at their actual cost: travel and accommodations, long distance telephone calls, facsimile, courier services, mileage (at a rate approved by the VILLAGE), photo and reproduction services. All document reproductions are also reimbursable, at a rate approved by the VILLAGE.

**SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT**

5.1 **Invoices**

5.1.1 **Lump Sum Compensation and Reimbursable Expenses.** CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished. Invoices for each phase shall not exceed amounts allocated to each phase of the Project plus reimbursable expenses accrued during each phase. The statement shall show a summary of fees with accrual of the total and credits for portions previously paid by the VILLAGE. The VILLAGE shall pay CONSULTANT within 30 days of approval by the VILLAGE manager of any invoices submitted by CONSULTANT to the VILLAGE.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is required, the VILLAGE shall notify the CONSULTANT within 15 working days of receipt of the invoice of the objection, modification or additional documentation request. The CONSULTANT shall provide the VILLAGE with additional backup documentation within five working days of the date of the VILLAGE's notice. The VILLAGE may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The VILLAGE, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided pursuant to subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this project agreement, the VILLAGE may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of project agreement, and the cause thereof, is corrected to the VILLAGE's reasonable satisfaction.

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5.4 **Retainage.** The VILLAGE reserves the right to withhold retainage in the amount of 10 percent of any payment due to the CONSULTANT until the project is completed. Said retainage may be withheld at the sole discretion of the VILLAGE manager and as security for the successful completion of the CONSULTANT's duties and responsibilities under the project agreement.

5.5 **Final Payment.** Submission of the CONSULTANT's invoice for final payment and reimbursement shall constitute the CONSULTANT's representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its CONSULTANT's, incurred in connection with the project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents requested by the VILLAGE evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the VILLAGE by the CONSULTANT.

## **SECTION 6. TERMINATION/SUSPENSION**

6.1 **For Cause.** This project agreement may be terminated by either party upon five calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that CONSULTANT abandons this project agreement or causes it to be terminated by the VILLAGE, the CONSULTANT shall indemnify the VILLAGE against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that the termination was without cause, the termination shall thereupon be deemed a termination for convenience under section 6.2 of this project agreement and the provision of section 6.2 shall apply.

6.2 **For Convenience.** This project agreement may be terminated by the VILLAGE for convenience upon 14 days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further obligations in connection with the project and shall, to the extent possible, terminate any outstanding sub CONSULTANT obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the VILLAGE and for reimbursable expenses incurred prior to the date of termination. The CONSULTANT shall promptly submit its invoice for final payment and reimbursement and the invoice shall comply with the provisions of paragraph 5.1 of this project agreement. Under no circumstances shall the VILLAGE make any payment to the CONSULTANT for services which have not been performed.

6.3 **Assignment upon Termination.** Upon termination of this project agreement, a copy of all of the CONSULTANT's work product shall become the property of the VILLAGE and the CONSULTANT shall, within 10 working days of receipt of written direction from the VILLAGE, transfer to either the VILLAGE or its authorized designee, a copy of all work

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product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this project agreement. Further, upon the VILLAGE's request, the CONSULTANT shall assign its rights, title and interest under any subcontractor's agreements to the VILLAGE.

6.4 **Suspension for Convenience.** The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to 30 calendar days. If the suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided for herein through no fault of the CONSULTANT, the VILLAGE shall pay to the CONSULTANT its reasonable costs, actually incurred and paid, of demobilization and remobilization, as full compensation for the suspension.

**SECTION 7. INCORPORATION OF TERMS AND CONDITIONS OF CONTINUING SERVICE AGREEMENT**

7.1 This project agreement incorporates the terms and conditions set forth in the continuing services agreement dated \_\_\_\_\_ between the parties as though fully set forth herein. In the event that any terms or conditions of this project agreement conflict with the continuing services agreement, the provisions of this specific project agreement shall prevail and apply.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

VPB \_\_\_\_\_  
MEI \_\_\_\_\_

**ATTEST:**

**VILLAGE OF PALMETTO BAY**

\_\_\_\_\_  
Interim Village Clerk

By: \_\_\_\_\_  
Edward Silva, Village Manager

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Village Attorney

**ATTEST:**

Marlin Engineering, Inc.

