

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 ***Town of Cutler Bay***, hereinafter called ***Cutler Bay***.

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

ARTICLE 2.00: The TPO and ***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 TPO 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 TPO Executive Director or her 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 **Cutler Bay Mobility Hubs Plan** 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 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 **Cutler Bay** and of the details thereof. Coordination shall be maintained by **Cutler Bay** with representatives' of the TPO. Either parties to the agreement may request and be granted a conference.

ARTICLE 5.00: In the event there are delays on the part of the TPO as to the approval of any of the materials submitted by **Cutler Bay** or if there are delays occasioned by circumstances beyond the control of **Cutler Bay** which delay the Project Schedule completion date, the TPO Executive Director or her 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 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 **Cutler Bay** has not requested, or if the TPO Executive Director or her designee has denied an extension of the completion date, partial progress payments will be stopped on the date time expires. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by the TPO Executive Director or her designee.

ARTICLE 6.00: **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 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 **Cutler Bay** may consider necessary.

ARTICLE 7.00: The TPO 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 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 **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 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.**

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 TPO 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 TPO 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 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 **Cutler Bay** is not satisfactory, the TPO 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 TPO Executive Director requires termination of the Agreement for reasons other than unsatisfactory performance of **Cutler Bay**, the TPO 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 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: ***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 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: ***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 TPO Executive Director or her 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 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 **Cutler Bay 71.43%** of such Project Costs. **Cutler Bay** shall be responsible for the remaining Costs. **Cutler Bay** shall invoice TPO quarterly for TPO's share of Project Costs in a format acceptable to the TPO Executive Director or her designee and shall be paid therefore on a percentage of completion basis for each Task described in the Notice-to-Proceed executed in accordance with Article 2.00. **Cutler Bay** shall invoice 100% of the TPO's share of the Project Cost upon completion of all Task Orders, as indicated under Exhibit "A". The total compensation to be paid by the TPO to **Cutler Bay** hereunder shall not exceed **\$50,000**.

SUB-ARTICLE 16.10: By executing this agreement **Cutler Bay** commits to fund the 28.57% 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 **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 TPO Executive Director or her 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 TPO 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 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. **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 TPO 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 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 **Cutler Bay** from any and all claims, liability, losses and causes of action arising out of the TPO's negligence or other wrongful acts in the performance of this agreement. However, nothing herein shall be deemed to indemnify **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 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: TOWN OF CUTLER BAY

By: _____
Town of Cutler Bay Authorized Representative

Print Name: _____
Title: _____

By: _____
Town of Cutler Bay Project Manager

Print Name: _____
Title: _____



SCOPE OF SERVICES

TOWN OF CUTLER BAY

SMART Mobility Hubs Plan

INTRODUCTION

The *Cutler Bay SMART Mobility Hubs Plan* will provide the community with a comprehensive system of mobility hubs connecting to the South Dade Transitway and Cutler Bay Town Center. While the existing South Dade SMART Plan is focusing on transit and land use within the ¼ - ½ mile buffer of the transitway, this plan will focus on populations and jobs within the entire Town. The plan will improve connectivity, mobility and safety for pedestrians, bicyclists, and transit users by identifying locations for neighborhood, community and commercial level mobility hubs along the Town's roadway network. Once locations have been identified, the appropriate scale of transportation infrastructure and amenities to facilitate usage of the hubs will be recommended through conceptual design and visualizations. The plan will include a sketch planning assessment of the Town's existing circulator and bus system and propose recommendations to improve the Town's overall transit performance and connectivity.

The *Cutler Bay Mobility Hubs Plan* also seeks innovative ways to enhance the Town's recently constructed complete streets projects along Caribbean Boulevard and Old Cutler Road and to build upon recommendations provided in the Town's Transportation, Bicycle/Pedestrian, and Complete Streets Master Plans, Town wide Traffic Calming Plan and Adopted Land Use Regulations. Finally, the Plan will also take into account best practices provided in the Transportation Planning Organization (TPO)'s recently completed First Mile- Last Mile Options for High-Trip Generator Employers Study and Protected Bike Lanes Demonstration Plan.

To achieve these objectives, a detailed scope of services has been developed. Cutler Bay's methodology is based on solid planning and engineering analysis of each identified location, 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.

