

## RESOLUTION NO. \_\_\_\_\_

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2  
3 A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE  
4 VILLAGE OF PALMETTO BAY, FLORIDA; CREATING REQUISITE  
5 BALLOT LANGUAGE FOR SUBMISSION TO ELECTORS OF A  
6 PROPOSED AMENDMENT TO THE VILLAGE CHARTER; CREATING  
7 SECTION 10.4, OF THE VILLAGE OF PALMETTO BAY'S CHARTER;  
8 PROVIDING FOR COPIES OF THE CHARTER AMENDMENT TO BE  
9 AVAILABLE FOR PUBLIC INSPECTION; PROVIDING FOR THE  
10 VILLAGE CLERK TO UTILIZE THE SERVICES OF MIAMI-DADE  
11 COUNTY SUPERVISOR OF ELECTIONS TO PLACE THE CHARTER  
12 AMENDMENT ON THE BALLOT; PROVIDING FOR SEVERABILITY  
13 AND AN EFFECTIVE DATE. (Sponsored by Mayor Shelley Stanczyk)  
14

15 WHEREAS, the Mayor and Village Council desire to create a proposed charter  
16 amendment, to be numbered Section 10.4, which shall be submitted to the electorate for approval or  
17 disapproval at the next regularly scheduled General Election, currently scheduled for November 4,  
18 2014; and,  
19

20 WHEREAS, the Mayor and Village Council desire to provide requisite ballot language for  
21 submission to electorate, providing for copies of this charter amendment to be available for public  
22 inspection, and providing for the Village Clerk to utilize the services of Miami-Dade County  
23 Supervisor of Elections.  
24

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

28 **Section 1.** *Whereas clauses.* The above whereas clauses are incorporated by reference into  
29 this Resolution.  
30

31 **Section 2.** *Proposed Amendment to the Village Charter.* The Mayor and Village Council  
32 propose an amendment to the Village Charter that shall be voted upon by the Village electorate.  
33 Those proposed amendment is commonly referred to by the following ballot title: **Lighting**  
34 **Prohibition.** The amendment is as follows:  
35

## Section 10.4

36 Lighting shall not be installed or used for outdoor recreational areas, except for  
37 underwater swimming pool lighting, by religious facilities, private schools, child care  
38 facilities or other non-governmental public assembly uses in any single-family  
39 residential zoning district. This provision shall be self-executing and become effective  
40 upon the date of adoption by the electorate.  
41  
42

43 **Section 3.** *Form of Ballot.* The form of ballot of the Charter amendments provided for in  
44 this Resolution shall be as follows:  
45

1 **Proposed Palmetto Bay Charter Amendment:**  
2 **LIGHTING PROHIBITION [Section 10.4].**  
3

4 Lighting shall not be installed or used for outdoor recreational areas, except for  
5 underwater swimming pool lighting, by religious facilities, private schools, child care  
6 facilities or other non-governmental public assembly uses in any single-family  
7 residential zoning district. This provision shall be self-executing and become effective  
8 upon the date of adoption by the electorate.  
9

10 Shall the above described amendment be adopted?

11  
12 YES [ ]  
13 NO [ ]  
14

15 **Section 4.** *Charter Amendment to be Available for Public Inspection, and for the Village Clerk to*  
16 *Utilize the Services of Miami-Dade County Supervisor of Elections.* The place, information and the full text  
17 of the proposed Village Charter amendment is available at the office of the Village Clerk located at  
18 9705 East Hibiscus Street, Palmetto Bay, Florida 33157. Copies of this resolution providing the  
19 charter amendment subject to this referendum approval is on file in the office of the Village Clerk  
20 and available for public inspection during regular business hours. The Village Clerk is authorized to  
21 utilize the services of Miami-Dade County Supervisor of Elections for any assistance required in the  
22 administration of the election.  
23

24 **Section 5.** *Providing for Adoption of Enabling Resolution.* The Village Council shall enable  
25 the submittal of the proposed amendments to the electorate pursuant to section 6.03 of the Miami-  
26 Dade County Charter.  
27

28 **Section 6.** If any section, clause, sentence, or phrase of this resolution is for any reason  
29 held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the  
30 validity of the remaining portions of this resolution.  
31

32 **Section 7.** This resolution shall take effect immediately upon enactment.  
33

34 PASSED AND RESOLVED this \_\_\_\_ day of June, 2014.  
35  
36  
37

38 Attest: \_\_\_\_\_  
39 Meighan Alexander  
40 Village Clerk  
41  
42

\_\_\_\_\_  
Shelley Stanczyk  
Mayor

1 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE  
2 AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:  
3  
4  
5

6 \_\_\_\_\_  
7 Dexter W. Lehtinen  
8 Village Attorney  
9

10  
11  
12 FINAL VOTE AT ADOPTION:  
13

- 14 Council Member Patrick Fiore \_\_\_\_\_
- 15
- 16 Council Member Tim Schaffer \_\_\_\_\_
- 17
- 18 Council Member Joan Lindsay \_\_\_\_\_
- 19
- 20 Vice-Mayor John DuBois \_\_\_\_\_
- 21
- 22 Mayor Shelley Stanczyk \_\_\_\_\_
- 23



ITEM 10B

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To: Honorable Mayor and Village Council

Date: May 23, 2014

From: Ron E. Williams, Village Manager

Re: Landscape Design Services for  
Beautification of US-1 Medians

*Ron E. Williams*

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**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO BEAUTIFICATION OF US-1 MEDIANS WITHIN THE VILLAGE OF PALMETTO BAY; FURTHER AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. TO PROVIDE LANDSCAPE DESIGN SERVICES AND TO APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$45,000; AND PROVIDING FOR AN EFFECTIVE DATE.**

**BACKGROUND AND ANALYSIS**

The Village Council approved Resolution No. 2013-71 authorizing the Department of Public Works to submit an application to solicit FY 2013-14 Florida Highway Beautification Council Grant funding in an amount not to exceed \$90,000. A 50/50 match is required (50% grant/50% applicant).

The application as submitted was selected by the Florida Highway Beautification Council to receive a grant to fund the design and installation of landscape for placement within the medians on the stretch of US-1 from south of SW 136<sup>th</sup> ST to north of SW 184<sup>th</sup> ST. At the May 5, 2014 Village Council meeting, Council approved Resolution No. 2014-40 accepting the grant award (\$45,000) and terms as detailed in the award letter and further authorized the Village Manager to execute the required agreements within one year from the date of the award letter.

FDOT's first priority in the design, construction, and maintenance of every highway landscape project is safety. The landscape project for beautification of the US-1 corridor within the boundaries of the Village must be safe, cost effective, aesthetically pleasing, compatible with Florida's ecology, and practical to maintain. The landscape improvements proposed will provide and instantly create a welcoming and enjoyable experience to visitors and residents with landscape safely placed along this highly traveled state road along with identifying the gateway points into the Village.

In response to the Village's needs, the Department of Public Works requested a proposal from Kimley-Horn and Associates, Inc. for the preparation of US-1 Median Landscape design inclusive of a maintenance plan to be implemented in three (3) phases.

At the May 6, 2013 Village Council meeting, the Council approved the selection of Kimley-Horn and Associates, Inc. via Resolution No. 2013-40 to provide ongoing Landscape Architecture services for the Village of Palmetto Bay. The professional services listed in the proposal prepared by Kimley-Horn and Associates include the following:

- Task 1. - Conceptual design
- Task 2. – Planting & Irrigation Design
- Task 3. – Permit Processing Assistance

The Administration is requesting authorization to enter into an agreement with Kimley-Horn and Associates, Inc. to commence preparation of a landscape design for beautification of the US-1 medians on the stretch of US-1 from south of SW 136<sup>th</sup> ST to north of SW 184<sup>th</sup> ST.

**FISCAL/BUDGETARY IMPACT**

Funding is available and budgeted for this item under "Special Revenue Funds - New Local Option Gas Tax – Easement/Swales" in an amount not to exceed \$30,000.00 and the Planning and Zoning Department has \$15,000 available in the Landscape Mitigation program in FY 2013-14 to cover the balance of the \$45,000 (\$22,500 will be reimbursed from the Florida Highway Beautification Council grant funds in the Fiscal Year 2013-2014).

**RECOMMENDATION:**

Approval is recommended.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO BEAUTIFICATION OF US-1 MEDIANS WITHIN THE VILLAGE OF PALMETTO BAY; FURTHER AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. TO PROVIDE LANDSCAPE DESIGN SERVICES AND TO APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$45,000.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council approved Resolution No. 2013-71 authorizing the Department of Public Works to submit an application to solicit FY 2013-14 Florida Highway Beautification Council Grant funding in an amount not to exceed \$90,000; and

WHEREAS, a 50/50 match is required (50% grant/50% applicant); and

WHEREAS, the Village was selected by the Florida Highway Beautification Council to receive grant funding for the design and installation of landscape for placement within the medians on the stretch of US-1 from south of SW 136<sup>th</sup> ST to north of SW 184<sup>th</sup> ST; and

WHEREAS, the Village Council approved Resolution No. 2014-40 accepting the grant award in the amount \$45,000 which further authorized the Village Manager to execute the required agreements; and

WHEREAS, the landscape project for beautification of the US-1 corridor within the boundaries of the Village must be safe, cost effective, aesthetically pleasing, compatible with Florida's ecology, and practical to maintain; and

WHEREAS, the landscape improvements proposed will provide and instantly create a welcoming and enjoyable experience to visitors and residents with landscape safely placed along this highly traveled state road along with identifying the gateway points into the Village; and

WHEREAS, the Department of Public Works requested a proposal from Kimley-Horn and Associates, Inc. for the preparation of US-1 Medians Landscape design inclusive of a maintenance plan; and,

WHEREAS, construction of the US-1 Medians Landscape improvements will be constructed in three (3) phases; and

WHEREAS, the fee established to provide the professional services for this project is \$45,000.00; and

WHEREAS, as per Resolution No. 2013-40 approved on May 6, 2013, Kimley-Horn and Associates, Inc. is qualified to provide ongoing Landscape Architecture services for the Village of Palmetto Bay; and

WHEREAS, Kimley-Horn and Associates, Inc. is currently under contract with the Village of Palmetto Bay to provide continuing professional services in Civil Engineering until June 2016; and

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

**Section 1.** Funding is available and budgeted for this item under "Special Revenue Funds - New Local Option Gas Tax - Easement/Swales" in an amount not to exceed \$30,000.00, and Planning and Zoning Department has \$15,000 available in the Landscape Mitigation program in FY 2013-14 to cover the balance of the \$45,000 (\$22,500 will be reimbursed from the Florida Highway Beautification Council grant funds in Fiscal Year 2013-2014).

**Section 2.** The Village Manager is authorized to enter into an agreement with Kimley-Horn and Associates Inc. to commence preparation of a landscape design for beautification of the US-1 medians on the stretch of US-1 from south of SW 136<sup>th</sup> ST to north of SW 184<sup>th</sup> ST in an amount not to exceed \$45,000.00.

**Section 3.** This Resolution shall become effective immediately.

PASSED AND ADOPTED this \_\_\_\_\_ day of June, 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 \_\_\_\_\_

Council Member Tim Schaffer \_\_\_\_\_

Council Member Joan Lindsay \_\_\_\_\_

Vice-Mayor John DuBois \_\_\_\_\_

Mayor Shelley Stanczyk \_\_\_\_\_

**EXHIBIT "A"**

**PROJECT AGREEMENT**

Between

VILLAGE OF PALMETTO BAY, FLORIDA

And

Kimley-Horn and Associates, Inc.

For

Work Order No. 1314-012

Landscape Design Services for  
Beautification of US-1 Medians

PROJECT AGREEMENT  
Between

THE VILLAGE OF PALMETTO BAY, FLORIDA

And

Kimley-Horn and Associates, Inc.

For

Work Order No. 1314-012

Landscape Design Services for  
Beautification of US-1 Medians

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 Kimley-Horn and Associates, Inc., ("consultant") dated June 20<sup>th</sup>, 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:

Task 1 Conceptual Design

Task 2 Planting & Irrigation Design  
Task 3 Permit Processing Assistance

**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: \$0.00 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" \$45,000.00. [OR, IF HOURLY, "VILLAGE AGREES TO PAY CONSULTANT COMPENSATION AT CONSULTANT'S HOURLY RATES, UP TO A MAXIMUM AMOUNT NOT TO EXCEED \$45,000.00.]

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 20<sup>th</sup>, 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:**

Kimley-Horn and Associates, Inc.

By: \_\_\_\_\_  
Aaron Buchler, P.E.  
Vice President

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

**WITNESSES:**

\_\_\_\_\_

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

\_\_\_\_\_

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

## EXHIBIT 1, 2, & 3

# Kimley»Horn

May 20, 2104

Ms. Corrice E. Patterson, Director  
Public Works Department  
Village of Palmetto Bay  
9495 SW 180th Street  
Palmetto Bay, Florida 33157

**RE: U.S. 1 Medians Landscape Design**

Dear Ms. Patterson:

Kimley-Horn and Associates, Inc. ("KHA" or "Consultant") is pleased to submit this letter agreement ("Agreement") to the Village of Palmetto Bay ("Client" or "Village") for providing professional landscape architectural consulting services associated with the landscape design of the existing U.S.1 medians between S.W. 136<sup>th</sup> Street and SW 184<sup>th</sup> Street. All work under this scope will be in accordance with the terms and conditions of the "Landscape Architecture Continuing Services Agreement" dated June 25, 2013 (2013-PW-100), between the Village of Palmetto Bay and KHA.

