

INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2016, by and between the Miami-Dade Metropolitan Planning Organization (MPO), hereinafter called the MPO and the *Town of Cutler Bay*, hereinafter called *Cutler Bay*.

That the MPO and *Cutler Bay* have determined to jointly fund the *Complete Streets Corridor Analysis* and that *Cutler 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 MPO does hereby retain *Cutler Bay* to provide the services for the *Complete Streets Corridor Analysis*, 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 MPO and *Cutler 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 MPO agrees to furnish *Cutler 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. *Cutler 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 MPO Executive Director or his designee shall execute and issue **Cutler Bay** a Notice-to-Proceed with the work described in said Exhibits, such work to constitute performance of the **Complete Streets Corridor Analysis** as set forth in said Exhibits.

ARTICLE 3.00: The services to be rendered by **Cutler 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: **Cutler Bay** agrees to provide Project Schedule progress reports on a quarterly basis and in a format acceptable to the MPO Executive Director. The MPO Executive Director shall be entitled at all times to be advised, at his request, as to the status of work being done by **Cutler Bay** and of the details thereof. Coordination shall be maintained by **Cutler Bay** with representatives' of the MPO. 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 MPO as to the approval of any of the materials submitted by **Cutler Bay** or if there are delays occasioned by circumstances beyond the control of **Cutler Bay** which delay the Project Schedule completion date, the MPO Executive Director or his designee may grant **Cutler 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 **Cutler 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, **Cutler Bay** shall submit a written request to the MPO Executive Director or his 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 MPO Executive Director or his 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 *Cutler Bay* has not requested, or if the MPO Executive Director or his 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 MPO Executive Director or his designee.

ARTICLE 6.00: *Cutler 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 MPO, other than those costs negotiated within the limits and terms of this Agreement and upon approval by the MPO Executive Director, such specialists as *Cutler Bay* may consider necessary.

ARTICLE 7.00: The MPO shall not be liable for use by the *Cutler 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 MPO without restriction or limitation on their use; and shall be made available, upon request, to the MPO at any time. Copies of these documents and records shall be furnished to the MPO upon request, verbal or written, allowing reasonable time for the production of such copies.

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

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

Cutler 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 **Cutler Bay** in conjunction with this Agreement. Failure by **Cutler Bay** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the MPO Executive Director.

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

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

ARTICLE 10.00: The MPO agrees to pay **Cutler 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 MPO Executive Director may terminate this Agreement in whole or in part at any time the interest of the MPO requires such termination.

SUB-ARTICLE 11.10: If the MPO Executive Director determines that the performance of **Cutler Bay** is not satisfactory, the MPO Executive Director shall have the option of (a) immediately terminating the Agreement or (b) notifying **Cutler 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 MPO Executive Director requires termination of the Agreement for reasons other than unsatisfactory performance of **Cutler Bay**, the MPO Executive Director shall notify **Cutler 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, ***Cutler 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 MPO 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: ***Cutler Bay*** warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for ***Cutler 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 MPO 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: ***Cutler 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 MPO Executive Director or his designee and securing its consent. ***Cutler 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 MPO. 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 MPO 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. MPO shall pay **Cutler Bay 71%** of such Project Costs. **Cutler Bay** shall be responsible for the remaining Costs. **Cutler Bay** shall invoice MPO quarterly for MPO's share of Project Costs in a format acceptable to the MPO Executive Director or his 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. **Cutler Bay** shall invoice 100% of the MPO'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 MPO to **Cutler Bay** hereunder shall not exceed **\$50,000**.

SUB-ARTICLE 16.10: By executing this agreement **Cutler Bay** commits to fund the 29% 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 MPO Executive Director shall determine that reported costs by **Cutler 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 MPO Executive Director or his designee, whichever is later.

ARTICLE 17.00: Standards of Conduct - Conflict of Interest - **Cutler 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. **Cutler 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 MPO Executive Director reserves the right to cancel and terminate this Agreement in the event **Cutler Bay** or any employee, servant, or agent of **Cutler 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 **Cutler Bay** for or on behalf of the MPO, 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 MPO Executive Director in conformity with the provisions of Article 8.00 hereof. **Cutler 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, **Cutler Bay** shall indemnify and save harmless the MPO from any and all claims, liability, losses and causes of action arising out of **Cutler Bay**' negligence or other wrongful acts in the performance of this agreement. However, nothing herein shall be deemed to indemnify the MPO for any liability or claims arising out of the negligence, performance, or lack of performance of the MPO.

