

**RESOLUTION No. 20-221**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY AND MIAMI-DADE COUNTY TRANSPORTATION PLANNING ORGANIZATION (TPO) TO RECEIVE \$56,000.00 IN GRANT FUNDING FOR THE DORAL BOULEVARD CORRIDOR ACCESS MANAGEMENT STUDY; AUTHORIZING THE CITY MANAGER TO EXECUTE THE INTERLOCAL AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, in November 2019, the Transportation Planning Organization (TPO) placed a call and requested ideas from municipalities for the funding of transportation planning projects under the Strategic Miami Area Rapid Transit (SMART) Moves Program; and

**WHEREAS**, the SMART Moves Program is used by the TPO to prioritize and program planning studies in Miami-Dade County that will support the delivery of projects including complete streets, first/last mile connections, connected and autonomous vehicles and other priority projects that enhance connectivity, accessibility, and integration of the entire network; and

**WHEREAS**, one of the main components of the program is to encourage Miami-Dade County municipalities to participate in a competitive program for the implementation of relevant transportation planning studies and plans that will lead to improved mobility, safety, and accessibility; and

**WHEREAS**, the Public Works Department (PWD) prepared and submitted an application requesting \$56,000.00 to fund the completion of the Doral Boulevard Corridor Access Management Study; and

**WHEREAS**, the TPO Interlocal Agreement is based on an 80/20 ratio in which the TPO will reimburse the City for 80% of the cost and City is responsible for 20% of the

cost; and

**WHEREAS**, the TPO provided the attached Interlocal Agreement to the City of Doral (City) to receive reimbursement funding in the amount of \$56,000.00 for use in the development of the Doral Boulevard Corridor Access Management Study; and

**WHEREAS**, the City of Doral is required to provide a 20% local match, \$14,000.00; and

**WHEREAS**, the Doral Boulevard Corridor Access Management Study is to recommend access management improvements including median treatments and median opening improvements and develop a conceptual streetscape along Doral Boulevard from NW 97<sup>th</sup> Avenue to the Palmetto Expressway (SR-826); and

**WHEREAS**, the TPO and the City's PWD wish to enter into an Interlocal Agreement substantially in the form of Exhibit "A" hereto attached (the "Agreement"); and

**WHEREAS**, the City Council finds that entering into the Interlocal Agreement is in the best interests of the City and its residents.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

**Section 2. Approval.** The City Council hereby approves the Interlocal Agreement with Miami-Dade County Transportation Planning Organization for the City of Doral to receive funding in the amount of \$56,000.00 for use in the development of the Doral Trolley/SMART Plan Coordination Study. The City Manager is authorized to

execute the Interlocal Agreement, subject to any non-substantial changes that are approved by the City Attorney.

**Section 3. Authorization.** The City Manager is authorized to execute the Interlocal Agreement as provided by the Miami-Dade Transportation Planning Organization.

**Section 4. Implementation.** The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

**Section 5. Effective Date.** This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Mariaca who moved its adoption.

The motion was seconded by Councilmember Cabrera and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Christi Fraga	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 14 day of October, 2020.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, MMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

  
\_\_\_\_\_  
LUIS FIGUEREDO, ESQ.  
CITY ATTORNEY

# EXHIBIT “A”

# INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Miami-Dade Transportation Planning Organization (TPO), hereinafter called the TPO and the *City of Doral*.

That the TPO and the *City of Doral* have determined to jointly fund the *Doral Boulevard Corridor Study* and that the *City of Doral* 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 the *City of Doral* to provide the services for the *Doral Boulevard Corridor Study*, 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." The E-Verify Certification provided in Exhibit "D" must be signed by the recipient. In addition, Exhibit "E": "Title VI Quarterly Progress Report" must be filled out and transmitted to the TPO on a quarterly basis concurrently with the Unified Planning Work Program schedule. 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 the *City of Doral* mutually agree to furnish, each to the other, the respective services, information and items as described in Exhibit "A" Scope of Services, Exhibit "B" Project Schedule, Exhibit "C" Project Cost and Exhibit "D" E-Verify Certification. The TPO agrees to furnish the *City of Doral* 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. The *City of Doral* 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 the *City of Doral* a Notice-to-Proceed with the work described in said Exhibits, such work to constitute performance of the *Doral Boulevard Corridor Study* as set forth in said Exhibits.

