

RESOLUTION NO. 2014-39

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO VILLAGE-WIDE LOCALIZED DRAINAGE IMPROVEMENTS PHASE V PART 2 LOCATED AT (3) LOCATIONS WITHIN THE VILLAGE OF PALMETTO BAY; FURTHER AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH STANTEC CONSULTING SERVICES, INC. TO PROVIDE CONSTRUCTION MANAGEMENT OF DRAINAGE IMPROVEMENTS, AND TO APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$12,300.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Phase V drainage improvement projects consisting of eleven (11) localized drainage systems located at various locations throughout the Village, more specifically, SW 174TH ST (from SW 77TH AVE to Old Cutler Road)/SW 74TH CT (from 174TH Street to 176TH ST), SW 176TH ST (from 77TH AVE to 75TH AVE)/SW 74TH PL (from Cul de Sac)/SW 75TH AVE (from 178TH TER to 176TH ST)/ SW 178TH TER (from 77TH AVE to 75TH AVE), SW 92ND AVE (from 163RD TER to middle of North Bend), SW 91ST AVE (from SW 168TH ST to SW 164TH ST), SW 81ST AVE (from SW 151ST ST to 148TH DR), SW 73RD CT & SW 154TH TER, SW 74TH AVE & SW 145TH TER, SW 145 TER (from SW 68TH CT to SW 68TH AVE) SW 68TH CT (UP TO 144TH TER), SW 148TH ST (from SW 80TH AVE to SW 78TH AVE), SW 72ND AVE (from SW 144TH ST to SW 139TH ST), SW 161ST ST (from SW 80TH AVE to SW 78TH AVE) consist of closed systems with small isolated drainage facilities, no existing drainage and/or several small exfiltration systems at low points in the roadway. The roadways reportedly flood heavily during major rainfall events; and

WHEREAS, Stantec evaluated drainage improvements in the eleven (11) localized areas with resident reported history of flooding and according to data collection and field evaluations Stantec recommended implementing drainage improvements to reduce localized flooding during severe storm events; and

WHEREAS, C3TS has provided the Village of Palmetto Bay with design, permitting and bidding support for the eleven (11) areas in Phase V Localized Drainage Improvements; and

WHEREAS, Resolution No. 2013-02 authorized the Department to construct Phase V localized drainage improvements in two (2) parts; and

WHEREAS, Stantec provided Civil Engineering services and construction management support for Phase V Part 1 for (7) localized drainage projects which were completed in accordance with drainage plans; and

WHEREAS, three (3) localized drainage projects prioritized to be constructed by Wrangler Construction, Inc. in Phase V Part 2 Drainage Improvements, more specifically, the areas of SW 92ND AVE (from SW 163RD TERR to middle of North Bend), SW 73RD CT & SW 154TH TER, and SW 161ST ST (from SW 80TH AVE to SW 78TH AVE) were approved for construction via Resolution 2013-79; and

WHEREAS, the Village Administration desires to select Stantec to provide construction support for the three (3) localized drainage projects prioritized to be constructed by Wrangler Construction, Inc. in Phase V Part 2 Drainage Improvements; and

WHEREAS, the cost for construction support for Part 2 project areas (3, 6, and 11) is in the amount of \$12,300, which are three (3) areas approved for construction by Village Council via Resolution 2013-79; and

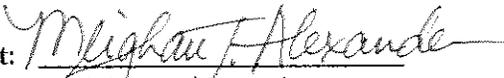
WHEREAS, Stantec is currently under contract with the Village of Palmetto Bay to provide continuing professional services in Civil Engineering until June 20, 2015; and

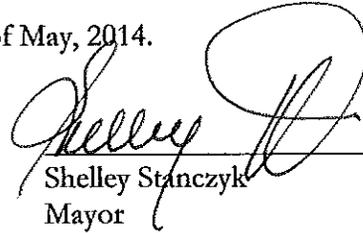
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. The Village Manager is authorized to enter into an agreement with Stantec Consulting Services, Inc. for construction support services for localized drainage improvements Phase V in an amount not to exceed \$12,300.00.

Section 2. This Resolution shall become effective immediately.

PASSED AND ADOPTED this 5th day of May, 2014.

