

RESOLUTION NO. 2019-14

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO TRANSIT; APPROVING THE SMART MOBILITY HUBS AND TRANSIT INFRASTRUCTURE PLAN BETWEEN THE VILLAGE OF PALMETTO BAY AND MARLIN ENGINEERING, INC.; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AGREEMENT FOR THE AMOUNT OF \$99,280 AS PART OF THE CONTINUING SERVICES AGREEMENT WITH SAID FIRM; PROVIDING THAT FUNDS SHALL BE PART OF THE TRANSPORTATION PLANNING ORGANIZATION GRANT RECENTLY AWARDED TO THE VILLAGE FOR \$100,000, 20% OF WHICH REPRESENTS THE MATCHING PORTION FROM THE VILLAGE IN THE AMOUNT OF \$19,856; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

WHEREAS, traffic within Palmetto Bay has become the number one concern for Village residents, and has greatly affected the quality of life for residents and commuters alike; and,

WHEREAS, the Village recently applied to and was awarded a grant from the Transportation Planning Organization in the amount of \$100,000 to develop a SMART Mobility and Transit Infrastructure Plan, which requires a 20% match from the Village in the amount of \$19,856 which was approved by the Council through the adoption of Resolution No. 2018-105; and,

WHEREAS, time is of the essence as the project is to be completed within twelve months; and,

WHEREAS, the Village wishes to proceed with the implementation of the grant scope and approve an agreement with Marlin Engineering, Inc. through the Village’s continuing services agreement with such firm.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

Section 1. The Village Council hereby approves the SMART Mobility Hubs and Transit Infrastructure Plan between the Village of Palmetto Bay and Marlin Engineering, Inc.

Section 2. The Village Manager is hereby authorized to execute an agreement with Marlin Engineering, Inc., in substantial form and content to the agreement included herein as Attachment A, for the amount of \$99,280, which shall be part of the Transportation Planning Organization grant recently awarded to the Village for the development of the Village of Palmetto Bay SMART Mobility Hubs and Transit Infrastructure Plan.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED and ADOPTED this 7th day of January 2019.

Attest:

DocuSigned by:
Missy Arocha

6EDC211E5E8C48C
Missy Arocha
Village Clerk

DocuSigned by:
Karyn Cunningham

35B93CD2D0CB470...
Karyn Cunningham
Mayor

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

DocuSigned by:
Dexter W. Lehtinen

1B1D06E71321445...
Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

- Council Member Patrick Fiore YES
- Council Member David Singer YES
- Council Member Marsha Matson YES
- Vice-Mayor John DuBois YES
- Mayor Karyn Cunningham YES



SMART Mobility Hubs and Transit Infrastructure Plan

SCOPE

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

FROM: Lisa Maack, Project Manager
MARLIN Engineering Inc.
1700 NW 66th Avenue, Suite 106
Plantation, FL 33313

SUBJECT: Smart Mobility Hubs and Transit Infrastructure Plan

DATE: November 28, 2018

Dear Mr. Silva,

Marlin Engineering (MARLIN) is pleased to provide the following scope to fulfill the needs of the recently awarded Miami-Dade TPO SMART Mobility grant program. This scope of services has been developed to assist in fulfilling the Village's grant request to the Miami-Dade Transportation Planning Organization (TPO) for funds to identify a comprehensive network of mobility hubs connecting the community to the South Dade Transitway. While the existing South Dade SMART Plan corridor study is focusing on transit and land use within the 1/4-1/2 mile buffer of the transitway, this effort will focus on populations and jobs in the entire Village. The goal is to improve mobility and safety for pedestrians, bicyclists and transit users by strengthening connectivity and accessibility to the transitway by identifying locations for community-level mobility hubs.

Once hub locations have been identified, the appropriate scale of transportation infrastructure and amenities to facilitate usage will be recommended through conceptual design. Up to 4 different designs will be prepared as templates based on different scales of infrastructure. The plan will link these hubs to the village's circulator system. Through the plan a detailed assessment of the circulator will be conducted with recommendations proposed for additional service, infrastructure and alternative technologies to improve the circulator's efficiency and performance. Finally, recommendations will be evaluated and prioritized with a review of available funding.

I. Description of Services

Task 1.0: Background Info/Existing Conditions

MARLIN

- a. Existing plans and programs and systems such as the Village's: Vision Plan, Bicycle and Pedestrian Master Plan, two I-Bus circulator routes, and the four Miami-Dade Transit (MDT) routes that serve Palmetto Bay, the Village-wide Traffic Calming Study will be reviewed as well as any pending grants and opportunities.
- b. The Village's Transit-Oriented Development efforts will be reviewed.
- c. GIS land use and mobility-related maps and data will be collected.
- d. A nationwide review of best practices of mobility hubs, funding, and transit technology will be conducted. Five best practices appropriate to the Village will be identified.
- e. TPO Completed studies, including the First/Last Mile Pilot with High Trip Generator Employers Study or any other related study in coordination with the TPO project Manager will be reviewed.