## PROJECT UNDERSTADING

The Client has requested that KHA develop planting and irrigation designs for the existing U.S. 1 medians between SW 136<sup>th</sup> Street and S.W. 184<sup>th</sup> Street (approximately 6 miles and 24 medians). Planting and irrigation contract documents (existing medians only) will be presented to FDOT for a Right of Way Landscape Permit that will be prepared and permitted in three (3) separate packages as follows:

- Phase 1 Submittal Set: SW 184th Street to SW 168th Street
- Phase 2 Submittal Set: SW 168th Street to SW 152nd Street
- Phase 3 Submittal Set: SW 152nd Street to SW 136th Street

### Planting Design:

- New trees, palms, shrubs and groundcovers will be incorporated into the medians following FDOT design standards.
- Where needed, existing trees and palms will be removed in order to incorporate the new planting design.

### Irrigation Design:

- All the medians will be irrigated using a potable water source
- It is our understanding that the Village prefers to use solar-powered controllers and that no new electrical service will be required to power the system.

- It is our understanding that the Village prefers spray heads and bubblers to water the plantings in the medians. We will verify this with the Client and recommend a solution that closely meets the anticipated maintenance for the medians.

The proposed scope of services and fees follow.

## SCOPE OF SERVICES

### TASK 1- CONCEPTUAL DESIGN

**Data Collection and Analysis:** KHA will gather information, and analyze Client provided data, to gain a better understanding of the site and surrounding conditions. This will be facilitated with a meeting at the site between the Village's representative and KHA to review all of the existing base data and site documentation available to the Village. After reviewing the available information, KHA will make recommendations for securing any additional documentation that may be critical to the design process.

Critical to KHA's work is a digital site aerial and a boundary/topographic/tree survey in AutoCAD format. These digital images, along with the existing base information, will be the basis for our planning and design process. After working with the Village's representative in gathering the necessary base information, KHA will prepare the following:

- Conceptual Design Alternatives:** KHA will prepare two (2) Preliminary Conceptual Design alternatives for review and comments by the Client. The Conceptual Design will show the proposed planting design for two (2) typical medians within the project limits. Based on Client comments, KHA will prepare one (1) Final Conceptual Design Plan.
- Image and Material Exhibit:** KHA will prepare one (1) image and material exhibit depicting the proposed landscape materials envisioned for the project.
- Task 1 Meetings:** KHA proposes to attend meetings with the Client during this task. Our proposal includes the following:
  - Two (2) meetings with Client in Palmetto Bay to be attended by one KHA representative. (meetings are assumed at 3 hours max in length including travel time)
  - Any additional meetings requested by Client will be billed on an hourly basis.
- Task 1 Deliverables:** KHA will make the following submittals for the Conceptual Design phase:
  - Conceptual Design Review Set, bound with all sheets (5 copies)

**E. Task 1 Duration:**

- Conceptual Design package: 4 weeks from notice to proceed and receipt of required base information.

## **TASK 2- PLANTING & IRRIGATION DESIGN**

When authorized by Client, KHA shall prepare landscape architectural contract documents setting forth in detail the requirements for the construction of the proposed landscape improvements based upon the established design scheme approved by the Client during Task 1. KHA will make two (2) formal submittals during the Planting & Irrigation Design task at the 75% and Final percent completion of the landscape architectural contract documents.

For this task, KHA will prepare and submit landscape architectural contract documents as three (3) separate packages (phases 1, 2 & 3 as described in the "Project Understanding") for submittal to FDOT for a Right of Way Landscape Permit. This task consists of the following:

- A. Planting Plans:** KHA will prepare planting plans, planting notes, schedules and details that will delineate proposed plant material species, size, condition and quantities.
- B. Tree Disposition Plan:** KHA will prepare a Tree Disposition Plan and Schedule showing the existing trees and palms within the project site and whether they will remain, be relocated or be removed. The final location of all trees to remain and be relocated will be shown on the planting plan.
- C. Irrigation Plans:** KHA will prepare irrigation plans and details for an irrigation system designed to provide 100% irrigation coverage for the project medians. KHA will provide the following irrigation design services:
  - Coordination with the Client to determine preferred equipment, installation detailing, and other factors that will affect the irrigation design.
  - Calculation of irrigation system requirements based on water application per week and water window availability as determined by local municipality and within parameters of then-current Water Management District watering restrictions.
  - Coordination with Client for irrigation mainline routing.
  - Coordination with Client for proposed sleeve and conduit locations.
  - Recommendation for irrigation controller location(s).
  - Solar powered or battery powered controllers will be specified – no electrical engineering is necessary
  - Preparation of irrigation details
  - Preparation of material legend of all components
  - Preparation of dripline and/or head layout, schedule, notes and specifications for irrigation system

- D. **Opinion of Probable Construction Cost:** KHA will prepare an opinion of probable construction cost (OPCC) at the completion of the first landscape design submittal milestone (75%). Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- E. **Maintenance Plan:** KHA will prepare a maintenance plan that will describe the required ongoing maintenance for the proposed planting and irrigation improvements for the project.
- F. **Task 2 Meetings:** KHA proposes to attend meetings with the Client during this task. Our proposal includes the following:
- Two (2) meetings with Client in Palmetto Bay to be attended by one KHA representative. (meetings are assumed at 3 hours max in length including travel time)
  - Any additional meetings requested by Client will be billed on an hourly basis.
- G. **Task 2 Deliverables:** KHA will make the following submittals for the Conceptual Design phase:
- Separate 75% Contract Documents packages for Phases 1, 2 & 3 (5 copies of each)
  - Separate Final Contract Documents packages for Phases 1, 2 & 3 (5 copies of each)
  - Separate Opinion of Probable Construction Cost for Phases 1, 2 & 3
  - Separate Opinion of Probable Construction Cost for Phases 1, 2 & 3
  - Maintenance Plan (One maintenance plan for all three phases)
  - CD of Final Contract Documents packages for Phases 1, 2 & 3 in AutoCAD format
- H. **Task 2 Duration:**
- 75% Contract Documents package: 4 - 6 weeks from Client approval of the Final Conceptual Design Plan.
  - Final Contract Documents package: 3 weeks from receipt of written Client comments of 75% Contract Documents package.

- I. KHA will provide the first submittal to the Client for review and comment. Client feedback and comments will be incorporated into the contract documents and a Final set of construction drawings and specifications will be submitted to FDOT for permit approval. Plans will be submitted in 11" x 17" format, to scale. PDFs will be sent to the Client for use as bidding instruments. Revisions to plans based on Client and FDOT comments are limited to a total of two (2) rounds of re-submittals.
- J. Although this scope of services does not include the preparation of Maintenance of Traffic (MOT) plans, MOT will be noted to reference the FDOT standard specification and design index, with specific notes as required for the permit. These MOT notes will be used by the Contractor during the preparation of MOT plans as part of the Contractor's construction contract.

### **TASK 3- PERMIT PROCESSING ASSISTANCE**

KHA will assist the Client with FDOT permit applications by providing supporting documentation for the Client's signature and subsequent transmittal to the following regulatory agencies:

- FDOT District VI
- A. If separate or additional submittals are requested by any of the jurisdictional agencies, the client or any of the client's consultant, said submittals will be made as an additional service.
  - B. Permit fees and impact fees are not included. KHA will address reasonable comments or agency requests for additional information (RAIs) as part of this task in conjunction with this project.
  - C. After KHA has submitted permit applications and received comments from FDOT, we will upgrade the permit documents to full contract documents. The plans will be prepared reflecting comments and/or conditions set forth by the regulatory agencies during the permitting process. Any changes requested beyond this point will be addressed as additional services.
  - D. **Task 3 Meetings:** KHA proposes to attend meetings with the Client during this task. Our proposal includes the following:
    - Two (2) meetings with Client and/or FDOT in Miami to be attended by one KHA representative. (meetings are assumed at 3 hours max in length including travel time)
    - Any additional meetings requested by Client will be billed on an hourly basis.

## ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Electrical engineering for service to median(s)
- Civil engineering for water service connection(s) and/or roadway improvements
- Hardscape Design
- Lighting Design
- Permitting services beyond those described above
- Construction phase services
- MOT notes in excess of the scope described above
- Revisions to the plans due to substantial changes in project scope, budget, and/or concept
- Hand drawn or computer generated 3D renderings
- Improvements outside the originally agreed-upon project limits
- Meetings, presentations or coordination in addition to those described in Task 1 - Task 3
- Services and deliverables not specifically included within "Scope of Services"

## INFORMATION PROVIDED BY CLIENT

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by KHA during the project, including but not limited to the following:

- Topographic, Boundary and Tree Survey
- Village of Palmetto Bay preferred irrigation equipment list
- Define the Client's requirements for the project, including any schedule constraints, desired or required materials or products (tree/plant species, etc.) design standards, and deliverable formats.

## FEE AND EXPENSES

The fee established to provide the professional services for this project is \$45,000.

### Lump Sum Fees

The Consultant will provide the services described in Task 1 through Task 3 on a lump sum basis. Individual task amounts are informational only. Lump sum fees will be invoiced monthly based upon

the overall percentage of services performed. All permitting, application, and similar project fees will be paid directly by the Client. Payment to the Consultant will be in accordance with the general services agreement referenced above. The following task items represent a breakdown of the lump sum amount for reference:

<u>Task</u>	<u>Description</u>	<u>Total</u>
Task 1	Conceptual Design	\$8,500
Task 2	Planting & Irrigation Design	\$32,000
Task 3	Permit Processing Assistance	\$4,500
<b>Total Lump Sum Fee</b>		<b>\$45,000</b>

Expenses for the project such as in-house duplicating, facsimile, local mileage, telephone, postage, in-house blueprinting, and word-processing are included in the lump sum fees shown above.

In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, large format reproductions (larger than 11" x 17"), air travel, and other direct expenses will be billed at cost.

## Hourly Fees

The Consultant will perform Additional Services on a labor fee plus expense basis. Labor fee will be billed on an hourly basis according to our then current hourly rates:

Task 4 Additional Meetings Hourly

## CLOSURE

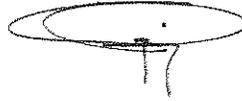
If you concur in the foregoing and wish to direct KHA to proceed with the aforementioned services, please execute the enclosed copy of this letter agreement in the space provided and return the same to the undersigned. Fees and times stated in this agreement are valid for sixty (60) days after the date of agreement by the Consultant.

With Kimley-Horn, you should expect more and will experience better. Please contact me at (305) 535-7756 or [george.puig@kimley-horn.com](mailto:george.puig@kimley-horn.com) should you have any questions.

Sincerely,



Aaron Buchler, P.E.  
Vice President



George Puig, RLA  
Senior Project Manager

**VILLAGE OF PALMETTO BAY**

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2014

By: \_\_\_\_\_

\_\_\_\_\_  
(Print or Type Name)

Title: \_\_\_\_\_

(As Authorized by Law)

\_\_\_\_\_  
(Email Address)

\_\_\_\_\_, Witness

\_\_\_\_\_  
(Print or Type Name)

Official Seal:

Copy To: Aaron Buchler/File

**CONTINUING SERVICES**

**AGREEMENT**

**Between**

**VILLAGE OF PALMETTO BAY, FLORIDA**

**And**

**Kimley-Horn & Associates, Inc.**

**CONTINUING SERVICES**

**A G R E E M E N T**

**Between**

**VILLAGE OF PALMETTO BAY, FLORIDA**

**And**

**Kimley-Horn and Associates, Inc.**

**THIS AGREEMENT** is made between the Village of Palmetto Bay, Florida, a Florida municipal corporation, (hereinafter referred to as the "village ") and Kimley-Horn and Associates, Inc. licensed and authorized to do business in the State of Florida, (hereinafter referred to as the "consultant "), whose place of business is 5200 NW 33 Avenue, Suite 109, Ft. Lauderdale, FL 33309.

**WHEREAS**, pursuant to section 287.055, Florida Statutes, the village requested qualifications from qualified engineers and selected the consultant to provide professional *Landscape Architecture, General Planning, and General Civil Engineering* services; and

**WHEREAS**, the consultant is willing and able to perform such professional, services for the village within the basic terms and conditions set forth in this agreement (hereinafter referred to as "continuing services agreement or agreement"); and

**WHEREAS**, the purpose of this continuing services agreement is not to authorize the consultant to perform a specific project, but to set forth certain terms and conditions which shall be incorporated into subsequent supplemental agreements for specific projects or services when required.

**NOW THEREFORE**, in consideration of the mutual terms, conditions, promises and covenants set forth below, the village and consultant agree as follows:

**SECTION 1. DEFINITIONS**

The following definitions and references are given for the purpose of interpreting the terms as used in this agreement and apply unless the context indicates a different meaning:

1.1 **Compensation:** The total amount paid by the village for the consultant's professional services for a specific project, exclusive of reimbursable expenses.

