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RESOLUTION NO. 09-43

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO DRAINAGE IMPROVEMENT PROJECTS AT SW 84<sup>TH</sup> AVE FROM SW 168<sup>TH</sup> ST TO SW 170<sup>TH</sup> TER; SW 179<sup>TH</sup> TER FROM SW 77<sup>TH</sup> AVE TO EAST TERMINUS; SW 141<sup>ST</sup> TER; SW 174<sup>TH</sup> ST FROM 92<sup>ND</sup> CT TO SW 92<sup>ND</sup> AVE; SW 80<sup>TH</sup> AVE FROM SW 144<sup>TH</sup> ST TO SW 145<sup>TH</sup> ST WITHIN THE VILLAGE OF PALMETTO BAY; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH CORZO CASTELLA CARBALLO THOMPSON SALMAN, P.A. (C3TS) TO PROVIDE ENGINEERING SERVICES FOR DESIGN, PERMITTING, BIDDING, AND CONSTRUCTION MANAGEMENT OF DRAINAGE IMPROVEMENTS, AND TO APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$42,150.00; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, currently, the drainage systems at SW 84<sup>TH</sup> Ave from SW 168<sup>TH</sup> ST to SW 170<sup>TH</sup> Ter; SW 179<sup>TH</sup> Ter from SW 77<sup>TH</sup> Ave to east terminus; SW 141<sup>ST</sup> Ter; SW 174<sup>TH</sup> ST from 92<sup>ND</sup> CT to SW 92<sup>ND</sup> Ave; SW 80<sup>TH</sup> Ave from SW 144<sup>TH</sup> ST to SW 145<sup>TH</sup> ST consist of closed systems with small isolated drainage facilities, and several small exfiltration systems at low points in the roadway; and,

**WHEREAS**, Corzo Castella Carballo Thompson Salman, P.A. (C3TS) evaluated drainage improvements in localized areas with no history of flooding and according to data collection and field evaluations C3TS recommends implementing drainage improvements to reduce localized flooding during severe storm events; and

**WHEREAS**, the drainage improvements recommended consist of new drainage exfiltration trenches sized to handle stormwater runoff from a five year storm and canal outfall upgrade where needed; and

**WHEREAS**, The Village Administration desires to select Corzo Castella Carballo Thompson Salman, P.A. (C3TS) to provide planning and consultation services to the Village for the design, permitting, bidding, and construction support for drainage improvements at SW 84<sup>TH</sup> Ave from SW 168<sup>TH</sup> ST to SW 170<sup>TH</sup> Ter; SW 179<sup>TH</sup> Ter from SW 77<sup>TH</sup> Ave to east terminus; SW 141<sup>ST</sup> Ter; SW 174<sup>TH</sup> ST from 92<sup>ND</sup> CT to SW 92<sup>ND</sup> Ave; SW 80<sup>TH</sup> Ave from SW 144<sup>TH</sup> ST to SW 145<sup>TH</sup> ST in accordance with the established guidelines and procedures utilized by Miami- Dade County Public Works Department, Florida Department of Transportation and the Department of Environmental Resource Management; and,

**WHEREAS**, this Engineering firm was one of three originally pre-qualified firms selected to provide Civil Engineering services; and,

1  
2 **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE**  
3 **COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**  
4

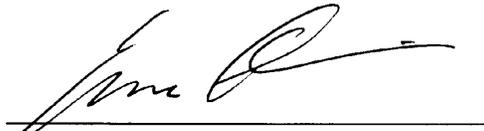
5 **Section 1. Recitals.** The above recitals are true and correct and are incorporated  
6 herein by this reference.  
7

8 **Section 2. Authorization.** Enter into an agreement with Corzo Castella Carballo  
9 Thompson Salman, P.A. (C3TS) to provide planning and consultation services to the Village for the  
10 design, permitting, bidding, and construction support for drainage improvements; in an amount not  
11 to exceed \$42,150.  
12

13 **Section 3. Effective Date.** This Resolution shall take effect immediately upon  
14 adoption.  
15

16 **PASSED and ADOPTED** this 4th day of May, 2009.  
17

18  
19  
20 ATTEST:   
21 Meighan Rader  
22 Village Clerk  
23

  
Eugene P. Flinn Jr.  
Mayor

24  
25 **READ AND APPROVED AS TO FORM:**  
26

27   
28  
29 Eye Boutsis  
30 Village Attorney  
31

32  
33 **FINAL VOTE AT ADOPTION:**  
34

35 Council Member Ed Feller	<u>Absent</u>
36	
37 Council Member Howard J. Tendrich	<u>YES</u>
38	
39 Council Member Shelley Stanczyk	<u>YES</u>
40	
41 Vice-Mayor Brian W. Pariser	<u>YES</u>
42	
43 Mayor Eugene P. Flinn, Jr.	<u>YES</u>