By: \_\_\_\_\_  
James E. Spinks III, PE, PTOE  
Vice President, of Traffic Engineering  
& Transportation Manager

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

**WITNESSES:**

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

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

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MEI \_\_\_\_\_

COMPREHENSIVE TRAFFIC PLAN  
PROPOSED PROJECT LOCATIONS

■ SPEED HUMPS  
(AVENUES)

70 AV- SO. OF 136 ST  
70 AV- SO. OF S CARTEE  
72 AV- SO. OF 139 ST  
74 CT- SO. OF 136 ST  
75 AV- SO. OF 137 ST  
77 AV- SO. OF 170 ST  
77 AV- SO. OF 172 ST  
77 AV- SO. OF 177 ST  
78 CT- SO. OF 136 ST (2)  
80 AV- NO. OF 147 ST  
80 AV- SO. OF 148 ST  
82 CT- NO. OF 168 ST  
82 AV- SO. OF 182 ST  
83 AV- NO. OF 155 TR  
83 AV- NO. OF 158 ST  
83 AV- NO. OF 168 ST  
83 AV- SO. OF 178 TR  
83 AV- SO. OF 181 ST  
84 AV- SO. OF 160 ST  
84 AV- NO. OF 164 TR  
84 AV- SO. OF 168 ST

■ SPEED HUMPS  
(AVENUES- CONT.)

84 AV- SO. OF 170 TR  
84 AV- SO. OF 172 ST  
84 AV- SO. OF 174 ST  
84 AV- SO. OF 176 ST  
84 AV- SO. OF 179 ST  
87 CT- SO. OF 168 ST  
87 CT- SO. OF 171 ST  
88 AVE- SO. OF 168 ST  
88 AVE- SO. OF 171 ST  
89 AVE- SO. OF 153 TR  
89 AVE- NO. OF 159 ST  
93 AVE- NO. OF 174 ST  
93 AVE- SO. OF 181 ST  
94 AVE- SO. OF 176 ST  
94 AVE- SO. OF 178 ST  
94 AVE- SO. OF 181 TR

■ SPEED HUMPS  
(STREETS)

139 ST- EAST OF 77 AV  
146 ST- WEST OF 82 CT  
146 ST- EAST OF 85 AV  
148 DR- WEST OF 82 CT  
148 DR- WEST OF 83 AV  
148 ST- WEST OF 88 AV  
148 ST- WEST OF US1  
164 ST- MID ST. SECTION  
164 TR- MID ST. SECTION  
165 TR- EAST OF 84 AV  
173 ST- WEST OF 74 AV  
173 ST- EAST OF 77 AV  
174 ST- EAST OF 73 CT  
174 ST- EAST OF 77 AV  
174 ST- EAST OF 85 AV  
174 ST- EAST OF 86 AV



CHICANES

67 AV & 149 TR  
74 CT- SO. OF 136  
77 AV- SO. OF 145 ST  
77 AV- NO. OF 152 ST  
77 AV- NO. OF 180 ST  
80 AV- SO. OF 148 DR  
86 AV- SO. OF 169 TR  
86 AV- SO. OF 172 ST  
92 AV- NO. OF 163 TR  
140 ST- EAST OF 77 AV  
141 ST- EAST OF 85 AV  
144 ST & 73 CT  
160 ST- EAST OF 89 AV  
165 TR & 83 AV  
165 TR & 82 CT



TRAFFIC CIRCLES

136 ST & 67 AV  
136 ST & 82 AV  
144 ST & 87 AVE  
148 ST & 89 AVE  
152 ST & OLD CUTLER  
168 ST & 82 AVE  
70 AV & S. CARTEE RD  
82 AV & 148 DR  
82 AV & 176 ST  
84 AV & 174 ST  
87 AV & 174 ST  
93 AV & 178 ST