Task 1: Background Information / Existing Conditions Cost: \$4,630

The Town of Cutler Bay will review existing plans, for all roadways, bicycle, pedestrian, transit facilities, and land use developments on key transit corridors served by Miami-Dade Transportation and Public Works (MDTPW) and the Town Circulator in an effort to increase ridership and regional connectivity by

SCOPE OF SERVICES

TOWN OF CUTLER BAY

SMART Mobility Hubs Plan

prioritizing projects that provide the most convenient and comfortable transit service and connectivity. We anticipate that data and information focused on transit hub development will include neighborhood and community locations as origins and commercial and regional transit locations as destination hubs. Some of the destination sites include: the Old Cutler Road commercial area, containing a large 30 +/- acre mixed use site, which is envisioned as a mid-sized commercial center in the future; Cutler Bay's Urban Center District, where 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 Dixie Highway corridor and the South Dade Transitway. Each of these areas are within the Town's long-held land use vision of urban nodes along to accommodate population and commercial growth, instead of spreading it westward in South Dade.

This Task will be performed through 3 Subtasks including:

- a. Review of relevant Multi-modal transportation planning studies including but not limited to:
 1. Growth Management Plan
 2. Town Adopted Transportation Master Plan
 3. Town Adopted Bicycle and Pedestrian Master Plan
 4. TPO Completed studies, including the First/Last Mile Pilot with High Trip Generator Employers Study or any other related study in coordination with the TPO Project Manager
- b. Obtain and assess Existing and Future Land Use and Zoning and ROW
- c. Obtain MDDTPW and Town Circulator Stop and Ridership Data and Files

Task 2: **Public Involvement Plan/Meetings** **Cost: \$10,925**

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 Mobility Hubs Plan*”. The Town of Cutler Bay firmly believes that it is imperative to understand what the community wants and what it needs. The Town will work with the community to determine what is desired and how that can be incorporated into the design. Consensus is built when "wants" and "needs" coincide, and truly effective solutions are developed. Many 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 incorporation. The success is evident in the myriad of capital projects that have been completed to date, all stemming from similar master planning efforts.

SCOPE OF SERVICES

TOWN OF CUTLER BAY

SMART Mobility Hubs Plan

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

This Task will be performed through 5 Subtasks including:

- a. Project Management Teleconferences (6, 30 Minutes)
- b. Kickoff Meeting and Ongoing Coordination with TPO, MD DTPW, FDOT
- c. Town Commission Meetings (2)
- d. Community Public Involvement Meetings (2)
- e. The Town of Cutler Bay shall identify stakeholders and participants which are key to the planning process for the Town. A Study Advisory Committee (SAC) will be established consisting of, but not limited to representatives from the Florida Department of Transportation District Six (FDOT-6), TPO, DTWP, and other key project stakeholders within the Study limits. The SAC will provide valuable feedback and will review materials on all project deliverables and approval/endorsement of the final results and recommendations for this study. A total of three (3) SAC meetings are anticipated as part of this scope of services. The intent of the SAC is to provide essential technical and policy guidance on the project related issues.

Task 3:

Data Collection

Cost: \$17,145

The data collection task will focus on where existing riders are beginning and ending their trips through data and interviews. Data on boarding and alighting from MDTPW and the Town Circulator. Stops with the highest activity and those with the most transfer activity will be reviewed for surveys/interviews with passengers and assessed for pedestrian/bicycle access. Miovision cameras will also be utilized to determine which direction pedestrians and bicyclists are traveling to access the transit stops. Surveys will be distributed to on-site transit users that will ask questions regarding what amenities will be most useful to them to improve their commute. Future nodes for potential hubs will be identified by reviewing approved development, consultation with Town staff and analysis of the Future Land Use Map.

The Task will also include a planning assessment of the Town's existing circulator system. Technicians will perform an on-board speed and delay study to understand running speeds during peak-hours of service. All data collected will assist in developing recommendations on how to improve the transit system's overall performance.

SCOPE OF SERVICES

TOWN OF CUTLER BAY

SMART Mobility Hubs Plan

This Task will be performed through 4 Subtasks including:

- a. Interview Miami-Dade County Circulator Drivers/Operator
- b. Ride Town Circulator Routes and Use Speedtracker for Speed/Delay and Rider Survey
- c. Interview Metrobus Riders at transfer points and at Cutler Bay Transitway Stations
- d. Analysis of MIOVision results
- e. GIS Analysis of existing and future stop use and route demographics
- f. Development of alternative system routes and schedules
- g. Sketch Planning Stop/Hub Utilization Assessment
- h. Capital, O&M Cost Analysis (3 Schedules)

Task 4:

Conceptual Design

Cost: \$19,978

Using the data collected in the previous tasks, including right-of-ways 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 for 3 levels of Mobility Hub – neighborhood/small scale, community/medium to large scale and commercial area. This will consist of graphics to show how each Mobility Hub will look depending on scale of infrastructure. 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.