1.2 **Reimbursable Expenses:** the direct non-salary expenses directly attributable to the project. reimbursable expenses include long-distance communications, application and permit fees paid for securing approval of authorities having jurisdiction over the specific project; actual cost of reproduction, printing, binding and photocopying of drawings, specifications, renderings and other documents; postage; travel expenses; and subconsultant's fees.

1.3 **Specific Project Agreement or Project Agreement:** an agreement to provide services for a particular project.

1.4 **Subconsultant Fee:** the direct and actual cost of the subconsultant with no markup, as reflected by actual invoices of the subconsultant.

1.5 **Travel Expenses:** is a reimburseable expense and provides reimbursement entitlement to consultant for: actual mileage at 50¢ per mile, meals and lodging expenses incurred directly for the specific project for travel outside of Miami-Dade County. No overnight travel or out-of-town travel outside of Miami-Dade County shall be reimbursed unless the consultant has secured advance written authorization for such travel from the village manager. Reimbursement for authorized travel expenses shall be at the rates provided for in Chapter 112, Florida Statutes, as may be amended from time to time, which rates shall by reference be made a part of this agreement as though set forth in full.

## **SECTION 2. SPECIFIC PROJECTS/SCOPE OF SERVICES**

2.1 In accordance with the Consultants' Competitive Negotiation Act, the consultant may provide professional services to the village for specific projects as authorized from time to time by either the village council or village manager as authorized by subsection 2.6. The services shall be for the following types of projects or similar disciplines:<sup>1</sup>

- a. NPDES Permitting and stormwater management;
- b. Drainage facilities;
- c. Road construction and maintenance;
- d. Civil Engineering;
- e. GIS Mapping assistance;
- f. Utility infrastructure evaluation and review;
- g. Plat and site plan review;
- h. Park and park land development;
- i. Environmental engineering;
- j. Surveying;
- k. Project management;
- l. Opinion of probable cost of construction; and

<sup>1</sup> The disciplines listed below are more extensively defined and identified in RFQ \_\_\_\_\_ Section 2.2 Scope of Services; which RFQ is incorporated by reference as exhibit C to this contract.

m. Public Works permitting and inspections.

2.2 When the need for services for a specific project occurs, the village manager may, enter into negotiations with the consultant for that specific project under the terms and conditions of this agreement. The village shall initiate said negotiations by providing the consultant with a "Scope of Services Request," requesting from the consultant a proposal to provide professional services for the specific project. The consultant shall prepare a proposal which includes those subjects specified in subsection 2.3 (a) through (g). The village manager and consultant shall negotiate the terms of the specific project in accordance with the provisions of subsection 2.3.

2.3 The village and consultant shall utilize as the agreement for each specific project a standard project agreement ("project agreement"), a copy of which is attached and incorporated into this agreement as Exhibit "A". Each supplemental agreement for a specific project will, by mutual agreement, set forth, among other things, the following:

- a. The Scope of Services;
- b. The Deliverables;
- c. The Time and Schedule of Performance and Term;
- d. The amount of Compensation;
- e. The Personnel assigned to the specific project;
- f. Any additional contractual requirements of section 287.055, Florida Statutes, for consultant agreements; and
- g. Any modifications to the project agreement, if mutually agreed upon by the parties.

2.4 When required and in lieu of a lump sum compensation package, the consultant shall charge the village for professional services at those hourly fees as specified in Exhibit "B." The project agreement shall specify that the consultant's services shall be provided on an hourly basis with a maximum amount of compensation that may not be exceeded without additional approval.

2.5 The professional services to be rendered by the consultant shall commence subsequent to the execution of each project agreement. Performance of work by consultant prior to execution of a project agreement shall be at consultant's sole risk.

2.6 The Village Manager is authorized to negotiate and execute a project agreement for projects in which the consultants' services do not exceed \$25,000.00.

2.7 The Contract Documents for each specific project shall incorporate this continuing services agreement. In the event that any of the terms or conditions of this agreement conflict with the project agreement, the provisions of the project agreement shall apply.

### SECTION 3. TERM/TERMINATION

3.1 Term of Agreement. This continuing agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect, unless and until terminated pursuant to section 3.2 or other applicable sections of this agreement. Each project agreement shall specify the period of service agreed to by the village and consultant for services to be rendered under the project agreement. There should be a term limit, two year, with two one year renewals, upon prior approval of the village manager.

3.2 Termination For Convenience. The village may terminate this agreement for convenience at any time by giving 30 days notice in writing to the consultant. The consultant will be paid for the value of services performed pursuant to the schedule contained in the statement of work, up to and including the termination date. Consultant will be permitted to complete on-going investigations and shall be paid for all satisfactory work completed. The village shall not be liable for future profits or losses. In the event that the village improperly terminates the agreement for default under paragraph 3.3, the termination shall be deemed a termination for convenience under this paragraph.

3.3 Termination For Default. Either party may terminate this agreement prior to the expiration of the initial term or any subsequent renewal term on account of a material breach of this agreement by the other party, which has not been cured within 10 days from the date of receipt of written notice of breach from the party seeking termination. Termination shall be effective as of the end of the notice period in the case of any uncured material breach. Consultant may terminate this agreement prior to the expiration of the initial term or any subsequent renewal term upon not less than 10-days prior written notice to the village in the event that consultant is unable to complete the services identified in section 2 due to causes beyond consultant's control. The village shall have no liability to the consultant for future profits or losses in the event of termination for default. The rights and remedies of the village provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement. Should consultant provide the village with written notice of cancellation of agreement, consultant will be required to refund a pro-rata share of the compensation identified in section 2.

3.4 Termination for Delay. If the project is suspended or the consultant's services are delayed by the village for more than 30 consecutive days, the consultant may terminate this agreement by giving not less than 10 days written notice. The liability of the village upon termination by the consultant for suspension or delay of the project shall be for the value of services performed pursuant to the schedule contained in the statement of work rendered by consultant to the time of termination by consultant. The village shall not be liable for future profits or losses.

3.5 Termination for Lack of Funds. Notwithstanding any other provisions of the agreement, if the funds anticipated by the village for the for the payment of work under this agreement are at any time not forthcoming, through the failure of the village to appropriate funds, the failure of Miami-Dade County, the Florida Legislature, or the U.S. Congress to appropriate funds, or the refusal of the administrative branch of the federal or county government to release funds, or due to any other reason for the unavailability of funds in succeeding fiscal years, or the discontinuance or material alteration of the program under which funds are to be provided, the village shall have the right to terminate the agreement without penalty by giving not less than 10 days written notice of the lack of available funding.

3.5.1 In the event the village declines to appropriate funds for payment of the agreement for future fiscal years, consultant shall be paid for work performed under the agreement with funds that are appropriated for the current fiscal year. The liability of the village to consultant shall be limited to the obligation to budget and appropriate funds for work performed during the current fiscal year.

3.5.2 For any portion of the work that is funded by county, state or federal appropriations or grants, the liability of the village to consultant shall be limited to payment for services when payment is received by the village from the county, state or federal authority. The village shall submit all required documents requesting payment within a reasonable time. The village shall not be liable to consultant for work performed in the event that payment is not received by the village from a county, state or federal funding authority. This is a pay-when-paid clause.

3.6 Effect on Project Agreement – Nothing in this section shall be construed to create a right by either party to terminate any ongoing project agreement(s). Termination of a project agreement shall be exclusively through the termination provisions of the specific project agreement.

3.7 Non-Exclusive Agreement - Notwithstanding the provisions of subsection 3.1, the village manager may issue requests for proposals for this professional discipline at any time and may utilize the services of any other consultants retained by the village under similar continuing services agreements. Nothing in this agreement shall be construed to give the consultant a right to perform services for a specific project.

#### SECTION 4. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

4.1 Changes Permitted. The village shall not be liable to pay, and shall not pay, charges for extra work, delay charges, or additional work, unless the village's contract officer specifically authorizes the extra or additional work, in a written task order before the commencement of the work. Changes in the scope of services of a project agreement consisting of additions, deletions, revisions, or any combination thereof, may be ordered by the village by change order without invalidating the project agreement.

4.2 Change Order Defined. Change order shall mean a written order to the consultant executed by the village, issued after execution of a project agreement, authorizing and directing a change in the scope of services or an adjustment in the contract price or the contract time, or any combination thereof. The contract price and/or the contract time may be changed only by change order.

4.3 Effect of Executed Change Order. The execution of a change order by the village and the consultant shall constitute conclusive evidence of the consultant's agreement to the ordered changes in the scope of services or an adjustment in the contract price or the contract time, or any combination thereof. The consultant, by executing the change order, waives and forever releases any claim against the village for additional time or compensation for matters relating to or arising out of or resulting from the services included within or affected by the executed change order.

4.4 Authority to Execute Changes or Requests for Additional Services. The village manager is authorized to negotiate and execute change orders, in an amount not to exceed \$25,000.00 per contract. Changes, which exceed \$25,000.00, shall be approved by the village council.

#### SECTION 5. NO DAMAGES FOR DELAY CLAUSE

5.1 No claim for damages or any claim other than for an extension of time shall be made or asserted against the village by reason of any delays. The consultant shall not be entitled to an increase in the agreement sum or payment of compensation of any kind from the village for direct, indirect, consequential, impact, mobilization, demobilization, or other costs, expenses or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery or damages by the consultant for hindrances or delays due solely to fraud, bad faith or active interference on the part of the village or its agents. Otherwise, the consultant shall be entitled only to extension of the agreement time as the sole and exclusive remedy for a resulting delay, in accordance with and to the extent specifically provided above.

#### SECTION 6. RIGHT TO WITHHOLD

6.1 If work under this agreement is not performed in accordance with the terms hereof, the village has the right to withhold any payment due to the consultant, of any sums as the village may deem sufficient to protect it against loss, or to ensure payment of claims, and, at its option, the village may apply the sums in the manner as the village may deem proper to secure itself or to satisfy the claims. The village will provide consultant with 10 days prior written notice in the event that it elects to exercise its right to withhold under this paragraph.

## SECTION 7. INTEREST PAYMENTS

7.1 The village shall make payment to consultant within 30 days of receipt of the original written invoice and sufficient backup documentation and acceptance of the work by the village. Interest shall accrue on unpaid invoices as provided by section 218.74, Florida Statutes.

7.2 Consultant shall not be entitled to any carrying charges or finance fees due to late payment by the village.

## SECTION 8. SURVIVAL OF PROVISIONS

8.1 Any terms or conditions of either this agreement or any subsequent project agreement that require acts beyond the date of the term of either agreement, shall survive termination of the agreements, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

## SECTION 9. VILLAGE'S RESPONSIBILITIES

9.1 Assist consultant by placing at its disposal all available information as may be requested in writing by the consultant and allow reasonable access to all pertinent information relating to the services to be performed by consultant.

9.2 Furnish to consultant, at the consultant's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by consultant, in possession of the village.

9.3 Arrange for access to and make all provisions for consultant to enter upon public property as required for consultant to perform services.

## SECTION 10. CODE OF ETHICS

10.1 The code of ethics of the Florida Engineering Society shall be incorporated in this agreement by this reference.

10.2 Consultant warrants and represents that its employees will abide by the Conflict of Interest and Code of Ethics Ordinances set forth section 2-11.1 of the Miami-Dade County Code, and village code, as these codes may be amended from time to time.

## **SECTION 11. POLICY OF NON-DISCRIMINATION/WAGES**

11.1 The consultant shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work and shall not discriminate on the grounds of race, color, religion, sex, age, marital status, national origin, physical or mental disability in performing under this agreement.

11.2 The consultant shall comply with the wage provisions of section 287.055, Florida Statutes. If the project is subject to federal or state grant funding that requires specific wage and non-discrimination provisions, the consultant shall be required to comply with applicant grant requirements.

## **SECTION 12. OWNERSHIP OF DOCUMENTS/DELIVERABLES**

12.1 All finished or unfinished documents, including but not limited to, detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, digital files, and all other data prepared for the village or furnished by the consultant pursuant to any project agreement, shall become the property of the village, whether the project for which they are made is completed or not, and shall be delivered by consultant to the village within five calendar days after receipt of written notice requesting delivery of said documents or digital files. The consultant shall have the right to keep one record set of the documents upon completion of the project, however, in no event shall the consultant, without the village's prior written authorization, use, or permit to be used, any of the documents except for client or educational presentations or seminar use.

12.2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications, digital files or other data, entered into by the consultant for each specific project shall provide that all documents and rights obtained by virtue of the subcontracts shall become the property of the village.

12.3 All final plans and documents prepared by the consultant shall bear the endorsement and seal of a person duly registered as a professional engineer, architect, landscape architect, professional geologist, or land surveyor, as appropriate, in the State of Florida and date approved and/or sealed. Consultant shall within three business days of ascertaining or determining that the registered professional engineer, landscape architect, professional geologist or land surveyor is no longer affiliated with consultant or barred from practicing under his/her license, shall notify village of the event and obtain the services of another, duly qualified and registered professional.

