

RESOLUTION No. 18-134

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF DORAL AND MIAMI-DADE COUNTY TRANSPORTATION PLANNING ORGANIZATION (TPO) FOR THE CITY OF DORAL TO RECEIVE \$50,000.00 IN GRANT FUNDING FOR THE DORAL TROLLEY/SMART PLAN COORDINATION STUDY; AUTHORIZING THE CITY MANAGER TO EXECUTE THE INTERLOCAL AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Miami-Dade County Transportation Planning Organization (“TPO”) provided the attached Interlocal Agreement to the City of Doral (the “City”) to receive funding in the amount of \$50,000.00 for use in the development of the Doral Trolley/SMART Plan Coordination Study; and

WHEREAS, the Doral Trolley/SMART Plan Coordination Study will review and recommend possible transit hubs, shorter routes, express routes, and future connection opportunities with the transit service provided by Miami-Dade County Department of Transportation and Public Works, including potential future SMART Plan corridors (East-West Corridor, Flagler Corridor, NW Miami-Dade Express, Florida’s Turnpike Express); and

WHEREAS, the City is required to match the MPO’s funding with \$100,000.00; and

WHEREAS, the TPO and the City’s Public Works Department (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 MAYOR AND CITY COUNCIL
OF THE CITY OF DORAL, FLORIDA, 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 Interlocal Agreement with Miami-Dade County Transportation Planning Organization, in substantially the form attached hereto as Exhibit "A", which is incorporated herein and made a part hereof by this reference, permitting the City to receive funding in the amount of \$50,000.00 for use in the development of the Doral Trolley/SMART Plan Coordination Study, is hereby approved.

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 Vice Mayor Rodriguez who moved its adoption. The motion was seconded by Councilmember Mariaca and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Ana Maria Rodriguez	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 8 day of August, 2018.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, CMC
CITY CLERK

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



WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.
CITY ATTORNEY

EXHIBIT “A”

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 *City of Doral*.

That the TPO and *City of Doral* have determined to jointly fund the *Doral Trolley/SMART Plan Coordination Study* and that *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 *Doral* to provide the services for the *City of Doral Trolley/SMART Plan Coordination 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." 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 *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" Tentative Project Schedule, Exhibit "C" Project Cost and Exhibit "D" E-Verify Certification. The TPO agrees to furnish *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. *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 *City of Doral* a Notice-to-Proceed with the work described in said Exhibits, such work to constitute performance of the *City of Doral Trolley/SMART Plan Coordination Study* as set forth in said Exhibits.

ARTICLE 3.00: The services to be rendered by *City of Doral* shall be commenced subsequent to the execution and issuance of the Notice-to-Proceed and shall be completed within *nine (9) months* from the date of execution and issuance of the Notice-to-Proceed.

ARTICLE 4.00: *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 *City of Doral* and of the details thereof. Coordination shall be maintained by *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 *City of Doral* or if there are delays occasioned by circumstances beyond the control of *City of Doral* which delay the Project Schedule completion date, the TPO Executive Director or her designee may grant *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 *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, *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 *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: *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 *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 *City of Doral* and all sub-consultants performing work on the project, and all other records of *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.*

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

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

ARTICLE 10.00: The TPO agrees to pay *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 *City of Doral* is not satisfactory, the TPO Executive Director shall have the option of (a) immediately terminating the Agreement or (b) notifying *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 *City of Doral*, the TPO Executive Director shall

notify *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, *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: *City of Doral* warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for *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: *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. *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 *City of Doral* 33.33% of such Project Costs. *City of Doral* shall be responsible for the remaining Costs. *City of Doral* 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. *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 *City of Doral* hereunder shall not exceed \$50,000.

