

**RESOLUTION No. 23-09**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT WITH THE MIAMI-DADE COUNTY TRANSPORTATION PLANNING ORGANIZATION (TPO) FOR THE CITY OF DORAL TO RECEIVE \$40,000.00 IN GRANT FUNDING FOR THE TRANSPORTATION MASTER PLAN UPDATE; AUTHORIZING THE CITY MANAGER TO EXECUTE THE INTERLOCAL AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, in November of 2021, the Transportation Planning Organization (TPO) placed a call and requested ideas from municipalities for the funding of transportation planning projects for the FY 2023-2024 Municipal Grant Program; and

**WHEREAS**, the Municipal Grant Program is a competitive program which awards funds to municipalities for transportation planning studies; and

**WHEREAS**, the Program supports the implementation of complete streets, first/last mile connections, connected and autonomous vehicles, transit supportive projects, and other priority projects that enhance connectivity, accessibility, and integration of the entire transportation network; and

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

**WHEREAS**, the Public Works Department (PWD) prepared and submitted an application requesting \$40,000.00 to fund the completion of the Transportation Master Plan Update; and

**WHEREAS**, the TPO provided the attached Interlocal Agreement to the City of

Doral (City) to receive reimbursement funding in the amount of \$40,000.00 for use in the development of the Transportation Master Plan Update; and

**WHEREAS**, the TPO will reimburse the City a total amount of \$40,000.00 and the City will be responsible for 210,000.00 local match; and

**WHEREAS**, the Transportation Master Plan Update will be the City of Doral's blueprint for creating safe, convenient, and sustainable transportation options that meet the needs of the community and increases accessibility; and

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

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

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

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

**Section 2. Approval.** The Interlocal Agreement with Miami-Dade County Transportation Planning Organization for the City of Doral to receive funding in the amount of \$40,000.00 for use in the development of the Transportation Master Plan Update, subject to any non-substantial changes that are approved by the City Attorney, 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 Pineyro who moved its adoption. The motion was seconded by Councilmember Puig-Corve and upon being put to a vote, the vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Rafael Pineyro	Yes
Councilwoman Digna Cabral	Yes
Councilwoman Maureen Porras	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 11 day of January, 2023.



CHRISTI FRAGA, MAYOR

ATTEST:



CONNIE DIAZ, MMC  
CITY CLERK

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



LUIS FIGUEREDO, ESQ.  
CITY ATTORNEY

# EXHIBIT “A”

# INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Miami-Dade Transportation Planning Organization (“TPO”), hereinafter called the TPO and the *City of Doral*, a municipal corporation of the State of Florida (“City”). The City and the TPO may each be referred to individually as a “Party” and may collectively be referred to as the “Parties.”

The TPO and the *City of Doral* have determined to jointly fund the 2022 Doral Transportation Master Plan Update and the *City of Doral* has determined to provide the services for such study and its share of the costs thereof as provided below.

## WITNESSETH:

**ARTICLE 1.00:** The TPO does hereby retain the *City of Doral* to provide the services for the 2022 Doral Transportation Master Plan Update, which services are described in Exhibit "A": "Scope of Services", and Exhibit "B": "Project Schedule". The parties further agree that the project costs are provided in Exhibit "C": "Project Cost." The E-Verify Certification provided in Exhibit “D” must be signed by the recipient. In addition, Exhibit “E”: “Title VI Quarterly Progress Report” must be filled out and transmitted to the TPO on a quarterly basis concurrently with the Unified Planning Work Program schedule. The referenced exhibits are attached hereto and made part hereof as though fully recited herein. **Article 16.00** governs each party’s obligations for its portion of the Project Cost.

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

Before initiating the work described in Exhibits "A", "B" and "C", the TPO Executive Director or her designee shall execute and issue the *City of Doral* a Notice-to-Proceed with the work described in said Exhibits, such work to constitute performance of the 2022 Doral Transportation Master Plan Update as set forth in said Exhibits.

**ARTICLE 3.00:** The services to be rendered by the *City of Doral* shall be commenced subsequent to the execution and issuance of the Notice-to-Proceed and shall be completed within **Sixteen (16) months** from the date of execution and issuance of the Notice-to-Proceed.

**ARTICLE 4.00:** The *City of Doral* agrees to provide Project Schedule progress reports on a quarterly basis and in a format acceptable to the TPO Executive Director. The TPO Executive Director shall be entitled at all reasonable times to be advised, upon written request, as to the status of work being done by the *City of Doral* and of the details thereof. Coordination shall be maintained by the *City of Doral* with the TPO Project Manager and other representatives. Either parties to the agreement may request in writing and be granted a conference. The parties also agree to establish a Study Advisory Group comprised of stakeholders and led by the TPO's and City of Doral's respective Project Managers.

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

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

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

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

***SUB-ARTICLE 5.10:*** The failure of any party to comply with its obligations hereunder shall be excused to the extent such party's performance has been rendered impossible as a result of: an act of God, strike, labor dispute, war, fire, earthquake, epidemic, pandemic, riots, act of public enemies, acts or threats of terrorism, action of federal, state or local governmental authorities or for any other reason beyond the reasonable control of the party claiming protection by reason of such force majeure event ("Force Majeure Event"). The party claiming protection by reason of such Force Majeure Event shall give written notice to the other party as soon as practicable but no later than five (5) business days after the date the Force Majeure Event occurred.

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

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

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

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

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

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

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

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

of the **City of Doral'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: The **City of Doral** shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the **City of Doral** is in the exclusive possession of another who fails or refuses to furnish this information the **City of Doral** shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the **City of Doral'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 the **City of Doral** under the contract until the **City of Doral** complies, and/or
  - b. cancellation, termination or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The **City of Doral** shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The **City of Doral** shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event the **City of Doral** becomes involved in, or is

threatened with, litigation with a sub-contractor or supplier as a result of such direction, the *City of Doral* may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the *City of Doral* may request the United States to enter into such litigation to protect the interests of the United States.

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

human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the *City of Doral* must take reasonable steps to ensure that LEP persons have meaningful access to the *City of Doral's* programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits the *City of Doral* from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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

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

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

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

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

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

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

***ARTICLE 12.00:*** All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders. Title and paragraph headings are for convenient reference and are not a part of this Agreement. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms of this Agreement shall control. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or applicable local laws, codes, or regulations, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

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

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

***ARTICLE 14.00:*** The ***City of Doral*** agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of this Agreement, without first notifying the TPO Executive Director or her designee and securing its consent. The ***City of Doral*** also agrees that it shall not copyright or patent any of the data and/or information furnished in compliance with this Agreement, it being understood that, under Article 8.00 hereof, such data or information is the joint property of the TPO and the City. This Section shall not be construed to limit or restrict public access to documents, papers, letters or other material pursuant to Article 8.10 of this Agreement.