### SECTION 13. RECORDS/AUDITS

13.1 Consultant shall maintain and require subconsultants to maintain, complete and correct records, books, documents, papers and accounts pertaining to the specific project. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by the village manager or any authorized village representative with reasonable notice and shall be kept for a period of three years after the completion of each project agreement. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance by or reimbursement to the village of any fees or expenses based upon such entries. Disallowed fees will be paid when incomplete or incorrect entries are remedied to the satisfaction of the village.

13.2 The consultant shall comply with Chapter 119, Florida Statutes, as applicable.

13.3 Refusal of the consultant to comply with these provisions shall be grounds for immediate termination for cause by the village of this agreement or any project agreement.

### SECTION 14. NO CONTINGENT FEE

14.1 Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for consultant, to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. In the event the consultant violates this provision, the village shall have the right to terminate this agreement or any project agreement, without liability, and at its sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

### SECTION 15. INDEPENDENT CONTRACTOR

15.1 The consultant is an independent contractor under this agreement and any project agreements and nothing in this agreement shall create any association, partnership, or joint venture between the parties, or any employer – employee relationship. Personal services provided by the consultant shall be by employees of the consultant and subject to supervision by the consultant, and not as officers, employees, or agents of the village, personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement or any project agreements shall be those of the consultant.

**SECTION 16. ASSIGNMENT; AMENDMENTS**

16.1 This agreement shall not be assigned, transferred or otherwise encumbered, under any circumstances, by consultant, without the prior written consent of the village.

16.2 No modification, amendment or alteration in the terms or conditions of this agreement shall be effective unless contained in a written document executed with the same formality as this agreement.

**SECTION 17. INDEMNIFICATION/HOLD HARMLESS**

17.1 The village shall not be held liable or responsible for any claims which may result from acts, errors or omissions of the consultant or its subcontractors, suppliers or laborers. In reviewing, approving or rejecting any submissions or acts of the consultant, the village in no way assumes responsibility or liability for the acts, errors or omissions of the consultant or subcontractors.

17.2 The consultant shall not commence work under this agreement until it has obtained all insurance required by the village. The consultant shall defend, indemnify and hold the village harmless from any and all claims, liability, losses, expenses and causes of action arising solely out of a negligent act, error, or omission or misconduct of the consultant, or the consultant's subcontractors, suppliers and laborers incident to the performance of the consultant's services under this agreement. The consultant shall pay all claims, losses, fines, penalties, costs and expenses of any nature whatsoever resulting from its intentional misconduct or negligence.

17.3 Pursuant to section 725.08, Florida Statutes, the consultant shall indemnify and hold harmless the village and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent such liabilities, damages, losses, and costs are caused by the negligence, recklessness, or intentionally wrongful conduct of the consultant or any persons employed or utilized by the consultant in the performance of this or any project agreement.

**SECTION 18. INSURANCE**

18.1 The consultant shall secure and maintain throughout the duration of this agreement and any project agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the village against hazards or risks of loss as specified below. The insurance coverages shall include a minimum of:

- A. Professional Liability Insurance in the amount of \$1,000,000.00 with deductible per claim if any, not to exceed 5% of the limit of liability providing for all

sums which the consultant shall become legally obligated to pay as damages for claims arising out of the services performed by the consultant or any person employed by him in connection with this agreement. This insurance shall be maintained for three years after completion of the construction and acceptance of any project covered by this agreement. However, the consultant may purchase Specific Project Professional Liability Insurance which is also acceptable.

B. Comprehensive general liability insurance with broad form endorsement, including automobile liability, completed operations and products liability, contractual liability, severability of interest with cross liability provision, and personal injury and property damage liability with limits of \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage. The policy or policies shall name village as additional insured and shall reflect the hold harmless provision contained herein. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

C. Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes, as presently written or hereafter amended, and applicable federal law. The policies must include Employer's Liability with minimum limits of \$500,000 per accident.

18.2 The policies shall contain waiver of subrogation against the village where applicable and shall expressly provide that the policy or policies are primary over any other insurance that the village may have. The village reserves the right to request a copy of the required policies for review. All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the village.

18.3 All of the insurance is to be placed with Best rated A-8 or better insurance companies qualified to do business under the laws of the State of Florida and have agents upon whom service of process may be made in the State of Florida.

18.4 The consultant shall furnish certificates of insurance to the village prior to the commencement of operations. The certificates shall clearly indicate that the consultant has obtained insurance in the type, amount, and classification as required for strict compliance with this paragraph and that no reduction in limits by endorsement during the policy term, or cancellation of this insurance shall be effective without 30 days prior written notice to the village.

18.5 The village is to be specifically included as an additional insured for the liability of the village resulting from operations performed by or on behalf of consultant in performance of this or any project agreement. Consultant's insurance, including that applicable to the village as an additional insured, shall apply on a primary basis and any other insurance maintained by the village shall be in excess of and shall not contribute to consultant's insurance. Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each insured or additional insured in the same manner as if separate policies had been issued to each.

18.6 Prior to the execution of this agreement, consultant shall provide the village manager with evidence of insurability from the consultant's insurance carrier or a certificate of insurance. Prior to execution of any project agreement, the consultant shall provide to the village manager, certificates of insurance evidencing the required insurance coverages. The certificates of insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this and any project agreement and shall state that such insurance is as required by this and any project agreement. The village reserves the right to require the consultant to provide a certified copy of such policies, upon written request by the village. If a policy is due to expire prior to the completion of the services, renewal certificates of insurance or policies shall be furnished 30 days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than 30 days' written notice shall be provided to the village before any policy or coverage is cancelled or restricted. Acceptance of the certificate(s) is subject to approval of the village manager.

18.7 Compliance with the foregoing requirements shall not relieve the consultant of its liability and obligations under this agreement.

18.8 All deductibles or self-insured retentions must be declared to and be approved by the village manager. The consultant shall be responsible for the payment of any deductible or self-insured retention in the event of any claim. The village manager may require the consultant, as a condition of execution of a particular project agreement, to provide a bond or other monetary consideration to cover the consultants' deductible for professional liability insurance.

#### **SECTION 19. REPRESENTATIVE OF VILLAGE AND CONSULTANT**

19.1 **Village Representative.** It is recognized that questions in the day-to-day conduct of this agreement will arise. The village designates the Director of Public Work, as the person to whom all communications pertaining to the day-to-day conduct of this agreement shall be addressed.

19.2 **Consultant Representative.** Consultant shall inform the village representative, in writing, of the representative of the consultant to whom all communications pertaining to the day-to-day conduct of this agreement shall be addressed.

**SECTION 20. COST AND ATTORNEY'S FEES/WAIYER OF JURY TRIAL**

20.1 The village does not waive sovereign immunity for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this agreement, the prevailing party shall be entitled to its reasonable attorney's fees and costs in any state or federal administrative, circuit court and appellate court proceedings.

20.2 In the event of any litigation arising out of this agreement or project agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

**SECTION 21. MEDIATION**

21.1 Any claim or dispute arising out of or related to this agreement shall be subject to informal mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Both parties waive any right to arbitration.

21.2 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Miami-Dade County, Florida, unless another location is mutually agreed upon.

21.3 Agreements reached in mediation shall be enforceable as settlement agreements in the circuit court for the 11<sup>th</sup> judicial circuit for the State of Florida.

**SECTION 22. ALL PRIOR AGREEMENTS SUPERSEDED**

22.1 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly it is agreed that no deviation from the terms of the agreement shall be predicated upon any prior representations or agreements whether oral or written.

**SECTION 23. CONSULTANT'S RESPONSIBILITIES**

23.1 The consultant and any and all drawings, plans, specifications, or other construction or contract documents prepared by the consultant shall be accurate, coordinated and adequate for construction and shall comply with all applicable village codes, state and federal laws, rules and regulations.

23.2 The consultant shall exercise the same degree of care, skill and diligence in the performance of the services for each project agreement as is ordinarily provided by a

professional engineer, architect, landscape architect, surveyor or mapper under similar circumstances. If at any time during the term of any project agreement or the construction of the project for which the consultant has provided engineering, architectural landscape architectural, surveying or mapping services under a prior project agreement, it is determined that the consultant's documents are incorrect, defective or fail to conform to the Scope of Services of the particular project, upon written notification from the village, the consultant shall immediately proceed to correct the work, re-perform services which failed to satisfy the foregoing standard of care, and shall pay all costs and expenses associated with correcting said incorrect or defective work, including any additional testing, inspections, and construction and reimbursements to the village for any other services and expenses made necessary thereby, save and expect any costs and expenses which the village would have otherwise paid absent the consultant's error or omission. The village's rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this agreement, the project agreement, by law, equity or otherwise.

23.3 The consultant's obligations under this section of this agreement shall survive termination of this agreement or any project agreement.

#### **SECTION 24. SUBCONSULTANTS**

24.1 None of the work or services under this agreement shall be subcontracted unless consultant obtains prior written consent from the village. Approved subcontractors shall be subject to each provision of this agreement and consultant shall be responsible and indemnify the village for all subcontractors' acts, errors or omissions.

24.2 The consultant shall not assign, transfer or pledge any interest in this agreement without the prior written consent of the village; provided, however, that claims for money by the consultant from the village under this agreement may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the consultant to the village.

24.3 In the event the consultant requires the services of any subconsultants or other professional associates in connection with services covered by any project agreement, the consultant must secure the prior written approval of the village manager. The consultant shall utilize his/her best efforts to utilize subconsultants where principal place of business is located within the Village of Palmetto Bay, Florida.

24.4 Any subcontract with a subconsultant shall afford to the consultant rights against the subconsultant which correspond to those rights afforded to the village against the consultant herein, including but not limited to those rights of termination as set forth herein.

24.5 No reimbursement shall be made to the consultant for any subconsultants that have not been previously approved by the village for use by the consultant.

24.6 The consultant, subcontractors, suppliers and laborers are prohibited from placing a lien on village's property.

#### **SECTION 25. NOTICES**

25.1 Whenever either party desires to give notice to the other, it must be given by hand delivery, facsimile, or written notice, sent by certified United States mail, with return receipt requested or a nationally recognized private mail delivery service, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice and identified the following persons as the contracting officers:

##### **FOR CONSULTANT:**

Kimley-Horn Associates, Inc.  
5200 NW 33 Avenue, Suite 109  
Ft. Lauderdale, FL 33309  
Telephone: (954) 535-5100  
Facsimile: (954) 739-2247

##### **FOR VILLAGE:**

Village of Palmetto Bay  
Attention: Corrice E. Patterson, Director of Public Works  
9495 SW 180<sup>TH</sup> Street  
Palmetto Bay, Florida 33157  
Telephone: (305) 969-5011  
Facsimile: (305) 969-5091

#### **SECTION 26. TRUTH-IN-NEGOTIATION CERTIFICATE**

26.1 Signature of this agreement by consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this agreement or any project agreement are accurate, complete, and current at the time of contracting. Each project agreement's contract prices and any additions shall be adjusted to exclude any significant sums by which the village determines the project's contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual

unit costs. All such adjustments shall be made within one year following the end of each project agreement.

**SECTION 27. CONSENT TO JURISDICTION**

27.1 The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to this agreement or any project agreement. Venue of any action to enforce this agreement or any project agreement shall be in Miami-Dade County, Florida.

**SECTION 28. GOVERNING LAW**

28.1 This agreement and any project agreement shall be construed in accordance with and governed by the laws of the State of Florida.

**SECTION 29. HEADINGS**

29.1 Headings are for convenience of reference only and shall not be considered in any interpretation of this agreement.

**SECTION 30. EXHIBITS**

30.1 Each Exhibit referred to in this agreement forms an essential part of this agreement. The Exhibits if not physically attached, should be treated as part of this agreement, and are incorporated by reference.

**SECTION 31. SEVERABILITY**

31.1 If any provision of this agreement or any project agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

**SECTION 32. COUNTERPARTS**

32.1 This agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

**SECTION 33. WARRANTY OF AUTHORITY**

33.1 The signatories to this agreement warrant that they are duly authorized by action of their respective village commission, board of directors or other authority to execute this agreement and to bind the parties to the promises, terms, conditions and warranties contained in this agreement.

**SECTION 34. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY**

34.1 Consultant warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and consultant has not, and will not, pay a fee the amount of which is contingent upon the village awarding this agreement to consultant.

34.2 Consultant warrants that neither it, nor any principal, employee, agent, representative or family member has procured, or attempted to procure, this agreement in violation of any of the provisions of the Miami-Dade County or the Village of Palmetto Bay conflict of interest and code of ethics ordinances.

34.3 A violation of this paragraph will result in the termination of the agreement and forfeiture of funds paid, or to be paid, to the consultant.

IN WITNESS WHEREOF, the parties execute this agreement on the respective dates under each signature: The village, signing by and through its village manager, attested to by its village clerk, duly authorized to execute same and by consultant by and through its assistant secretary, whose representative has been duly authorized to execute same through a resolution of the corporation or partnership.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

ATTEST:

VILLAGE OF PALMETTO BAY

Mignon Alexander By: Ron E. Williams  
 Village Clerk Ron E. Williams, Village Manager  
 Date: 6-20-13

APPROVED AS TO FORM:

[Signature]  
 Village Attorney

ATTEST:

Kimley-Horn and Associates, Inc.