SUB-ARTICLE 16.10: By executing this agreement, *City of Doral* commits to fund the 33.33% 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 *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 - *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. *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 *City of Doral* or any employee, servant, or agent of *City of Doral* is indicted or has direct information issued against him for any crime arising out of or in conjunction with any work being performed by *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. *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, *City of Doral* shall indemnify and save harmless the TPO from any and all claims, liability, losses and causes of action arising out of *City of Doral's* 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 *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 *City of Doral* for any liability or claims arising out to the negligence, performance, or lack of performance of *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 _____, 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: 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"

City of Doral RFQ#2017-21

Doral Trolley/SMART Plan Coordination Study

Purpose: The purpose of this study is to analyze and evaluate the existing Doral Trolley system and make recommendations for modifications, improvements, and expansions to better serve the Doral travel market over the short-, medium-, and long-term. The results of the study will be organized into a final report consistent with many of the components of a Transit Development Plan (TDP), recognizing that a TDP is not required at this time.

The study will build upon information developed and assembled by others including:

- David Plummer study the initiation of a Florida International University (FIU) route
- TSO Mobile data including telephone and mobile app data
- City-supplied geographic information systems (GIS) data
- Rider surveys conducted by FIU on behalf of the

City The study will also address:

- Title VI of the Civil Rights Act of 1964 requirements regarding nondiscriminatory transportation for all customers and potential customers of the transit service
- Trolley stop infrastructure and amenities standards
- Coordination with University Transit Management Association (UTMA) (Sweetwater and FIU) service

Task 1 – Existing System Review

The consultant will conduct a review of the current City of Doral Trolley operation to establish a working knowledge of the routes, schedule, operational issues, maintenance issues, staffing, and management. Consultant staff will review pertinent documents, as identified by the City including any prior studies, performance reports, contracts, and other relevant records. The consultant will meet with the City to identify specific routes and stops of the system to be visited for analysis purposes. The consultant will then ride some of the identified routes of the system and visit some of the stops at certain times of the day as discussed and agreed upon with the City.

The consultant will identify and receive information on rider surveys conducted on the Trolley System. Information will ideally be assembled in electronic format accompanied by any summary reports and documentation.

The City will coordinate the delivery of data from TSO Mobile regarding the telephone and mobile apps used by trolley customers.

The City will facilitate the delivery of GIS data for land use, socioeconomics, transportation, public facilities, comprehensive plan, zoning, and other available data relevant to this study.

Through this review, the consultant will document:

- The management and organizational structure of the trolley system
- Operating and maintenance costs for the current and two prior years

- Inventory of facilities (administration, operations, and maintenance)
- Roster of the existing trolley fleet including age and condition of each vehicle
- Roster of any support vehicles dedicated to the trolley operation including age and condition of each vehicle
- Summary of issues, positive, negative, and neutral associated with the current operation.

The consultant will assemble and analyze socioeconomic and demographic data to identify potential and underserved markets. City and County GIS data along with relevant U.S. Census data will serve as the basis for this analysis.

The consultant will also evaluate unserved and underserved markets based on typical walk distances to trolley/transit stops, taking into consideration geographical barriers like waterways.

As part of this analysis, the consultant will examine ridership on existing Doral trolleys and Miami-Dade transit vehicles. Stronger and weaker route segments will be identified. Areas of potential overlap will be noted and taken into consideration in reformulating routes under the system alternatives.

Travel times between representative trip ends will be determined in an effort to improve travel times for the largest potential ridership. One-way travel will for example, tend to result in much quicker trip times in one direction than the other and may suggest alterations in the system.

The consultant will conduct an initial meeting with the City to serve as a kick-off meeting and to organize this task.

Task 2 –Stakeholder Meetings

The consultant will meet with trolley system stakeholders to review conditions, issues, and ideas for improvement. Discussions will be scheduled with stakeholders identified by City staff and with others as identified during Task 1. The consultant will prepare a list of questions and conduct the discussions in an open manner so as to permit a free flow of ideas. Information from earlier discussions may be used in subsequent discussions to further probe key concepts. A maximum of 15 separate discussions will be conducted. Each is expected to take no longer than one hour. The following are a representative list of stakeholders for which discussions will be scheduled:

- Key staff within the Department of Public Works
- Key staff representing the Trolley Operation and Maintenance (O&M) Contractor
- A sample of trolley drivers
- Elected officials and senior City staff as agreed with the City
- Representatives of the business community (e.g., Doral Chamber of Commerce)
- Representatives of travel and tourism organizations
- Representatives of community groups with an interest in transportation in general (e.g., trolley, transit, bicycle, pedestrian) and the Doral Trolley in particular
- Public and private social service agencies with a clientele that could rely upon public transportation for medical travel as well as those traveling to mobility-impaired clients (e.g., home health aides)
- Major medical institutions (e.g., Jose Milton Memorial Hospital/Jackson West at NW 25th Street and NW 79th Avenue)

The consultant will maintain a record of each discussion, which will be retained by the consultant and may be included in the final project documentation depending on the relevance to the overall task.

During the study Kick-Off meeting with the City, the consultant will discuss with the City options to optimize the stakeholder outreach. This discussion will focus on which methods may work more efficiently, whether conducting individual discussions as described above, or perhaps organizing a Study Advisory Group which may include the stakeholders described above.

The consultant will also conduct an initial discussion with other transportation agencies including Miami-Dade Department of Transportation and Public Works (DTPW), Miami-Dade Transportation Planning Organization (TPO), Miami-Dade Expressway Authority (MDX), and the Florida Department of Transportation (FDOT) and then ongoing coordination to establish existing and future operational plans, financial considerations, and impacts of changes to City route structure.

Task 3 –Peer Systems Review

The consultant will review peer transit systems that may be of relevance to the City’s system. This review may include similar transit systems provided by other Miami-Dade County municipalities and may also include other similar systems provided by municipalities around the nation. Data collection for this analysis would include, where applicable, existent reports, field observations, and discussions with peer system personnel. Information collected would be identified as proprietary where requested but otherwise be assembled as part of the project documentation. This review will help inform the study as to the range of possibilities and approaches that have been applied to other similar systems.

Task 4 –Systems Review Findings Summary

The consultant will summarize the findings from Tasks 1, 2, and 3 into a technical memorandum. The technical memorandum will include a summary of findings. Appendices will include extracts of relevant documents, photographs, and other information collected in the course of the conduct of those tasks. A summary of each stakeholder discussion will be included, based upon the notes prepared during the course of each discussion. The technical memorandum is intended to be a record of the work performed and not a final deliverable and as such, represents the findings of the consultant and not subject to review and revision. Any comments by the city will be incorporated into the final project documentation.

The consultant will prepare a presentation for the City Council or other group as directed by the City. The presentation will be prepared in PowerPoint and will summarize:

- The study objectives and goals
- The study schedule and key milestones
- The findings of Tasks 1, 2, and 3
- Invitation for comment and guidance by the audience

The presentation will be submitted to the City for review and comment and will be revised and resubmitted. The consultant will prepare the presentation and/or support City staff in making the presentation. The consultant will take notes during the presentation to capture comments and suggestions by the audience for incorporation into the final project documentation.

The consultant will convene a public meeting to present an overview of the study along with existing information assembled in Tasks 1, 2, and 3. The meeting will be organized to solicit input from the public on:

- Transportation needs that could be met by an expanded or reorganized trolley system
- Concerns regarding existing and future trolley services
- Preferences for alternative ideas that should be considered in this study
- Concerns regarding Title VI issues

The input from the City Council and public meeting will be summarized in a document that includes: meeting collateral materials, oral and written input from the public, and responses to any questions or comments that can be addressed prior to the completion of the study.

Task 5 – Development of Alternatives

The consultant will develop up to four alternative scenarios for the future Doral Trolley System. These alternatives will address:

- Changes to existing routes including sub-dividing the current routes into shorter routes as well as combining elements of certain existing routes with other
- Introducing new service to destinations near and outside of the City including Dolphin Mall, Miami International Airport, future intermodal stations (e.g., Dolphin Station), and future SMART Plan Stations
- Introducing SMART Plan Demo projects within the City and its vicinity
- Introducing new routes and services within the City including a downtown circulator
- Connections with services operated by others including Miami-Dade County, UTMA, and future connections to SMART Plan

