

1 SW 77th Court, and east of SW 79th Avenue. Drainage Sub-basin 61 is
2 part of the C100C-W-7 Miami-Dade County basin; and
3

4 **WHEREAS**, Kimley Horn and Associates, Inc. shall provide
5 planning, design development plans, drainage design, permitting, final
6 construction plans, and bid support to successfully construct drainage
7 improvements and repaving of Sub-Basin No. 61; and
8

9 **WHEREAS**, the drainage improvements will consist of cleaning
10 and flushing all sediment and debris from existing catch basins and pipes
11 and adjust catch basin elevations and locations to minimize
12 accumulation of sediment and debris; and
13

14 **WHEREAS**, existing catch basins should be modified or
15 reconstructed as required to provide sediment traps (sumps) and
16 pollution retardant baffles to protect the exfiltration trench, constructing
17 additional catch basins, manholes, culverts, and exfiltration trench is
18 recommended to interconnect the catch basins; and,
19

20 **WHEREAS**, the Village desires to proceed with an agreement in
21 the amount of \$49,200.00 with Kimley Horn and Associates, Inc., for
22 planning, design and permitting services for the construction of Sub-
23 Basin No. 61.
24

25 **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND**
26 **VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY,**
27 **FLORIDA, AS FOLLOWS:**
28

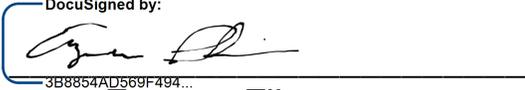
29 **Section 1.** The Village Manager is hereby authorized to enter into
30 an agreement with Kimley Horn and Associates, Inc., for the planning,
31 design and permitting of drainage improvements to include roadway
32 resurfacing in Sub-Basin 61 in accordance with the Village's Updated
33 Storm Water Master Plan for the amount not to exceed \$49,200.00,
34 based on the terms and conditions set forth in the Continuing Service
35 Agreement with Kimley Horn and Associates, Inc.
36

37 **Section 2.** Funding is budgeted in the FY2017-18 Capital
38 Improvement Program. The disbursements for this item are under
39 "Special Revenue Funds –Stormwater Utility –Professional Services in
40 an amount not to exceed \$49,200.00 during Fiscal Year 2017-18. The

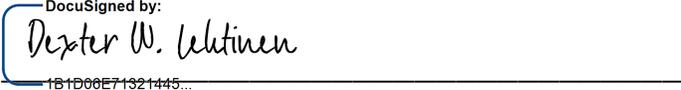
1 remaining fund balance in this account once funds are expended is
2 \$69,220.00.

3
4 **Section 3.** This Resolution shall become effective upon adoption.
5

6
7 **PASSED and ADOPTED** this 4th day of December, 2017.

8
9
10 Attest:  
11 Missy Arocha Eugene Flinn
12 Village Clerk Mayor
13

14
15 **APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE**
16 **USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY ONLY:**
17

18
19 
20 Dexter W. Lehtinen
21 Village Attorney
22
23

24
25 **FINAL VOTE AT ADOPTION:**

26
27 Council Member Karyn Cunningham YES
28 Council Member David Singer YES
29 Council Member Larissa Siegel Lara YES
30 Vice-Mayor John DuBois YES
31 Mayor Eugene Flinn YES
32
33
34
35

ATTACHMENT A

Kimley-Horn and Associates, Inc. Project Agreement

EXHIBIT "A"

PROJECT AGREEMENT

Between

VILLAGE OF PALMETTO BAY, FLORIDA

And

Kimley-Horn and Associates, Inc.

For

Work Authorization No. 17-02

Sub-basin 61 Paving and Drainage Improvement Project
Design, Permitting, and Limited Construction Phase Services

PROJECT AGREEMENT

Between

THE VILLAGE OF PALMETTO BAY, FLORIDA

And

Kimley-Horn and Associates, Inc.

For

Work Authorization No. 17-02

Sub-basin 61 Paving and Drainage Improvements
Design, Permitting, and Limited Construction Phase Services

Pursuant to the provisions contained in the "continuing services agreement" between the VILLAGE OF PALMETTO BAY, FLORIDA, 9705 East Hibiscus Street, Palmetto Bay, Florida 33157 (the "VILLAGE") and Kimley-Horn and Associates, Inc., ("CONSULTANT" or "ENGINEER") dated June 20, 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:

See Scope of Services in Attachments Exhibit "2".

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 the project is completed, 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: \$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" a Lump Sum amount of \$73,200.00.

