

PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

TRAF TECH ENGINEERING, INC.

For

Project Agreement No. PA-26-012-TT

PREPARATION OF A COMPREHENSIVE TRAFFIC / TRANSPORTATION EVALUATION OF THE EAST SUNRISE AREA IN THE SUNSET STRIP CORRIDOR

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise (City) and Traf Tech Engineering Inc. (Consultant) for Professional Engineering Services – Traffic Engineering Consultant Services (hereinafter referred to as “Continuing Services Agreement”) dated February 25, 2020, this Project Agreement (hereinafter referred to as “Agreement”) authorizes the authorizes the Consultant to provide the services as set forth below:

SECTION 1 – INCORPORATION OF CONTINUING SERVICES AGREEMENT

1.1 All terms and conditions of the Continuing Services Agreement between the City and the Consultant dated February 25, 2020, not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

SECTION 2 CONSULTANT’S BASIC DUTIES TO CITY

2.1 By executing this Project Agreement, the Consultant represents to the City that the Consultant is professionally qualified to act as the consultant for the project (Project) and is licensed to provide geotechnical, environmental, and engineering testing services by all public entities having jurisdiction over the Consultant and the Project. The Consultant further represents to the City that the Consultant will maintain all necessary licenses, or other authorizations necessary to act as Consultant for the Project until Consultant’s duties hereunder have been completed. The Consultant shall be responsible for providing all necessary subconsultants required for the successful completion of the work as outlined in EXHIBIT 1, Scope of Services. The Consultant assumes full responsibility to the City for the improper acts, negligence, and omissions of its subconsultants, and of all others employed or retained by the Consultant in connection with the Project.

2.2 Execution of this Project Agreement by the Consultant constitutes a representation that the Consultant has become familiar with the Project site and the local conditions under which the Project is to be implemented.

Authorized City Representative’s Initials: _____

Authorized Consultant Representative’s Initials: _____

2.3 TRAFFIC STUDY

2.3.1 The Consultant shall provide the services indicated in the EXHIBIT 1 of this Project Agreement and in accordance with the most current standards for each task indicated in EXHIBIT A of the Continuing Services Agreement.

2.3.2 The Consultant shall perform all work to the highest professional standards appropriate to the task.

2.3.3 The Consultant shall provide all necessary equipment, materials, and labor necessary to complete the work. The Consultant shall not utilize any City equipment, materials, and labor to complete their work unless previously approved by the City.

2.3.4 The Consultant shall perform all work during normal business hours. If work must occur outside of normal business hours, written approval from the City must be received prior to the start of the work.

2.3.5 The Consultant shall take great care to minimize disturbance of the project site and to restore the site to a condition mutually agreed upon by the Consultant and the City.

2.3.6 With approval of this Project Agreement, the City authorizes the Consultant to access the property referenced in this Agreement in accordance with all conditions set forth in Section 2.3 of the Project Agreement.

2.4 ADDITIONAL SERVICES

Services of the Consultant not included in Section 2.3, nor in EXHIBIT 1, Scope of Services shall be deemed as Additional Services. The Consultant shall provide such services as related to the project if authorized in writing by the City prior to the performance or furnishing of same, and, unless otherwise specified in this Agreement, said services shall be paid for by the City as provided hereinafter.

2.5 SERVICE SCHEDULE

2.5.1 Upon receipt of the Notification of Commencement and the fully executed Purchase Order, the Consultant shall commence services to the City on the Commencement Date, and shall continuously perform services to the City, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Agreement as EXHIBIT 2. The date set forth in the Project Schedule for completion of the Project or the date of actual completion of the project, which ever shall last occur, shall constitute the Contract Time.