By: [Signature]  
 Gary Ratay, P.E.  
 Project Manager

Date: 5/23/13

WITNESSES:

[Signature]  
 Print Name: Shanda S. Layne

[Signature]  
 Print Name: Stewart Robertson

**EXHIBIT "A"**

**PROJECT AGREEMENT**

Between

VILLAGE OF PALMETTO BAY, FLORIDA

And

[Insert Company Name]

for

Work Authorization No. [REDACTED]

[INSERT NAME OF PROJECT]

PROJECT AGREEMENT  
Between

THE VILLAGE OF PALMETTO BAY, FLORIDA

And

[Insert Company Name]

For

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

[INSERT NAME OF PROJECT]

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 [Insert Company Name], \_\_\_\_\_ ("consultant") dated \_\_\_\_\_, 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 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" \$\_\_\_\_\_. [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 \_\_\_\_\_ 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:

[Insert Company Name]

By: \_\_\_\_\_

[Insert Name]  
[Insert Job Title]

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

WITNESSES:

\_\_\_\_\_

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

\_\_\_\_\_

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

Exhibit "1"

**Project Description**

[TO BE INSERTED]

**Exhibit "2"**

**Scope of Services and Project Schedule**

**[TO BE INSERTED]**

**EXHIBIT "3"**

**Payment Schedule**

**[TO BE INSERTED]**

EXHIBIT "B"

PAGE 1 OF 2

CONSULTANT'S BILLING RATE

[TO BE INSERTED]

B-1

EXHIBIT "B"

PAGE 1 OF 2

CONSULTANT'S BILLING RATE

KIMLEY-HORN AND ASSOCIATES, INC.\*

Principal.....	\$213.00
Project Manager.....	\$191.00
Senior Engineer.....	\$153.00
Engineer.....	\$120.00
Construction Manager.....	\$120.00
Construction Observation.....	\$ 93.00
Senior Draftsman/Technical/CADD Operator.....	\$ 93.00
Draftsman.....	\$ 76.00
Data Processing/Clerical.....	\$ 65.00

\*NOTE: Beginning on July 1, 2013, CONSULTANT's hourly rates will be increased by up to three percent (3%) per year on July 1<sup>st</sup> of each year.

**EXHIBIT "B"**

**PAGE 2 OF 2**

**GENERAL DESCRIPTION OF EMPLOYEE CATEGORIES**

**Principal** - Senior level managers of the firm.

**Project Manager** – Registered Engineer that assumes project responsibility. Coordinates and communicates project issues to identify, establish, and maintain the project goals, scopes, budgets, and schedule.

**Senior Engineer** – Registered Engineer that assumes technical responsibility. Plans and develops projects or phases of projects with unique or complex problems. Also included in this category are senior level individuals with experience in specific areas of disciplines.

**Engineer** - Degreed professional individuals responsible for production of Engineering, Planning, Landscape, Architectural, and Environmental.

**Construction Manager** – Individual responsible for coordinating construction administration and onsite observations.

**Construction Observation**– Technical personnel responsible for observing construction projects.

**Senior Draftsman/Technical/CADD Operators** - CADD Operators and Designers responsible for CADD technical support and design.

**Draftsman** - Manual drafters, designers, and technicians responsible for providing production support.

**Data Processing/Clerical/Administrative** - Staff members responsible for providing clerical and secretarial support to the organization.

**EXHIBIT "C"**

**PROFESSIONAL SERVICES  
REQUEST FOR QUALIFICATIONS DOCUMENT  
NO. 2013-PW-100**

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**REQUEST FOR QUALIFICATIONS  
PROFESSIONAL SERVICES; RFQ#: 2013-PW-100**

**INFORMATION FOR THE PROPOSERS**

**1.0 INTRODUCTION**

The Village of Palmetto Bay (the Village), a municipality located in Miami-Dade County, Florida, wants to engage qualified firms or teams of firms (the Consultants) to obtain Professional Consulting Services in the following disciplines: Architecture, Landscape Architecture, Civil Engineering/Surveying, Mechanical Engineering, Electrical Engineering, Structural Engineering, General Planning Services and Transportation Planning and Engineering. Qualifications are accepted for other services including but not limited to Geotechnical Engineering/Testing and Construction Management.

The Village intends to execute an agreement with selected Consultants to provide on a rotating as needed basis Professional Consulting Services. The Consultants will provide these Services on a non-exclusive basis. The Village does not guarantee that any or all of the services identified in this Request for Qualifications (RFQ) will be assigned to the Consultants during the term of their Agreement.

**1.1 PURPOSE**

The purpose of this document is to provide information on the Services needed by the Village, requirements and guidelines for submitting Response to this RFQ (the Response or the Qualifications package), Consultant selection process and the schedule.

**1.2 SCHEDULE OF EVENTS**

No	Event	Date*	Time* (EST)
1	Advertisement/ Distribution of RFQ & Cone of silence begins	2/4/13	N/A
2	Mandatory Pre-RFQ-Response Meeting	2/25/13	10:00 AM
3	Deadline to Submit Questions	3/4/13	5:00 PM
4	Deadline for Village Responses to Questions	3/8/13	5:00 PM
5	Deadline to Submit RFQ-Response	3/15/13	3:00 PM
6	Announcement of short-listed Consultants	3/25/13	5:00 PM
7	Oral presentations	4/10-4/12/13	TBA
8	Announcement of selected Consultants/ Cone of silence ends	5/6/13	7:00 PM

\*The Village reserves the right to change the scheduled dates and time.

### 1.3 ELIGIBILITY

In addition to other requirements stated in this document, to be eligible to respond to this RFQ, the Consultant must have successfully provided within the past three years services similar to those in Section 2.2 of this RFQ. Each Consultant shall meet all legal, technical and professional requirements for providing the requested Services.

The respondents shall furnish such additional information as the Village may reasonably require. This includes information that indicates financial resources as well as ability to provide and maintain the system and/or services. The Village reserves the right to make investigations of the respondents' qualifications or any of its sub-consultants, to contact former employers or clients to confirm qualifications as it deems appropriate.

### 1.4 MANDATORY PRE-RFQ-RESPONSE MEETING

The Village will conduct a Pre-RFQ-Response Meeting (the Meeting) on February 25, 2013 at 10:00 AM Eastern Standard Time (EST) at the following address:

Edward and Arlene Feller Community Center  
At Ludovici Park  
17641 Old Cutler Road  
Palmetto Bay, FL 33157

ATTENDANCE AT THIS MEETING IS MANDATORY. Failure by a Prime Consultant to attend and/or be represented at the Meeting shall result in its Response being deemed non-responsive, if submitted. Each attendee shall identify specifically only one firm he/she is representing. For persons with disabilities, auxiliary aids or services will be provided upon request with at least five (5) days notice prior to the date of the Meeting by calling the Village at (305) 969-5011.

The purpose of the Meeting is to provide an open forum for the Village to review this document and respond to questions regarding this RFQ. The Consultants are encouraged to submit their questions in writing at least two (2) days before the Meeting. Questions arising before and after the Meeting will be addressed per the schedule given in Section 1.2 of this document. For submission of questions, please refer to Section 1.9 of this RFQ.

The Village will not be bound by any information conveyed verbally. The Village will provide, in writing, any clarifications, changes and/or other information, deemed to be necessary, as addenda to this RFQ. Addenda will only be provided to Mandatory Pre-RFQ Response meeting attendees.

### 1.5 CONE OF SILENCE

COMMUNICATIONS BETWEEN ANY PROPOSER OR ITS REPRESENTATIVES AND ANY VILLAGE COUNCIL MEMBER, VILLAGE OFFICIALS, STAFF, AND CONSULTANTS; AND/OR TECHNICAL EVALUATION COMMITTEE MEMBERS ON

THE SUBJECT OF THIS RFQ ARE STRICTLY PROHIBITED FROM THE DATE AND TIME OF THE ADVERTISEMENT THROUGH THE DATE OF SELECTION ANNOUNCEMENT (See Section 1.2 for the time and dates), with the exception of the following conditions.

- A. Written requests regarding information or clarification in reference to this RFQ must be submitted within the timeframe identified in #3 of Section 1.2 and should be sent to the attention of:

Kristy Bada, Administrative Assistant  
Public Works Department  
9495 SW 180<sup>th</sup> Street  
Palmetto Bay, Florida 33157  
Fax: 305-969-5091  
kbada@palmettobay-fl.gov

- B. Any official recorded communication during the mandatory Meeting (see Section 1.4).

#### **1.6 ADDENDA**

If the Village finds it necessary to add to, or amend this document prior to the Response submittal deadline, the Village will issue written addenda/addendum after the Meeting and distribute it to all persons attending the Meeting. Each Consultant must acknowledge receipt of each addendum by signing the acknowledgement (Appendix A) and providing it with its Response.

#### **1.7 PRESENTATION COSTS**

The Village shall not be liable for any costs, fees, or expenses incurred by any Consultant in responding to this RFQ, subsequent inquiries or presentations relating to its response.

#### **1.8 CERTIFICATION**

The signer of the Response (to this RFQ) must declare by signing Appendices A and B that the person(s), firm(s) and parties identified in the Response are interested in and available for providing the services; that the Response is made without collusion with any other person(s), firm(s) and parties; that the Response is fair in all respects and is made in good faith without fraud; and that the signer of the cover letter of the Response has full authority to bind the person(s), firm(s) and parties identified in the Response.

#### **1.9 PUBLIC RECORDS**

Florida law provides that municipal records should be open for inspection by any person under Section 119, F.S. Public Records law. All information and materials received by the Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection.

## 1.10 RETENTION OF RESPONSES

The Village reserves the right to retain all Responses submitted and to use any ideas contained in any Response, regardless of whether that Consultant is selected.

## 1.11 QUESTIONS AND CLARIFICATIONS:

All requests for information and/or clarification should be submitted in writing to:

Kristy Bada, Administrative Assistant  
Village of Palmetto Bay  
Public Works Department  
9495 SW 180<sup>th</sup> Street  
Palmetto Bay, Florida 33157  
Fax: 305-969-5091  
Email: kbada@palmettobay-fl.gov

## 1.12 VILLAGE AUTHORITY

Proposals will be selected at the sole discretion of the Village. The Village reserves the right to waive any irregularities in the request process, to reject any or all proposals, or to reject a proposal which is in any way incomplete or irregular. Proposals received after the deadline will not be considered (See Section 1.2 for the time and dates).

## 2.0 SERVICES NEEDED BY THE VILLAGE

### 2.1 GENERAL BACKGROUND

The Village is committed to efficient government administration. A small core of the Village staff has been serving its residents, businesses and visitors exceptionally well through their dedication and with the help of consultants, contractors, and service providers who also have been committed to providing quality products at competitive prices. We expect to continue this tradition.

Pursuant to Chapter 287.055, Florida Statutes, the Village intends to retain consultants to provide professional services in the Service Areas identified in Section 1.0 and described further in the Section 2.2. In order to fulfill the needs of quick response and professional expertise, the Village intends to retain three (3) Consultants in each Service Area.

While pursuing this RFQ process, the Village reserves the right to award contracts to Consultants who will best serve the interests of the Village and whose Responses are considered by the Village to be the most technically qualified responsive and responsible.

The Village reserves the right to accept or reject any or all Responses, based upon its deliberations and opinions. In making such determination, the Village reserves the right to

investigate the financial capability, integrity, experience and quality of performance of each Consultant, including officers, principals, senior management and supervisors as well as the staff identified in the Response.

The Village also reserves the right to waive minor variations or irregularities in the Responses.

## **2.2 SCOPE OF SERVICES**

The Consultants can expect to provide services including, but not limited to the tasks identified below:

### **2.2.1 Architecture**

Planning and design of building renovations and/or alterations; design according to general principles of the Leadership in Energy & Environmental Design(LEED) Green Building Rating System; park design; park systems master planning; design/build bid process, historic preservation, environment friendly facility design, specifications preparation and construction documents; space planning and reconfiguration; cost estimating; construction/structural planning; construction inspection and architectural construction management; and review of developers' plans for the Village, and Geographical Information System (GIS) support.

### **2.2.2 Landscape Architecture**

Landscape design; updating of park facility master plan; phase design of park and recreational facilities within the framework of existing master plan, streetscape plan/design and analysis, bicycle and pedestrian path design; turf and urban interface; integration of parks, canopy design and preservation, tree risk and hazard assessment, environmental analysis, landscaped and open spaces and recreational facilities with the Village's residential and commercial districts and GIS support.

### **2.2.3 General Civil Engineering**

Roadway, parking lots, parking spaces and intersection design; storm water facility design and management, preparation of construction documents and specifications, cost estimating; engineering construction management and inspections, geotechnical analysis, and GIS support.

### **2.2.4 Transportation Planning and Engineering Services**

Transportation planning and traffic engineering, traffic-impact and safety studies, parking studies; neighborhood traffic management; multi-modal traffic planning and design, bicycle and pedestrian paths and integrated mobility options; traffic calming; collection of traffic counts and reports; preparation of construction documents and specifications; signal timing analysis and warrant studies; signs and pavement markings and GIS support.