***ARTICLE 15.00:*** The TPO shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money shall be paid on such contract.

***ARTICLE 16.00:*** Payment of project costs - It is mutually agreed and understood that the Project Costs shall be as provided in Exhibit C. TPO shall pay the ***City of Doral 16%*** of such Project Costs. The ***City of Doral*** shall be responsible for the remaining Costs. The ***City of Doral*** shall invoice TPO monthly for TPO's share of Project Costs in a format acceptable to the TPO Executive Director or her designee and shall be paid therefore on a percentage of completion basis for each Task described in the Notice-to-Proceed executed in accordance with Article 2.00. The ***City of Doral*** shall invoice 100% of the TPO's share of the Project Cost upon completion of all Task Orders, as indicated under Exhibit "A". The total compensation to be paid by the TPO to the ***City of Doral*** hereunder shall not exceed ***Forty Thousand Dollars (\$40,000.00)***.

***SUB-ARTICLE 16.10:*** By executing this agreement the ***City of Doral*** commits to fund the ***84%*** local share minimum of this agreement as specified in Exhibit C.

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

***ARTICLE 17.00:*** Standards of Conduct - Conflict of Interest - The ***City of Doral*** covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Agreement, which standards will be referred and made a part of this Agreement as though set forth in full. The ***City of Doral*** agrees to incorporate the provisions of this article in any subcontract into which it might enter with reference to the work performed.

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

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

**ARTICLE 20.00:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall be in Miami-Dade County, Florida. The term “proceedings” shall include, but not be limited to, all meetings to resolve the dispute, including voluntary arbitration, mediation, or other alternative dispute resolution mechanism. The parties both waive any defense that venue in Miami-Dade County is not convenient. In any civil action or other proceedings between the parties arising out of the Agreement, each party shall bear its own attorney’s fees and costs.

**ARTICLE 21.00:** Any notice, consent or other communication required to be given under this Agreement shall be in writing, and shall be considered given when delivered in person or sent by facsimile or electronic mail one (1) business day after being sent by reputable overnight carrier or three (3) business days after being mailed by certified mail, return receipt requested, to the parties at the addresses set forth below (or at such other address as a party may specify by notice given pursuant to this Section to the other party):

To the TPO:

Miami-Dade Transportation Planning  
Organization  
150 West Flagler Street  
Suite 1900  
Miami, Florida 33130  
Attn: Aileen Bouclé, Executive Director  
E-Mail: [Aileen.Boucle@mdtpo.org](mailto:Aileen.Boucle@mdtpo.org)

To the City:

City of Doral  
8401 NW 53rd Terrace  
Doral, FL 33166  
Attn: Barbara Hernandez, City Manager  
[Barbie.Hernandez@cityofdoral.com](mailto:Barbie.Hernandez@cityofdoral.com)

With copies to:

City of Doral  
Office of the City Attorney  
8401 NW 53rd Terrace  
Doral, FL 33166  
Attn: Luis Figueredo, City Attorney  
E-Mail: [Luis Figueredo@cityofdoral.com](mailto:Luis.Figueredo@cityofdoral.com)

**ARTICLE 22.00:**

Attachments:

Exhibit "A", Scope of Services                      Exhibit "C", Project Budget  
Exhibit "B", Project Schedule                      Exhibit "D", E-Verify Certification  
Exhibit "E", Title VI Quarterly Progress Report

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 shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

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.

**ARTICLE 23.00:** No provision of this Agreement shall, in any way, inure to the benefit of any third parties so as to constitute any such third party a beneficiary of this Agreement, or of anyone or more of the terms hereof, or otherwise give rise to any cause of action in any party not a party hereto.

**ARTICLE 24.00:** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations and the certifications hereunder have been duly authorized, and that the Agreement is valid and legal agreement binding on such party and enforceable in accordance with its terms. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile, .pdf and other electronic signatures to this Agreement shall have the same effect as original signatures.

IN WITNESS WHEREOF, the parties hereto have executed these presents this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

FOR MIAMI-DADE TPO:

ATTEST:

Miami-Dade TPO Clerk of the Board

By: \_\_\_\_\_  
Aileen Bouclé, Executive Director

By: \_\_\_\_\_  
Tawana Parker

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

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

Approved as to Form and Legal Sufficiency

By: \_\_\_\_\_  
Assistant County Attorney

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

FOR: CITY OF DORAL

ATTEST:

(Affix City Seal)

BY: \_\_\_\_\_  
Connie Diaz, MMC, City Clerk

BY: \_\_\_\_\_  
Barbara Hernandez, City Manager

Approved by City Attorney  
as to legal form and correctness:

Approved as to  
Insurance Requirements:

\_\_\_\_\_  
Luis Figueredo, City Attorney

\_\_\_\_\_  
Luis Figueredo, City Attorney



800 Northwest 62 Avenue  
Suite 490  
Miami, FL 33126  
P 786.845.9540

[gannettfleming.com](http://gannettfleming.com)

## CONSULTANT SCOPE OF SERVICE PROPOSAL

Date: October 13, 2022

Dear Mrs. Carbonell:

Gannett Fleming, Inc. proposes to provide the services identified below for the project entitled “**City of Doral 2022 Transportation Master Plan Update**”, pursuant to its Professional Service Agreement with the City of Doral, RFQ No. 2022-19.

### I. SCOPE OF SERVICE

Gannett Fleming, Inc. (the CONSULTANT) shall provide traffic engineering and transportation planning services to the City of Doral (the CITY) for the development of the 2022 Transportation Master Plan Update (the PROJECT). The 2022 Transportation Master Plan will be the City of Doral’s blueprint to creating safe, convenient, and sustainable transportation options that meet the needs of the community and increases accessibility. The Scope of Service comprises the following tasks.

#### **Task 1: Project Management**

##### General Project Management

The CONSULTANT must demonstrate good project management practices while working on the PROJECT, including effective communication with the CITY and others as necessary, effective management of time and resources, and quality of documentation. Throughout the PROJECT, the CONSULTANT shall set up and maintain a contract file in accordance with CITY’s procedures. The CONSULTANT and any subconsultants are expected to know the laws and rules governing their profession and are expected to provide professional services in accordance with current and applicable regulations, codes, ordinances, and standards.

The CITY will provide contract administration and management, as well as technical reviews of all work associated with the development of the PROJECT. The CITY’s technical reviews will focus on high-level conformance and are not meant to substitute the CONSULTANT’s quality reviews of deliverables. The CONSULTANT is fully responsible for work performed and work products developed under this Scope of Services.