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 CONSULTANT's, 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 subconsultant's, 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 costs incurred in replacing CONSULTANT for this project agreement. 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 sub CONSULTANT 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 subconsultant'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 20, 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: _____
Edward Silva, VILLAGE Manager

Date: _____

APPROVED AS TO FORM:

VILLAGE Attorney

ATTEST:

Kimley-Horn and Associates, Inc.

By: _____
Gary R. Ratay, P.E.
Senior Associate

Date: _____

WITNESSES:

Print Name: _____

Print Name: _____

Exhibit “1”

Project Description

This proposal is to assist the VILLAGE in addressing current flooding issues occurring in Drainage Sub-basin 61 as defined in the VILLAGE’s Stormwater Master Plan Update. The project area is generally located south of SW 155th Terrace, north of SW 160th Street, west of SW 77th Court, and east of SW 79th Avenue. Drainage Sub-basin 61 is part of the C100C-W-7 Miami-Dade County basin. The drainage system in this basin includes catch basins connected to exfiltration trench located in the swales along the sides of the roadway and isolated outfall connections. The project intent is to improve stormwater management performance and provide stormwater quality treatment with new drainage infrastructure. The project also includes milling, new asphalt resurfacing, matching existing speed humps, new pavement markings, and site restoration throughout the project area. The professional services associated with the is project include design, permitting, bid document development, bidding assistance, and limited construction phase services.

Exhibit “2”

Scope of Services and Project Schedule

The professional services for this project will include the following:

Task 1 - Project Initiation, Survey, Geotechnical, and Schematic Design

As part of this task, the CONSULTANT shall obtain, review, and analyze survey and soil testing for the Project Area. Upon receipt of the survey and geotechnical information, the CONSULTANT shall visit the site listed in the Project Description (Exhibit “1”) to collect data and note existing conditions. The survey and information collected during the site visits will be utilized to develop a schematic design plan. The schematic design plan will be represented to the VILLAGE on one (1) plan sheet identifying proposed drainage improvements and existing conditions. The schematic drainage design plan will be the basis for discussion with VILLAGE staff.

As part of this task, two (2) copies of the survey will be forwarded to each utility company known to operate in the vicinity of the Project Area. Each utility company will be requested to return one redlined survey, identifying the horizontal and vertical location of their facilities and any proposed improvements planned within the next two years to the VILLAGE. This information will be incorporated into the schematic design plan upon receipt from the utility companies.

As part of this Task, the CONSULTANT shall attend one (1) meeting with VILLAGE staff. Task 1 will be completed within 12 weeks of authorization to proceed.

Task 2 – Design Development Plans

Utilizing the survey, soil testing results and schematic design plan developed in Task 1 above, the CONSULTANT shall prepare preliminary 60% design plans for the construction of paving and drainage improvements within the Project Area. These Design Development Plans shall show the geometric layout on top of the base survey data. The basis for design will be the Miami-Dade County Public Works Manual and Florida Department of Transportation (the “FDOT”) Standard Indexes where applicable. Task 2 will be completed within 8 weeks of receiving schematic design plan approval from VILLAGE staff. The following plan sheets may be included in the Design Development Plans:

1. Key Sheet – Project title, vicinity map, engineer of record, and other appropriate information.
2. Resurfacing Maps – Identifying the limits of the roadways that will be resurfaced as part of this project.

3. Plan and Profile Sheets (in a 22" x 34" format) – Containing the geometric, horizontal and vertical alignment for the milling and resurfacing of the roadways within the project area. These sheets shall also contain the horizontal, vertical, and geometric alignments for modifications/additions to the existing drainage system.
4. Miscellaneous Construction Details – These sheets shall provide construction details that are not included in the FDOT Standard Indexes or Miami-Dade County Details.
5. Miscellaneous Drainage Details – These sheets would provide drainage details that are not included in the FDOT Standard Indexes or Miami-Dade County Details.
6. Typical Signing and Pavement Marking Details – Signing and pavement markings shall be detailed for use in the project.

Task 3 – Drainage Design and Permitting

3.1 Coordination Meetings

The CONSULTANT shall attend one (1) coordination meeting each with representatives of the Miami Dade County Department of Environmental Resources Management (“DERM”) and the Miami-Dade County Department of Public Works (“Miami-Dade Public Works”) during the course of the design and permitting process. The intent of the meetings will be to review the proposed design and permitting requirements.

3.2 Hydraulic Analysis

The hydraulic analysis shall be completed for the Project Area based upon the geotechnical and survey information obtained in Task 1. During the analysis, the volume of stormwater runoff shall be calculated from the design storm and the capacity of the existing stormwater collection system shall be evaluated. The results of the above noted calculations along with the incorporation of budget constraints will be the basis for design of the stormwater system.