### 2.2.5 General Planning Services

Planning studies, comprehensive plan amendment, evaluator and appraisal report, school planning, strategic planning, Green House Gas (GHG) Inventory, climate action plan, neighborhood planning, community planning and public participation, historic and cultural resources planning, economic development analysis and plan, land use analysis and plan, infrastructure and community facility analysis plan, natural resources analysis and protection plan, and implementation strategic and capital improvement planning.

### 2.2.6 Electrical Engineering

The upgrades and replacement of major equipment and distribution components of mechanical, electrical and plumbing systems; installation of building lighting, equipment and environmental control systems; installation of life safety systems including new fire alarm and fire sprinkler systems, a smoke evacuation system, emergency generator, and emergency command center; structural upgrades; landscape and paving improvements; restroom and concession improvements and new sports flooring.

### 2.2.7 Structural Engineering

Design structures to range from houses, concession stands, garages, sports complex, and recreation centers. Analyze existing structures to range from buildings, bridges and other structures to determine whether or not they are structurally sound, examine buildings design of new structures, stress calculations, preparation of construction drawings, simulate and model possible situations, cost estimates, construction oversight and/or construction contract management.

## 3.0 RESPONSE SUBMISSION REQUIREMENTS AND EVALUATION

Only one firm shall be identified as the Prime Consultant for each Response. If other firms are part of the same Response, they shall be identified as subconsultants. A Prime Consultant shall submit only one Response for each Service Area and a separate Response is required for each Service Area, identified in Section 1.0.

A Prime Consultant shall not be a part of any other team as a subconsultant in the same Service Area. Subconsultants can join any number of Prime consultants submitting a Response to this RFQ.

Ten signed (one original and nine photo copies) Responses for each Service Area shall be submitted in one sealed package, clearly marked on the outside "RFQ 2013-PW-100, PROFESSIONAL SERVICES: The Name of the Service Area". The outside of the sealed envelope shall also show the name of the Prime Consultant and those of the subconsultants, if any.

All sealed Qualification packages must be received at the receptionist's desk in the Village Hall located at 9705 E Hibiscus Street, Palmetto Bay, FL 33157 by 3:00 p.m. on March 15, 2013, at which time their receipt will be publicly documented by the Village Clerk or his/her designee(s).

All Responses must be received by the Village Clerk by the due date and time. All Responses received after the due date and time will be returned to the proposer unopened.

### 3.1 RESPONSE ((QUALIFICATION PACKAGE) PREPARATION

Each consultant shall submit one (1) original and nine (9) bound photocopies of each Response. Each Response shall be limited to twenty (20) pages (paper size 8.5"x11,"printed on only one side of the paper, single or the larger spacing, font size not less than 11) excluding the Certificates and Appendices A, B and C. The sections shall follow the order given on the next page. The twenty (20)-page limit is for items 1 to 9 on the next page. No material other than that listed in this Section shall be included in the Response.

1. A one-page cover letter indicating the Consultants' interest in providing the services to the Village and a statement on why the consultant should be selected for the award. The letter shall include the name of the Prime Consultant and those of the subconsultants, explanation of the type of contractual agreement between them, if different from that of Prime and subconsultant. A representative who is authorized to contractually bind the Consultant shall sign this letter.
2. A one-page table of contents identifying the sections and page numbers.
3. A one-page, proposed organization chart identifying key professionals, their area(s) of responsibility and extent of their availability.
4. A one-page history of all the consultant(s).
5. Up to four (4), one-page resumes of the persons, including the Project Manager that will be assigned to the Village projects, if the Village selects the Consultant.
6. Up to two (2) pages, a table showing all current and recently completed (after December 20, 2007) private and public (local municipal, county, regional, state and federal) sector clients of all the consultants. The table shall include for each client: (a) the length of the contract; (b) the scope of services provided; (c) the type of contract (pro bono, retainer, project based fee, other); (d) specific accomplishments, if any; and (e) a contact name, phone number and e-mail address for each client. If the Consultant team includes subconsultant, there must be at least one project for each subconsultant. The Consultant may select suitable clients/projects, if the list exceeds two-page limit.
7. Up to a two (2) pages, a narrative on projects completed on time and in budget after (December 20, 2005).
8. Up to five (5) pages, a description of projects providing services similar to those identified in the scope of services over the last five years. The emphasis shall be given to the projects in Florida AND the tasks performed by the four persons identified in the Response.
9. Up to three (3) pages, copies of any press articles, profiles, commendations, awards etc. The emphasis shall be given to the projects completed in Florida AND the projects of the four persons identified in the Response.
10. Six (6) pages, completed Appendices A, B and C.
11. Proofs of authorization to transact business in the State of Florida from the Florida Secretary of State, prime as well as sub-consulting firms.

### **3.2 RESPONSE EVALUATION CRITERIA**

The selection committee will evaluate the Responses based on the criteria listed below. The points assigned to each criterion are also given:

1. Compliance with the Response preparation and submission requirements (5)
2. Credentials and accomplishments of the Consultant in general (10)
3. Credentials and accomplishments of the Consultant Project Manager (15)
4. Credentials and accomplishments of the other (up to 3) members (25)
5. Quality of the projects and accomplishments of the Consultant(s) in providing these services to entities comparable to the Village (20)
6. Consultant's track record of on time and within budget project performance (20)
7. Commitment of the Consultant to inclusion and diversity (5).

### **3.3 SHORT-LIST FOR ORAL PRESENTATIONS AND FINAL SELECTION**

The five (5) highest ranking proposals in each Service Area will be short listed and invited to an oral presentation. All Prime Consultants and subconsultants in their teams shall be present at the assigned time for a 20-minute presentation followed by up to a ten (10)-minute questions-and-answer session. The Consultants are encouraged to be represented only by the Project Manager and the staff identified in the Response. Additional details on the oral presentations may be provided to the short-listed Consultants. The oral presentation will be worth 20% in the final selection (and the Response will be worth 80%)

### **4.0 OTHER CONDITIONS**

#### **4.1 TERM OF ENGAGEMENT**

An agreement is contemplated for two (2) years, with the option to extend the contract for two (2) one-year terms. The Village or the Consultant may terminate the agreement with thirty (30)-days notice without giving any reason.

#### **4.2 PERMITS, TAXES, LICENSES**

The Consultant shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to this contract.

#### **4.3 LAWS, ORDINANCES**

The Consultant shall observe and comply with all federal, state and local laws, ordinances, rules, regulations and professional standards that would apply to this contract.

#### **4.4 INSURANCE**

Prior to execution of an agreement with the Village, the successful Consultant shall provide certificates evidencing insurance coverage as required hereunder. Companies

authorized to do business under the laws of the State of Florida shall issue all insurance policies. The Certificates shall clearly indicate that the successful Consultant has obtained insurance of the type, amount, and classification as required and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Village's representative. Compliance with the foregoing requirements shall not relieve the successful Consultant of its liability and obligations under the agreement.

The successful Consultant shall maintain during the term of the agreement, standard Professional Liability insurance in the minimum amount of one-million-dollars (\$1,000,000) per occurrence.

The successful Consultant shall maintain during the life of the agreement, commercial general liability, including contractual liability insurance in the amount of one-million-dollars (\$1,000,000) per occurrence to protect it and the Village from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the agreement, whether such operations be by the successful Consultant or by anyone directly employed by or contracting with the successful Consultant.

The successful Consultant shall maintain, during the life of the agreement, comprehensive automobile liability insurance in the minimum amount of five-hundred-thousand-dollars (\$500,000) combined single limit for bodily injury and property damage liability to protect it from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non owned automobiles, including rented automobiles whether such operations be by the successful Consultant or by anyone directly or indirectly employed by the successful Consultant.

The successful Consultant shall maintain, during the life of the agreement, as law requires adequate Worker's Compensation Insurance and Employer's Liability insurance in at least such amounts as for all of its employees per Florida Statute 440.02.

The Consultant shall also maintain other required insurance coverage specific to the services to be provided.

#### **4.5 NEGOTIATIONS**

Fees negotiated will be for the underlying contracts and will be negotiated in accordance with Florida Statutes.

APPENDIX A

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Consultant warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Consultant warrants that they have read, understand and are willing to comply with all of the requirements of the RFQ and the addendum/ addenda nos.

C. Consultant warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Council.

D. Consultant warrants that all information provided by it in connection with this proposal is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Consultant warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Consultant has not, and will not, pay a fee the amount of which is contingent upon the Village awarding this contract. Consultant warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Consultant acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Consultant, if the Consultant is chosen for performance of the contract.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Consultant: \_\_\_\_\_

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

APPENDIX B

NON-COLLUSIVE AFFIDAVIT

State of \_\_\_\_\_

SS:

County of \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says

that:

- (1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:  
\_\_\_\_\_ the Consultant that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or a sham Proposal;
- (4) Neither the said Consultant nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Consultant or person to submit a collusive or sham response in connection with the work for which the attached Proposal has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Consultant or person to fix this Proposal or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered  
In the presence of

\_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

ACKNOWLEDGMENT

State of Florida

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned

Notary Public of the State of Florida personally appeared

\_\_\_\_\_

and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand  
and official seal

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_

(Name of Notary Public: Print, Stamp or  
Type as commissioned.)  
 Personally known to me, or  
 Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)  
 Did take an oath. or  
 Did not take an oath.

APPENDIX C

**SWORN STATEMENT PURSUANT TO  
SECTION 287.133 (3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, FLORIDA

By \_\_\_\_\_

For \_\_\_\_\_

Whose business address is: \_\_\_\_\_

And (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_

(if the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # \_\_\_\_\_ )

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United States and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea or guilty or nab contenders.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and means:

- A. A predecessor or successor of a person convicted of a public entity crime; or
- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered

In the presence:

---

By:

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

Appendix-C Page 2 of 3

ACKNOWLEDGMENT

State of Florida

County of \_\_\_\_\_

On this \_\_\_\_\_ day of, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida personally appeared \_\_\_\_\_ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand  
and official seal

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or  
Type as commissioned.)  
o Personally known to me, or  
o Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)  
o Did take an oath or  
o Did not take an oath.

Appendix-C Page 3 of 3



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March 1, 2013

To: All Interested Parties

From: Corrice E. Patterson, Public Works Director  
Village of Palmetto Bay  
9495 SW 180<sup>th</sup> Street  
Palmetto Bay, Florida 33157

Re: Request For Qualifications – Professional Services RFQ# 2013-PW-100

**ADDENDUM NO. 1**

Response to questions submitted for clarification at the February 25<sup>th</sup>, 2013 Mandatory Pre-RFQ Response Meeting.

1. **Question:** How can questions to the RFQ be submitted and to whom should the questions be submitted?

**Response:** In accordance with section 1.5 (A) Written requests regarding information or clarification in reference to this RFQ must be submitted within the timeframe identified in #3 of Section 1.2 and should be sent to the attention of: Kristy Bada, Administrative Assistant, Public Works Department 9495 SW 180<sup>th</sup> Street, Palmetto Bay, Florida 33157 Fax: 305-969-5091 or email [kbada@palmettobay-fl.gov](mailto:kbada@palmettobay-fl.gov)

2. **Question:** Does an architecture firm have to provide all services?

**Response:** In accordance with section 2.2 Scope of Services: The Consultants can expect to provide services including, but not limited to the tasks identified below in 2.2.1 Architecture.

3. **Question:** How many separate packages do each firm have to submit?

**Response:** 3.1 RESPONSE /(QUALIFICATION PACKAGE) PREPARATION states that each consultant shall submit one (1) bound original and nine (9) bound photocopies in one sealed package for each Service Area in which the prime is providing in response to this RFQ.

4. **Question:** Would each firm provide a separate package or one general package?

**Response:** Only the prime is qualified to submit a response to this RFQ in accordance with section 3.1 RESPONSE /(QUALIFICATION PACKAGE) PREPARATION states that each consultant shall submit one (1) bound original and nine (9) bound photocopies in one sealed package for each Service Area in which the prime is providing in response to this RFQ.

5. Question: Can a sub-consultant be selected by various Prime firms in the same discipline?

Response: Sub-consultants can join any number of Prime consultants submitting a Response to this RFQ.

6. Question: If an electrical firm is submitting as a Prime, can that firm work with a sub-consultant in an architecture category?

Response: Yes

7. Question: What is the procedure if the Village selects the Prime firm and the pool of sub-consultants under that firm is not selected?

Response: The selection committee will evaluate the Responses submitted by the Prime firm based on the criteria listed in section 3.2. While pursuing this RFQ process, the Village reserves the right to award contracts to a Prime Consultant Firms who will best serve the interests of the Village and whose Responses are considered by the Village to be the most technically qualified responsive and responsible including committee review of all sub-consultant information submitted in the response. If the prime firm is selected, all sub-consultants submitted under the scope of the prime firm(s) team are selected to performed work associated with projects awarded prime firm.

8. Question: How many sub-consultants can be listed under the Prime firm?

Response: There is no limitation on the number of sub-consultants a Prime firm can list in response to this RFQ

9. Question: In the Architecture category, can the architecture firm have different and several sub-consultants and up to how many?