The CONSULTANT must maintain staffing levels and personnel qualifications necessary to complete the required activities for this Scope of Services. The CONSULTANT shall assign only competent technical and professional personnel qualified by the necessary experience and education to perform assigned work. The CONSULTANT's work must be performed to CITY's standards and procedures by personnel identified in the contract. Any changes in the identified personnel will be subject to review and approval by the CITY.

The CONSULTANT must request approval from the CITY's Project Manager for any modifications or additions to the list of available staff prior to the initiation of any work by that individual. If applicable, new job classifications may be added to the contract via contract amendment and must be approved by Procurement. The CONSULTANT shall submit a copy of the resume and payroll register before new staff can be added.

Except to the extent expressly authorized herein, CONSULTANT and its employees, agents, representatives, or subconsultants are not agents of the CITY for any purpose or authority such as to bind or represent the interests thereof and shall not represent that it is an agent or that it is acting on the behalf of the CITY. The CITY shall not be bound by any unauthorized acts or conduct of CONSULTANT.

The CITY Project Manager will be the representative of the CITY for the PROJECT. The CONSULTANT must regularly communicate with the CITY Project Manager to discuss and resolve issues or solicit opinions regarding the PROJECT. The CONSULTANT must include the CITY when seeking and receiving advice from various State, regional, and local agencies and citizen groups. The final direction on all matters for this PROJECT remains with the CITY Project Manager.

#### Progress Reporting

The CONSULTANT is responsible for maintaining PROJECT files, including copies of submittals and underlying data, calculations, information and supporting project documentation. The CONSULTANT is responsible for preparing monthly progress reports and schedule updates. Progress reports will be delivered to the CITY in a format prescribed by the CITY Project Manager with the corresponding invoice. The CONSULTANT will regularly communicate the status of the PROJECT with the CITY while managing subconsultant efforts and executing subconsultant agreements.

#### Quality Control

The CITY requires that all PROJECT documents, technical studies, calculations, maps, reports, and conceptual plans/designs are correct and complete, appropriate for the intended purposes, and conform to requirements of this Scope of Services. The CONSULTANT is responsible for the quality of all deliverables, including those from subconsultants. The CONSULTANT will independently and continually review deliverables for accuracy and completeness. The CONSULTANT must develop and follow an internal Quality Control (QC) process. The QC process is intended to ensure that quality is achieved through checking, reviewing, and verifying work activities and deliverables by qualified individuals who were not directly responsible for performing the initial work.

### Steering Committee

The CONSULTANT will coordinate work activities with any ongoing and/or planned CITY projects that may affect the PROJECT. The CITY and CONSULTANT shall coordinate with State, regional, and local entities to ensure PROJECT concepts are compatible with local improvements and right of way activities. The CONSULTANT will inform the CITY Project Manager of all coordination activities with other agencies or entities prior to holding such activities. The CITY Project Manager shall be included in all such coordination activities.

The CONSULTANT will organize the creation of a Steering Committee for the PROJECT. At the discretion of the CITY, the Steering Committee may include a representative from:

- the CITY's Planning and Zoning, Parks and Recreation, Public Affairs, Economic Development, Finance, Information Technology, and Police departments,
- Florida Department of Transportation (FDOT)
- Miami-Dade Transportation Planning Organization (TPO)
- Miami-Dade Department of Transportation and Public Works (DTPW)
- Miami-Dade Miami International Airport (MIA)
- Miami-Dade Fire and Rescue
- Miami-Dade Police Department
- Town of Medley
- City of Sweetwater

The CONSULTANT will coordinate work activities necessary to schedule and execute three Steering Committee meetings throughout the course of the PROJECT. These meeting will be virtual and their purpose of the Steering Committee will be to provide general guidance on the course of the PROJECT. The Steering Committee will review the PROJECT's identified existing and future issues and opportunities, methodologies of analyses, preliminary proposed projects, policies, programs, and strategies, and recommendations. The Steering Committee will aid the CITY in prioritizing the subcomponents of each of these elements.

### **Task 2: Public Involvement**

#### Public Involvement Plan

The CONSULTANT is responsible for creating a Public Involvement Plan (PIP). The PIP must include a public involvement schedule and identify potential stakeholders and communities affected by the PROJECT to establish the appropriate outreach methods. This includes consideration of the demographics of the Study Area and any reasonable accommodations including, but not limited to, disabled, transit-dependent, Limited English Proficient (LEP), elderly, low income, or minority. At a minimum, the PIP must include the following:

- Project purpose, goals, and objectives
- Identification of elected officials and agencies
- Identification of affected communities and stakeholders
- Identification of media (e.g., television, radio, newspaper) for news and/or advertisement
- Proposed involvement activities

- Anticipated schedule of involvement activities
- Methodology for collecting and responding to public comments

Discussion of public comments will be analyzed and incorporated, as appropriate. As part of the PIP, the CONSULTANT will develop public involvement materials for approval by the CITY.

### Communications

The CONSULTANT will assist the CITY with collecting data specific to the public involvement process and preparing responses to any public inquiries received throughout the PROJECT. The CONSULTANT will maintain and regularly update an electronic public involvement project file, which will document a record of public involvement activities for the PROJECT.

All written correspondence between the CONSULTANT and any party pertaining specifically to the PROJECT must be reviewed and approved by the CITY. The CONSULTANT must respond to information requests relative to the PROJECT from third parties at the direction, and with the approval, of the CITY. The CONSULTANT will assist the CITY in preparing the content of letters from CITY personnel to other agencies, public officials, and others as needed or requested.

The CONSULTANT is responsible for identifying and maintaining the PROJECT mailing list that may include officials and interested parties (any person or institution expressing an interest in the PROJECT), affected parties, and potential review agencies. The CONSULTANT will work with the CITY to generate or obtain mailing labels of property owners using the County Property Appraisers' Offices.

### Public Workshops

The CONSULTANT will actively support the CITY in organizing and conducting two public workshops, which may be conducted during weekends or after normal working hours, in a virtual, in-person, or hybrid method. For any of the two public workshops, the CONSULTANT will prepare and/or be responsible for the following:

- Agenda
- Handouts
- Graphics for presentation
- Meeting equipment set-up and tear-down
- Display advertisements (these would be within CITY publications to avoid additional cost of publishing)
- Letters for notification of elected and appointed officials, property owners, and other interested parties (the CONSULTANT will pay the cost of first-class postage)
- Project fact sheets (the CITY must review fact sheets at least two weeks before the meeting or mail out)
- Meeting summaries provided to the CITY no later than five (5) business days after the meeting
- Preparation of response letters for CITY signature on public comments

At the CITY's discretion, the following items are additional public involvement material that may be required for the PROJECT.