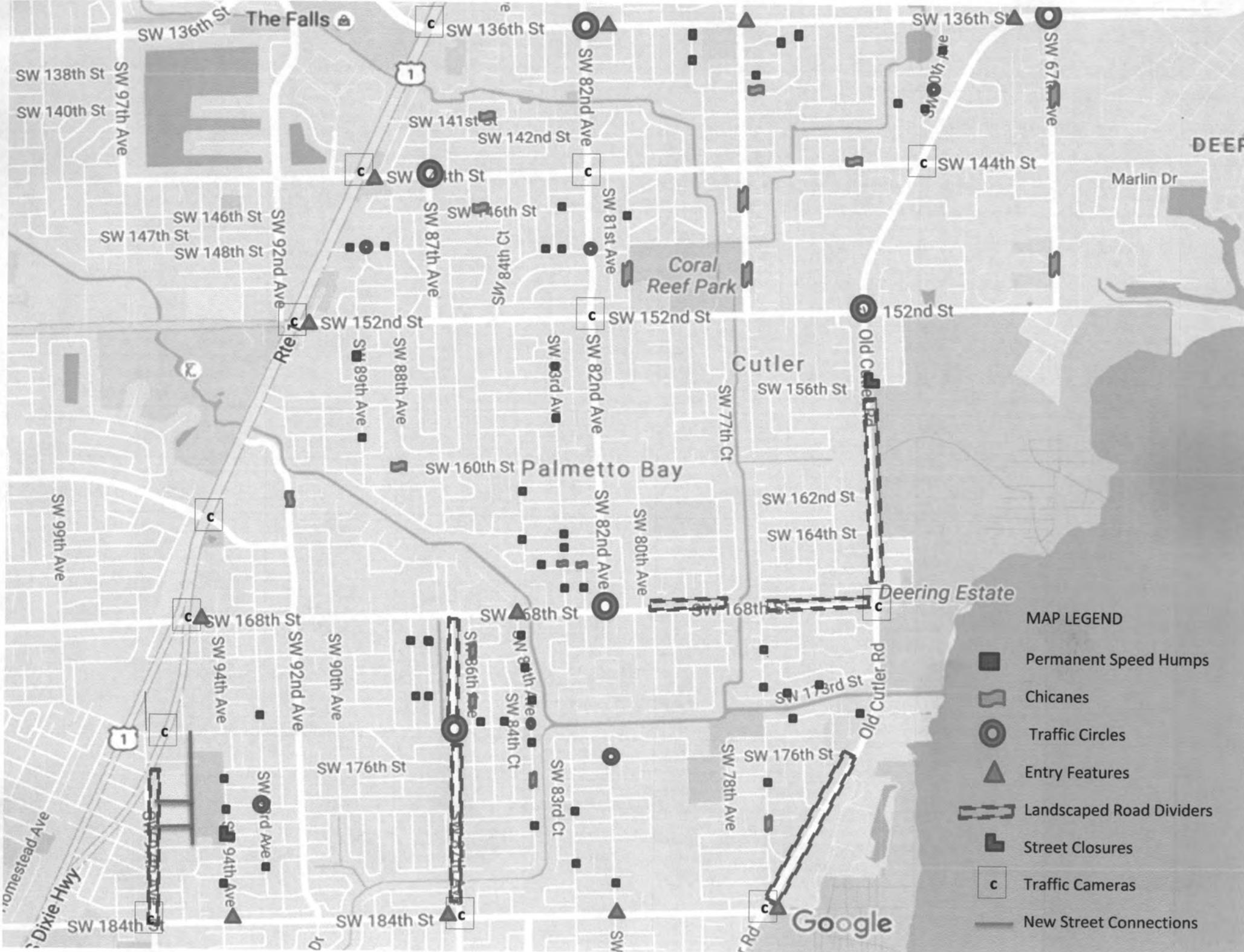
STREET CLOSURES

136 ST @ OLD CUTLER  
94 AV @ 180 ST

DIVERTERS  
(not on map)

130 ST & 82 AV  
74 CT & 140 ST  
180 ST & 96 AV

Note: these locations and/or type of calming device are subject to change based on resident input, engineering review, county approval, and Council direction.



MAP LEGEND

-  Permanent Speed Humps
-  Chicanes
-  Traffic Circles
-  Entry Features
-  Landscaped Road Dividers
-  Street Closures
-  Traffic Cameras
-  New Street Connections

Google