3.3 Permitting

The CONSULTANT shall prepare and submit permit applications to DERM and Miami-Dade Public Works. The package will consist of the permit application form, pre-development and post-development runoff calculations, and the Design Development Plans. Responses to comments (one set of review comments by DERM and Miami-Dade Public Works) will be prepared within the Final Construction Plans. The VILLAGE will pay all permit fees directly. The permit applications will be submitted within 12 weeks of receiving design development plan approval from VILLAGE staff.

Task 4 - Final Construction Plans and Contract Documents

4.1 Final Construction Plans

Upon receipt of comments from DERM and Miami-Dade Public Works, the Design Development Plans will be upgraded to Construction Plans incorporating the permitting agency comments. This task will be completed within 6 weeks of receiving DERM and Miami-Dade Public Works permit approval.

4.2 Contract Documents

The Engineers Joint Contract Documents Committee (“EJCDC”) standard contract documents will be utilized for this project. It is intended that the FDOT Technical Specifications be used for this project. Supplemental Technical Specifications shall be prepared by the CONSULTANT to address construction elements not addressed in the FDOT standard Technical Specifications or that are included but require modifications to make them project specific.

Task 5 – Contractor Selection Assistance

5.1 Bidding Assistance

It is our understanding that the VILLAGE will use a competitive bidding process to hire a contractor to construct the improvements described in the final construction plans and contract documents. The CONSULTANT shall consult with and advise the VILLAGE and act as its representative for the proposed improvements during the bidding process. This task is limited to attendance at a pre-bid meeting and issuance of addenda in response to contractor questions. Once bids are received, the CONSULTANT shall review the bids and prepare a bid tabulation sheet for use in making the recommended award.

Task 6 – Limited Construction Phase Services

This task is to provide limited construction phase services by the CONSULTANT during construction of the project. There are six separate construction phase sub tasks regarding the VILLAGE’s Sub-basin 61 Paving and Drainage Improvements project. The tasks are as follows:

1. Meetings
2. Resident Project Representative
3. Shop Drawing Review
4. Contract Clarification
5. Review of Pay Application
6. Project Close-out

The construction duration for the scope of work is 120 days.

6.1 Meetings

The CONSULTANT shall attend bi-monthly progress meetings (as scheduled by the CONSULTANT) with the Contractor(s) to assess the project schedule and Contractor progress for the duration of the construction process. This task includes eight (8) meetings.

6.2 Resident Project Representative

A Resident Project Representative (“RPR”) shall be furnished by the CONSULTANT and shall act as directed by the CONSULTANT in order to assist the CONSULTANT in observing performance of the work of the Contractor(s). The duties, responsibilities, and limitations on the authority of the RPR and assistants will be in accordance with the sections of EJCDC Document associated with this issue.

The RPR shall visit the site three (3) times per week, for two (2) hours per day, for twelve (12) weeks (total of 36 visits) at the various stages of construction to observe the progress and quality of the executed work of the Contractor(s) and to determine if such work is proceeding in accordance with the contract documents for the construction of the improvements (the “Contract Documents”). The RPR shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). The RPR’s efforts will be directed toward providing the VILLAGE with a greater degree of confidence that the completed work of Contractor(s) will conform to the Contract Documents. The RPR shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During such visits and on the basis of on-site observations, the CONSULTANT shall keep the VILLAGE informed of the progress of the work, shall endeavor to protect the VILLAGE against defects and deficiencies in such work, and may disapprove or reject work if it fails to conform to the Contract Documents. The CONSULTANT shall perform the observations in accordance with the standard of care of the profession at the time of service.

The RPR shall prepare and submit monthly reports to the CONSULTANT of the field visits describing the general working conditions, areas of construction activity, tests performed, and special and unusual events.

6.3 Shop Drawing Review

The CONSULTANT shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the General Conditions of each construction contract) and samples and other data that each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such review and approval, or other action, shall not extend to means, methods, sequences, techniques or procedures of construction, or safety precautions and programs incident hereto. The CONSULTANT shall perform these reviews in accordance with the standard of care of the profession at the time of service.

The CONSULTANT shall consult with and advise the VILLAGE as to the acceptability of substitute materials and equipment that are proposed by the prime contractor(s) hereinafter called "Contractor(s)".

6.4 Contract Clarifications

The CONSULTANT shall issue the VILLAGE's instructions to Contractor(s), as well as issue necessary interpretations and clarifications of the plans and specifications in connection therewith and review change orders as required.

6.5 Review of Pay Application

Based on the CONSULTANT's on-site observations and upon review of applications for payment and the accompanying data and schedules, the CONSULTANT shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment shall constitute a representation to the VILLAGE based on such observations and review that the work has progressed to the point indicated and that, to the best of the CONSULTANT's knowledge, information, and belief, the quality of work is in accordance with the Contract Documents (subject to any qualifications stated in the CONSULTANT's recommendations), and that payment of the amount recommended is due to Contractor(s).