This Task will be performed through 5 Subtasks including:

- a. Hub Siting Analysis up to 12 locations
- b. Development of Neighborhood/small scale, Community/medium to large scale and commercial area Hub Templates
- c. Review of Right of Way, Adjacent Land Use and Ped/Bike Access
- d. Assessment of permitting requirements
- e. Cost Estimates 12 locations

SCOPE OF SERVICES

TOWN OF CUTLER BAY

SMART Mobility Hubs Plan

Task 5:

Recommendations/Final Report

Cost: \$13,970

Once the individual Mobility Hubs have reached the conceptual design phase, each will be evaluated and prioritized. A review of available funds will be undertaken; this will include a study of 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. All other projects will be listed in the master plan for future development. A final document will be prepared.

- a. Recommendations: Prioritization
- b. Potential Funding
- c. PowerPoint presentations for Commission Meetings
- d. Final Report

Deliverables will include:

- a. Public Forum notes
- b. Town Circulator service review
- c. Conceptual designs for Mobility Hubs (3)
- d. Final Plan with recommendations ranked based on criteria

Exhibit "B": "Tentative Project Schedule"

TASKS AND SUBTASKS	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Task 1. Background Information/Existing Conditions												
a. Review relevant Multi-modal transportation planning studies												
b. Obtain and assess Existing and Future Land Use and Zoning and ROW												
c. Obtain MDDTPW and Town Circulator Stop and Ridership Data and Files												
Task 2. Public Involvement and Coordinatio												
a. Project Management Teleconferences (6, 30 Minutes)												
b. Coordination with Public, TPO, MD DTPW												
c. Town Commission Meetings (2)												
d. Community Meetings (2)												
Task 3. Data Collection and Transit Hub Assessment												
a. Interview Town Circulator Drivers/Operator												
b. Ride Town Circulator Routes and Use Speedtracker for Speed/Delay and Rider Survey												
c. Interview Metrobus Riders at transfer points and at Cutler Bay Transitway Stations												
d. Analysis of MIOVision results												
e. GIS Analysis of ridership and route demographics												
f. Development of alternative system routes and schedules												
g. Sketch Planning Stop/Hub Utilization Assessment												
h. Capital, O&M Cost Analysis (3 Schedules)												
Task 4. Mobility Hub siting and Conceptual Design												
a. Hub Siting Analysis up to 12 locations												
b. Development of Neighborhood, Community and Central Hub Templates												
c. Review of Right of Way, Adjacent Land Use and Ped/Bike Access												
d. Assessment of permitting requirements												
e. Cost Estimates 12 locations												
Task 5. Documentation												
a. Recommendations: Prioritization												
b. Potential Funding												
b. Powerpoint presentations for Commission Meetings												
c. Final Report												

Exhibit "C": "Project Cost"

Town of Cutler Bay SMART Network Plan

MARLIN ENGINEERING, INC.