- Social Media posts and engagement activities
- E-mail blasts
- Newsletters

Any materials prepared by the CONSULTANT for such meetings as listed above are subject to review and approval by the CITY. The CONSULTANT shall provide the CITY with a draft of any proposed materials at least two weeks prior to the meeting.

The CONSULTANT will assist the CITY when facilitating the public workshops to present PROJECT results and obtain comments related to the PROJECT. The meeting format will be developed by the CONSULTANT and approved by the CITY upon review. The CONSULTANT will participate in briefing and debriefing meetings with the CITY staff related to the public meeting.

The CONSULTANT will attend the meetings with a suitable number of personnel with appropriate technical expertise (based on project issues), as authorized by the CITY Project Manager, to assist the CITY in such meetings.

The CONSULTANT will coordinate with the CITY for the public workshops to take place within available City Government Center conference rooms. The CONSULTANT will be responsible for logistics associated with setting up the meeting.

The CONSULTANT will prepare documentation for public involvement activities conducted throughout the PROJECT which will be included within the Final Report.

### **Task 3: Data Collection and Analysis**

The CONSULTANT will review existing traffic data from planning studies to assess its usability for the traffic analysis of the PROJECT.

#### Traffic and Safety Analysis Methodology

A Traffic Analysis Methodology Memorandum will be drafted and submitted to CITY for review. The overall traffic analysis methodology will be performed based on the principles listed below.

- The Study Area will focus on roadways within the City of Doral municipal boundary. The corridors to be evaluate are listed in Table 1 and Table 2. The intersections to be evaluated are listed in Table 3.
- Traffic counts will be collected for the following two peak periods and operations analyses will primarily focus on the peak period with the higher volumes – the “worse condition” peak period. *(It is anticipated that the morning peak period should have the higher volumes due to school traffic).*
  - the weekday AM peak period anticipated to be between 7 AM and 9 AM

- the weekday PM peak period anticipated to be between 4 PM and 6 PM
- An existing condition Synchro model will be developed and calibrated for these one peak period only (the “worse condition” peak period).
- Streetlight Bigdata source will be used to identify Origin-Destination of trips to/from City of Doral and 24 predetermined zones (e.g.: City of Sweetwater, City of Medley, City of Miami, Miami International Airport, Port Miami, Florida International University, etc.).
- Traffic operations analyses will be performed using Synchro software from which Measures of Effectiveness (MOEs) and outputs will be extracted.
- SERPM will be validated and ran to obtain Design Traffic volumes for study intersections (daily and peak periods).
- A Future No Build model will be developed and ran for the “worse condition” peak period of the 2045 horizon year condition only.
- The traffic safety evaluation will include a review of the most recent 7-year historic data and calculation of existing Crash Rates for the intersections listed in Table 3.

Table 1: East-West Corridors

ID	Corridor	From	To	Jurisdiction
1	NW 12 St	NW 107 Ave	NW 78 Ave	County
2	NW 19/17 St	NW 107 Ave	NW 97 Ave	City
3	NW 25 St	NW 117 Ave	SR 826	County
4	NW 34/33 St	NW 117 Ave	NW 79 Ave	City
5	NW 41/36 St	SR 821	SR 826	County
6	NW 50 St	NW 117 Ave	NW 107 Ave	City
7	NW 52 St	NW 107 Ave	NW 97 Ave	City
8	NW 58 St	NW 117 Ave	SR 826	County
9	NW 53 St	NW 87 Ave	NW 79 Ave	City
10	NW 66 St	NW 107 Ave	NW 97 Ave	City
11	NW 74 St	SR 821	NW 97 Ave	County
12	NW 78 St	NW 114/112 Ave	NW 107 Ave	City
13	NW 78 St	NW 107 Ave	NW 102 Ave	City/Local
14	NW 82 St	NW 114/112 Ave	NW 104 Ave	City
15	NW 86 St	NW 114/112 Ave	NW 107 Ave	City/Local
16	NW 88 St	NW 109 Ave	NW 102 Ave	City
17	NW 90 St	NW 114 Path/Ct	NW 102 Ave	City (County Maintained)

*Table 2: North-South Corridors*

ID	Corridor	From	To	Jurisdiction
1	NW 107 Ave	SR 836	NW 90 St	County
2	NW 97 Ave	NW 12 St	NW 74 St	County
3	NW 87 Ave	SR 836	NW 58 St	County
4	NW 84 Ave	NW 12 St	NW 25 St	City
5	NW 84 Ave	NW 43 St	NW 58 St	City
6	NW 82 Ave	NW 12 St	NW 41/36 St	City
7	NW 117 Ave	NW 25 St	NW 34/33 St	City
8	NW 112 Ave	NW 25 St	NW 34/33 St	City
9	NW 79 Ave	NW 25 St	NW 58 St	City
10	NW 114/112 Ave	NW 34/33 St	NW 90 St	City
11	NW 112 Ave	NW 41/36 St	NW 58 St	City
12	NW 109 Ave	NW 41/36 St	NW 58 St	City
13	NW 102 Ave	NW 41/36 St	NW 90 St	City
14	NW 117 Ave	NW 50 St	NW 58 St	City
15	NW 104 Ave	NW 66 St	NW 82 St	City
16	NW 109 Ave	NW 78 St	NW 90 St	City

*Table 3: Major Signalized Intersections*

ID	Roadway	Crossroad
1	NW 12 Street	NW 107 Avenue
2	NW 12 Street	NW 97 Avenue
3	NW 12 Street	NW 87 Avenue
4	NW 12 Street	NW 82 Avenue
5	NW 25 Street	NW 117 Avenue
6	NW 25 Street	NW 107 Avenue
7	NW 25 Street	NW 97 Avenue
8	NW 25 Street	NW 82 Avenue
9	NW 25 Street	NW 79 Avenue
10	NW 33 Street	NW 107 Avenue
11	NW 33 Street	NW 97 Avenue
12	NW 33 Street	NW 87 Avenue

ID	Roadway	Crossroad
13	NW 41 Street	NW 115 Avenue
14	NW 41 Street	NW 114 Avenue
15	NW 41 Street	NW 107 Avenue
16	NW 41 Street	NW 102 Avenue
17	NW 36 Street	NW 87 Avenue
18	NW 36 Street	NW 82 Avenue
19	NW 36 Street	NW 79 Avenue
20	NW 58 Street	NW 114 Avenue
21	NW 58 Street	NW 107 Avenue
22	NW 58 Street	NW 97 Avenue
23	NW 58 Street	NW 87 Avenue
24	NW 74 Street	NW 114 Avenue
25	NW 74 Street	NW 107 Avenue
26	NW 74 Street	NW 97 Avenue
27	NW 25 Street	NW 87 Avenue
28	NW 41 Street	NW 97 Avenue
29	NW 58 St	NW 79 Ave
30	NW 58 St	NW 102 Ave
31	NW 74 Street	NW 102 Ave

Traffic Counts

Traffic data collection will include the following:

- Multimodal transportation counts at 73 locations listed in Table 4.
  - Beginning on a regular Tuesday morning and finishing on a regular Thursday night to cover a continuous 48-hour period
- Multimodal Turning Movement Counts (TMCs) at 31 locations listed in Table 3.
  - TMCs will be collected for the weekday 2-hour AM and PM peak periods.
- Origin-Destination data from Streetlight Bigdata source will be extracted for the AM and PM peak periods during weekdays in the year 2021.
- Bicycle and pedestrian count data will be collected as part of the TMCs.