The consultant will develop an evaluation of each alternative scenario based on the project goals obtained through discussion with City staff and other stakeholders. Key measures would likely include:

- Capital and operating & maintenance costs
- Potential ridership based on sketch planning techniques for ridership estimating
- Potential markets served
- Major impacts, positive and negative, resulting from changes
- Effect on Title VI issues

The consultant will present the results to City staff followed by presentations to the City Council or committee(s) of the Council. The alternatives and results of the evaluation will be presented. The consultant will also conduct a public meeting to share the results of the alternatives development and analysis and solicit input on the benefits and disadvantages of each as well as concerns associated with any of the alternatives.

The consultant will summarize the alternatives development and evaluation effort with a technical memorandum describing the alternatives, the evaluation, and feedback received from the various public presentations.

Task 6 – Development of Transit Stop Infrastructure Guidelines

The consultant will develop guidelines for appropriate infrastructure and amenities at Doral Trolley/Transit stops based on objective criteria (e.g., daily or peak period boardings, adjacent land

uses, and interface with other transportation systems). Recommendations on the stop infrastructure (e.g., type and size of shelter, passenger information systems, etc.) and amenities (e.g., trash receptacles, benches, etc.) will be developed along with the cost of each component and the basis for application.

Task 7 – Recommendations

The consultant will evaluate the alternatives identified in Task 5 and findings to develop a plan of recommendations for the short-, medium-, and long-term (i.e., under two years, approximately 5 years into the future, approximately 10 years into the future).

The consultant will develop an initial recommendation based on an internal evaluation. This evaluation will be shared with the City and revised based on any preferences or issues external to this study. The final selection of a preferred alternative would be incorporated into the project documentation and subject to adoption or modification by the City.

The consultant will present the recommendations to City staff followed by a presentation to the City Council or committee(s) of the Council. This presentation could be made as part of a hearing for public comment to allow the general public. Alternatively, the recommendations could be presented to the general public in an informational public meeting. Public comment would be shared with the City and included in the final project documentation.

Task 8 – Final Report

The consultant will prepare a final report that summarizes the preceding tasks including the evaluation of alternatives and findings. Key information will be included in the report as an appendix. The final report will be submitted to the City for review and comments. The consultant will review comments with the City and then incorporate comments into a final document.

The consultant will also prepare a “Road Map,” which will be an implementation plan identifying way to move recommendations forward to further phases. This will be a section of the final report identifying steps/strategies toward implementation of any changes to the existing trolley system along with responsible parties, actions associated with procuring funding, and solicitation of vendors. The “Road Map” will be reviewed by the City and revised in accordance with any comments received, and produced in final format.

Exhibit “B”: “Tentative Project Schedule”

City of Doral - RFQ 2017-21

Doral Trolley/SMART Plan Coordination Study

Gannett Fleming

Schedule

Task Number	Task	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10
1	Existing System Review										
2	Stakeholder Meetings										
3	Peer Systems Review										
4	Systems Review Findings Summary										
5	Development of Alternatives										
6	Development of Transit Stop Infrastructure Guidelines										
7	Recommendations										
8	Final Report										

Exhibit "C": "Project Cost"

City of Doral - RFQ 2017-21

Doral Trolley/SMART Plan Coordination Study

Gannett Fleming

Fee Estimate

Task Number	Task	Total
1	Existing System Review	\$ 12,376.00
2	Stakeholder Meetings	\$ 12,832.00
3	Peer Systems Review	\$ 6,600.00
4	Systems Review Findings Summary	\$ 20,802.00
5	Development of Alternatives	\$ 36,143.00
6	Development of Transit Stop Infrastructure Guidelines	\$ 24,925.00
7	Recommendations	\$ 24,440.00
8	Final Report	\$ 11,882.00
TOTAL FEE		\$ 150,000.00

Exhibit “D”: “E-Verify”

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-040-68
PROCUREMENT
01/11

E-VERIFY

Contract No: _____

Financial Project No(s): _____

Project Description: FYs 2019 and 2020 Unified Planning Work Program Task 5.2 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: _____