Engineers  
Architects  
Planners

## WORK ORDER FOR PROFESSIONAL SERVICES

**TO:** Village of Palmetto Bay  
8950 SW 152<sup>nd</sup> Street  
Palmetto Bay, Florida 33157

**Date:** 4/17/09  
**File:** 1632-00

**ATTENTION:** Corrice Patterson  
Public Works Director

**PROJECT NAME:** Villagewide Drainage Improvements Phase III  
**Area #1:** SW 84<sup>th</sup> Avenue (from 168<sup>th</sup> St to 170<sup>th</sup> Terrace)  
**Area #2:** SW 179<sup>th</sup> Terrace (from SW 77<sup>th</sup> Ave to east terminus)  
**Area #3:** Three areas adjacent to SW 141<sup>st</sup> Terr. Drainage Imp.  
**Area #4:** SW 174<sup>th</sup> Street (from SW 92<sup>nd</sup> Court to SW 92<sup>nd</sup> Ave)  
**Area #5:** SW 80<sup>th</sup> Avenue (from SW 144<sup>th</sup> Street to SW 145<sup>th</sup> Street)

EB0005022

AAC002142

### SCOPE OF PROJECT:

#### **Area #1**

This roadway consists of a small collection system with an outfall to the C-100 canal. Flooding problems were reported north of the existing system at the driveway of house #16880. A sharp slope to this driveway collects water and allows run-off to flow into the property. The area is in need of a new drainage exfiltration trench system which shall be sized to handle the basin runoff from a 5-yr storm. The existing outfall will also be evaluated for possible resizing.

#### **Area #2**

This roadway drainage basin is a closed system with one small isolated drainage facility. The roadway longitudinal profile appears to slope mostly to the driveways of house numbers 7604 and 7605. One small catch basin in each driveway is connected with pipe and the catch basin on the south includes slab covered trench to the east. The roadway reportedly floods during heavy rainfall events and is in need of a new drainage exfiltration trench system. This new system shall be sized to handle the basin runoff from a 5-yr storm.

#### **Area #3**

The Village identified three areas adjacent to the recent construction activities on SW 141<sup>st</sup> Terrace where ponding has been reported by residents at 14220 SW 79<sup>th</sup> Ave, 14205 SW 79<sup>th</sup> CT, 7971 SW 140<sup>th</sup> Terrace. These new systems shall be sized to handle the basin runoff from a 5-yr storm.

#### **Area #4**

This roadway drainage basin does not appear to have any existing drainage and flooding has been reported in front of house number 9220 which appears to be a low point. A traffic chicane was recently constructed thus contributing to the drainage problem. This new system shall be sized to handle the basin runoff from a 5-yr storm.

**Area #5**

This roadway drainage basin does not appear to have any existing drainage and flooding has been reported in front of house number 14440 which appears to be a low point. This new system shall be sized to handle the basin runoff from a 5-yr storm.

**SCOPE OF SERVICES:**

**Design & Permitting Phase:**

Engineering field review of existing conditions, limited engineering survey of roadway centerline elevations and low points as needed to establish flow patterns and collection points, perform one usual open-hole hydraulic conductivity test for each area (except Area #3 which already has test results available), perform limited utility investigation, engineering analysis and design of new drainage systems or system improvements/modifications, preparation of construction sketches sufficient for construction (similar to documents produced for Phase I and II), preparation of construction cost estimate, and assistance in permitting approval through Miami-Dade County DERM.

**Bidding Phase**

Preparation of specification, bid documents and project manual, provide bid advertisement documents, respond to bidders' questions and attend pre-bid conference. Prepare addenda to Bid Documents, if required, to clarify the requirements of the Bid Documents. Tabulate and evaluate bids received, check references of the responsible lowest bidder and make recommendation for award. Village will be responsible for placing bid advertisement in publication and for printing and distributing the bid documents.

**Construction Phase**

Assist in preparation of all documents needed in executing the contract between the Village and the Contractor, attend pre-construction conference and prepare minutes, perform limited Construction Engineering Inspections (approximately 10 hrs/wk) and submit reports, attend biweekly project meetings and prepare minutes, review shop drawings, review the Contractor's Application for Payment and submit recommendation to the Village, perform project closeout with Contractor including final inspection, punch list, final Application for Payment review, and submit Certificate of Completion.

