RESOLUTION NO. 2022-_2903

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A PROJECT AGREEMENT WITH THE CORRADINO GROUP, INC. TO PROVIDE TRAFFIC ENGINEERING SERVICES FOR THE 2022 TOWNWIDE TRAFFIC STUDY PROJECT PURSUANT TO THE CONTINUING SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES; AUTHORIZING THE EXPENDITURE OF FUNDS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 287.055, Florida Statutes (also known as the Consultants' Competitive Negotiation Act), the Town of Surfside (the "Town") entered into a Continuing Services Agreement with The Corradino Group, Inc. ("Consultant") for professional engineering services and other services executed by the parties on February 16, 2021 (the "CSA"); and

WHEREAS, in accordance with the provisions of the CSA, the Consultant and the Town have agreed to enter into a specific Project Agreement (the "Project Agreement"), in substantially the form attached hereto as Exhibit "A," authorizing the Consultant to perform traffic engineering services related to the preparation of an updated 2022 Townwide Traffic Study, which was last updated in 2012 (the "Services"); and

WHEREAS, the Consultant's Proposal attached hereto as Exhibit "B," provides for a scope of services detailing the Services to be provided by the Consultant, as well as a schedule for performance and compensation for the Services in an amount not to exceed \$204,500.00; and

WHEREAS, pursuant to the CSA, the Town Commission wishes to approve the Project Agreement, in substantially the form attached hereto as Exhibit "A," and the Consultant's Proposal, attached hereto as Exhibit "B," and authorize the expenditure of such funds; and

WHEREAS, the Town Commission finds that this Resolution is in the best interest and welfare of the Town and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. Each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval of Project Agreement and Proposal. The Project Agreement, attached hereto as Exhibit "A," and the Consultant's Proposal attached hereto as Exhibit "B", are hereby approved in substantially the forms attached hereto, subject to final approval as to form and legal sufficiency by the Town Manager and Town Attorney.

<u>Section 3.</u> <u>Authorization; Expenditure of Funds.</u> Pursuant to the CSA, the Town Manager is hereby authorized to enter into a Project Agreement, in substantially the form attached hereto as Exhibit "A," for the Services consistent with the Consultant's Proposal attached hereto as Exhibit "B," in an amount not to exceed \$204,500.00.

Section 4. Implementation. The Town Manager and Town Officials are authorized to take any and all necessary action to implement the Services and the purposes of this Resolution.

Section 5. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED on this 12th day of July, 2022.

Motion By: Commissioner Meischeid

Second By: Commissioner Landsman

Commissioner Fred LandsmanYesCommissioner Marianne MeischeidYesCommissioner Nelly VelasquezAbsentVice Mayor Jeffrey RoseYesMayor Shlomo DanzingerYes

Shlomo Danzinger, Mayor

ATTEST:

Sandra McCready, MMC, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:

Weiss Serota Helfman Cole & Bierman, P.L.

Town Attorney

PROJECT AGREEMENT
Between
TOWN OF SURFSIDE, FL
And
THE CORRADINO GROUP, INC.
Project Name: <u>2022 Townwide Traffic Study</u>

PROJECT AGREEMENT

Between

TOWN OF SURFSIDE, FL

And

THE CORRADINO GROUP, INC.

Project Name: 2022 Townwide Traffic Study

Subject to the provisions contained in the "Continuing Services Agreement for Professional Engineering Services" (hereinafter referred to as the "Continuing Services Agreement") between the TOWN OF SURFSIDE, FL (hereinafter referred to as "Town") and THE CORRADINO GROUP, INC., (hereinafter referred to as "Consultant") dated February 16, 2021, which Continuing Services Agreement was competitively procured through Request For Qualifications (RFQ) No. 2020-06 in accordance with Section 287.955, Florida Statutes, this Project Agreement is made effective as of the ______ day of ______, 2022, and authorizes the Consultant to provide the services as set forth below:

SECTION 1. SCOPE OF SERVICES

- 1.1 Consultant shall provide the services for the preparation of the **2022 Townwide Traffic Study** for the Town (the "Services"), as further outlined in Exhibit "1" attached hereto.
- 1.1 The Town may request changes that would increase, decrease, or otherwise modify the scope of services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

2.1 The Consultant shall prepare and provide the Town with the **2022 Townwide Traffic Study**, which shall be approved by the Town Manager.