Attest: 
Meighan J. Alexander
Village Clerk


Shelley Stanczyk
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:


Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore	<u>YES</u>
Council Member Tim Schaffer	<u>YES</u>
Council Member Joan Lindsay	<u>YES</u>
Vice-Mayor John DuBois	<u>YES</u>
Mayor Shelley Stanczyk	<u>YES</u>



Ponce de Leon Boulevard, Suite 900
Coral Gables, Florida 33134
Tel: (305) 445-2900

March 24, 2014

Village of Palmetto Bay
9495 SW 180th Street
Palmetto Bay, FL 33157

Attention: Corrice Patterson

Reference: Villagewide Drainage Improvements Phase V

Dear Ms. Patterson,

Stantec previously completed the design of eleven (11) localized drainage areas throughout the Village. This proposal includes the construction administration of the final three (3) areas to be completed; Areas 3, 6, and 11.

SCOPE OF SERVICES:

Construction Assistance Phase

Attend pre-construction conference and prepare minutes, perform limited Construction Engineering Inspections (approximately 10 hrs/wk) and submit reports, 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 Letter 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:

Construction Assistance Phase \$12,300

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.



March 24, 2014
Corrice Patterson
Page 2 of 2

Thank you,

Stantec Consulting Services Inc.

A handwritten signature in cursive script that reads "Sean Compel".

Sean Compel, P.E., LEED AP
Associate
Tel: 305-445-2900
sean.compel@stantec.com

Village of Palmetto Bay

Approved by:

Signature

Print Name

Date

EXHIBIT "A"

PROJECT AGREEMENT

Between

VILLAGE OF PALMETTO BAY, FLORIDA

And

Stantec Consulting Services, Inc.

For

Work Order No. 1314-011

Village wide Drainage Improvements Phase V
Inspection Services

PROJECT AGREEMENT
Between

THE VILLAGE OF PALMETTO BAY, FLORIDA

And

Stantec Consulting Services, Inc.

For

Work Order No. 1314-011

Village wide Drainage Improvements Phase V
Inspection Services

Pursuant to the provisions contained in the "continuing services agreement" between the VILLAGE OF PALMETTO BAY, FLORIDA, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157 (the "village") and Stantec Consulting Services, Inc., ("consultant") dated June 20th, 2013, 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:

Attend pre-construction conference and prepare minutes, perform limited Construction Engineering Inspections (approximately 10 hrs/wk) and submit reports, 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 Letter of Completion.

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 6 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 "2". 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: \$500.00 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" \$12,300.00. [OR, IF HOURLY, "VILLAGE AGREES TO PAY CONSULTANT COMPENSATION AT CONSULTANT'S HOURLY RATES, UP TO A MAXIMUM AMOUNT NOT TO EXCEED \$12,300.00.]

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 June 20th, 2013 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 E. Williams, Village Manager

Date: _____

APPROVED AS TO FORM:

Village Attorney

ATTEST:

Stantec Consulting Services, Inc.

By: _____
Ramon Castella, PE, LEED, AP
Vice President

Date: _____

WITNESSES:

Print Name: _____

Print Name: _____



Ponce de Leon Boulevard, Suite 900
Coral Gables, Florida 33134
Tel: (305) 445-2900

March 24, 2014

Village of Palmetto Bay
9495 SW 180th Street
Palmetto Bay, FL 33157

Attention: Corrice Patterson

Reference: Villagewide Drainage Improvements Phase V

Dear Ms. Patterson,

Stantec previously completed the design of eleven (11) localized drainage areas throughout the Village. This proposal includes the construction administration of the final three (3) areas to be completed; Areas 3, 6, and 11.

SCOPE OF SERVICES:

Construction Assistance Phase

Attend pre-construction conference and prepare minutes, perform limited Construction Engineering Inspections (approximately 10 hrs/wk) and submit reports, 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 Letter 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:

Construction Assistance Phase \$12,300

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.



March 24, 2014
Corrice Patterson
Page 2 of 2

Thank you,

Stantec Consulting Services Inc.

A handwritten signature in black ink that reads "Sean Compel".