**ARTICLE 3.00:** The services to be rendered by the *City of Doral* shall be commenced subsequent to the execution and issuance of the Notice-to-Proceed and shall be completed within six (6) *months* from the date of execution and issuance of the Notice-to-Proceed.

**ARTICLE 4.00:** The *City of Doral* 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 the *City of Doral* and of the details thereof. Coordination shall be maintained by the *City of Doral* with the TPO Project Manager and other representatives. 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 the *City of Doral* or if there are delays occasioned by circumstances beyond the control of the *City of Doral* which delay the Project Schedule completion date, the TPO Executive Director or her designee may grant the *City of Doral*, 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 the *City of Doral* 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, the *City of Doral* 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 the *City of Doral* 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:** The *City of Doral* 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 the *City of Doral* may consider necessary.

**ARTICLE 7.00:** The TPO shall not be liable for use by the *City of Doral* 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 the *City of Doral* and all sub-consultants performing work on the project, and all other records of the *City of Doral* 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.*

The *City of Doral* 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 the *City of Doral* in



conjunction with this Agreement. Failure by the *City of Doral* 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, the *City of Doral*, for itself, its assignees and successors in interest, agree as follows:

1. Compliance with Regulations: The *City of Doral* 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: The *City of Doral*, 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. The *City of Doral* 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 the *City of Doral*, 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 the *City of Doral* of the *City of Doral*' 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: The *City of Doral* 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 the *City of Doral* is in the exclusive possession of another who fails or refuses to furnish this

information the **City of Doral** 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 the **City of Doral**' 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 the **City of Doral** under the contract until the **City of Doral** complies, and/or
  - b. cancellation, termination or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The **City of Doral** 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. The **City of Doral** 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 the **City of Doral** becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the **City of Doral** 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, the **City of Doral** 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, the *City of Doral* must take reasonable steps to ensure that LEP persons have meaningful access to the *City of Doral*’ programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits the *City of Doral* 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”. The *City of Doral* agrees to comply with the requirements of the Order and execute Exhibit “D”.

**ARTICLE 10.00:** The TPO agrees to pay the *City of Doral* 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 the *City of Doral* is not satisfactory, the TPO Executive Director shall have the option of (a) immediately terminating the Agreement or (b) notifying the *City of Doral* 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 the *City of Doral*, the TPO Executive Director shall notify the *City of Doral* 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, the *City of Doral* 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:** The *City of Doral* warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the *City of Doral*, 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:** The *City of Doral* 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. The *City of Doral* 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 the *City of Doral* 80.0% of such Project Costs. The *City of Doral* shall be responsible for the remaining Costs. The *City of Doral* shall invoice TPO monthly 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. The *City of Doral* 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 the *City of Doral* hereunder shall not exceed **\$56,000**.

***SUB-ARTICLE 16.10:*** By executing this agreement the *City of Doral* 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 the *City of Doral* 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 - The *City of Doral* 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. The *City of Doral* 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 the *City of Doral* or any employee, servant, or agent of the *City of Doral* is indicted or has direct information issued against her for any crime arising out of or in conjunction with any work being performed by the *City of Doral* 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. The *City of Doral* 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, the *City of Doral* shall indemnify and save harmless the TPO from any and all claims, liability, losses and causes of action arising out of the *City of Doral*' 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 the *City of Doral* 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 the *City of Doral* for any liability or claims arising out to the negligence, performance, or lack of performance of the *City of Doral*.