Task 2.0 Public Involvement Plan

- a. Outreach will occur with both the public and the Village's elected officials. Two public forums will be held. The first one early during the alternatives development of the Plan and the second after recommendations have been developed.
- b. The community, Village departments and local public agencies will be notified during the process including but not limited to:
 - Homeowner Associations (ex. Tuscany Estates HOA)
 - Village Departments of Planning and Public Works
 - Miami-Dade County Department of Transportation and Public Works (DTPW)
 - Florida Department of Transportation (FDOT) District 6
 - Miami-Dade Transportation Planning Organization (TPO)
 - Neighboring communities (Coral Gables, Cutler Bay, Pinecrest, Miami-Dade County)
- c. The Village of Palmetto Bay shall identify stakeholders and participants which are key to the planning process for the Village. A Study Advisory Committee (SAC) will be established consisting of, but no limited to representatives from the Florida Department of Transportation District Six (FDOT-6), DTWP, and other key project stakeholders within the Study limits as identified in sub-task b. The SAC will provide valuable feedback and will review materials on all project deliverables and approval/endorsement of the final results and recommendations for this study. A total of three (3) SAC meetings are anticipated as part of this scope of services. The intent of the SAC is to provide essential technical and policy guidance on the project related issues.

Task 3.0: Data Collection

- a. An analysis of I-Bus ridership, cost of operations, fleet conditions, existing routes, signage, infrastructure, wayfinding and marketing will be conducted.
- b. Connections between the I-Bus system and Miami-Dade Transit (MDT) will be reviewed.
- c. Interviews with at least ten local transit riders and at least two of the I-Bus drivers will be held to gather information on the usage of local transit in the Village.
- d. Appropriate traffic, bicycle and pedestrian count data will be collected to identify major traffic generators and opportunities.

Task 4.0: Conceptual Design

- a. Using the data and research from the above tasks, up to four locations for the mobility hubs will be identified.

MARLIN

- b. Conceptual designs for each of the mobility hubs will be developed that will recommend the appropriate uses and infrastructure including pedestrian, transit and bicyclist amenities. The concepts will be at different scales to be used as templates for the entire Village.
- c. Conceptual quantities and costs will be developed.

Task 5.0: Recommendations

- a. The Final Plan will include all of the recommendations from the tasks above with the linkages between the mobility hubs and I-Bus circulator clearly identified.
- b. Criteria for prioritization will be developed based on input from citizens, village staff and the Study Advisory Committee. The criteria will be used to prioritize the recommendations developed.
- c. After the recommendations have been evaluated and prioritized, a review of available funds will be undertaken. This will include a look at local, state and federal sources, as well as funds from private sources or other innovative funding mechanisms.

Task 6.0: Documentation

Grant documentation will include:

- a. Existing conditions write-up
- b. Existing conditions GIS maps
- c. Five best practices write-up
- d. Public Forum notes
- e. Any local agency feedback
- f. I-Bus service review
- g. Conceptual designs
- h. Final Plan with recommendations ranked based on criteria
- i. GIS maps created for the Plan
- j. Table of available grant funding

II. Schedule

MARLIN shall begin work upon issuance of the work order. The attached schedule contains the 12-month schedule for the project.

III. Budget

The attached staff hour fee proposal contains the budget for the work effort. For the services performed, the Village will pay MEI the lump sum fee of **\$99,280.00**. The hourly billing rates are consistent with the unit rates shown in the Executed Agreement for this contract. This Work Order is a Lump Sum Work Order, and shall be billed monthly as a percentage of completion.

IV. Acceptance

The return of an executed copy of this proposal would constitute our Notice to Proceed.



Sincerely,

MARLIN ENGINEERING, INC.

A handwritten signature in blue ink that reads "Lisa Maack".

Lisa Maack
Project Manager

ACCEPTED BY: _____ DATE: _____

ENTITY: _____

TITLE: _____

MARLIN ENGINEERING, INC.

MARLIN ENGINEERING, INC.
 CONSULTANT SERVICES FOR VILLAGE OF PALMETTO BAY
 SMART Mobility Hubs and Infrastructure Plan
 COST PROPOSAL