Sean Compel, P.E., LEED AP
Associate
Tel: 305-445-2900
sean.compel@stantec.com

Village of Palmetto Bay

Approved by:

Signature

Print Name

Date

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Design with community in mind

RESOLUTION NO. 2013-40

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PROFESSIONAL SERVICES; APPROVING THE QUALIFICATION OF FIRMS TO PROVIDE TRANSPORTATION PLANNING & ENGINEERING SERVICES, ENGINEERING SERVICES FOR ELECTRICAL ENGINEERING, MECHANICAL ENGINEERING & PLUMBING SYSTEMS, STRUCTURAL ENGINEERING, LANDSCAPE ARCHITECTURE, GENERAL PLANNING SERVICES, ARCHITECTURE, GENERAL CIVIL ENGINEERING SERVICES TO THE VILLAGE; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO CONTRACT NEGOTIATIONS WITH THE CORRADINO GROUP, INC., FLORIDA TRANSPORTATION ENGINEERING, INC., MARLIN ENGINEERING, WOLFBERG ALVAREZ AND PARTNERS, AMEC, PISTORINO & ALAM CONSULTING ENGINEERS, INC., STANTEC CONSULTING SERVICES, INC., NARMEL ENGINEERING, INC., O'LEARY RICHARDS DESIGN ASSOC., INC., KIMLEY-HORN & ASSOCIATES, INC., CALVIN, GIORDANO & ASSOC., INC., BERMELLO AJAMIL & PARTNERS, INC., AND KEITH & SCHNARS, P.A.; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in order to implement recommended improvements to the Village as outlined in its Stormwater Master Plan, Transportation Master Plan, Parks Master Plan, and Comprehensive Master Plan, the need for quick response and professional expertise is required; and

WHEREAS, a Request for Qualifications (RFQ) 2013-PW-100 was issued for qualified firms or teams of firms to obtain Professional Services in 7 service areas; and

WHEREAS, pursuant to Chapter 287.055, Florida Statutes, the Village will retain consultants to provide professional services in Transportation Planning & Engineering Services, Electrical Engineering, Mechanical Engineering & Plumbing Systems, Structural Engineering, Landscape Architecture, General Planning Services, Architecture, and General Civil Engineering; and

WHEREAS, in order to fulfill the needs of quick response and professional expertise, the Village intends to retain three (3) Consultants in each Service Area; and

WHEREAS, the Village conducted a mandatory Pre-RFQ response meeting on February 25, 2013 at the Edward & Arlene Feller Community Room; in response to the Village of Palmetto Bay's RFQ # 2013-PW-100, a total of 59 responses were received from many experienced, talented and highly capable firms; and

WHEREAS, as a result of the two part screening process and deliberations, the selection committee is recommending and requesting Village Council approval of the 3 highest ranking firms in accordance with the attached evaluation tabulation for each service area; and

WHEREAS, it should be noted that, along with the Village's overall desire to continue to implement the recommendations of its Master Plans, there are also legislative requirements (Chapter 287.055, Florida Statute) that must be adhered to by municipalities; and

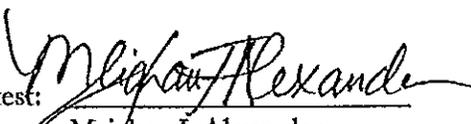
WHEREAS, the eventual contracting for these services is in the best interest of Village improvements and in certain instances their end products are mandated; and

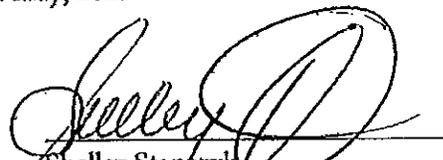
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. The Village Manager is authorized to enter into contract negotiations with the selected Consultants to provide professional engineering services.

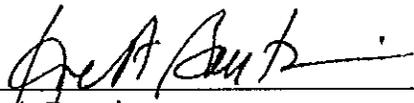
Section 2. This Resolution shall become effective immediately.

PASSED AND ADOPTED this 6th day of May, 2013.

Attest: 
Meighan J. Alexander
Village Clerk


Shelley Stanczyk
Mayor

APPROVED AS TO FORM:


Eve A. Boutsis,
FIGUERO & BOUTSIS, P.A., as Office
of the Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore	<u>YES</u>
Council Member Tim Schaffer	<u>YES</u>
Council Member Joan Lindsay	<u>YES</u>
Vice-Mayor John DuBois	<u>YES</u>
Mayor Shelley Stanczyk	<u>YES</u>



June 25, 2013

Stantec Consulting Services, Inc.
901 Ponce de Leon Blvd. Suite 900
Coral Gables, Florida 33134

Re: Contract with Stantec Consulting Services, Inc. for Professional Services

Service Area(s): Structural Engineering, Architecture, and General Civil Engineering Services

Dear, Ramon Castella:

Enclosed is the signed and executed Continuing Services Contract agreement between the Village of Palmetto Bay and Stantec Consulting Services, Inc. This final agreement will serve as a contract for Professional Services required by the Village of Palmetto Bay.