Crash Data

The most recent 7-year historic data will be extracted and compiled from Signal4 Analytics; a statewide interactive, web-based geospatial crash analytical tool developed by and hosted at University of Florida, Geoplan Center and funded by FDOT.

Table 4: Proposed Locations for 48-hour Multimodal Transportation Counts

ID	Roadway	Location	Crossroad	Functional Classification	No. of Lanes	Median Type
D01	NW 12 St	East of	NW 84 Ave	Minor Arterial	6LD	Raised
D02	NW 12 St	East of	NW 93 Ct	Minor Arterial	4LD	TWLTL
D03	NW 12 St	East of	NW 107 Ave	Minor Arterial	4LD	Raised
D04	NW 17/19 St	East of	NW 107 Ave	Local Road	4LD	Raised
D05	NW 25 St	West of	NW 79 Ave	Minor Arterial	6LD	Raised
D06	NW 25 St	West of	NW 92 Ave	Minor Arterial	4LD	TWLTL
D07	NW 25 St	West of	NW 102 Ave	Minor Arterial	4LD	TWLTL
D08	NW 25 St	West of	NW 112 Ave	Minor Arterial	4LD	Raised
D09	NW 33 St	West of	NW 79 Ave	Local Road	2LD	TWLTL
D10	NW 33 St	West of	NW 84 Ave	Local Road	4LD	Raised
D11	NW 33 St	West of	NW 87 Ave	Collector	4LD	TWLTL
D12	NW 33 St	East of	NW 104 Ave	Collector	4LD	Raised
D13	NW 33 St	West of	NW 107 Ave	Local Road	2LD	TWLTL
D14	NW 34 St	West of	NW 114 Ave	Local Road	2LD	TWLTL
D15	NW 36 St	West of	NW 82 Ave	Principal Arterial	6LD	Raised
D16	NW 36/41 St	East of	NW 94 Ave	Principal Arterial	6LD	Raised
D17	NW 41 St	West of	NW 102 Ave	Principal Arterial	6LD	Raised
D18	NW 41 St	East of	NW 112 Ave	Principal Arterial	6LD	Raised
D19	NW 50 St	West of	NW 109 Ave	Local Road	2LD	TWLTL
D20	NW 53 St	West of	NW 79 Ave	Local Road	4LD	Raised
D21	NW 58 St	East of	NW 84 Ave	Minor Arterial	4LD	TWLTL
D22	NW 58 St	West of	NW 92 Ave	Minor Arterial	4LD	TWLTL
D23	NW 58 St	East of	NW 102 Ave	Minor Arterial	4LD	Raised
D24	NW 58 St	West of	NW 109 Ave	Minor Arterial	4LD	Raised

ID	Roadway	Location	Crossroad	Functional Classification	No. of Lanes	Median Type
D25	NW 74 St	West of	NW 107 Ave	Minor Arterial	6LD	Raised
D27	NW 78 St	West of	NW 109 Ave	Local Road	2LU	None
D28	NW 82 St	West of	NW 109 Ave	Local Road	2LD+BL	Raised
D29	NW 86 St	West of	NW 107 Ave	Local Road	2LU	None
D30	NW 90 St	West of	NW 107 Ave	Local Road	4LD	Raised
D31	NW 79 Ave	South of	NW 37 St	Collector	4LD	TWLTL
D32	NW 79 Ave	South of	NW 53 St	Collector	4LD	TWLTL
D33	NW 82 Ave	South of	NW 21 St	Collector	4LD	Raised
D34	NW 82 Ave	South of	NW 31 St	Collector	4LD	TWLTL
D35	NW 84 Ave	North of	NW 17 St	Local Road	4LD	Raised
D36	NW 87 Ave	North of	NW 17 St	Minor Arterial	6LD	Raised
D37	NW 87 Ave	South of	NW 33 St	Minor Arterial	6LD	Raised
D38	NW 87 Ave	South of	NW 52 St	Minor Arterial	4LD	Raised
D39	NW 97 Ave	South of	NW 17 St	Collector	4LD	TWLTL
D40	NW 97 Ave	South of	NW 33 St	Collector	4LD	Raised
D41	NW 97 Ave	North of	NW 33 St	Collector	4LD	Raised
D42	NW 97 Ave	South of	NW 52 St	Collector	4LD	Raised
D43	NW 97 Ave	North of	NW 58 St	Collector	2LD	TWLTL
D44	NW 102 Ave	North of	NW 52 St	Local Road	4LD	Raised
D45	NW 107 Ave	North of	NW 19 St	Minor Arterial	6LD	Raised
D46	NW 107 Ave	South of	NW 29 Ter	Minor Arterial	4LD	Raised
D47	NW 107 Ave	South of	NW 52 St	Minor Arterial	4LD	Raised
D48	NW 107 Ave	North of	NW 66 St	Collector	4LD	Raised
D49	NW 107 Ave	North of	NW 78 St	Collector	4LD	Raised
D50	NW 109 Ave	South of	NW 82 St	Local Road	2LU	None
D51	NW 112 Ave	South of	NW 30 St	Local Road	2LD	TWLTL
D52	NW 112 Ave	North of	NW 41 St	Local Road	2LD	TWLTL
D53	NW 112 Ave	North of	NW 74 St	Local Road	2LD+BL	Raised
D54	NW 112/114 Ave	North of	NW 86 St	Local Road	4LD	Raised