11/28/2018

Task	Activity	Project Manager	Senior Engineer / Traffic Engineer	Senior Planner	GIS Specialist	Engineering Intern	Planner	Engineering Technician	TOTAL
	<i>Rates</i>	\$ 145.00	\$ 135.00	\$ 135.00	\$ 110.00	\$ 135.00	\$ 90.00	\$ 80.00	
1	Background Info/Existing Conditions								
	a. Review existing plans	2.0	0.0	8.0	0.0	0.0	2.0	0.0	12.0
	b. Review Village's TOD	0.0	0.0	2.0	0.0	0.0	2.0	0.0	4.0
	c. Collect GIS data	0.0	0.0	16.0	16.0	16.0	2.0	0.0	50.0
	d. Identify 5 best practices	0.0	0.0	5.0	0.0	0.0	1.0	0.0	6.0
	e. Review TPO plans	0.0	0.0	5.0	0.0	0.0	1.0	0.0	6.0
	Sub-total Hours	2.0	-	36.0	16.0	16.0	8.0	-	78.0
	Sub-total Salary Cost	\$ 290.00	\$ -	\$ 4,860.00	\$ 1,760.00	\$ 2,160.00	\$ 720.00	\$ -	\$ 9,790.00
2	Public Involvement Plan								
	a. Outreach to public and elected officials	8.0	0.0	32.0	8.0	0.0	32.0	8.0	88.0
	b. Notify local agencies	0.0	0.0	2.0	4.0	0.0	2.0	4.0	12.0
	c. 3 SAC meetings	0.0	0.0	14.0	4.0	0.0	14.0	4.0	36.0
	Sub-total Hours	8.0	-	48.0	16.0	-	48.0	16.0	136.0
	Sub-total Salary Cost	\$ 1,160.00	\$ -	\$ 6,480.00	\$ 1,760.00	\$ -	\$ 4,320.00	\$ 1,280.00	\$ 15,000.00
3	Data Collection								
	a. Analysis of I-Bus	2.0	0.0	24.0	16.0	0.0	24.0	0.0	66.0
	b. Review Ibus MDT connections	0.0	0.0	8.0	16.0	0.0	8.0	0.0	32.0
	c. Interview riders and drivers	0.0	0.0	24.0	0.0	0.0	24.0	0.0	48.0
	d. Collect traffic, bike and ped count data	0.0	24.0	4.0	8.0	24.0	4.0	0.0	64.0
	Sub-total Hours	2.0	24.0	60.0	40.0	24.0	60.0	-	210.0
	Sub-total Salary Cost	\$ 290.00	\$ 3,240.00	\$ 8,100.00	\$ 4,400.00	\$ 3,240.00	\$ 5,400.00	\$ -	\$ 24,670.00
4	Conceptual Design								
	a. Identify mobility hub locations	2.0	8.0	16.0	20.0	16.0	16.0	0.0	78.0
	b. Develop conceptual designs (Up to 4 designs)	0.0	24.0	8.0	0.0	24.0	16.0	8.0	80.0
	c. Develop quantities and costs	0.0	24.0	4.0	0.0	16.0	0.0	0.0	44.0
	Sub-total Hours	2.0	56.0	28.0	20.0	56.0	32.0	8.0	202.0
	Sub-total Salary Cost	\$ 290.00	\$ 7,560.00	\$ 3,780.00	\$ 2,200.00	\$ 7,560.00	\$ 2,880.00	\$ 640.00	\$ 24,910.00
5	Recommendations								
	a. Final Plan with recommendations	2.0	0.0	16.0	2.0	8.0	24.0	0.0	52.0
	b. Develop criteria for prioritization	0.0	0.0	15.0	2.0	8.0	24.0	0.0	49.0
	c. Review of available funding	0.0	0.0	16.0	0.0	0.0	16.0	0.0	32.0
	Sub-total Hours	2.0	-	47.0	4.0	16.0	64.0	-	133.0
	Sub-total Salary Cost	\$ 290.00	\$ -	\$ 6,345.00	\$ 440.00	\$ 2,160.00	\$ 5,760.00	\$ -	\$ 14,995.00
6	Documentation								
	a. Grant documentation	2.0	8.0	15.0	20.0	16.0	24.0	0.0	85.0
	Sub-total Hours	2.0	8.0	15.0	20.0	16.0	24.0	-	85.0
	Sub-total Salary Cost	\$ 290.00	\$ 1,080.00	\$ 2,025.00	\$ 2,200.00	\$ 2,160.00	\$ 2,160.00	\$ -	\$ 9,915.00
	Marlin Engineering Total Hours	18.0	88.0	234.0	116.0	128.0	236.0	24.0	844.0
	Marlin Engineering Salary Cost	2,610.00	11,880.00	31,590.00	12,760.00	17,280.00	21,240.00	1,920.00	\$ 99,280.00
	TOTAL								\$ 99,280.00

Village of Palmetto Bay
 SMART Mobility Hubs and Transit Infrastructure Plan

TASKS AND SUBTASKS	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11
Task 1.0 Background Info/Existing Conditions											
a. Review existing plans	█	█	█	█	█						
b. Review Village's TOD	█	█	█	█	█						
c. Collect GIS data	█	█	█	█	█						
d. Identify 5 best practices	█	█	█	█	█						
e. Review TPO plans	█	█	█	█	█						
Task 2.0 Public Involvement Plan											
a. Outreach to public and elected officials		█	█	█	█						
b. Notify local agencies		█	█	█	█						
c. 3 SAC meetings		█	█	█	█						
Task 3.0 Data Collection											
a. Analysis of I-Bus		█	█	█	█	█	█	█	█	█	█
b. Review I-Bus MDT connections		█	█	█	█	█	█	█	█	█	█
c. Interview riders and drivers		█	█	█	█	█	█	█	█	█	█
d. Collect traffic, bike and ped count data		█	█	█	█	█	█	█	█	█	█
Task 4.0 Conceptual Design											
a. Identify mobility hub locations				█	█	█	█	█	█	█	█
b. Develop conceptual designs (up to 4 designs)				█	█	█	█	█	█	█	█
c. Develop quantities and costs								█	█	█	█
Task 5.0 Recommendations											
a. Final Plan with recommendations										█	█