For further information, please contact the Department of Public Works at 305-969-5011 or email me at cpatterson@palmettobay-fl.gov.

Sincerely,

Corrice E. Patterson
Director of Public Works
Village of Palmetto Bay

**Localized Flooding Drainage Improvements Phase V
(1,2,3,4,5,6,7,8,9,10 and 11)**

Project Area Prioritization and Construction Timeline

High Priority –

Location	Construction Cost	Construction Calendar Days
Area 1	\$93,618.00	22
Area 2	\$173,007.00	40
Area 8	\$100,480.00	23
Area 9	\$148,043.00	34
Sub Total	\$515,148.00	119 days

Medium Priority -

Location	Construction Cost	Construction Calendar Days
Area 4	\$50,547.00	12
Area 7	\$52,998.00	12
Area 10	\$60,062.00	14
Sub Total	\$163,607.00	38 days

Low Priority -

Location	Construction Cost	Construction Calendar Days
Area 3	\$58,964.25	14
Area 5	\$17,030.00	4
Area 6	\$76,969.00	18
Area 11	\$62,880.00	15
Sub Total	\$215,843.25	51 days

TOTAL	\$894,598.25	
Permit Fee	\$150.00	
AIPP Fee	\$13,418.97	
GRAND TOTALS	\$908,167.22	208 DAYS

VILLAGE OF PALMETTO BAY ■ VILLAGEWIDE DRAINAGE IMPROVEMENTS PHASE V

INVITATION TO BID RELEASE DATE: Sept 19, 2012

BID OPENING DATE: Oct 19, 2012

The purpose of this capital improvement project is to address current roadway flooding issues in localized areas throughout the Village of Palmetto Bay. The drainage improvements will consist of additional catch basins and exfiltration trenches at low points in the roadway and connect to drainage wells. Existing catch basins will be modified or reconstructed as required to provide sediment traps and pollution retardant baffles to protect the exfiltration trench and canal outfalls.

PROJECT CONSISTS OF THE FOLLOWING AREAS:

- SITE 1: SW 174TH ST FROM 77TH AVE. TO OLD CUTLER ROAD AND SW 74TH CT FROM 174TH ST TO 176TH ST
- SITE 2: SW 176TH ST FROM 76TH AVE TO SW 74TH PL, SW 178TH TERR FROM 77TH AVE TO 75TH AVE, SW 75TH AVE FROM SW 178TH TERR TO SW 176TH ST, SW 75TH AVE FROM SW 178TH TERR TO SW 176TH ST, SW 74TH PL FROM 176TH ST TO CUL-DE-SAC
- SITE 3: SW 92ND AVE FROM SW 163RD TERR NORTH TO MIDDLE OF CURVE IN ROAD
- SITE 4: SW 91 AVE FROM SW 168TH ST TO SW 164TH ST
- SITE 5: SW 81ST AVE FROM 151ST ST TO 148TH DR
- SITE 6: SW 73RD CT & SW 154TH TERR
- SITE 7: SW 74TH AVE AND SW 145TH TERR
- SITE 8: SW 145TH TERR FROM 68TH CT TO 68TH AVE, SW 68TH CT AND SW 68TH AVE UP TO SW 144TH TERR
- SITE 9: SW 148 ST FROM SW 80TH AV TO SW 78TH AV
- SITE 10: SW 72ND AV FROM SW 144 ST TO SW 139 ST
- SITE 11: SW 161 ST FROM SW 80TH AV TO SW 78TH AV

For a Site location map please [click here](#).