Response: There is no limitation on the number of sub-consultants a Prime firm can list for each service area in which a response is submitted for this RFQ process.

10. Question: Should the submittal package include the Resumes of the sub-consultants? How many sub-consultants are allowed?

Response: The Prime should submit four (4), one-page resumes of the persons, including the Project Manager that will be assigned to the Village projects, if the Village selects the Consultant. Submit resumes for team members that will be assigned to Village projects. There is no limitation on the number of sub-consultants a Prime firm can list for each service area in which a response is submitted for this RFQ process.

11. Question: Are sub-consultants required to have a Miami-Dade County technical certification?

Response: Proof of authorization to transact business in the State of Florida from the Florida Secretary of State is required.

12. Question: Can sub-consultants be located outside Miami-Dade County; for example Ft. Lauderdale?

Response: Yes, with proof of authorization to transact business in the State of Florida from the Florida Secretary of State, prime as well as sub-consulting firms

13. Question: If the Prime firm attended the mandatory Pre-RFQ Meeting, and the sub-consultants did NOT attend, will the submittal response be accepted?

Response: Yes

14. Question: Was it mandatory to have all Primes attend the mandatory Pre-RFQ Meeting?

Response: ATTENDANCE AT THIS MEETING IS MANDATORY. Failure by a Prime Consultant to attend and/or be represented at the Meeting shall result in its Response being deemed nonresponsive, if submitted.

15. Question: How will the submittal responses be produced? In person or electronically?

Response: The five (5) highest ranking proposals in each Service Area will be short listed and invited to an oral presentation. The Village will not be bound by any information conveyed verbally. The Village will provide, in writing, information deemed to be necessary in the selection process of this RFQ via email in accordance with Sec 1.2 of the Schedule of Events for this RFQ.

16. Question: How many firms are allowed for each discipline and/or category?

Response: The Village intends to retain three (3) Consultants in each Service Area.

17. Question: What are some examples of future potential projects related to professional consulting services?

Response: See attached Exhibit A

18. Question: Is any of the future potential projects part of the Village's capital improvement project?

Response: Yes

19. Question: How many resumes are allowed for the Prime? Is four (4) the maximum?

Response: 3.1 RESPONSE / (QUALIFICATION PACKAGE) PREPARATION No.5 states; up to four (4), one-page resumes of the persons, including the Project Manager that will be assigned to the Village projects.

20. Question: Is the response evaluation criteria considered the same criteria for the technical aspect?

Response: The evaluation criteria detailed in section 3.2 Evaluation Criteria will be used by the evaluation committee members to evaluate the all proposals submitted by the prime firm. The five (5) highest ranking proposals in each Service Area will then be short listed and invited to an oral presentation.

21. Question: Has the Village had the same or similar project/contract in the years before?

Response: Yes

22. Question: What are the names of the firms that have been contracted by the Village for professional services in the past?

Response: See attached Exhibit B

23. Question: What will be the Village's evaluation process if the Village does not have the top five ranking proposals in each service area?

Response: If less than five responses are received in one (1) or more of service areas, the selection committee will evaluate the Response(s) submitted by the Prime firm based on the evaluation criteria listed in section 3.2. The prime firm proposal submissions will be ranked and if needed, the firms will be invited to an oral presentation. Following the evaluation RFQ process, the Village reserves the right to award contracts to a Prime Consultant Firms who will best serve the interests of the Village and whose Responses are considered by the Village to be the most technically qualified responsive and responsible.

24. Question: Who should the one-page cover letter be addressed to?

Response: Ms. Corrice E. Patterson, Public Works Director, 9705 E Hibiscus Street, Palmetto Bay, FL 33157

25. Question: What happens if a firm exceeds the 20 -page limit for the response preparation?

Response: The twenty (20)-page limit is the maximum pages allowable for response to items 1 to 9 in 3.1 RESPONSE /(QUALIFICATION PACKAGE) PREPARATION. The selection committee will evaluate the Response received based on the criteria listed.

26. Question: What is the percentage (%) of future new design, inspections, and new projects associated with the professional services project?

Response: The percentage (%) of future new design, inspections, and new projects associated with the professional services project has not been determines Village does not guarantee that any or all of the services identified in this Request for Qualifications (RFQ) will be assigned to the Consultants during the term of their Agreement. See attached Exhibit A for the Village's 5 year CIP.

27. Question: Why is Geographical Information System (GIS) support classified under the Architecture category and not under the General Civil Engineering category?

Response: Geographical Information System (GIS) support is identified under 2.2.3 General Civil Engineering

28. Question: Does the Village anticipate Geographical Information System (GIS) support projects in the near future?

Response: The Village does not guarantee that any or all of the services identified in this Request for Qualifications (RFQ) will be assigned to the Consultants during the term of their Agreement.

29. Question: Under the Electrical Engineering category, what are the additional components of mechanical engineering?

Response: In section 2.2 Scope of Services the title for "2.2.6 Electrical Engineering" has been amended as follows, "2.2.6 Engineering Services for Electrical Engineering, Mechanical Engineering and Plumbing Systems."

30. Question: Do we need to submit a CD-disc with the submittal response? Is it required?

Response: No, a CD-disc is not required. Submit response in accordance with 3.1 RESPONSE / (QUALIFICATION PACKAGE) PREPARATION. One (1) bound original and nine (9) bound photocopies in one sealed package for each Service Area the prime is submitting in response to this RFQ.

31. Question: Will a copy of the sign-in sheets be emailed to those who attended the meeting? How will the copy be distributed?

Response: Click on the following link  
<http://www.palmettobay-fl.gov/sites/all/files/2013-pw-103-profsvc-signin-2-25-13.pdf>

32. Question: Is there a deadline for the Addendums associated with this RFQ?

Response: Please refer to Sec 1.2 of the Schedule of Events Line Item No. 4 for addendum deadline for this RFQ.

33. Question: When will the Addendums be released and/or issued?

Response: All addendums will be released / issued on or before the date and time referenced in Sec 1.2 of the Schedule of Events Line Item No. 4 for addendum deadline for this RFQ.

34. Question: Is there a restriction on how many teams a sub-consultant can be on?

Response: Sub-consultants can join any number of Prime consultants submitting a Response to this RFQ.

35. Question: Does the Village want to know who the sub-consultants are prior to the submittal?

Response: No, submit information in accordance with 3.1 RESPONSE / (QUALIFICATION PACKAGE) PREPARATION on or before the deadline time and date as referenced in Sec 1.2 of the Schedule of Events Line Item No. 4 for addendum deadline for this RFQ.

36. Question: Does the Prime have to commit working with the sub-consultants they list for the next couple of years? Can the listed sub-consultants be changed over a period of time?

Response: The continuing service agreement when executed will establish the notification protocol required for transfer of contract and changes to prime firm organizational chart structure and/or addition – replacement of sub-consultants.

37. Question: Under the Architecture category, can the architecture firm submit a response on its self without a sub?

Response: It is not mandatory for a prime firm to include sub-consultants in the submittal response if no sub-consultant is required as part of the prime firms submittal response.

38. Question: Does the Architecture firm need to include all the qualifications of the sub-consultants?

Response: The Prime Consultant should include all qualifications of the sub-consultant that may be suitable for submissions as part of the prime firm submittal response.

39. Question: Under Section 3.1 of the RFQ, page no. 7, question no. 4, who are you asking this information of? Specifically state.

Response: Provide the history of all consultants that will be responsible for responding to the Village's request for services under this continuing service agreement.

40. Question: On a project that requires architecture services, will the Village decide who the geo-tech is out of the team selected? Will the team be assembled by the Village or the team itself if the team has different areas?

Response: The prime will be required to establish a team that is capable of providing all services listed in 2.2.1 Architecture to complete a project awarded by the Village. If the project requires transportation engineering services, the Village will request a separate proposal from one of the pre-qualified Transportation Engineering firms to provide those services if the firm is not pre-qualified in that service area.

41. Question: Is it beneficial for a Civil Engineering Firm to have a geo-tech as a sub-consultant?

Response: The Consultants can expect to provide services including, but not limited to the tasks identified in section 2.2.3 General Civil Engineering

42. Question: How many individuals will be on the evaluation criteria panel and who are the individuals?

Response: There are six (6) individuals on the evaluation committee (Corrice Patterson, Fanny-Carmona-Gonzalez, Ed Silva, Darby DeSalle, Eric Tullberg, and Vishnu Rajkumar)

43. Question: Will a Prime and/or sub-consultant be disqualified if that firm has had a bad reputable experience with any individual on the evaluation criteria panel or if the firm has any pending lawsuits?

Response: The Village reserves the right to accept or reject any or all Responses, based upon its deliberations and opinions. In making such determination, the Village reserves the right to investigate the financial capability, integrity, experience and quality of performance of each Consultant, including officers, principals, senior management and supervisors as well as the staff identified in the Response. The evaluation criteria detailed in section 3.2 Evaluation Criteria will be used by the evaluation committee members to evaluate the all proposals submitted by the prime firm. The five (5) highest ranking proposals in each Service Area will then be short listed and invited to an oral presentation.

44. Question: What firms have pending lawsuits with the Village?

Response: A public records request is recommended if information in regard to any pending lawsuits with the Village is needed.

45. Question: Should all sub-consultants be listed on the Organizational Chart?

Response: Yes, include sub-consultants on organizational chart

46. **Question:** In reference to Section 3.1 of the RFQ, page no. 7, item no. 6, can the Village consider the term to 10 years?

**Response:** No, submit response in accordance with section 3.1 response/Qualification Package Preparation Item 6.

47. **Question:** If a firm is submitting a response as a Prime, can that firm be a sub-consultant for another firm?

**Response:** A firm can submit a proposal as Prime consultant in a service area and participate as a sub-consultant under a prime consultant in different service areas. A firm can't be a prime and sub-consultant in the same service area.

Yaharris Flores from R.J. Behar & Company, Inc. submitted the following question(s):

48. **Question:** Could you please clarify number 6 on page 7 of 15 of this RFQ? What if you cannot fit all of your current and recently completed projects on 2 pages?

**Response:** Section 3.1 Response / (Qualification Package) Preparation, subsection 6 states "The Consultant may select suitable clients/projects, if the list exceeds two-page limit," therefore the Consultant may select suitable clients/projects in order not to exceed the two-page limit.

Vanessa Bermudez, CPSM, LEED AP from TLC Engineering for Architecture submitted the following question(s):

49. **Question:** As per the pre-bid meeting, a sub-consultant can submit as a prime and also as part of the team. At the same time, an architectural firm can submit with a complete design team including sub-consultants. However, the Village would like to have some control over the sub-consultants used at the projects but the RFP requirements do not leave much space to provide information about the sub-consultants. In similar contracts, the municipalities select sever consultants for each discipline, then when a project requires more than one discipline they ask the architect to select from a list of selected sub-consultants that the City has already evaluated. Would this be something that the Village would consider? This way the architect will submit only as architect and in the event that a project requires MEP or Structural engineering, they would select the sub-consultants from the "pre-approved" list.

**Response:** A firm that is submitting as a prime is not eligible to be a sub-consultant in the same service area and a sub-consultant is not eligible to be a prime if they are a sub-consultant to a prime in the same service area but they can be a sub-consultant to multiple primes in the same service area.

The Village intends to execute continuing service agreements with three (3) Prime Consultant Firms in each Service Area. The prime is required to establish a team that is capable of providing services including, but not limited to the task identified in the service area(s) that the prime is submitting in response to this RFQ. When a project requires services from multiple service areas, the Village will select from the list of pre-qualified prime consultant firms and request proposals for each service area required to complete the project scope of work.

Melissa Betancourt from Bolton Perez & Associates submitted the following question(s):

50. **Question:** If we want to submit for 2 disciplines: General Civil Engineering and Structural Engineering we have to submit 2 separate packages, is that correct?

Response: Section 3.0 Response Submission Requirements and Evaluation, states the following "Only one firm shall be identified as the Prime Consultant for each Response. If other firms are part of the same Response, they shall be identified as sub consultants. A Prime Consultant shall submit only one Response for each Service Area and a separate Response is required for each Service Area, identified in Section 1.0."

Matia I. Gonzalez from I.A.D., P.A. submitted the following question(s):

51. Question: Has the City, in the past, selected firms that provided all disciplines or has the city selected firms with one discipline such as an Architectural firm with no subs?

Response: The Village has selected firms in the past who will best serve the interests of the Village and whose Responses are considered by the Village to be the most technically qualified responsive and responsible. The Village has retained the service of firms that are pre-qualified in multiple service areas with teams that are capable of providing the services identified under 2.2 Scope of Services.

Yiris C. Smith from Baljet Environmental, Inc. submitted the following question(s):

52. Question: #4 Please define specifically what you mean by 'history'? Does this mean evolution of the Prime Consultant's firm, its project history, etc.? Should we also include this information as it pertains to the sub-consultants? Does the one page allotment include one page for the Prime Consultant and one page for each of the subs?

Response: History as defined by *Merriam-Webster* is "a chronological record of significant events (as affecting a nation or institution) often including an explanation of their causes; a branch of knowledge that records and explains past events; events that form the subject matter of a history." The information contained in the history page is at the discretion of the prime consultant submitting the response. As stated in Section 3.1 Response / (Qualification Package) Preparation, subsection 4, the history section is a "one-page history of all the consultant(s)."