2.5.2 No Damages for Delay: The Consultant shall not be entitled to any claim for damages including, but not limited to , loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs on account of delays in the progress of the Project from any cause or national disaster or emergency, unusual delay in deliveries, differing site conditions, unavoidable casualties or other cause beyond the Consultant's control, or by delay authorized by the City, or by other causes which the Consultant determines may justify delay. The Consultant's sole recovery and remedy for any such delay shall be a reasonable extension of time and a revision to the Project Schedule as determined by the City. However, additional costs to the

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Authorized Consultant Representative's Initials: _____

Consultant or delays in the Consultant's performance caused by improperly time activities shall not be the basis for granting a time extension. If the Consultant wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within ten (10) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's representative shall determine whether or not the Consultant is entitled to a time extension for the delay. The failure of the Consultant to give such notice shall constitute a waiver of any claim under this section.

2.6 PERSONNEL

2.6.1 The Consultant shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this Project Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

<u>NAME</u>	<u>FUNCTION</u>
Joaguin E. Vargas	Senior Transportation Engineer
Karl B. Peterson	Senior Transportation Engineer

So long as the individuals named above remain actively employed or retained by the Consultant, they shall perform the functions indicated next to their names. Furthermore, the City reserves the right to reject any proposed substitution for any of the above-named individuals, and the City shall have the further right to require that any individual assigned to the Project by the Consultant be removed from the Project and reassigned for good cause.

SECTION 3 CITY'S BASIC DUTIES TO CONSULTANT

3.1 The City shall provide the Consultant with adequate information regarding the City's requirements for the Project including any desired or required design or construction schedule, or both, and any budgetary requirements, prior to the start of the Construction Documents period of design, upon which the Consultant shall be entitled to rely.

3.2 The City shall review any documents submitted by the Consultant requiring the City's decision, and shall render any required decision pertaining thereto in a timely fashion.

3.3 The City shall perform those duties set forth in Paragraphs 3.1 through 3.2 as expeditiously as may reasonably be necessary for the orderly progress of the Consultant's services and of the Work.

SECTION 4 BASIS OF COMPENSATION

4.1 The City shall compensate the Consultant for services rendered pursuant to Paragraphs in 2.3 and EXHIBIT 1, Scope of Services, of this Project Agreement by payment of the fixed sum of: \$ 68,500.00.

4.2 Additional services of the Consultant as described in Paragraph 2.4, if any, shall be compensated as follows:

SEE EXHIBIT B OF THE CONTINUING SERVICES AGREEMENT- RATES

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

4.3 If the scope of the Consultant's services are changed materially through no fault of the Consultant, compensation due to the Consultant may be equitably adjusted by written amendment to this Project Agreement, either upward or downward.

SECTION 5 BILLING AND PAYMENTS TO CONSULTANT

5.1 Billing by the Consultant shall be in accordance with EXHIBIT E of the Continuing Services Agreement. Payments to the Consultant shall also be in accordance with Section 4 of this Project Agreement and EXHIBIT E of the Continuing Services Agreement.

SECTION 6 TERM

6.1 This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for a period of one-year from the date of execution hereof, unless otherwise terminated pursuant to Section 7.1 or 7.2, or other applicable sections of this Project Agreement. The City's Director of Utilities may extend the term of this Project Agreement through written notification to the Consultant. Such extension shall not exceed two one-year terms. No further extensions of this Project Agreement shall be effective unless authorized by City Commission action.

SECTION 7 TERMINATION

7.1 TERMINATION FOR CAUSE

7.1.1 This Project Agreement may be terminated by either party upon seven (7) 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 of a termination for cause, the Consultant shall be entitled to receive compensation for any work completed pursuant to the Project Agreement to the satisfaction of the City through the date of termination, less any amounts which the City reasonably deems necessary to withhold in order to correct any defects or deficiencies in the work performed by the Consultant. In no event shall the City pay for profit or overhead on work not performed.

7.2 TERMINATION FOR CONVENIENCE

7.2.1 This Project Agreement may be terminated by the City without cause upon ten (10) days' written notice to the Consultant. In the event of such a termination without cause, the Consultant shall be compensated for all services completed pursuant to this Project Agreement to the satisfaction of the City up to and through the date of termination, together with Reimbursable Expenses incurred. In such event, the Consultant shall promptly submit to the City its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 2.5 of EXHIBIT E of the Continuing Services Agreement.