RESOLUTION NO. 2013-02

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO VILLAGEWIDE LOCALIZED DRAINAGE IMPROVEMENTS PHASE V; APPROVING THE SELECTION OF WRANGLER CONSTRUCTION, INC., TO PROVIDE CONSTRUCTION SERVICES FOR DRAINAGE IMPROVEMENTS; FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER AND APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$678,755.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village administration contracted with Corzo, Castella, Carballo, Thompson, Salman, P.A. (C3TS, P.A.) to provide drainage engineering and planning for the preparation of drainage improvements in the area of SW 174 ST (from SW 77 AVE to Old Cutler Road)/SW 74 CT (from 174 Street to 176 ST), SW 176 ST (from 77 AVE to 75 AVE)/SW 74 PL (from Cul de Sac)/SW 75 AVE (from 178 TERR to 176 ST)/ SW 178 TERR (from 77 AVE to 75 AVE), SW 92 AVE (from 163 TER to middle of North Bend), SW 91 AVE (from SW 168 ST to SW 164 ST), SW 81 AVE (from SW 151 ST to 148 DR), SW 73 CT & SW 154 TER, SW 74 AVE & SW 145 TERR, SW 145 TER (from SW 68 CT to SW 68 AVE) SW 68 CT (UP TO 144 TER), SW 148 ST (from SW 80 AVE to SW 78 AVE), SW 72 AVE (from SW 144 ST to SW 139 ST), SW 161 ST (from SW 80 AVE to SW 78 AVE) 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, C3TS evaluated drainage improvements in eleven (11) localized areas with resident reported history of flooding following major rain events and according to data collection and field evaluations C3TS recommends implementing drainage improvements to reduce localized flooding during severe storm events; and

WHEREAS, a competitive bid process was followed for construction services for drainage improvements with the issuance of Invitation to Bid No. 2012-PW-103; and

WHEREAS, after a thorough analysis of the responses, the Village's engineer of record recommended and the Village concurred that Wrangler Construction, Inc. was the lowest, most inclusive, responsive and responsible bidder; and

WHEREAS, Phase V localized drainage improvements will be constructed in two (2) phases as the Stormwater Utility budget in FY 12-13 is insufficient to fund the entire base bid of \$908,167.72

WHEREAS, Construction of phase I projects in the amount the amount of \$678,755 is scheduled to commence in FY 2012-13 and phase II projects in the amount of \$229,412.72 will be completed in FY 2013-14; and

WHEREAS, C3TS assigned three levels of priority (high, medium, and low) to the eleven (11) areas; and

WHEREAS, construction of drainage improvements will be implemented in accordance with the project prioritization list attached; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. The Village Manager is authorized to enter into an agreement with Wrangler Construction, Inc. for localized drainage improvements Phase V in an amount not to exceed \$678,755.00.

Section 2. This Resolution shall become effective immediately.

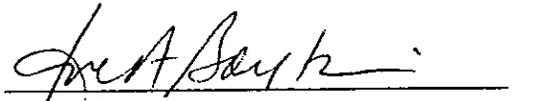
PASSED AND ADOPTED this 7th day of January, 2013.

Attest:


Meghan J. Alexander
Village Clerk


Shelley Stanczyk
Mayor

APPROVED AS TO FORM:


Eve A. Boutsis,
FIGUERO & BOUTSIS, P.A., as Office
of the Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore	<u>YES</u>
Council Member Tim Schaffer	<u>YES</u>
Council Member Joan Lindsay	<u>YES</u>
Vice-Mayor John DuBois	<u>YES</u>
Mayor Shelley Stanczyk	<u>YES</u>

RESOLUTION NO. 2013-09

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO VILLAGEWIDE LOCALIZED DRAINAGE IMPROVEMENTS PHASE V LOCATED AT VARIOUS LOCATIONS WITHIN THE VILLAGE OF PALMETTO BAY; FURTHER AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH STANTEC CONSULTING SERVICES, INC. TO PROVIDE CONSTRUCTION MANAGEMENT OF DRAINAGE IMPROVEMENTS, AND TO APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$31,400.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, currently, Phase V drainage improvement projects consisting of eleven (11) localized drainage systems located at various locations throughout the Village, more specifically, SW 174TH ST (from SW 77TH AVE to Old Cutler Road)/SW 74TH CT (from 174TH Street to 176TH ST), SW 176TH ST (from 77TH AVE to 75TH AVE)/SW 74TH PL (from Cul de Sac)/SW 75TH AVE (from 178TH TER to 176TH ST)/ SW 178TH TER (from 77TH AVE to 75TH AVE), SW 92ND AVE (from 163RD TER to middle of North Bend), SW 91ST AVE (from SW 168TH ST to SW 164TH ST), SW 81ST AVE (from SW 151ST ST to 148TH DR), SW 73RD CT & SW 154TH TER, SW 74TH AVE & SW 145TH TER, SW 145 TER (from SW 68TH CT to SW 68TH AVE) SW 68TH CT (UP TO 144TH TER), SW 148TH ST (from SW 80TH AVE to SW 78TH AVE), SW 72ND AVE (from SW 144TH ST to SW 139TH ST), SW 161ST ST (from SW 80TH AVE to SW 78TH AVE) consist of closed systems with small isolated drainage facilities, no existing drainage and/or several small exfiltration systems at low points in the roadway. The roadways reportedly flood heavily during major rainfall events; and