RESOLUTION NO. 2018-105

1
2
3 **A RESOLUTION OF THE MAYOR AND VILLAGE**
4 **COUNCIL OF THE VILLAGE OF PALMETTO BAY,**
5 **FLORIDA, RELATING TO GRANTS; APPROVING THE**
6 **INTERLOCAL AGREEMENT BETWEEN THE VILLAGE**
7 **AND MIAMI-DADE COUNTY TRANSPORTATION**
8 **PLANNING ORGANIZATION (TPO) TO RECEIVE \$80,000**
9 **IN GRANT FUNDS FROM THE SMART MOVES**
10 **PROGRAM TO IMPLEMENT A FEASIBILITY STUDY TO**
11 **SUPPORT FUTURE FIRST/LAST MILE CONNECTIVITY**
12 **IN OUR COMMUNITY; AUTHORIZING THE VILLAGE**
13 **MANAGER TO EXECUTE THE INTERLOCAL**
14 **AGREEMENT AND OTHER RELATED DOCUMENTS AS**
15 **REQUIRED; AND PROVIDING FOR AN EFFECTIVE**
16 **DATE.** *(Sponsored by Administration)*

17
18 **WHEREAS**, the Village of Palmetto Bay submitted a grant
19 application (Exhibit B) to the Miami-Dade Transportation Planning
20 Organization (TPO) requesting assistance from the SMART Moves
21 Program to fund a feasibility study to improve transportation in the
22 Village; and

23
24 **WHEREAS**, the Village was successful in securing grant funding
25 in the amount of \$80,000 and providing a grant match of \$20,000 for
26 the proposed project; and

27
28 **WHEREAS**, the Palmetto Bay SMART Mobility Hubs and Transit
29 Infrastructure Plan seeks to identify a comprehensive network of
30 mobility hubs connecting the community to the South Dade Transitway;
31 and

32
33 **WHEREAS**, the Village desires to move forward with the
34 acceptance of the grant award and enter into the Interlocal Agreement
35 with the TPO.

36
37 **NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE**
38 **OF PALMETTO BAY, FLORIDA, THAT:**
39

1 **Section 1.** The Village Council hereby accepts the grant award
2 and approves the signing of the Interlocal Agreement with the Miami-
3 Dade TPO (Exhibit A).

4
5 **Section 2.** The Village Manager is authorized to sign the
6 Interlocal Agreement in substantial form as attached and other related
7 grant documents.

8
9 **Section 3.** This resolution shall take effect immediately upon its
10 adoption.

11
12 **PASSED** and **ADOPTED** this 12th day of September, 2018.

13
14
15 **Attest:**

16
17 DocuSigned by:
18 *Missy Arocha*
19 _____
20 Missy Arocha
21 Village Clerk

 DocuSigned by:
 Eugene Flinn

 Eugene Flinn
 Mayor

22
23 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE
24 USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY,
25 FLORIDA ONLY:

26
27
28 DocuSigned by:
29 *Dexter W. Lehtinen*
30 _____
31 Dexter W. Lehtinen
32 Village Attorney

- 1 **FINAL VOTE AT ADOPTION:**
2
3 Council Member Karyn Cunningham YES
4
5 Council Member David Singer YES
6
7 Council Member Larissa Siegel Lara YES
8
9 Vice-Mayor John DuBois YES
10
11 Mayor Eugene Flinn YES

INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2018, by and between the Miami-Dade Transportation Planning Organization (TPO), hereinafter called the TPO and the *Village of Palmetto Bay*, hereinafter called *Palmetto Bay*.

That the TPO and *Palmetto Bay* have determined to jointly fund the *Palmetto Bay SMART Mobility Hubs and Transit Infrastructure Plan* and that *Palmetto Bay* has determined to provide the services for such study and its share of the costs thereof as provided below.

WITNESSETH:

ARTICLE 1.00: The TPO does hereby retain *Palmetto Bay* to provide the services for the *Palmetto Bay SMART Mobility Hubs and Transit Infrastructure Plan*, which services are described in Exhibit "A": "Scope of Services", and Exhibit "B": "Tentative Project Schedule". The parties further agree that the project costs are provided in Exhibit "C": "Project Cost." In addition, the E-Verify Certification provided in Exhibit "D" must be signed by the recipient. The referenced exhibits are attached hereto and made part hereof as though fully recited herein. Article 16.00 governs each party's obligations for its portion of the Project Cost.