**TERMS AND CONDITIONS:**

All terms and conditions shall be per our Continuing Services Agreement for Engineering Services. Our fees for the above services shall be as per the following lump sum fee schedule:

**Design and Permitting Phase** ..... \$25,050

Area #1	\$7,650
Area #2	\$6,100
Area #3	\$1,500
Area #4	\$4,900
Area #5	\$4,900

**Bidding Phase** ..... \$3,900  
**Construction Phase** ..... \$13,200  
**Total**..... \$42,150

The Village of Palmetto Bay will be responsible for any permit fees, and these are not included in the above fees. If need be, we can pay those fees and be reimbursed by the village at cost + 10%.

We are ready to begin working on this assignment upon your authorization to proceed. If acceptable to you, we will accept a signed copy of this form as your written authorization to proceed with the assignment.

Thank you.

Corzo Castella Carballo Thompson Salman, P.A.



Ramon Castella, P.E.  
Vice-President

RC/sc

Village of Palmetto Bay

Approved by:

\_\_\_\_\_

\_\_\_\_\_ Date

PROJECT AGREEMENT  
Between

THE VILLAGE OF PALMETTO BAY, FLORIDA

And

Corzo Castella Carballo Thompson Salman, P.A. (C3TS)

For

Work Authorization No. \_\_\_\_\_

Villagewide Drainage Improvements Phase III

Pursuant to the provisions contained in the "continuing services agreement" between the VILLAGE OF PALMETTO BAY, FLORIDA, 8950 SW 152nd Street, Palmetto Bay, Florida 33157 (the "village") and Corzo Castella Carballo Thompson Salman, P.A. (C3TS), ("consultant") dated 4/7/06, this project agreement authorizes the consultant to provide the services as set forth below:

The village and consultant agree as follows:

**SECTION 1. SCOPE OF SERVICES**

1.1 The consultant shall provide engineering services to the village for the project as described in the "Project Description" attached as Exhibit "1."

1.2 The "Scope of Services and Project Schedule" and tasks to be provided by the consultant for this project are those services and tasks as listed in Exhibit "2."

1.3 The village may request changes that would increase, decrease, or otherwise modify the Scope of Services. The 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**

As part of the Scope of Services and Project Schedule, the consultant shall provide to the village the following Deliverables:

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**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 \_\_\_\_\_, unless otherwise terminated pursuant to section 4 or other applicable provisions of this project agreement. The village manager, in his sole discretion, may extend the term of this agreement through written notification to the consultant. The extension shall not exceed 30 days. No further extensions of this agreement shall be effective unless authorized by the village council.

3.2 **Commencement.** The consultant's services under this project agreement and the time frames applicable to this project agreement shall commence upon the date provided in a written Notification of Commencement ("Commencement Date") provided to the consultant from the village. The consultant shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. Consultant must receive written notice from the village manager or his designee prior to the beginning the performance of services.

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the consultant shall commence services to the village on the Commencement Date, and shall continuously perform services to the village, 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 "3". The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the project or the date of actual completion of the project, whichever shall last occur, shall constitute the Contract Time.

3.4 **Liquidated Damages.** Unless otherwise excused by the village in writing, in the event that the consultant fails to meet to the contract time for completion of services as determined by the Project Schedule, the consultant shall pay to the village the sum of dollars identified below per day for each and every calendar day unexcused delay beyond the completion date, plus approved time extensions, until completion of the project: \$0 per day. The consultant may claim extension if the factors involved are not under their direct control.

Any sums due and payable hereunder by the consultant shall be payable, not as a penalty, but as liquidated damages representing and estimate at or before the time of executing this agreement. When the village reasonably believes that completion will be inexcusably

delayed, the village shall be entitled, but not required, to withhold from any amounts otherwise due the consultant an amount then believed by the village to be adequate to recover liquidated damages applicable to the delays. If and when the consultant overcomes the delay in achieving completion, or any part thereof, for which the village has withheld payment, the village shall promptly release to the consultant those funds withheld, but no longer applicable, as liquidated damages.