53. Question: #5 Do the total of 4 resumes include those of the sub-consultants?

Response: Section 3.1 Response / (Qualification Package) Preparation, subsection 5 states the following "Up to four (4), one-page resumes of the persons, including the Project Manager that will be assigned to the Village projects, if the Village selects the Consultant."

54. Question: #8 Would you prefer this list in the form of a narrative or a table?

Response: Section 3.1 Response / (Qualification Package) Preparation, subsection 8 states the following "Up to five (5) pages, a description of projects providing services similar to those identified in the scope of services over the last five years. The emphasis shall be given to the projects in Florida and the tasks performed by the four persons identified in the Response." The format of this requirement is at the discretion of the prime consultant submitting the response.

**All other terms and conditions stipulated in the original Village of Palmetto Bay Request for Proposal shall remain in force.**

Thank you for your participation in our bidding process.



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

EXHIBIT A

Table 1  
 Village of Palmetto Bay  
 Capital Improvements Program - Schedule  
 Fiscal Years 2012-13 through 2016-17

Item No.	Project Description	Meet or Maintain Adopted Level of Service (LOS)	Project Status	Financial Instruments	Fiscal Years					Total
					2012-13	2013-14	2014-15	2015-16	2016-17	
<b>PARKS AND RECREATION DEPARTMENT</b>										
25	Palmetto Bay Park Construction of two additional parking cages	Yes	Programmed	Parks & Recreation Capital Improvement Budget	\$ 90,000.00					\$ 90,000
26	Palmetto Bay Park Existing Quad restroom and Rest Room restroom renovations (air walks, epoxy flooring, new fixtures, etc.)	Yes	Programmed	Parks & Recreation Capital Improvement Budget	\$ 45,000.00					\$ 45,000
27	Palmetto Bay Park Playground patching and installation of mature trees to create shade canopy.	Yes	Programmed	Parks & Recreation Capital Improvement Budget	\$ 75,000.00					\$ 75,000
28	Palmetto Bay Park Modification of irrigation system w/ installation of water sources between fields 1/2 2/3 and 3/4.	Yes	Programmed	Parks & Recreation Capital Improvement Budget	\$ 10,000.00					\$ 10,000
29	Palmetto Bay Park Conversion of Skate Park to Mini Soccer Fields with synthetic turf	Yes	Programmed	Parks & Recreation Capital Improvement Budget	\$ 250,000.00					\$ 250,000
30	Coral Reef Park New Lighting (obscure) for tennis center courts	Yes	Programmed	Parks & Recreation Capital Improvement Budget	\$ 250,000.00					\$ 250,000
31	Coral Reef Park Rehabilitation of SE (concrete) bridge	Yes	Programmed	Parks & Recreation Capital Improvement Budget	\$ 60,000.00					\$ 60,000
32	Coral Reef Park New roof for outside restroom building	Yes	Programmed	Parks & Recreation Capital Improvement Budget	\$ 25,000.00					\$ 25,000

EXHIBIT A

Table 1  
 Village of Palmetto Bay  
 Capital Improvements Program - Schedule  
 Fiscal Years 2012-13 through 2016-17

Item No.	Project Description	Meet or Maintain Adopted Level of Service (LOS)	Project Status	Financial Instruments	Fiscal Years					Total
					2012-13	2013-14	2014-15	2015-16	2016-17	
P13	Coral Reef Park New batting cages; demolition of existing.	Yes	Programmed	Parks & Recreation Capital Improvement Budget	\$ 90,000.00					\$ 90,000
P14	Coral Reef Park Ball fields #1 and #2, seeding replacement/improvements	Yes	Programmed	Parks & Recreation Capital Improvement Budget	\$ 101,000.00					\$ 101,000
P15	THIS ROW INTENTIONALLY LEFT BLANK - THIS ROW INTENTIONALLY LEFT BLANK - THIS ROW INTENTIONALLY LEFT BLANK - THIS ROW INTENTIONALLY LEFT BLANK									
P16	Coral Reef Park Resurface tennis courts; installation of new benches with canopies; new courts	Yes	Programmed	Parks & Recreation Capital Improvement Budget	\$ 94,000.00					\$ 94,000
P17	Coral Reef Park Repave/Resurface of all parking lots.	Yes	Programmed	Parks & Recreation Capital Improvement Budget	\$ 45,000.00					\$ 45,000
P18	Separate Playground Lighting from Parking Lot Electrical Circuit to Allow Playground Lighting to Turn Off at Sunset.	Yes	Programmed	Parks & Recreation Capital Improvement Budget	\$ 10,000.00					\$ 10,000
	Subtotal - Parks and Recreation Department				\$ 1,347,000	\$ -	\$ -	\$ -	\$ -	\$ 1,347,000



EXHIBIT A

Table 1  
Village of Palmetto Bay  
Capital Improvements Program - Schedule  
Fiscal Years 2012-13 through 2016-17

Item No.	Project Description	Meet or Maintain Adopted Level of Service (LOS)	Project Status	Financial Instruments	Fiscal Years					Total
					2012-13	2013-14	2014-15	2015-16	2016-17	
W18	Right Turn Lane Intersection Improvements	Yes	Planned	Special Revenue Fund - Transportation Sub-Fund					\$ 1,500,000	
W19	Safe Routes to School Improvements - Child Care Elementary	Yes	Implemented	Florida Dept. of Transportation Grant	\$ 133,100				\$ 133,100	
W20	Safe Routes to School Improvements - Howard Drive Elementary	Yes	Implemented	Florida Dept. of Transportation Grant	\$ 9,000				\$ 9,000	
W21	Safe Routes to School Improvements - Prince-Bismarck	Yes	Implemented	Florida Dept. of Transportation Grant			\$ 543,224		\$ 543,224	
W22	Sidewalk Conversion to Tennis Courts - Covered all adjacent to tennis courts within the Village of Palmetto Bay	Yes	Outgoing	Special Revenue Fund - Transportation Sub-Fund	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 100,000	
W23	14th Street 12 Drainage Improvements - Area south of Stadium Drive (SW 24th Street) north of SW 17th Street, west of Old Cedar Road, and east of SW 20th Avenue	Yes	Implemented	Special Revenue Fund - Stormwater Utilities	\$ 22,000				\$ 22,000	
W24	14th Street 11 Drainage Improvements - Area south of SW 17th Street, north of SW 15th Street, west of SW 17th Street, west of SW 10th Avenue and east of SW 16th Avenue	Yes	Implemented	Special Revenue Fund - Stormwater Utilities	\$ 22,000				\$ 22,000	
W25	14th Street 10 Drainage Improvements - Area south of SW 17th Street, north of SW 15th Street, west of SW 17th Street, west of SW 10th Avenue and east of SW 16th Avenue	Yes	Implemented	Special Revenue Fund - Stormwater Utilities	\$ 22,000				\$ 22,000	
W26	14th Street 9 Drainage Improvements - Area south of SW 17th Street, north of SW 15th Street, west of SW 17th Street, west of SW 10th Avenue and east of SW 16th Avenue	Yes	Implemented	Special Revenue Fund - Stormwater Utilities	\$ 22,000				\$ 22,000	
W27	14th Street 8 Drainage Improvements - Area south of SW 17th Street, north of SW 15th Street, west of SW 17th Street, west of SW 10th Avenue and east of SW 16th Avenue	Yes	Implemented	Special Revenue Fund - Stormwater Utilities	\$ 22,000				\$ 22,000	
W28	14th Street 7 Drainage Improvements - Area south of SW 17th Street, north of SW 15th Street, west of SW 17th Street, west of SW 10th Avenue and east of SW 16th Avenue	Yes	Implemented	Special Revenue Fund - Stormwater Utilities	\$ 22,000				\$ 22,000	
W29	14th Street 6 Drainage Improvements - Area south of SW 17th Street, north of SW 15th Street, west of SW 17th Street, west of SW 10th Avenue and east of SW 16th Avenue	Yes	Implemented	Special Revenue Fund - Stormwater Utilities	\$ 22,000				\$ 22,000	
W30	14th Street 5 Drainage Improvements - Area south of SW 17th Street, north of SW 15th Street, west of SW 17th Street, west of SW 10th Avenue and east of SW 16th Avenue	Yes	Implemented	Special Revenue Fund - Stormwater Utilities	\$ 22,000				\$ 22,000	
W31	14th Street 4 Drainage Improvements - Area south of SW 17th Street, north of SW 15th Street, west of SW 17th Street, west of SW 10th Avenue and east of SW 16th Avenue	Yes	Implemented	Special Revenue Fund - Stormwater Utilities	\$ 22,000				\$ 22,000	
W32	14th Street 3 Drainage Improvements - Area south of SW 17th Street, north of SW 15th Street, west of SW 17th Street, west of SW 10th Avenue and east of SW 16th Avenue	Yes	Implemented	Special Revenue Fund - Stormwater Utilities	\$ 22,000				\$ 22,000	
W33	14th Street 2 Drainage Improvements - Area south of SW 17th Street, north of SW 15th Street, west of SW 17th Street, west of SW 10th Avenue and east of SW 16th Avenue	Yes	Implemented	Special Revenue Fund - Stormwater Utilities	\$ 22,000				\$ 22,000	
W34	14th Street 1 Drainage Improvements - Area south of SW 17th Street, north of SW 15th Street, west of SW 17th Street, west of SW 10th Avenue and east of SW 16th Avenue	Yes	Implemented	Special Revenue Fund - Stormwater Utilities	\$ 22,000				\$ 22,000	

EXHIBIT A

Table 1  
Village of Palmetto Bay  
Capital Improvements Program - Schedule  
Fiscal Years 2012-13 through 2016-17

Item No.	Project Description	Meet or Maintain Adopted Level of Service (LOS)	Project Status <sup>1</sup>	Financial Instruments	Fiscal Years					Total
					2012-13	2013-14	2014-15	2015-16	2016-17	
W03	21st Lane at SW 71st St - Conversion of 1/2 mile to 21st Lane Street from US1 to Old Cutler Road.	Yes	Planning	Special Revenue Funds - Transportation Sub-Tax					\$ 1,078,000	\$ 1,078,000
W05	Traffic Calming Study within the boundaries of the Village	Yes	On-Going	Special Revenue Funds - Transportation Sub-Tax	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 375,000
W06	Bus Parking Lot and Shelter Facility	Yes	Preparations	Subtotal Transit Services Funds - Transit Sub-Tax	\$ 240,000					\$ 240,000
W04	West Arm Street in Replacement	No	Preparations	Special Revenue Funds - Transportation Sub-Tax	\$ 47,600					\$ 47,600
	<b>Subtotal - Public Works Department</b>				\$ 2,157,747	\$ 2,515,264	\$ 2,409,499	\$ 3,507,171	\$ 4,480,542	\$ 15,259,220
	<b>Grand Total - Capital Improvement Projects</b>				\$ 3,384,747	\$ 3,515,264	\$ 2,409,498	\$ 3,607,171	\$ 4,968,540	\$ 16,560,220

Note:  
1) For scheduling purposes the CIP projects are divided in three groups: a) programmed projects, are scheduled for completion in Fiscal Years: 2012-13 through 2013-14;  
b) planning projects are scheduled for completion in the last three fiscal years of the CIP and c) on-going projects are scheduled for every fiscal year of the CIP

Prepared: PNO Budget

## EXHIBIT B

### Architecture:

- Corzo Castella Carballo Thompson Salman, P.A. (C3TS)
- Bermello Ajamil and Partners
- Wolfberg Alvarez and Partners

### Landscape Architecture:

- Calvin Giordano and Associates
- O'Leary Richards Design Associates Inc.
- Kimley-Horn and Associates

### General Civil Engineering/Surveying:

- Kimley-Horn and Associates
- Calvin Giordano and Associates
- Corzo Castella Carballo Thompson Salman, P.A. (C3TS)

### Transportation Planning and Engineering:

- The Corradino Group
- Corzo Castella Carballo Thompson Salman, P.A. (C3TS)
- Calvin Giordano and Associates

### Electrical Engineering:

- Wolfberg Alvarez and Partners
- Corzo Castella Carballo Thompson Salman, P.A. (C3TS)
- Fraga Engineers

### Structural Engineering:

- Corzo Castella Carballo Thompson Salman, P.A. (C3TS)
- Mactec Engineering and Consulting
- BCC Engineering, Inc.

### General Planning:

- The Corradino Group
- Kimley-Horn and Associates
- Calvin Giordano and Associates



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Acknowledgement of  
Addendum of Solicitation

Amendment/Modification No.: 1  
Amendment of RFQ No.: 2013-PW-100  
Title of RFQ: Professional Services

Name of Proposer \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date Addendum Received \_\_\_\_\_

Total Pages of Addendum including Acknowledgement 15

\_\_\_\_\_  
Signature

Please return acknowledgement of Addendum to the Village of Palmetto Bay Public Works Department via facsimile (305) 969-5091.

The addendum will also need to be submitted along with the remainder of the bid package. Bid submittals without the addendum will be considered unresponsive.