To the extent permitted by law, and subject to the limitations included within Florida Statutes Section 768.28, the MPO shall indemnify and save harmless **Cutler Bay** from any and all claims, liability, losses and causes of action arising out of the MPO's negligence or other wrongful acts in the performance of this agreement. However, nothing herein shall be deemed to indemnify **Cutler Bay** for any liability or claims arising out to the negligence, performance, or lack of performance of **Cutler 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 Metropolitan 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 _____, 2016.

FOR MIAMI-DADE MPO:

ATTEST:

Miami-Dade MPO 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:TOWN OF CUTLER BAY

By: _____
Town Cutler Bay Authorized Representative

Print Name: _____
Title: _____

By: _____
Town of Cutler Bay Project Manager

Print Name: _____
Title: _____

Exhibit "A": "Scope of Services"

“Cutler Bay Complete Streets Corridor Analysis”

This scope of services has been developed as a tentative scope for the study being requested by the Town.

APPROACH

The Town of Cutler Bay desires that this study advances its already well planned vision to provide a balanced multimodal transportation network within the Town; to further implement the vision through the consolidation of existing project policies on specific corridors; and to develop conceptual designs that will be used as a precursor to attaining funding and near-future construction. Additionally, the report developed as a result of this effort will advance and supplement the Non-Motorized component of the Town’s Transportation Element to the Growth Management Plan (Comprehensive Plan). The corridors addressed here will be prioritized and financially feasible and will become a component of the Town’s 5-Year Capital Improvement Element of the Comprehensive Plan, a State requirement.

To achieve these objectives, a detailed scope of services has been developed. Cutler Bay's methodology is one that is based on solid planning and engineering analysis of each corridor, the impacts to all the levels of service for all modes, discussion of state of the art methods of providing mobility, and above all, frequent and consistent public involvement at various levels in the community and various times in the project to assure consensus. Through the Town’s implementation of similar projects such as the redesign of Old Cutler Road and Caribbean Drive, the Town has won awards for its attention to detail. More important than awards is the overwhelming satisfaction of the community on the entire process from planning to construction.

From an administrative standpoint, the internal Cutler Bay Project Management Team will meet regularly to review the status of previous assignments, make new assignments for the next working period and discuss technical and administrative issues. From a technical perspective, each task will be interrelated, progressing from a public involvement plan, which will be carried through the entire project, to the collection of data, development of needs, examination of financing, and coordination with other projects of other agencies.

Cutler Bay is made up of a diverse array of parks, schools, and residential and commercial areas that are well connected for cars, but not connected to one another from a bicycle and pedestrian standpoint. Yet, the section line and half section line grid that exists in the remainder of the county, spaced on ½ mile intervals, twists and converges in the center of Cutler Bay, creating almost a hub and spoke configuration. These corridors connect major generators, and travel through the community.

Study Corridors include:

- SW 87 Avenue
- SW 97 Avenue
- Franjo Road

- Gulfstream Road
- Marlin Road

Previous master plans have identified that these corridors are to contain integrated bicycle, pedestrian and transit facilities. While these are planned, they must also be similarly incorporated in implementation through design concepts. To develop a successful plan that has consensus from the community, it will be crucial to clearly identify what specifically citizens are looking for in the future to service their non-motorized transportation needs on these corridors, and to integrate them into the rights-of-way in a manner that exceeds minimum standards. The Town of Cutler Bay plans to take its knowledge of the individual aspects of our community to develop a needs plan from which to evaluate and refine through the process.

To do this, a detailed and creative Public Involvement Plan will be developed, which will use traditional and non-traditional methods to solicit public input. Aside from public workshops, it will specify very local meetings and opportunities to meet with individual elected officials so that they may be briefed and updated. Additionally, highly graphic, easily read project material will be developed to explain the project and the process with clarity that all citizens can easily understand.

A detailed understanding of what is wanted, and a review of state of the art examples of how to provide such facilities in balance with county and state standards, will assist in the development concepts on each corridor.