ARTICLE 2.00: The TPO and *Palmetto Bay* mutually agree to furnish, each to the other, the respective services, information and items as described in Exhibit "A" Scope of Services, Exhibit "B" Tentative Project Schedule, Exhibit "C" Project Cost and Exhibit "D" E-Verify Certification. The TPO agrees to furnish *Palmetto Bay* and its duly designated representatives' information including, but not limited to, existing data and projects related to the study area which may be available in other governmental offices. *Palmetto Bay* agrees to perform or cause to be performed, in a timely and professional manner, the work elements set forth in the above-enumerated Exhibits, in accordance with the Schedule set forth in Exhibit "B".

Before initiating the work described in Exhibits "A", "B" and "C", the TPO Executive Director or her designee shall execute and issue *Palmetto Bay* a Notice-to-Proceed with the work described in said Exhibits, such work to constitute performance of the *Palmetto Bay SMART Mobility Hubs and Transit Infrastructure Plan* as set forth in said Exhibits.

ARTICLE 3.00: The services to be rendered by *Palmetto Bay* shall be commenced subsequent to the execution and issuance of the Notice-to-Proceed and shall be completed within *twelve (12) months* from the date of execution and issuance of the Notice-to-Proceed.

ARTICLE 4.00: *Palmetto Bay* agrees to provide Project Schedule progress reports on a quarterly basis and in a format acceptable to the TPO Executive Director. The TPO Executive Director shall be entitled at all times to be advised, at her request, as to the status of work being done by *Palmetto Bay* and of the details thereof. Coordination shall be maintained by *Palmetto Bay* with representatives' of the TPO. Either parties to the agreement may request and be granted a conference.

ARTICLE 5.00: In the event there are delays on the part of the TPO as to the approval of any of the materials submitted by *Palmetto Bay* or if there are delays occasioned by circumstances beyond the control of *Palmetto Bay* which delay the Project Schedule completion date, the TPO Executive Director or her designee may grant *Palmetto Bay*, by a letter an extension of the contract time, equal to the aforementioned delays, provided there are no changes in compensation or scope of work.

It shall be the responsibility of *Palmetto Bay* to ensure at all times that sufficient contract time remains within which to complete services on the project and each major Task Group as designated with roman numerals on the Exhibits. In the event there have been delays which would affect the project completion date or the completion date of any major Task Group, *Palmetto Bay* shall submit a written request to the TPO Executive Director or her designee *twenty (20) days* prior to the schedule completion date which identifies the reason(s) for the delay and the amount of time related to each reason. The TPO Executive Director or her designee will review the request and make a determination as to granting all or part of the requested extension. Scheduled completion

dates shall be determined by the elapsed times shown in Exhibit "B" and the issue date of the Notice-to-Proceed.

In the event contract time expires and *Palmetto Bay* has not requested, or if the TPO Executive Director or her designee has denied an extension of the completion date, partial progress payments will be stopped on the date time expires. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by the TPO Executive Director or her designee.

ARTICLE 6.00: *Palmetto Bay* shall maintain an adequate and competent professional staff and may associate with it, for the purpose of its services hereunder, without additional cost to the TPO, other than those costs negotiated within the limits and terms of this Agreement and upon approval by the TPO Executive Director, such specialists as *Palmetto Bay* may consider necessary.

ARTICLE 7.00: The TPO shall not be liable for use by the *Palmetto Bay* of plans, documents, studies or other data for any purpose other than intended by the terms of this Agreement.

ARTICLE 8.00: All tracings, plans, specifications, maps, and/or reports prepared or obtained under this Agreement shall be considered research and shall become the property of the TPO without restriction or limitation on their use; and shall be made available, upon request, to the TPO at any time. Copies of these documents and records shall be furnished to the TPO upon request, verbal or written, allowing reasonable time for the production of such copies.

SUB-ARTICLE 8.10: Records of costs incurred by *Palmetto Bay* and all sub-consultants performing work on the project, and all other records of *Palmetto Bay* and sub-consultants considered necessary by the TPO for proper audit of project costs, shall be furnished to the TPO upon request.

Whenever travel costs are included in the performance of services set forth in Exhibits "A", "B" and "C", the provisions of Miami-Dade County Administrative Order 6-1, shall govern *or Florida Statutes, whichever is more restrictive.*

Palmetto Bay shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by *Palmetto Bay* in conjunction with this Agreement. Failure by *Palmetto Bay* to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the TPO Executive Director.