3.5 All limitations of time set forth in this agreement are of the essence.

#### **SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION**

4.1 **Lump Sum Compensation.** Village agrees to pay consultant as compensation for performance of all services described in Exhibit "2" \$42,150. [OR, IF HOURLY, "VILLAGE AGREES TO PAY CONSULTANT COMPENSATION AT CONSULTANT'S HOURLY RATES, UP TO A MAXIMUM AMOUNT NOT TO EXCEED \$\_\_\_\_\_.]

4.2 **Reimbursable Expenses.** The following expenses are reimbursable at their actual cost: travel and accommodations, long distance telephone calls, facsimile, courier services, mileage (at a rate approved by the village), photo and reproduction services. All document reproductions are also reimbursable, at a rate approved by the village.

#### **SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT**

##### **5.1 Invoices**

5.1.1 **Lump Sum Compensation and Reimbursable Expenses.** 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, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule set forth in Exhibit "3", to this project agreement. Invoices for each phase shall not exceed amounts allocated to each phase of the Project plus reimbursable expenses accrued during each phase. The statement shall show a summary of fees with accrual of the total and credits for portions previously paid by the village. The village shall pay consultant within 30 days of approval by the village manager of any invoices submitted by consultant to the village.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the village for payment to the consultant is disputed, or additional backup documentation is required, the village shall notify the consultant within 15 working days of receipt of the invoice of the objection, modification or additional documentation request. The consultant shall provide the village with additional backup documentation within five working days of the date of the village's notice. The village may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the consultant. The village, 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 **Suspension of Payment.** In the event that the village 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 village 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 village's reasonable satisfaction.

5.4 **Retainage.** The village reserves the right to withhold retainage in the amount of 10 percent of any payment due to the consultant until the project is completed. Said retainage may be withheld at the sole discretion of the village manager and as security for the successful completion of the consultant's duties and responsibilities under the project agreement.

5.5 **Final Payment.** Submission of the consultant's invoice for final payment and reimbursement shall constitute the consultant's representation to the village that, upon receipt from the village 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 village all documents requested by the village 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 any and all claims against the village by the consultant.

## **SECTION 6. TERMINATION/SUSPENSION**

6.1 **For Cause.** This project agreement may be terminated by either party upon five calendar days written notice to the other party should the 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 project agreement or causes it to be terminated by the village, the consultant shall indemnify the village against any loss pertaining to this termination. In the event that the consultant is terminated by the village for cause and it is subsequently determined by a court of competent jurisdiction that the termination was without cause, the termination shall thereupon be deemed a termination for convenience under section 6.2 of this project agreement and the provision of section 6.2 shall apply.

6.2 **For Convenience.** This project agreement may be terminated by the village for convenience upon 14 days' written notice to the consultant. In the event of termination, the consultant shall incur no further obligations in connection with the project and shall, to the extent possible, terminate any outstanding subconsultant obligations. The consultant shall be compensated for all services performed to the satisfaction of the village and for reimbursable expenses incurred prior to the date of termination. The consultant shall promptly submit its invoice for final payment and reimbursement and the invoice shall comply with the provisions of paragraph 5.1 of this project agreement. Under no circumstances shall the village make any payment to the consultant for services which have not been performed.

6.3 **Assignment upon Termination.** Upon termination of this project agreement, a copy of all of the consultant's work product shall become the property of the village and the consultant shall, within 10 working days of receipt of written direction from the village, transfer to either the village 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. Further, upon the village's request, the consultant shall assign its rights, title and interest under any subcontractor's agreements to the village.

6.4 **Suspension for Convenience.** The village 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 30 calendar days. If the suspension is directed by the village, the consultant shall immediately comply with same. In the event the village directs a suspension of performance as provided for herein through no fault of the consultant, the village shall pay to the consultant its reasonable costs, actually incurred and paid, of demobilization and remobilization, as full compensation for the suspension.

#### **SECTION 7. INCORPORATION OF TERMS AND CONDITIONS OF CONTINUING SERVICE AGREEMENT**

7.1 This project agreement incorporates the terms and conditions set forth in the continuing services agreement dated 4/7/06 between the parties as though fully set forth herein. In the event that any terms or conditions of this project agreement conflict with the continuing services agreement, the provisions of this specific project agreement shall prevail and apply.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

ATTEST:

VILLAGE OF PALMETTO BAY

\_\_\_\_\_  
Village Clerk

By: \_\_\_\_\_  
Ron Williams, Village Manager

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney

ATTEST:

Corzo Castella Carballo Thompson Salman, P.A. (C3TS)

By: \_\_\_\_\_  
Ramon Castella, P.E.  
Vice President

Date: 4/28/09

WITNESSES:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_