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

- 3.1 Term. This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Town Manager, in his sole discretion, may extend the term of this Agreement through written notification to the Consultant. Such extension shall not exceed 90 days. No further extensions of this Agreement shall be effective unless authorized by the Town Manager.
- 3.2 <u>Commencement.</u> Services provided by the Consultant under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notice to Proceed ("Commencement Date") provided to the Consultant by the Town. The Consultant shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notice to Proceed. Consultant must receive written notice from the Town Manager prior to the beginning the performance of services.

- 3.3 <u>Contract Time.</u> Upon receipt of the Notice to Proceed, the Consultant shall provide services to the Town on the Commencement Date and continuously perform services to the Town, without interruption. The final study shall be completed and submitted to the Town within 450 days (15 months) of the Notice to Proceed.
 - 3.4 All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

- 4.1 <u>Compensation.</u> Consultant shall be compensated for the provision of the Services in accordance with Exhibit "B," "Consultant's Fees/Hourly Billing Rates," of the Continuing Services Agreement for Professional Engineering Services. Consultant shall be paid based on hours of service provided to a maximum not to exceed amount of \$204,500.00.
- 4.2 <u>Reimbursable Expenses</u>. The following expenses are reimbursable and will be billed at actual cost: Travel and accommodations (requires prior written approval), long distance telephone calls, facsimile, courier services, mileage (at a rate approved by the Town), photo and reproduction services. All document reproductions are also reimbursable, at a rate approved by the Town.

SECTION 5. BILLING AND PAYMENTS

5.1 <u>Invoices</u>

- 5.1.1. <u>Compensation and Reimbursable Expenses.</u> Consultant shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed.
- 5.1.2. Florida Prompt Payment Act. The Town shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.
- 5.2 <u>Disputed Invoices.</u> In the event that all or a portion of an invoice submitted to the Town for payment to the Consultant is disputed, or additional backup documentation is required, the Town shall notify the Consultant within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The Consultant shall provide the Town within five (5) working days of the date of the Town's notice. The Town may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the Consultant. The Town, at its sole discretion, may pay to the Consultant the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.
- 5.3 <u>Suspension of Payment.</u> In the event that the Town becomes credibly informed that any representations of the Consultant, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the Consultant is not in compliance with any term or condition of this Project Agreement, the Town may withhold payment of sums then or in the future otherwise due to the Consultant until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the Owner's reasonable satisfaction.
 - 5.4 <u>Retainage.</u> Not applicable.
- 5.5 <u>Final Payment.</u> Submission to the Consultant's invoice for final payment and reimbursement shall constitute the Consultant's representation to the Town that, upon receipt from the Town of the amount invoiced, all obligations of the Consultant to others, including its consultants, incurred in connection with the Project, shall be paid in full. The Consultant shall deliver to the Town all documents requested by the Town evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of all claims against the Town by the Consultant.

SECTION 6. TERMINATION/SUSPENSION

- 6.1 For Cause. This Agreement may be terminated by either party upon five (5) calendar days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that Consultant abandons this Agreement or causes it to be terminated by the Town, the Consultant shall indemnify the Town against any loss pertaining to this termination. In the event that the Consultant is terminated by the Town for cause and it is subsequently determined by a court by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 and the provision of Section 6.2 shall apply.
- 6.2 For Convenience. This Agreement may be terminated by the Town for convenience upon fourteen (14) calendar days' written notice to the Consultant. In the event of such termination a termination, the Consultant shall incur no further obligations in connections with the Project and shall, to the extent possible terminate any outstanding subconsultant obligation. The Consultant shall be compensated for all services performed to the satisfaction of the Town and reimbursable expenses incurred prior the date of termination. In such event, the Consultant shall promptly submit to the Town its invoice for final payment and reimbursement which invoice shall comply with the provisions of Section 5.1. Under no circumstances shall the Town make payment of profit to the Consultant for services which have not been performed.
- Assignment upon Termination. Upon termination of this Project Agreement, a copy of all work product of the Consultant shall become the property of the Town and the Consultant shall within ten (10) working days of receipt of written direction from the Town, transfer to either the Town or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Project Agreement. Upon the Town's request, the Consultant shall additionally assign its rights, title and interest under any subcontractor's agreements to the Town.
- Suspension for Convenience. The Town shall have the right at any time to direct the Consultant to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to thirty (30) calendar days. If any such suspension is directed by the Town the Consultant shall immediately comply with same. In the event the Town directs a suspension of performance as provided herein, through no fault of the Consultant, the Town shall pay the Consultant as full compensation for such suspension the Consultant's reasonable cost, actually incurred and paid, of demobilization and remobilization.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