7.2.2 Under no circumstances shall the City make payment of profit or overhead for work which has not been performed. Additionally, the City shall not make payment for the following items:

7.2.2.1 Anticipated profits or fees to be earned on completed portions of the work;

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

7.2.2.2 Consequential damages;

7.2.2.3 Costs incurred in respect to materials, equipment or services purchased or work done in excess of reasonable quantitative requirements of this Project Agreement;

7.2.2.4 Expenses of Consultant due to the failure of Consultant or its subconsultants to discontinue the Work with reasonable promptness after notice of termination has been given to the Consultant; and

7.2.2.5 Losses upon other contracts or from sales or exchanges of capital assets or Internal Revenue Code Section 1231 assets.

7.2.2.6 Damage or loss caused by delay.

7.3 Assignment Upon Termination. Upon termination of this Project Agreement, the work product of the Consultant shall become the property of the City and the Consultant shall within ten (10) working days of receipt of written direction from the City, transfer to either the City or its authorized designee, 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 City's request, the Consultant shall additionally assign its rights, title and interest under any subcontractor's agreements to the City. All Work product provided under this Section shall be used solely for its intended purpose.

SECTION 8 SEVERABILITY

8.1 If any term or provision of this Project Agreement or its application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Project Agreement or the application of such terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Project Agreement shall be deemed valid and enforceable to the extent permitted by law.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

IN WITNESS WHEREOF, the parties hereto have made and executed this Project Agreement on the respective dates under each signature: the City, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same and by Traf Tech Engineering, Inc. by and through its President duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

_____ day of _____, 20__.

AUTHENTICATION:

Felicia M. Bravo, City Clerk

(SEAL)

Approved as to form for the City:

By: _____
Thomas P. Moss
City Attorney

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

CONSULTANT

Traf Tech Engineering Inc.

By: _____
Joaquin E. Vargas
President

____ day of _____, 20__.

AUTHENTICATE:

Secretary

Please type name of Secretary

(CORPORATE SEAL)

WITNESSES:

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

EXHIBIT 1

SCOPE OF SERVICES

Task 1 – Traffic Data Collection

The foundation of this traffic / transportation evaluation will be the current traffic volumes and patterns within the project study area. As such, Traf Tech will collect detailed traffic data within the project study area. This data will consist of the following:

7-Day Bidirectional Traffic Counts on Sunset Strip

- Between University Drive and NW 68th Avenue
- Between NW 68th Avenue and NW 64th Avenue
- Between NW 64th Avenue and NW 19th Street
- Between NW 19th Street and NW 15th Street
- Between NW 15th Street and Sunrise Boulevard

Intersection Turning Movement Counts (2 Weekdays / 1 Saturday / 8-Hrs Each)

- Sunset Strip and University Drive
- Sunset Strip and NW 68th Avenue
- Sunset Strip and NW 64th Avenue
- Sunset Strip and NW 19th Street
- Sunset Strip and NW 15th Street
- Sunset Strip and Sunrise Boulevard

Origin – Destination Data

- In order to assess the level of existing cut-through traffic within the Sunset Strip corridor, Traf Tech will collect partial license plate data at Sunset Strip and University Drive (4 movements), Sunset Strip and NW 64th Avenue (2 movements), and at Sunset Strip and Sunrise Boulevard (2 movements). This data will be evaluated to determine cut-through traffic volumes / percentages and patterns along the Sunset Strip corridor.

Task 2 – Field Observations

Once the traffic data is collected and processed, Traf Tech will conduct detailed field reviews during the typical morning and afternoon peak periods for the purpose of identifying operational and capacity deficiencies within the study corridor.

Traf Tech will also conduct field reviews in the vicinity of the Village Elementary School in order to document traffic flow / patterns during the drop-off and pick-up time periods, school bus circulation patterns, and the impact of pedestrian volumes on vehicular traffic operations in the area.