WHEREAS, Corzo Castella Carballo Thompson Salman, P.A. (C3TS) evaluated drainage improvements in the eleven (11) localized areas with resident reported history of flooding and according to data collection and field evaluations C3TS recommended implementing drainage improvements to reduce localized flooding during severe storm events; and

WHEREAS, C3TS has provided the Village of Palmetto Bay with design, permitting and bidding support for the eleven (11) areas in Phase V Localized Drainage Improvements; and

WHEREAS, the Village Administration desires to select C3TS under the name its new owner Stantec to provide construction support for Phase V Localized Drainage Improvements in accordance with the 100% construction plans and 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, Phase V localized drainage improvements will be constructed in two (2) phases; construction support of phase I projects is scheduled to commence in FY 2012-13; and

WHEREAS, the cost for construction support for phase 1 project areas (1, 2, 4, 7, 8, 9, and 10) in the amount of \$31,400, which are seven (7) areas approved for construction by Village Council on January 7, 2013 resolution No. 2013-02; and

WHEREAS, as per resolution No. 2010-36 approved on April 12, 2010, C3TS is qualified to provide ongoing general civil engineering services for the Village of Palmetto Bay; and

WHEREAS, C3TS is currently under contract with the Village of Palmetto Bay to provide continuing professional services in Civil Engineering until June 3, 2013; and

WHEREAS, as of November 30, 2012, Stantec Consulting Services Inc. ("Stantec") purchased certain assets of C3TS with the result that the ongoing business and affairs of C3TS is now wholly owned by Stantec; and

WHEREAS, therefore, assignment of all existing and future contracts with C3TS will be under Stantec; and

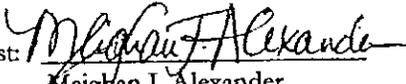
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

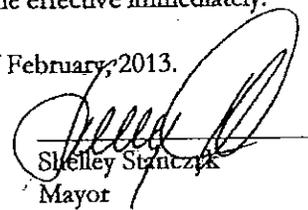
Section 1. The Village Manager is authorized to enter into an agreement with Stantec Consulting Services, Inc. for construction support services for localized drainage improvements Phase V in an amount not to exceed \$31,400.00.

Section 2. This Resolution shall become effective immediately.

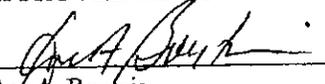
PASSED AND ADOPTED this 4th day of February, 2013.

Attest:


Meighan J. Alexander
Village Clerk


Shelley Stanczyk
Mayor

APPROVED AS TO FORM:


Eve A. Boutsis,
FIGUEREDO & BOUTSIS, P.A., as Office
of the Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore	<u>YES</u>
Council Member Tim Schaffer	<u>YES</u>
Council Member Joan Lindsay	<u>YES</u>
Vice-Mayor John DuBois	<u>YES</u>
Mayor Shelley Stanczyk	<u>YES</u>