3 of 4

IN WITNESS WHEREOF, the parties hereto have caused this Project Agreement to be executed the day and year as first stated above TOWN: TOWN OF SURFSIDE, FLORIDA, a ATTEST: Florida Municipal Corporation By:____ Andrew Hyatt, Town Manager TOWN CLERK Date: _____ APPROVED AS TO FORM AND LEGAL SUFFICIENCY: TOWN ATTORNEY **CONSULTANT:** THE CORRADINO GROUP, INC. By:____ Name: Date: WITNESSES: Print Name: Print Name: _____

Exhibit "1"

(Attach the Scope of Services Proposal from The Corradino Group, Inc.)

THE CORRADINO GROUP, INC.

CORRADINO

ENGINEERS · PLANNERS · PROGRAM MANAGERS · ENVIRONMENTAL SCIENTISTS

Sent via Email to JGreene@townofsurfsidefl.gov

June 17, 2022

Jason D. Greene, CGFO, CFE, CPFIM Assistant Town Manager/Finance Director Town of Surfside 9293 Harding Avenue Surfside, FL. 33154

Dear Mr. Greene:

It is our understanding that the Town of Surfside has requested traffic engineering services related to the preparation of an updated Townwide Traffic Study. Enclosed please find our scope of services proposal to prepare the Townwide Traffic Study per the following specific detailed tasks. The Corradino Group appreciates this opportunity to submit this proposal to the Town of Surfside. We look forward to assisting you in providing the best traffic engineering services possible to the Town.

Sincerely,

Joseph M. Corradino, AICP

President

The Corradino Group, Inc.

CONSULTING SERVICE AUTHORIZATION

TOWN P.O. NO	TOWN EXPENSE CODE
10wn P.O. NO	TOWN EXPENSE CODE

TITLE: Townwide Traffic Study Update

I. PROJECT DESCRIPTION:

The Consultant will provide traffic engineering services related to the preparation of an updated Townwide Traffic Study in the Town of Surfside, FL. The focus of the updated Townwide Traffic Study is to evaluate the traffic operations along key roadway corridors, evaluate the condition of existing traffic calming, recommend potential new traffic calming, confirm vehicle operating speeds along certain key roadway corridors and complete an updated crash review of the key segments and intersections within the Town of Surfside.

II. SCOPE OF SERVICES:

1. Traffic Data Collection- Manual Turning Movement Counts

The Consultant will collect manual turning movement counts during the AM and PM peak hour on a typical weekday at the following key intersections within the Town of Surfside.

- 96th Street and State Road A1A/Collins Avenue (signalized)
- 96th Street and State Road A1A/Harding Avenue (signalized)
- 96th Street and Abbott Avenue (unsignalized)
- 96th Street and Byron Avenue (signalized)
- 96th Street and 500 Block (signalized)
- 96th Street and Bay Drive (unsignalized)
- 95th Street and State Road A1A/Collins Avenue (signalized)
- 95th Street and State Road A1A/Harding Avenue (signalized)
- 95th Street and Abbott Avenue (unsignalized)
- 95th Street and Byron Avenue (traffic circle)
- 94th Street and State Road A1A/Collins Avenue (signalized)
- 94th Street and State Road A1A/Harding Avenue (signalized)
- 94th Street and Abbott Avenue (unsignalized)
- Bay Drive and Dickens Avenue (traffic circle)
- 93rd Street and State Road A1A/Collins Avenue (signalized)
- 93rd Street and State Road A1A/Harding Avenue (signalized)
- 93rd Street and Bay Drive/Emerson Avenue (unsignalized)
- 92nd Street and State Road A1A/Collins Avenue (unsignalized)
- 92nd Street and State Road A1A/Harding Avenue (unsignalized)
- 91st Street and State Road A1A/Harding Avenue (signalized)
- 91st Street and Abbott Avenue (unsignalized)
- 90th Street and State Road A1A/Collins Avenue (signalized)
- 90th Street and State Road A1A/Harding Avenue (unsignalized)

- 90th Street and Carlyle Avenue (unsignalized)
- 90th Street and Bay Drive (unsignalized)
- 89th Street and Hawthorne Avenue/Irving Avenue (unsignalized)
- 88th Street and State Road A1A/Collins Avenue (signalized)
- 88th Street and State Road A1A/Harding Avenue (signalized)
- 88th Street and Byron Avenue (unsignalized)
- 88th Street and Abbott Avenue (traffic circle)

Additional manual turning movement counts previously collected at the 91st Street and State Road A1A/Collins Avenue will be utilized in the traffic analysis.