ID	Roadway	Location	Crossroad	Functional Classification	No. of Lanes	Median Type
D55	NW 114 Ave	North of	NW 36 Ter	Local Road	2LD	TWLTL
D56	NW 114 Ave	North of	NW 50 St	Local Road	2LD	TWLTL
D57	NW 114 Ave	North of	NW 60 St	Local Road	4LD	Raised
D58	NW 114 Ave	South of	NW 78 St	Local Road	4LD	Raised
D59	NW 117 Ave	South of	NW 34 St	Local Road	2LU	None
D60	NW 117 Ave	South of	NW 58 St	Local Road	2LU	None
D61	NW 74 St	West of	NW 97 Ave	Minor Arterial	6LD+BL	Raised
D62	NW 52 St	East of	NW 107 Ave	Local Road	4LD+BL	Raised
N01	NW 109 Ave	North of	NW 53 Ln	Local Road	2LU	None
N02	NW 102 Ave	South of	NW 62 St	Local Road	2LU	None
N03	NW 66 St	East of	NW 102 Ave	Local Road	2LD	TWLTL
N04	NW 66 St	East of	NW 104 Ave	Local Road	4LD	Raised
N05	NW 104 Ave	North of	NW 66 St	Local Road	2LD+BL	Raised
N06	NW 78 St	West of	NW 102 Ave	Local Road	2LD	Raised
N07	NW 102 Ave	North of	NW 78 St	Local Road	2LU	None
N08	NW 104 Ave	North of	NW 78 St	Local Road	2LD+BL	Raised
N09	NW 88 St	West of	NW 103 Ct	Local Road	2LD + BL	Raised
N10	NW 88 St	East of	NW 107 Ave	Local Road	2LU	None
N11	NW 84 Ave	South of	NW 52 St	Local Road	2LU	None
N12	NW 84 Ave	North of	NW 54 St	Local Road	2LU	None

Other Data Collection

Other data to be collected may include:

- Signalization data for the major signalized intersections
- Ongoing and approved developments
- Existing and future land use and zoning
- Most recent socioeconomic and travel behavior data
- Corridor context classification, posted speed limit, right-of-way, lane assignment, and dimension
- Lighting, landscaping, and hardscaping (*if readily available from existing as-built plans and/or aerial imagery*)
- Major trip generators by mode (*if readily available*)

- Bicycle and pedestrian facility types and dimensions (*if readily available from existing as-built plans and/or aerial imagery*)
- Transit routes, stops, amenities, and ridership
- Freight routes and restrictions

#### **Task 4: Previous Studies/Literature Review**

##### Previous Studies/Literature Review

The CONSULTANT will review the following documents:

- 2045 Long Range Transportation Plan (Miami-Dade TPO)
- 2045 Bicycle and Pedestrian Master Plan (Miami-Dade TPO)
- East-West Corridor Project Development & Environmental Study (Miami-Dade TPO)
- Miami-Dade Countywide Bicycle Network Plan (FDOT)
- SR 948/NW 36 Street Multimodal Corridor Study (FDOT)
- City of Doral Subarea Freight Mobility Improvement Plan (FDOT)
- Bikeway Network Plan (City of Doral)
- Transit Mobility Plan (City of Doral)
- Doral Boulevard Beautification Master Plan (City of Doral)
- Doral Trolley SMART Plan Coordination Study (City of Doral)
- Stormwater Master Plan (City of Doral)
- Doral Parks Master Plan (City of Doral)
- Low Impact Development Master Plan (City of Doral)
- Comprehensive Plan (City of Doral)
- Adaptive Reuse & Redevelopment Plan (City of Doral)
- Design District Master Plan (City of Doral)
- Climate Implementation Plan (City of Doral)
- Green Master Plan (City of Doral)

The CONSULTANT will extract and summarize data and information relevant to the existing and future land use, zoning, and transportation network of the CITY. The CONSULTANT will map committed and unfunded transportation and development projects in the Study Area.

##### Transportation, Land Use & Zoning Policies Review

The CONSULTANT will review and summarize the CITY's existing transportation, land use, and zoning policies. The CONSULTANT will coordinate with the CITY's Planning and Zoning and Economic Development departments, as well as with the developer community to determine existing policy issues and opportunities and project future growth.

#### **Task 5: Assessment of Existing Conditions**

##### Existing Traffic Operational Analysis

The collected traffic data will be processed into spreadsheets to facilitate entering the traffic volumes into the Synchro model files. The existing conditions traffic volumes will be developed and balanced, and existing conditions turning movement volumes figures will be produced. Detailed turning movement traffic volumes will be developed for one hour (the peak hour) of each peak period (weekday AM and PM).

Synchro models will be produced for use in developing signal timings and assess existing conditions. One Synchro model will be developed to represent the peak hour of the “worse condition” peak period to be studied. Once developed, the Synchro models will be run to verify coding. The Synchro models will be calibrated and outputs will be extracted from the Synchro models.

Synchro models will be produced for use in performing the traffic operations analyses; MOEs and outputs from the traffic analysis will be extracted from the Synchro models. The Synchro models will include motorized vehicles and pedestrians/bicycles. Transit operations will not be included in the Synchro models.

Development of the Synchro models will be performed in the most suitable versions of the software available when the PROJECT begins. Available information from Synchro models developed for past studies will be used for reference.

A Base Synchro model will include the following:

- Network links for of the signalized intersections identified in Table 3
- Definition of conflict areas
- Desired speeds and reduced speed areas
- Signal heads, signal detectors, and signal controllers with the baseline signal phasing

The Synchro model will include the “worse condition” peak hour of traffic only. Parameters to collect MOEs will be added to the base model, to include the following:

- LOS and delay for movement/approach to each signalized intersection, and an overall LOS and delay for each signalized intersection
- Bicycle and pedestrian throughput through each signalized intersection
- Vehicle/pedestrian throughput through each signalized intersection

Once the base Synchro model is complete, refinements for each peak period will include addition of the following:

- Vehicle inputs for each entry link (in 15-minute intervals), including vehicle classifications,
- Routes for each turning movement (motorized vehicles, bicycles, and pedestrians)
- Signal timings for each peak period

Once baseline inputs have been entered into the Synchro models, the model will be run to verify coding, and refined as needed. Output worksheets will be developed to compile/summarize the MOEs.

### Calibration and Validation

Once developed, the Synchro model for the existing condition weekday “worse condition” peak period will be calibrated to reasonably mimic real-world operations. Summary tables will be produced to compare the real-world data against the model outputs for the “worse condition” peak period, including vehicle throughput for each movement at each signalized intersection. During calibration, network desired speed distributions, conflict area settings, turning speed distributions, and driving behaviors may be refined. Calibration will be an iterative process. Once calibrated, the Synchro model will be run and output data will be compiled as described above. Outputs/MOEs will be pulled from an average of 5 model runs for the “worse condition” peak period.

### Future Demand Forecasting

Land use and socioeconomic data will be reviewed for both 2015 and 2040. The SERPM highway and transit networks will be reviewed and updated as necessary as well as zonal structures and centroid connectors. Once developed, the SERPM base year model will be validated by comparing output summary tables with the collected traffic counts and FTO counts. 2045 horizon year model runs and results will be performed and summarized. The resulting growth rates from the future year forecast will be applied to the updated existing conditions turning movement volume set for the Study Area and updated future conditions turning movement volume sets will be produced for 2045 for the weekday “worse condition” peak period only.