Traf Tech will also perform travel time runs throughout the corridor in order to document typical travel times between Sunrise Boulevard and University Drive during the peak time periods. In order to supplement this effort and document key issues for

future meetings and presentations, Traf Tech will also collect aerial videos through the use of drones.

Task 3 – Transportation Modeling

Traf Tech will coordinate with the Broward Metropolitan Planning Organization (MPO) regarding future traffic projections for the Sunset Strip corridor. Traf Tech will request a traffic volume plot and the associated land use data of the overall study area for the 2050 buildout year. Traf Tech will review the land use data to ensure consistency with the most recent approvals / pending approvals for the following projects:

- Solterra – South of NW 30th Place between Aragon Boulevard and Sunrise Lakes Drive, 400 single-family homes and 500 townhomes
- Sunset Strip Square – 1577 Sunset Strip, 29 single-family homes
- Project Gateway (aka “The Ray”) – Northwest corner of Sunrise Boulevard and Sunset Strip, 400 multifamily dwelling units and approximately 5,000 square feet of retail space
- Enspire – South side of W. Oakland Park Boulevard between NW 64th Avenue and NW 68th Avenue, 229 multifamily dwelling units

Based upon the review of the transportation model as well as current and projected land use data, if necessary, Traf Tech will request that the Broward MPO staff make the appropriate and required adjustments to the transportation model. Traf Tech will then request that a future model run be conducted that considers the Sunset Strip corridor as a two-lane roadway and as a four-lane roadway. Traf Tech will summarize the results of this analysis in a technical memorandum.

Task 4 – Operational Analyses

An operational analysis of the Sunset Strip corridor will be undertaken. This analysis will address the current and future traffic volumes and patterns for the corridor. Existing and future traffic volume figures will be prepared for the AM and PM peak hours for the study intersections. Future volumes will consider the approved but not yet constructed developments within the immediate study area. (Future anticipated development that has not been formally submitted to the City for review will be considered based upon direction from City staff.) In addition, planned transportation improvements anticipated to be in place, at project buildout, within the project study area will be identified and accounted for. Initial elements include:

- Median closure / right turn lane extension on Sunset Strip just east of University Drive
- Proposed roundabout at Sunset Strip and NW 15th Street

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

- Median opening on Sunset Strip just north of NW 15th Street to facilitate a northbound left turn into the proposed Sunset Strip Square development
- Proposed improvements associated with the NW 60th Terrace / NW 60th Avenue project

Intersections levels of services will be determined using the capacity/level of service procedures of the latest Highway Capacity Manual (HCM) utilizing intersection analysis software. The level of service will be documented for existing conditions and future conditions.

The future conditions analyses will consider the existing geometry as well as potentially expanded roadway geometry. Queuing analyses will also be conducted for the study area's exclusive turn lanes.

Based on the operational analysis components discussed above, a recommended list of improvements for the study area will be provided. Recommended improvements will include a general discussion of improvement components and a planning level lump sum cost estimate.

Task 5 – Documentation

The results of these analyses will be summarized in a traffic study for submittal to the City of Sunrise. This report will include background information, study area graphics, results of the analyses and appendices including the supporting data. An initial draft report will be submitted for review and discussions with city staff. A final report will be prepared based on our discussions to be held with the City.

Task 6 – Meetings & Presentations

Traf Tech will prepare for and attend up to five (5) meetings with City of Sunrise staff to review the efforts and conclusions associated with this study. Traf Tech will also prepare for and attend up to four (4) City Commission meetings for the purpose of presenting / discussing the results of these analyses. Presentations for these meetings will be prepared using PowerPoint.

Task 7 – Additional Services

As requested, and authorized by the City of Sunrise, Traf Tech will conduct additional traffic and transportation engineering related services, including attendance at additional data collection, meetings, and/or performance of additional traffic analyses not specifically identified and covered under Tasks 1 through 6.

EXHIBIT 2

PROJECT SCHEDULE

Services described above shall be delivered within 150 days of the notice to proceed provided by the City. It is understood that Traf Tech Engineering, Inc. is not responsible for delays beyond our control.

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____