The following intersections will have peak hour manual turning movement counts collected a second time during the construction of the Surfside Park Improvements located along Bay Drive just south of 96th Street. The peak hour manual turning movement counts will be collected with Bay Drive closed at 96th Street.

- 96th Street and Abbott Avenue (unsignalized)
- 96th Street and Byron Avenue (signalized)

2. Traffic Data Collection- 72 Hour bi-directional volume/speed tube counts

The Consultant will collect continuous bidirectional volume/speed tube counts at the following road segment locations for a period of 72 hours:

- Bay Drive between 96th Street and 95th Street
- Byron Avenue between 95th Street and 94th Street
- Carlyle Avenue between 94th Street and 93rd Street
- Abbott Avenue between 93rd Street and 92nd Street
- 94th Street between Carlyle Avenue and Byron Avenue
- 93rd Street between Carlyle Avenue and Byron Avenue
- 92nd Street between Dickens Avenue and Carlyle Avenue
- 91st Street between Carlyle Avenue and Byron Avenue
- 90th Street between Carlyle Avenue and Byron Avenue
- Emerson Avenue between 91st Street and 90th Street
- 89th Street between Carlyle Avenue and Byron Avenue
- Byron Avenue between 88th Street and 86th Street
- State Road A1A/Collins Avenue between 91st Street and 92nd Street
- State Road A1A/Collins Avenue between 91st Street and 92nd Street
- State Road A1A/Collins Avenue between 87th Terrace and 88th Street

Additional 72-hour bidirectional volume/speed tube counts previously collected along 88th Street between Hawthorne Avenue and Carlyle Avenue will be utilized in the traffic analysis.

3. Traffic Operational Analysis- Intersections and Road Segments

The Consultant will perform an Intersection capacity analysis for the subject intersections using software based on the Highway Capacity Manual (HCM) methodology. The analysis will be performed for morning and afternoon peak hour conditions using Synchro 11 software. The analysis scenarios will include the existing year (2022) the future 10-year planning horizon year (2032). The Consultant will also evaluate each intersection to determine if traffic signal timing modifications at the signalized intersections will improve traffic operations in the existing and future conditions scenarios.

The Consultant will perform a travel time and delay analysis along the following three road segments:

- 96th Street between 500 Block and State Road A1A/Collins Avenue
- State Road A1A/Collins Avenue between 88th Street and 96th Street
- State Road A1A/Harding Avenue between 96th Street and 88th Street

Synchro 11 software will be utilized to calculate the travel time and delay for these three roadway segments.

4. Traffic Calming Analysis-Speed Evaluation and Context Classification

The Consultant will take the 72-hour speed volume tube counts and evaluate the vehicle operating speeds along each roadway segment. The 50th percentile and 85th percentile speeds will be determined based on the average of three days of traffic data. The results will be reviewed against the current posted speed limit and the criteria included in the following documents:

- FDOT Speed Zoning for Highways, Roads and Streets in Florida Manual
- The United States Department of Transportation (USDOT)/Federal Highway Administration (FHWA) "Methods and Practice for Setting Speed Limits: An Informational Report"

The Consultant will also evaluate the Context Classification of the residential streets. Criteria from the FDOT Context Classification Guide will be evaluated against the vehicle operating speeds along each roadway segment.

The Consultant will recommend an area wide speed limit in the residential area west of State Road A1A/Harding Avenue based on the traffic data collection and context classification review.

5. Safety Review- 5 Year Crash Analysis

The Consultant will research the most recent five-year crash history at the key intersections and roadway segments using Signal Four Analytics. Signal Four Analytics will be used to determine the number of crashes that have occurred on the approaches to the subject intersection. Corradino traffic engineers will determine if there is a predominant crash pattern from the researched crash data. The Consultant will provide crash summary and heat map from Signal Four Analytics which documents the locations of each of the identified crashes within the most recent 5-year period.

6. Traffic Calming Improvement Plan

The Consultant will evaluate the existing traffic calming measures installed in the Town of Surfside. To appropriately justify traffic calming, a traffic volume threshold and one of the six other criteria must be met (according to the Miami Dade County Street Closure and Traffic Flow Modification Manual). The analysis of the data will be used to justify devices.