### Future No Build Traffic Operational Analysis

The CONSULTANT will analyze the operational performance of the No Build Alternative for the horizon year (2045) to identify deficiencies in the Study Area. The CONSULTANT will evaluate the operational effectiveness of the No Build Alternative using agreed upon performance MOEs. The analysis should include multimodal evaluation for pedestrian, bicycle, freight, and transit modes, as appropriate.

The existing conditions Synchro models will be updated with the future conditions turning movement volumes for the 2045 weekday “worse condition” peak hour. The models will then be used to develop future No Build conditions input signal timings for the major signalized intersections in the Study Area.

The existing conditions Synchro model will also be updated with the future conditions turning movement volumes, and the input signal timings developed for 2045 weekday “worse condition” peak hour. The future No Build conditions Synchro model will be run to verify coding, and signal timings/coordination will be refined as appropriate. The future No Build conditions Synchro model will then be run, and output data will be compiled. Outputs/MOEs will be pulled from an average of 5 model runs. Summary tables will be produced for each year/peak period, and bullets will be produced summarizing the observed deficiencies in the future No Build traffic operations.

### Intersection Safety Analysis

The CONSULTANT will review, merge, and clean the collected crash data. The CONSULTANT will summarize the collected crash data in graphs and text. The CONSULTANT will develop a maps display information from the collected crash data. The maps will show:

- Frequency distribution in a heat map
- Crashes by year
- Fatal and serious bodily injury crashes
- Bicycle and pedestrian crashes
- Commercial motor vehicles

The CONSULTANT will use the collect crash data and the Urban and Suburban Arterials Analysis Spreadsheet Summary tool from the Highway Safety Manual 1<sup>st</sup> Edition, Volume 2, Chapter 12, Predictive Method to determine the expected average crash frequency for the intersections listed in Table 3. Intersections will be ranked by expected average crash frequency to determine the priority of safety needs by corridor segments.

### Corridor Context Classification Review

The CONSULTANT will review the data collected to divide the corridors listed in Table 1 and Table 2 into logical segments based on traffic data, access management, posted speed limit, right-of-way, lane assignment, and dimensions.

The CONSULTANT will review the existing major trip generators, land use, and zoning abutting each corridor segment. The CONSULTANT will revise or determine appropriate existing Context Classifications for each corridor segment.

The CONSULTANT will review the existing multimodal and origin-destination data to identify network connectivity gaps and opportunities for improved bicycle and pedestrian, transit, and freight routing and amenities.

### Environmental Review

The CONSULTANT will review the following tools to determine and summarize environmental and health risks associated with each corridor segment:

- CITY's Street Trees Inventories
- CITY's Flood Information
- Miami-Dade County's Flood Vulnerability
- Miami-Dade County's Extreme Heat
- Council on Environmental Quality (CEQ) Climate and Economic Justice Screening
- Environmental Protection Agency (EPA) Environmental Justice Screening and Mapping

### Existing Mode Share Analysis

The CONSULTANT will review the most recent socioeconomic and travel behavior and origin-destination data to estimate a citywide mode share.

### Existing Conditions Report

The CONSULTANT will develop and submit two electronic copies of the Existing Conditions Report, one DRAFT version and one FINAL version. This report will summarize the information, methodologies, analyses, and results obtained through the completion of:

- Task 3: Data Collection and Analysis
- Task 4: Previous Studies/Literature Review
- Task 5: Assessment of Existing Conditions

The Existing Conditions Report shall summarize identified mobility, safety, connectivity, and accessibility issues and opportunities. The CITY and Steering Committee shall have an opportunity to review and comment on the DRAFT Existing Conditions Report. The CONSULTANT shall address submitted comments and coordinate a Comment Resolution Meeting with relevant reviewers if necessary.

### **Task 6: Plan Development**

#### Corridor Modal Priorities

Through coordination with the CITY and Steering Committee, the CONSULTANT will determine DRAFT Modal Priorities for the identified corridor segments. Modal priorities will be established using Complete Streets strategies, based on planned and committed projects, and based on identified mobility, safety, connectivity, and accessibility issues and opportunities. The DRAFT Modal Priorities will be presented to the public and revised based on obtained feedback to develop a FINAL version.

#### Future Mode Share Analysis

Based on the estimated Existing Mode Share, Corridor Modal Priorities, and through coordination with the CITY and Steering Committee, the CONSULTANT will develop a DRAFT Future Mode Share. The DRAFT Future Mode Share will be presented to the public and revised based on obtained feedback to develop a FINAL version.

#### Corridor Functional Planning

The CONSULTANT will identify capacity improvements at each corridor segment and major signalized intersection to ensure future conditions meet the CITY's Level of Service (LOS) standards.

Based on the future land use data, SERPM output, mapped committed and unfunded transportation and development projects, FINAL Modal Priorities, and input from the CITY's Planning and Zoning and Economic Development departments and developer community, the CONSULTANT will determine appropriate future Context Classification for each corridor segment. The CONSULTANT will develop prototypical future typical sections to be applied to corridor segments concurrent with the identified capacity improvements, corridor priorities, and determined future Context Classifications.

The CONSULTANT will propose multimodal transportation and land use policies, programs, and strategies for corridor segments that address identified needs and opportunities related vulnerable road users, multimodal amenities and parking, environmental risks, transit and freight loading, and spatial mismatch (i.e., land use).

#### Preliminary Project Bank

The CONSULTANT will assemble proposed improvements into comprehensive projects with independent utility and logical termini. The CONSULTANT will develop purpose and need statements applicable to recommended projects and will cross-reference the projects with the information in the Existing Conditions Report to ensure issues and opportunities are addressed. The CONSULTANT will summarize and map proposed projects and package as a comprehensive program: Preliminary Project Bank.

The CITY and Steering Committee shall have an opportunity to review and comment on the Preliminary Project Bank. The CONSULTANT shall address submitted comments and coordinate a Comment Resolution Meeting with relevant reviewers if necessary.

### **Task 7: Recommendations**

#### Project Prioritization Methodology & Final Project Bank

The CONSULTANT shall develop a DRAFT comprehensive criteria and methodology to prioritize the Revised Project Bank. The CITY shall have an opportunity to review and comment on the Project Prioritization Methodology. The CONSULTANT shall address submitted comments. The DRAFT Project Prioritization Methodology will be presented to the public and revised based on obtained feedback to develop a FINAL version.

The CONSULTANT will prioritize projects in the Revised Project Bank using the FINAL Project Prioritization Methodology. The Prioritized Project Bank will be shared with the Steering Committee and stakeholders to identify “quick build” opportunities. If “quick build” opportunities are identified, the project bank will be reprioritized to advance “quick build” projects.