By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, equipment choice and usage, sequences, or procedures of construction of safety precautions or programs incident thereto, nor Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

6.6 Project Close-out

The CONSULTANT shall review the Project to determine if the Project is substantially complete and conduct a final review to determine if the work has been completed in accordance with the Contract Documents. If the Contractor has fulfilled all of his obligations there under, the CONSULTANT may recommend, in writing, final payment to each Contractor and may give written notice to the VILLAGE and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed).

The CONSULTANT will review project record drawings prepared, provided, and certified by the Contractor. One set of reproducible "As-Built" drawings will be provided to the VILLAGE.

The CONSULTANT shall not be responsible for the acts or omissions of any Contractor or subcontractor, any of the Contractor(s)' or subcontractor(s)' agents or employees, or any other persons (except the CONSULTANT's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work.

Exhibit "3"

Payment Schedule

The CONSULTANT will complete this scope of services for the lump sum amount of **\$73,200.00.**

Task	Description	Labor Fee
1	Project Initiation, Survey, Geotechnical, and Schematic Design .	\$24,000.00
2	Design Development Plans.....	\$10,400.00
3	Drainage Design and Permitting.....	\$6,300.00
4	Final Construction Plans and Contract Documents	\$7,500.00
5	Contractor Selection Assistance	\$1,000.00
6	Limited Construction Phase Services	\$24,000.00
	LUMP SUM FEE	\$73,200.00

ATTACHMENT B

Project Timeline

Village of Palmetto Bay

Sub-basin 61 Paving and Drainage Improvements

KHA Work Authorization 17-02

Project Timeline

TASK DESCRIPTION

- Project Survey, Geotechnical, Schematic Design
- Design Development Plans
- Drainage Design and Permitting
- Final Construction Plans and Contract Documents
- Advertise and Contractor Selection
- Award and Execute Contracts
- Construction Phase

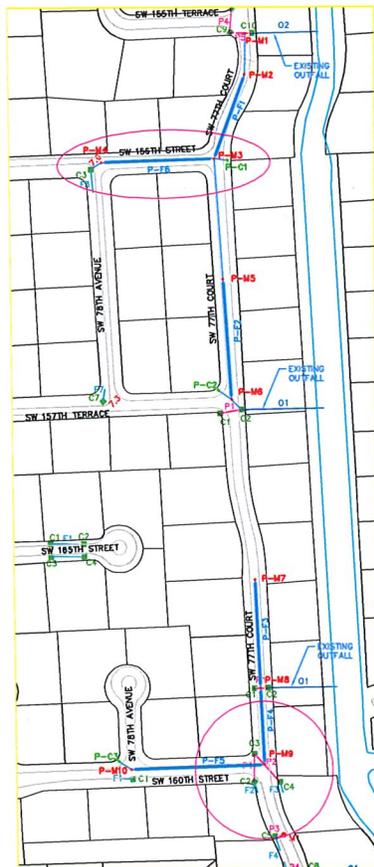
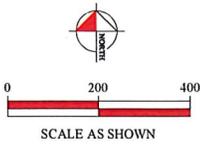
DURATION (Days)	2 0 1 8												2 0 1 9			
	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	
90																
60																
90																
45																
30																
30																
120																

- Design Process
- Bid Process
- Contact Award
- Construction Phase



ATTACHMENT C

Basin 61 Drainage Improvement Map



**FIGURE 15:
DRAINAGE SUB-BASIN #61
PROPOSED CONDITIONS**

PROPOSED MODIFICATIONS

- Add 1,300 LF 18" French Drain / Exfiltration Trench
- Add 400 LF of 18" Storm Sewer Pipe (HDPE)
- Add 150 LF of 15" Storm Sewer Pipe (HDPE)
- Add 3 Catch Basins
- Add 10 Manholes

PERFORMANCE GOAL CRITERIA

- Min. Roadway EOP Elevation 7.05
- Min. Roadway Centerline Elevation 7.30
- Min. Building FFE 7.97

LEGEND	
Catch Basin (C1)	
French Drain (F1)	
Trench (T1)	
Pipe (P1)	
Outfall (O1)	
Sub-Basin Boundary	
Manhole (M1)	
Elevation	
Proposed Catch Basin (P-C1)	
Proposed French Drain (P-F1)	
Proposed Manhole (P-M1)	
Proposed Pipe	
Flooding reported by the Village	

Kimley»Horn

Last Revised August 25, 2014