ARTICLE 9.00: Title VI Compliance (Civil Rights Act of 1964) - During the performance of this agreement, *Palmetto Bay*, for itself, its assignees and successors in interest, agree as follows:

1. Compliance with Regulations: *Palmetto Bay* shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
2. Nondiscrimination: *Palmetto Bay*, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. *Palmetto Bay* shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations made by *Palmetto Bay*, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by *Palmetto Bay* of *Palmetto Bay's* obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
4. Information and Reports: *Palmetto Bay* shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be

determined by the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of **Palmetto Bay** is in the exclusive possession of another who fails or refuses to furnish this information **Palmetto Bay** shall so certify to the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of **Palmetto Bay's** noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to **Palmetto Bay** under the contract until **Palmetto Bay** complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: **Palmetto Bay** shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. **Palmetto Bay** shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event **Palmetto Bay** becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, **Palmetto Bay** may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation,

and, in addition, *Palmetto Bay* may request the United States to enter into such litigation to protect the interests of the United States.

7. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166,

Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, *Palmetto Bay* must take reasonable steps to ensure that LEP persons have meaningful access to *Palmetto Bay's* programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits *Palmetto Bay* from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

SUB-ARTICLE 9.10: On January 4, 2011, Governor Rick Scott signed Executive Order Number 11-02 relating to verification of employment status (the "Order"). The Order directs all agencies under the direction of the Governor to include as a condition of all state contracts a requirement that the contracting party utilize the U.S. E-Verify system to "verify the employment of: (a) all persons employed during the contract term by the contractor to perform work pursuant to the contract with the state agency". *Palmetto Bay* agrees to comply with the requirements of the Order and execute Exhibit "D".

ARTICLE 10.00: The TPO agrees to pay *Palmetto Bay* compensation as per Article 16.00 of this Agreement and Exhibits "A", "B" and "C", attached hereto and made a part hereof.

ARTICLE 11.00: The TPO Executive Director may terminate this Agreement in whole or in part at any time the interest of the TPO requires such termination.

SUB-ARTICLE 11.10: If the TPO Executive Director determines that the performance of *Palmetto Bay* is not satisfactory, the TPO Executive Director shall have the option of (a) immediately terminating the Agreement or (b) notifying *Palmetto Bay* of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.

SUB-ARTICLE 11.20: If the TPO Executive Director requires termination of the Agreement for reasons other than unsatisfactory performance of *Palmetto Bay*, the TPO Executive Director shall

notify **Palmetto Bay** of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

SUB-ARTICLE 11.30: If the Agreement is terminated before performance is completed, **Palmetto Bay** shall be paid for the work satisfactorily performed. Payment is not to exceed the prorated amount of the total share of the project costs to be paid by TPO as provided in Article 16.00 agreement amount based on work satisfactorily completed. Such determination shall be based and calculated upon a percentage allocation of total project cost, by major Task Group.

ARTICLE 12.00: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

ARTICLE 13.00: **Palmetto Bay** warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for **Palmetto Bay**, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

SUB-ARTICLE 13.10: For the breach or violation of Article 13.00, the TPO Executive Director shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 14.00: **Palmetto Bay** agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of this Agreement, without first notifying the TPO Executive Director or her designee and securing its consent. **Palmetto Bay** also agrees that it shall not copyright or patent any of the data and/or information furnished in compliance

with this Agreement, it being understood that, under Article 8.00 hereof, such data or information is the property of the TPO. This Section shall not be construed to limit or restrict public access to documents, papers, letters or other material pursuant to Article 8.10 of this Agreement.

ARTICLE 15.00: The TPO 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. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money shall be paid on such contract.

ARTICLE 16.00: Payment of project costs - It is mutually agreed and understood that the Project Costs shall be as provided in Exhibit C. TPO shall pay **Palmetto Bay** 80% of such Project Costs. **Palmetto Bay** shall be responsible for the remaining Costs. **Palmetto Bay** shall invoice TPO quarterly for TPO's share of Project Costs in a format acceptable to the TPO Executive Director or her designee and shall be paid therefore on a percentage of completion basis for each Task described in the Notice-to-Proceed executed in accordance with Article 2.00. **Palmetto Bay** shall invoice 100% of the TPO's share of the Project Cost upon completion of all Task Orders, as indicated under Exhibit "A". The total compensation to be paid by the TPO to **Palmetto Bay** hereunder shall not exceed **\$80,000**.

SUB-ARTICLE 16.10: By executing this agreement **Palmetto Bay** commits to fund the 20% local share minimum of this agreement as specified in Exhibit C.

SUB-ARTICLE 16.20: It is agreed that said compensation provided in Article 16.00 hereof shall be adjusted to exclude any significant sums where the TPO Executive Director shall determine that reported costs by **Palmetto Bay** reflect inaccurate, incomplete or non-current costs. All such adjustments shall be made within 60 days following the end of the Agreement. For purpose of this Agreement, the end of the Agreement shall be deemed to be the date of final billing or acceptance of the work by the TPO Executive Director or her designee, whichever is later.

ARTICLE 17.00: Standards of Conduct - Conflict of Interest - **Palmetto Bay** covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida

Statutes 112.313 as it relates to work performed under this Agreement, which standards will be referred and made a part of this Agreement as though set forth in full. *Palmetto Bay* agrees to incorporate the provisions of this article in any subcontract into which it might enter with reference to the work performed.