RESOLUTION NO. 2013-79

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO AN EXISTING AGREEMENT WITH WRANGLER CONSTRUCTION FOR VILLAGEWIDE LOCALIZED DRAINAGE IMPROVEMENTS PHASE V; FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER AND APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$229,412.72 TO CONSTRUCT THE RESIDUAL FOUR (4) LOCALIZED DRAINAGE AREAS PRIORITIZED IN PHASE V DRAINAGE IMPROVEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village contracted with Stantec Consulting Services to provide drainage engineering and planning for the preparation of drainage improvements in the area of SW 174TH ST (from SW 77TH AVE to Old Cutler Road)/SW 74TH CT (from 174TH Street to 176TH ST), SW 176TH ST (from 77TH AVE to 75TH AVE)/SW 74TH PL (from Cul de Sac)/SW 75TH AVE (from 178TH TERR to 176TH ST)/ SW 178TH TERR (from 77TH AVE to 75TH AVE), SW 92ND AVE (from 163RD TER to middle of North Bend), SW 91ST AVE (from SW 168TH ST to SW 164TH ST), SW 81ST AVE (from SW 151ST ST to 148TH DR), SW 73RD CT & SW 154TH TER, SW 74TH AVE & SW 145TH TERR, SW 145 TER (from SW 68TH CT to SW 68TH AVE) SW 68TH CT (UP TO 144TH TER), SW 148TH ST (from SW 80TH AVE to SW 78TH AVE), SW 72ND AVE (from SW 144TH ST to SW 139TH ST), SW 161ST ST (from SW 80TH AVE to SW 78TH AVE) 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, a competitive bid process was followed for construction services for Phase V drainage improvements with the issuance of Invitation to Bid No. 2012-PW-103; and

WHEREAS, after a thorough analysis of the responses, the Village's engineer of record recommended and the Village concurred that Wrangler Construction, Inc. provided the lowest, most inclusive and responsible bid in an amount not to exceed \$908,167.72 for construction of Phase V drainage improvements in eleven (11) localized areas; and

WHEREAS, Phase V localized drainage improvements construction is scheduled to be completed in two (2) Parts; and,

WHEREAS, Stantec Consulting Services assigned three levels of priority to the eleven (11) areas; and

WHEREAS, the Village contracted with Wrangler Construction, Inc. the lowest, most inclusive and responsible bid to provide construction services in an amount of \$678,755 via Resolution No. 2013-02 for seven (7) drainage improvement areas identified as Phase V Part 1 Drainage Improvement; and,

WHEREAS, Wrangler Construction commenced construction of Phase V Part 1 Drainage Improvements in the area of SW 174TH ST (from SW 77TH AVE to Old Cutler

Road)/SW 74TH CT (from 174TH Street to 176TH ST), SW 176TH ST (from 77TH AVE to 75TH AVE)/SW 74TH PL (from Cul de Sac)/SW 75TH AVE (from 178TH TERR to 176TH ST)/ SW 178TH TERR (from 77TH AVE to 75TH AVE), SW 91ST AVE (from SW 168TH ST to SW 164TH ST), SW 74TH AVE & SW 145TH TERR, SW 145 TER (from SW 68TH CT to SW 68TH AVE) SW 68TH CT (UP TO 144TH TER), SW 148TH ST (from SW 80TH AVE to SW 78TH AVE), SW 72ND AVE (from SW 144TH ST to SW 139TH ST), in FY 12-13; and

WHEREAS, the Village desires to commence construction of Phase V Part 2 Drainage Improvements in the area of SW 92ND AVE (from SW 163RD TERR to middle of North Bend), SW 81ST AVE (from SW 151ST ST to 148TH DR), SW 73RD CT & SW 154TH TER, SW 161ST ST (from SW 80TH AVE to SW 78TH AVE) in FY 13-14; and,

WHEREAS, the Village would like to continue its contract with Wrangler Construction, Inc. for construction of Phase V Part 2 drainage improvement in the amount not to exceed \$229,412.72 in FY 2013-14 in accordance with Invitation to Bid No. 2012-PW-103.

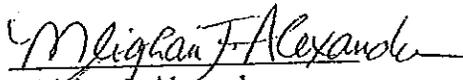
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

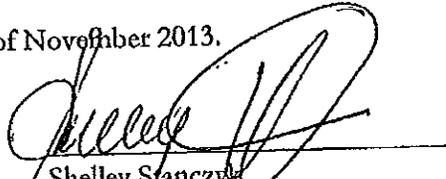
Section 1. The Village Manager is authorized to enter into an agreement with Wrangler Construction, Inc. for localized drainage improvements Phase V Part 2 in an amount not to exceed \$229,412.72.

Section 2. This Resolution shall become effective immediately.

PASSED AND ADOPTED this 4th day of November 2013.

Attest:


Meighan J. Alexander
Village Clerk


Shelley Stanczyk
Mayor

APPROVED AS TO FORM:


Eve A. Boutsis,
FIGUEREDO & BOUTSIS, P.A., as Office
of the Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore

YES

Council Member Tim Schaffer

YES

Council Member Joan Lindsay

YES

Vice-Mayor John DuBois

YES

Mayor Shelley Stanczyk

YES