**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 \_\_\_\_\_, 2020.

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: CITY OF DORAL

By: \_\_\_\_\_  
City of Doral Authorized Representative

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

By: \_\_\_\_\_  
City of Doral Project Manager

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



## Exhibit "A": "Scope of Services"

### 1.0 BACKGROUND

The City of Doral Public Works Department, "CITY", has assigned a consultant to perform an arterial Access Management Study for the segment of NW 36<sup>th</sup> Street / NW 41<sup>st</sup> Street from NW 97<sup>th</sup> Avenue to SR 826/Palmetto Expressway (Doral Boulevard Corridor).

### 2.0 PURPOSE

The purpose of the **Doral Boulevard Corridor Access Management Study** is to improve traffic operations and safety along the study corridor.

### 3.0 SCOPE:

Under this Task Work Order, the consultant will provide the following services:

**Task 1- Inventory of Existing Conditions:** Consultant shall conduct an inventory of the arterials existing conditions and prepare a detailed condition diagram of the study corridor following the standards contained in the Manual of Uniform Traffic Studies (MUTS). The inventory will be based on both office desktop and field reviews. The condition diagrams will be created using Computer Aided Design and Drafting (CADD) (DGN or DWG format as required) and shall include number and widths of travel lanes, type and width of median, identification of existing median openings and their spacing, location of existing driveways, existing pedestrian and bicycle features, existing lighting features along the corridor, existing transit features, existing traffic control devices and identification of land use developments along the arterial.

**Task 2- Previous Studies Review:** Consultant shall request from the CITY and review all available traffic studies that have been previously conducted for the corridor. These shall include any master plan studies, traffic impact studies for approved and proposed developments among others.

**Task 3- Field Review:** Consultant shall visit the location under study during the AM, PM, and noon periods to make a judgment on the current level of traffic operations and safety (including pedestrian and bicyclists). The Consultant shall examine the physical features to document evidence of high-crash conditions and observe traffic movements for high-risk maneuvers. The Consultant will review geometries, traffic control devices, and pedestrians signal equipment for deficiencies related to abnormal crash patterns, identify potential driver expectancy problems, and assess pedestrian/bicycle features and potential conflicts.

**Task 4- Traffic Data Collection:** Consultant shall review all available traffic data provided by the CITY and identify any additional traffic data needed to evaluate the existing and proposed traffic operations along the arterial. At a minimum, the traffic data collection shall include 72-hour two-way vehicular volumes between signalized intersections, Turning Movement Counts (TMCs) for two hours for each of the daily peak periods (i.e. AM, Midday and PM) at all signalized and un-signalized intersections as well as at median openings. In addition, pedestrian and bicycle data shall be collected at intersections (signalized and un-signalized) and at midblock locations. Other data to be collected include existing signal

timings for all signalized locations within the study limits as well as five-year crash data for the arterial. Given the ongoing pandemic ‘COVID-19’ and its impacts on current traffic conditions, consultant will submit the data collection methodology to the City of Doral for its review and approval before proceeding.

**Task 5- Crash Analysis/Collision Diagrams:** Consultant shall review the hard copy crash reports for all crashes that occurred along the arterial during the latest five-year period (2014 thru 2018) and removing any coding errors in the data. Consultant shall prepare crash summary tables by crash type, severity, time of day, weather conditions, lighting conditions and several other categories. Consultant shall prepare Collision Diagrams for all crashes in the study area showing each crash’s relative location. Based on this analysis, consultant will identify any crash pattern(s), probable contributing causes, and potential countermeasures to mitigate the crashes.

**Task 6- Operational Analysis:** Using Highway Capacity Manual (HCM) methodologies, consultant shall determine the level of service (LOS) for the existing and proposed conditions for the arterial at all median openings. The analysis will take into consideration any diverted traffic due to median modifications and the need for any geometric and signal timing/phasing changes at adjacent intersections. The analysis will be conducted for all three daily peak periods identified in the traffic data collection for the existing and proposed conditions. A minimum of two proposed conditions will be evaluated and the one with the least impact will be recommended to the CITY.

**Task 7- Improvements Recommendations:** From the results of the previous tasks, appropriate analysis, and if necessary, any supplemental work tasks authorized by the CITY, consultant shall prepare conceptual diagram indicating the proposed access changes along the arterial and potential pedestrian and bicycle improvements. Consultant will perform an estimation of the preliminary construction costs for the proposed improvements and quantify any potential benefits based on operational improvements and/or crash reductions. The recommendations will be included in the report for the study.