ARTICLE 18.00: The TPO Executive Director reserves the right to cancel and terminate this Agreement in the event *Palmetto Bay* or any employee, servant, or agent of *Palmetto Bay* is indicted or has direct information issued against him for any crime arising out of or in conjunction with any work being performed by *Palmetto Bay* for or on behalf of the TPO, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to the TPO Executive Director in conformity with the provisions of Article 8.00 hereof. *Palmetto Bay* shall be compensated for its services rendered up to the time of any such termination in accordance with Article 11.00 hereof.

ARTICLE 19.00: To the extent permitted by law, and subject to the limitations included within Florida Statutes Section 768.28, *Palmetto Bay* shall indemnify and save harmless the TPO from any and all claims, liability, losses and causes of action arising out of *Palmetto Bay*' negligence or other wrongful acts in the performance of this agreement. However, nothing herein shall be deemed to indemnify the TPO for any liability or claims arising out of the negligence, performance, or lack of performance of the TPO.

To the extent permitted by law, and subject to the limitations included within Florida Statutes Section 768.28, the TPO shall indemnify and save harmless *Palmetto Bay* from any and all claims, liability, losses and causes of action arising out of the TPO's negligence or other wrongful acts in the performance of this agreement. However, nothing herein shall be deemed to indemnify *Palmetto Bay* for any liability or claims arising out to the negligence, performance, or lack of performance of *Palmetto Bay*.

ARTICLE 20.00: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

ARTICLE 21.00:

Attachments:

Exhibit "A", Scope of Services

Exhibit "C", Project Budget

Exhibit "B", Project Schedule

Exhibit "D", E-Verify Certification

No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties hereto, and approved by the Governing Board of the Transportation Planning Organization.

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida and venue shall be in Miami-Dade County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed these presents this _____ day of _____, 2018.

FOR MIAMI-DADE TPO:

ATTEST:

Miami-Dade TPO Clerk of the Board

By: _____
Aileen Bouclé, Executive Director

By: _____
Zainab Salim

Date: _____

Date: _____

Approved as to Form and Legal Sufficiency

By: _____
Assistant County Attorney

Date: _____

FOR: VILLAGE OF PALMETTO BAY

By: _____ Print Name: _____
Village of Palmetto Bay Authorized Representative Title: _____

By: _____ Print Name: _____
Village of Palmetto Bay Project Manager Title: _____

Exhibit "A": SCOPE OF SERVICES



Village of Palmetto Bay

SMART Mobility Hubs and Transit Infrastructure Plan

A. Scope of Services

This scope of services has been developed to assist in fulfilling the Village's grant request to the Miami-Dade Transportation Planning Organization (TPO) for funds to identify a comprehensive network of mobility hubs connecting the community to the South Dade Transitway. While the existing South Dade SMART Plan corridor study is focusing on transit and land use within the 1/4-1/2 mile buffer of the transitway, this effort will focus on populations and jobs in the entire Village. The goal is to improve mobility and safety for pedestrians, bicyclists and transit users by strengthening connectivity and accessibility to the transitway by identifying locations for community-level mobility hubs.

Once hub locations have been identified, the appropriate scale of transportation infrastructure and amenities to facilitate usage will be recommended through conceptual design. Up to 4 different designs will be prepared as templates based on different scales of infrastructure. The plan will link these hubs to the village's circulator system. Through the plan a detailed assessment of the circulator will be conducted with recommendations proposed for additional service, infrastructure and alternative technologies to improve the circulator's efficiency and performance. Finally, recommendations will be evaluated and prioritized with a review of available funding.

Task 1.0: Background Info/Existing Conditions

- a. Existing plans and programs and systems such as the Village's: Vision Plan, Bicycle and Pedestrian Master Plan, two I-Bus circulator routes, and the four Miami-Dade Transit (MDT) routes that serve Palmetto Bay, the Village-wide Traffic Calming Study will be reviewed as well as any pending grants and opportunities.
- b. The Village's Transit-Oriented Development efforts will be reviewed.
- c. GIS land use and mobility-related maps and data will be collected.
- d. A nationwide review of best practices of mobility hubs, funding, and transit technology will be conducted. Five best practices appropriate to the Village will be identified.
- e. TPO completed studies, including the First/Last Mile Pilot with High Trip Generator Employers Study or any other related study in coordination with this TPO

9705 East Hibiscus Street
Palmetto Bay, FL 33157
(305) 259-1234
Fax: (305) 259-1290

project Manager.