Tasks/Subtasks	Project Manager		Senior Designer		Planner		Engineering Technician/GIS		CADD Designer		Clerical		Staff-Hours by Activity	Raw Cost by Activity
	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate		
		\$175.00		\$159.00		\$130.00		\$90.00		\$100.00		\$50.00		
Task 1. Background Information/Existing Conditions														
a. Review relevant Multi-modal transportation planning studies	2	\$350.00	0	\$0.00	8	\$1,040.00	0	\$0.00	0	\$0.00	0	\$0.00	10.00	\$1,390.00
b. Obtain and assess Existing and Future Land Use and Zoning and ROW	2	\$350.00	0	\$0.00	8	\$1,040.00	0	\$0.00	0	\$0.00	0	\$0.00	10.00	\$1,390.00
c. Obtain MDDTPW and Town Circulator Stop and Ridership Data and Files	2	\$350.00	0	\$0.00	6	\$780.00	8	\$720.00	0	\$0.00	0	\$0.00	16.00	\$1,850.00
Subtotal Task 1														\$4,630.00
Task 2. Public Involvement and Coordination														
a. Project Management Teleconferences (6, 30 Minutes)	3	\$525.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	3.00	\$525.00
b. Coordination with TPO, MD DTPW	4	\$700.00	0	\$0.00	8	\$1,040.00	0	\$0.00	0	\$0.00	0	\$0.00	12.00	\$1,740.00
c. City Commission Meetings (2)	4	\$700.00	0	\$0.00	4	\$520.00	0	\$0.00	0	\$0.00	0	\$0.00	8.00	\$1,220.00
d. Community Meetings (2)	16	\$2,800.00	0	\$0.00	16	\$2,080.00	24	\$2,160.00	0	\$0.00	8	\$400.00	64.00	\$7,440.00
Subtotal Task 2														\$10,925.00
Task 3. Data Collection and Transit Hub Assessment														
a. Interview Town Circulator Drivers/Operator	4	\$700.00	0	\$0.00	8	\$1,040.00	0	\$0.00	0	\$0.00	0	\$0.00	12.00	\$1,740.00
b. Ride Town Circulator Routes and Use Speedtracker for Speed/Delay and Rider Survey	2	\$350.00	0	\$0.00	4	\$520.00	16	\$1,440.00	0	\$0.00	0	\$0.00	22.00	\$2,310.00
c. Interview Metrobus Riders at transfer points and at Cutler Bay Transitway Stations	2	\$350.00	0	\$0.00	8	\$1,040.00	16	\$1,440.00	0	\$0.00	0	\$0.00	26.00	\$2,830.00
d. Analysis of MIOVision results	1	\$175.00	0	\$0.00	2	\$260.00	2	\$180.00	0	\$0.00	0	\$0.00	5.00	\$615.00
e. GIS Analysis of ridership and route demographics	4	\$700.00	0	\$0.00	4	\$520.00	16	\$1,440.00	0	\$0.00	0	\$0.00	24.00	\$2,660.00
f. Development of alternative system routes and schedules	2	\$350.00	0	\$0.00	8	\$1,040.00	4	\$360.00	0	\$0.00	0	\$0.00	14.00	\$1,750.00
g. Sketch Planning Stop/Hub Utilization Assessment	4	\$700.00	0	\$0.00	16	\$2,080.00	8	\$720.00	0	\$0.00	0	\$0.00	28.00	\$3,500.00
h. Capital, O&M Cost Analysis (3 Schedules)	4	\$700.00	0	\$0.00	8	\$1,040.00	0	\$0.00	0	\$0.00	0	\$0.00	12.00	\$1,740.00
Subtotal Task 3														\$17,145.00
Task 4. Mobility Hub siting and Conceptual Design														
a. Hub Siting Analysis up to 12 locations	4	\$700.00	8	\$1,272.00	8	\$1,040.00	8	\$720.00	0	\$0.00	0	\$0.00	28.00	\$3,732.00
b. Development of Neighborhood, Community and Central Hub Templates	2	\$350.00	20	\$3,180.00	4	\$520.00	0	\$0.00	24	\$2,400.00	0	\$0.00	50.00	\$6,450.00
c. Review of Right of Way, Adjacent Land Use and Ped/Bike Access	2	\$350.00	16	\$2,544.00	16	\$2,080.00	0	\$0.00	24	\$2,400.00	0	\$0.00	58.00	\$7,374.00
d. Assessment of permitting requirements	2	\$350.00	8	\$1,272.00	0	\$0.00	0	\$0.00	8	\$800.00	0	\$0.00	18.00	\$2,422.00
e. Cost Estimates 12 locations	4	\$700.00	16	\$2,544.00	0	\$0.00	0	\$0.00	16	\$1,600.00	0	\$0.00	36.00	\$4,844.00
Subtotal Task 4														\$19,978.00
Task 5. Documentation														
a. Recommendations: Prioritization	2	\$350.00	0	\$0.00	8	\$1,040.00	0	\$0.00	0	\$0.00	0	\$0.00	10.00	\$1,390.00
b. Potential Funding	4	\$700.00	0	\$0.00	16	\$2,080.00	0	\$0.00	0	\$0.00	0	\$0.00	20.00	\$2,780.00
b. Powerpoint presentations for Commission Meetings	4	\$700.00	0	\$0.00	16	\$2,080.00	0	\$0.00	0	\$0.00	8	\$400.00	28.00	\$3,180.00
c. Final Report	4	\$700.00	0	\$0.00	16	\$2,080.00	16	\$1,440.00	16	\$1,600.00	16	\$800.00	68.00	\$6,620.00
Subtotal Task 5														\$13,970.00
Total: Hours and Labor Costs	78	\$13,650.00	68	\$10,812.00	170	\$22,100.00	110	\$9,900.00	88	\$8,800.00	32	\$ 1,600.00	546.00	\$66

Exhibit “D”: “E-Verify”

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

E-VERIFY

375-040-68
PROCUREMENT
01/11

Contract No: _____

Financial Project No(s): _____

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

Vendor/Consultant 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: _____