**Task 8- Streetscape/Bicycle & Pedestrian Safety Concepts:** Consultant shall prepare streetscape bicycle & pedestrian Safety Concepts for the development of intersection pavement treatments.

**Task 9- Report:** Consultant shall prepare a draft report documenting all the above tasks and submit to the CITY for review and comments. Consultant will address any comments received during the review period, update the report as necessary. Once all comments are sufficiently addressed to the CITY’s satisfaction, consultant shall finalize and prepare a final the report and submit signed and sealed copies to the CITY.

**Deliverables:** Three (3) copies will be provided for the draft and final reports. An electronic file will also be submitted for the final report.

**Task 10 – Meetings and Coordination:** Consultant anticipates to participate in a maximum of five meetings during the study that will be specified by the CITY. Consultant will be responsible for any coordination required with CITY officials or other entities in the course of doing the study.

**4.0 CONSULTANT RESPONSIBILITIES:**

The Consultant's responsibilities remain the same as in the Original Agreement and any Supplemental Amendments to date shall remain the same.

**5.0 CITY RESPONSIBILITIES:**

The CITY's responsibilities remain the same as in the Original Agreement and any Supplemental Amendments to date shall remain the same.



**Exhibit "C": "Project Cost"**

<b>Task Number</b>	<b>Task</b>	<b>Total</b>	<b>Miami-Dade TPO Contribution (80%)</b>	<b>City of Doral Contribution (20%)</b>
1	Inventory of Existing Conditions	\$2,400.00	\$1,920.00	\$480.00
2	Previous Studies Review	\$ 900.00	\$720.00	\$180.00
3	Field Reviews	\$3,800.00	\$3,040.00	\$760.00
4	Traffic Data Collection	\$6,700.00	\$5,360.00	\$1,340.00
5	Crash Analysis/Collision Diagrams	\$22,300.00	\$17,840.00	\$4,460.00
6	Operational Analysis	\$6,600.00	\$5,280.00	\$1,320.00
7	Improvement Recommendations	\$9,800.00	\$7,840.00	\$1,960.00
8	Streetscape/Bicycle & Pedestrian Safety Concepts	\$3,900.00	\$3,120.00	\$780.00
9	Report	\$8,400.00	\$6,720.00	\$1,680.00
10	Meetings/Coordination	\$5,200.00	\$4,160.00	\$1,040.00
<b>Total</b>		<b>\$70,000.00</b>	<b>\$56,000.00</b>	<b>\$14,000.00</b>

Exhibit "D"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

**E-VERIFY**

Contract No: G1073

Financial Project No(s): 493334-3-14-01

Project Description: FYs 2021 and 2022 Unified Planning Work Program Task III  
SMART Moves Program

Vendor/Consultant City of Doral acknowledges and agrees to the following:

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

Company/Firm: City of Doral

Authorized Signature: \_\_\_\_\_

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

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

**Exhibit “E”  
Title VI Quarterly Progress Report**

Municipality: \_\_\_\_\_

Title of Study: \_\_\_\_\_

Work performed this quarter:   %    Work performed to date:   %

Reporting Period: \_\_\_\_\_ through \_\_\_\_\_, 2020

1. Progress made this quarter:

2. Products completed this quarter as related to the approved Interlocal Agreement:  
(Provide copies if applicable)

3. Problems encountered/anticipated:

4: Schedule adherence: Yes or No (If not on schedule, please provide explanation)

5: Title VI Reporting Requirements (related to this study only):

Title VI	Response
# of Title VI complaints filed with the Municipality	
# of informal (verbal) complaints	
# of formal (written) complaints	
# of completed investigations conducted by the Municipality	
# of completed investigations with findings	
# of public meetings	
# of meetings held in low income or minority areas	
# of translation services provided	
# of interpreter services provided	
# Limited English Proficiency request received and services provided during public meeting	