Task 1 Background Information / Existing Conditions / Currently Planned Projects

The Town of Cutler Bay will review existing plans, for all roadways, bicycle, pedestrian, transit facilities, and land use developments on these corridors and with roads connecting to these corridors, in an effort to advance regional connectivity by prioritizing projects that provide the greatest linkages overall. This local area is in close proximity to the Old Cutler Road commercial area, containing a large site known as “The Potato Field” which is envisioned as a mid-sized commercial center in the future. It also connects Cutler Bay’s Urban Center District, where the Southland Mall is located. This area has been re-zoned by the Town to a higher intensity of land use similar to the Dadeland mixed use district. The US-1 Busway is immediately adjacent to this District. Cutler Bay aims to link to Palmetto Bay’s soon to be rezoned Franjo Triangle, their future urban center, containing Village Hall and a potential park and ride location on the Busway. Each of these areas are the implementation of the long held land use vision of intensifying nodes along the US-1 Corridor to accommodate population and commercial growth, instead of spreading it westward in South Dade. Cutler Bay has always focused on implementing these “Charrette” areas.

Task 2: Public Involvement Plan

Cutler Bay will develop a Public Involvement Plan that will be used to solicit input on the vision, goals, objectives and needs for the “*Cutler Bay Complete Streets Corridor Analysis*”.

The Town of Cutler Bay firmly believes that it is important to understand what the community wants and what it needs. The Town will work hand in hand with the community to figure out what

is wanted and how that can be incorporated into the design. Consensus is built when “wants” and “needs” coincide, and truly effective solutions are developed. Many solid technical projects have completely collapsed due to lack of consensus, but not in Cutler Bay, which has employed a diligent approach to public involvement since its inception. The results are the myriad of capital projects that have been completed to date, all stemming from similar master planning efforts.

The public participation plan for this effort will be extensive and will include a detailed menu of activities and meetings. It will involve several levels of involvement including meetings with industry professionals in a steering committee, individual meetings in the community, and meetings in large groups.

Other concerned agencies will be notified of the project and updated as necessary in its development several times during the process. These agencies include:

- Miami-Dade County Department of Public Works and Waste Management (PWWM)
- Florida Department of Transportation (FDOT)
- Miami-Dade County Transit Agency (MDT)
- Miami-Dade Metropolitan Planning Organization (MPO)

Task 3: Conceptual Design

Using the data collected in the first task, including ROW and any existing survey data, as well as examples of the specification of significant pedestrian, bicycle and transit amenities, a conceptual design will be developed. This will consist of typical sections to show how each mode will be accommodated. Additionally, graphic examples and renderings of the concepts, and potential landscape and hardscape will be provided. Conceptual quantities and costs will be developed as an evaluation tool. Any permitting requirements will also be identified for each corridor so that the eventual designer is aware of the permitting requirements for the implementation of each project.

Task 4: Recommendations

Once the individual corridors have reached the conceptual design phase, each will be 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 impact fees. An ultimate funding level will be identified based on traditional funding levels and percentages, which will then be allocated over the corridors. The highest ranked projects that fit within the available funding limit will represent the financially feasible list of projects. This will be portrayed in textual, tabular and GIS map form. These will be able to be easily included in the Town’s Capital Improvement Element which requires financial feasibility. All other projects will be listed in the master plan for future development.

Exhibit "B": "Tentative Project Schedule"

“Cutler Bay Complete Streets Corridor Analysis”

Task	Month					
	1	2	3	4	5	6
1 Background						
2 Public Involvement						
3 Conceptual Design						
4 Recommendations						

Exhibit "C": "Project Cost"

“Cutler Bay Complete Streets Corridor Analysis”

Task	MPO Contribution	Town Contribution	Total Project Cost
Task 1 – Background Information	\$7,455	\$3,045	\$10,500
Task 2 – Public Involvement	\$7,455	\$3,045	\$10,500
Task 3 – Conceptual Design	\$21,600	\$8,400	\$30,000
Task 4 – Recommendations	\$13,490	\$5,510	\$19,000

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 2017 and 2018 Unified Planning Work Program Task 8.6
Municipal Grant Program

Vendor/Consultant Town of Cutler Bay acknowledges and agrees to the following:

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

Company/Firm: Town of Cutler Bay
Authorized Signature: _____
Title: _____
Date: _____