T	T
Residential Local Streets	Residential Collector Streets
>1,500 VPD <3000***	>3,000 VPD <8,000***
>150 VPH <300***	>300 VPH <800
10 MPH> Speed Limit	10 MPH> Speed Limit
>3 per year	>6 per year
>25%	>50%
>25	>50
2/3 of returned ballots**	2/3 of returned ballots **
	Local Streets >1,500 VPD <3000*** >150 VPH <300*** 10 MPH> Speed Limit >3 per year >25% >25

The Consultant will provide a summary of the criteria that are met for the existing traffic calming devices and/or justification for new traffic calming devices. The Consultant will prepare conceptual traffic calming improvement exhibits for typical traffic calming infrastructure improvements. These typical traffic calming exhibits will be limited to 4 traffic calming infrastructure improvements using aerial imagery as an exhibit base. The Consultant will review traffic operational and safety conditions and evaluate potential multimodal improvements along the 91st Street roadway corridor. The Consultant will review the existing available right-of-way and determine if complete streets improvements can be implemented within the existing edge of pavement to edge of pavement roadway typical section.

7. Community Outreach Meeting

The Consultant will attend one project community outreach meeting with neighborhood residents and key stakeholders to provide the residents an opportunity to identify the existing traffic issues within the study area, and to provide feedback regarding the existing and potential future traffic calming infrastructure. A brief presentation will be delivered to explain the project intent, summary of the preliminary traffic data collection and discussion of the overall process.

8. Traffic Study Technical Memorandum

The Consultant will summarize the traffic data collection, traffic operational analysis, traffic calming analysis, safety review and traffic calming improvement plan in a traffic calming technical memorandum that will be signed and sealed by a Florida registered professional engineer. The technical memorandum will utilize tables, figures and exhibits where needed.

9. Intergovernmental Coordination and Meeting Attendance

The Townwide Traffic Study will be submitted to the Town of Surfside and Miami Dade County DTPW for review and approval. The Consultant will update the technical memorandum based on the initial comprehensive set of review comments. This scope of services includes the initial traffic analysis and technical memorandum submittal plus one revision based on a set of comprehensive traffic review comments by the Town and Miami Dade County DTPW. Any additional revisions will be performed as part of an additional service agreement. This scope of services includes up to five meetings between Corradino, the Town of Surfside and Miami Dade County DTPW to discuss the methodology and results of the traffic analysis as outlined in the technical memorandum. If additional meeting attendance is required, an additional service will be provided.

The following are additional basis of scope for this task work order authorization.

- Note: This scope of services does not include preparation of design plans or permitting of intersection or road segment traffic calming improvements. All design related services such as roadway design, civil engineering design, structural engineering, surveying, geotechnical, utility coordination, landscape architecture and other related services are not included. These services can be provided as an additional services agreement as necessary at the request of the Town of Surfside.
- Note: This scope of services does not include preparation of additional traffic analysis not
 included within this scope of services as requested by Miami Dade County DTPW or
 FDOT. These services can be provided as an additional service as requested by the Town
 of Surfside.
- Note: This scope of services does not include collecting pedestrian and bicycle traffic counts beyond what was collected as part of the manual turning movement counts.
- Note: This scope of services does not include updating the Town's Sign Inventory. The
 new updated traffic control sign inventory will be provided to the Consultant by the Town
 of Surfside for use in the completion of the Traffic Calming Improvement Plan and Traffic
 Study Technical Memorandum.
- Note: The Town of Surfside will prepare the Community Outreach Meeting flyer and distribute through the typical communication methods to the Town residents and business owners. This scope of services assumes that this meeting will be held in Town Commission chambers or at the Community Center.
- Note: The Town of Surfside will provide a copy of all project documentation including any interlocal agreements related to the 91st Street Beautification project for use in this task work order.

III. BUDGET:

The Corradino Group, Inc. will provide to the Town of Surfside the basic services described in this scope of services for an initial lump sum budget of **\$204,500.00**.

IV. ANTICIPATED SCHEDULE:

The Corradino Group, Inc. will complete the task work order scope of services within <u>15</u> months from the issuance of a Notice to Proceed by the Town of Surfside. This time of performance is contingent on getting the required information as previously noted.

V. ACCEPTANCE OF PROPOSAL

Townwide Traffic Study Update
Approved by:
TOWN OF SURFSIDE
Date:
By: Jason D. Greene, Interim Town Manage
(Witness)
(Witness)
THE CORRADINO GROUP, INC.
Date: June 20, 2022 By: Joseph M. Corradino, President
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(Witness)
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(Witness)