### **Task 8: Funding and Financial Analysis**

#### Conceptual Cost Estimates & Capital Improvement Plan

The CONSULTANT will develop conceptual per mile cost estimates associated with recommended prototypical typical sections for the projects in the Final Project Bank. The CONSULTANT will review the CITY's existing and projected capital improvement budget to develop a cost-feasible 5-year Capital Improvement Plan.

#### Implementation Plan

The CONSULTANT will identify projects that meet the criteria of federal and state discretionary grant opportunities. The CONSULTANT will identify other potential and innovative federal, state, or private funding sources that may apply to projects. The CONSULTANT will identify applicable timelines and next steps for the CITY to apply for identified discretionary grants or access identified innovative funding sources.

### **Task 9: Final Reporting**

The CONSULTANT will develop and submit two electronic copies of the Final Report, one DRAFT version and one FINAL version. Along with the Final Report, the CONSULTANT will develop and submit two electronic copies of an Executive Summary, one DRAFT version and one FINAL version. This report and summary will include the information, methodologies, analyses, and results obtained through the completion of:

- Task 6: Plan Development
- Task 7: Recommendations
- Task 8: Funding and Financial Analysis

The Final Report will also incorporate the Existing Conditions Report. The CITY and Steering Committee shall have an opportunity to review and comment on the DRAFT Final Report and Executive Summary. The CONSULTANT shall address all submitted comments and coordinate a Comment Resolution Meeting with relevant reviewers if necessary.

### **Task 10: Plan Adoption**

#### Final Presentation

The CONSULTANT will develop and submit two electronic copies of a Final Presentation, one DRAFT version and one FINAL version. The Final Presentation will be used to debrief the City Council during the Public Hearing, if necessary. The CITY and Steering Committee shall have an opportunity to review and comment on the DRAFT Final Presentation. The CONSULTANT shall address submitted comments and coordinate a Comment Resolution Meeting with relevant reviewers if necessary.

#### Public Hearing

The CONSULTANT will attend one regularly scheduled CITY Council meeting which will serve as the Public Hearing for the PROJECT. The CONSULTANT will prepare necessary briefing and presentation materials to aid the CITY's elected officials in reviewing and adopting the 2022 Transportation Master Plan Update.

## **II. SUB-CONSULTANTS**

Services assigned to any subconsultants must be approved in writing and in advance by the CITY Project Manager, Procurement Office, and the CONSULTANT Project Manager in accordance with this Scope of Services. Any subconsultants to be hired and all work assignments to be performed, and all rates of compensation shall be agreed to by the CITY Project Manager, Procurement Office and the CONSULTANT Project Manager and documented in the contract file prior to any work being performed by the subconsultants. Table 5 lists the sub-consultants that will assist in performing the Work.

Table 5: List of Sub-consultants

Sub-consultant Name	Specialty/Expertise
EXP US Services, Inc.	Public/Stakeholder Engagement
Caltran Engineering Group, Inc.	Traffic Data Collection & Analysis
KCI Technologies, Inc.	Landscape & Hardscape

### III. SCHEDULE OF WORK – TIME OF PERFORMANCE

Within ten business days after the Notice to Proceed, and prior to the CONSULTANT beginning work, the CONSULTANT shall submit a PROJECT activity/event schedule to the CITY. The schedule must indicate required submittals, critical path activities, and key project milestones. The PROJECT duration is anticipated to be 16 months.

Periodically throughout the life of the contract, the CONSULTANT must review the project schedule to monitor the progress of the project. The CONSULTANT shall submit monthly progress reports with the approved schedule and schedule status report, which includes critical-path review, to the CITY Project Manager. Any adjustments or changes to the approved schedule must be approved by the CITY Project Manager.

### IV. COMPENSATION

The CONSULTANT shall perform the work detailed in this proposal for a lump sum fee of \$249,955.00. The CITY shall not be liable for any fee, cost, expense or reimbursable expense or other compensation beyond this amount.

Table 6: Summary of Compensation

Task	Task Name	Fee Amount	Fee Basis
1	Project Management	\$8,910.00	Lump Sum
2	Public Involvement	\$18,285.00	Lump Sum
3	Data Collection and Analysis	\$94,320.00	Lump Sum
4	Previous Studies/Literature Review	\$4,898.00	Lump Sum
5	Assessment of Existing Conditions	\$84,544.00	Lump Sum
6	Plan Development	\$12,675.00	Lump Sum
7	Recommendations	\$8,773.00	Lump Sum
8	Funding and Financial Analysis	\$7,313.00	Lump Sum
9	Final Reporting	\$5,284.00	Lump Sum
10	Plan Adoption	\$4,953.00	Lump Sum
<b>Total</b>		<b>\$249,955.00</b>	

## V. ADDITIONAL SERVICES

The CITY may establish an allowance for additional services requested by the CITY and for unforeseen circumstances, which shall be utilized at the sole discretion of the CITY.

Additional services for this PROJECT include:

- Research of Peer City Transportation and Land Use Policies
- RITIS/HERE Data Bottleneck Analysis
- Streetlight AADT and TMC Analysis
- Synchro Future Horizon Year (2045) Modelling for one Build Model for the “worse condition” peak period for one network mitigation alternative
- SERPM Build Alternative Future Horizon Year (2045) Modelling
- Bicycle and Pedestrian LOS Analysis
- School Traffic Operation Plans
- Key Project Conceptual Plans & Fact Sheet

## VI. PROJECT MANAGER

CONSULTANT’S Project Manager for this PROJECT will be Nelson Mora, P.E.

Submitted by:



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Carlos Cejas, P.E. – Vice-President  
Gannett Fleming, Inc.

Reviewed and approved by:

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Rita Carbonell – Assistant Director  
City of Doral



**Exhibit C  
Project Cost**

<b>Task Number</b>	<b>Task</b>	<b>Total</b>
1	Project Management	\$8,910.00
2	Public Involvement	\$18,285.00
3	Data Collection and Analysis	\$94,320.00
4	Previous Studies/Literature Review	\$4,898.00
5	Assessment of Existing Conditions	\$84,544.00
6	Plan Development	\$12,675.00
7	Recommendations	\$8,773.00
8	Funding and Financial Analysis	\$7,313.00
9	Final Reporting	\$5,284.00
10	Plan Adoption	\$4,953.00
<b>Total</b>		<b>\$249,955.00</b>

Exhibit "D"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

**E-VERIFY**

Contract No: G0173

Financial Project No(s): \_ 439994-4-14-01

Project Description: Municipal Grant 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: Hernan M. Organvidez, City Manager

Date: 10/28/22

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

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

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

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

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

1. Progress made this quarter:

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

3. Problems encountered/anticipated:

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

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

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