Task 2.0 Public Involvement Plan

- a. Outreach will occur with both the public and the Village's elected officials. Two public forums will be held. The first one early during alternatives development of the Plan and the second after recommendations have been developed.
- b. The community, Village departments and local public agencies will be notified during the process including but not limited to:
 - Homeowner Associations (ex. Tuscany Estates HOA)
 - Village Departments of Planning and Public Works
 - Miami-Dade County Department of Transportation and Public Works (DTPW)
 - Florida Department of Transportation (FDOT) District 6
 - Miami-Dade Transportation Planning Organization (TPO)
 - Neighboring communities (Coral Gables, Cutler Bay, Pinecrest, Miami-Dade County)
- c. The Village of Palmetto Bay shall identify stakeholders and participants which are key to the planning process for the Village. A Study Advisory Committee (SAC) will be established consisting of, but no limited to representatives from the Florida Department of Transportation District Six (FDOT-6), DTWP, and other key project stakeholders within the Study limits as identified in sub-task b. The SAC will provide valuable feedback and will review materials on all project deliverables and approval/endorsement of the final results and recommendations for this study. A total of three (3) SAC meetings are anticipated as part of this scope of services. The intent of the SAC is to provide essential technical and policy guidance on the project related issues.

Task 3.0: Data Collection

- a. An analysis of I-Bus ridership, cost of operations, fleet conditions, existing routes, signage, infrastructure, wayfinding and marketing will be conducted.
- b. Connections between the I-Bus system and Miami-Dade Transit (MDT) will be reviewed.
- c. Interviews with at least ten local transit riders and at least two of the I-Bus drivers will be held to gather information on the usage of local transit in the Village.
- d. Appropriate traffic, bicycle and pedestrian count data will be collected to identify major traffic generators and opportunities.

Task 4.0: Conceptual Design

- a. Using the data and research from the above tasks, up to four locations for the mobility hubs will be identified.
- b. Conceptual designs for each of the mobility hubs will be developed that will recommend the appropriate uses and infrastructure including pedestrian, transit and bicyclist amenities. The concepts will be at different scales to be used as templates for the entire Village.
- c. Conceptual quantities and costs will be developed.

Task 5.0: Recommendations

- a. The Final Plan will include all of the recommendations from the tasks above with the linkages between the mobility hubs and I-Bus circulator clearly identified.
- b. Criteria for prioritization will be developed based on input from citizens and city staff, and the Study Advisory Committee (SAC). The criteria will be used to prioritize the recommendations developed.
- c. After the recommendations have been evaluated and prioritized, a review of available funds will be undertaken. This will include a look at local, state and federal sources, as well as funds from private sources or other innovative funding mechanisms.

Task 6.0: Documentation

Grant documentation will include:

- a. Existing conditions write-up
- b. Existing conditions GIS maps
- c. Five best practices write-up
- d. Public Forum notes
- e. Any local agency feedback
- f. I-Bus service review
- g. Conceptual designs
- h. Final Plan with recommendations ranked based on criteria
- i. GIS maps created for the Plan
- j. Table of available grant funding

Schedule

Tasks will completed within 12 months of Notice to Proceed

SPECIFIC

TASKS AND SUBTASKS	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11
Task 1.0 Background Info/Existing Conditions											
a. Review existing plans											
b. Review Village's TOD											
c. Collect GIS data											
d. Identify 5 best practices											
Task 2.0 Public Involvement Plan											
a. Outreach to public and elected officials											
a. Notify local agencies											
Task 3.0 Data Collection											
a. Analysis of I-Bus											
b. Review I-Bus MDT connections											
c. Interview riders and drivers											
d. Collect traffic, bike and ped count data											
Task 4.0 Conceptual Design											
a. Identify mobility hub locations											
b. Develop conceptual designs (up to 4 designs)											
c. Develop quantities and costs											
Task 5.0 Recommendations											
a. Final Plan with recommendations											

9705 East Hibiscus Street
 Palmetto Bay, FL 33157
 (305) 259-1234
 Fax: (305) 259-1290

Exhibit "C": PROJECT COST

C.Project Cost Budget with Local Match

Project Task	Item Name	TPO Request	Village Match	Total Expense
1	Background Info/Existing Conditions	\$8,000	\$2,000	\$10,000
2	Public Involvement Plan	\$12,000	\$3,000	\$15,000
3	Data Collection	\$20,000	\$5,000	\$25,000
4	Conceptual Design	\$20,000	\$5,000	\$25,000
5	Recommendations	\$12,000	\$3,000	\$15,000
6	Documentation	\$8,000	\$2,000	\$10,000
	Totals:	\$ 80,000	\$ 20,000	\$ 100,000

Exhibit "D": E-Verify

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

E-VERIFY

375-040-68
PROCUREMENT
01/11

Contract No: _____
Financial Project No(s): _____
Project Description: FYs 2019 and 2020 Unified Planning Work Program Task 5.2
SMART Moves Program

Vendor/Consultant Village of Palmetto Bay acknowledges and agrees to the following:

Vendor/Consultant Village of Palmetto Bay shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant Village of Palmetto Bay during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Consultant Village of Palmetto Bay to perform work pursuant to the contract with the Department.

Company/Firm: Village of Palmetto Bay

Authorized Signature: _____

Title: _____

Date: _____