



To: Honorable Mayor and Village Council

Date: August 29, 2014

From: Ron E. Williams, Village Manager

Re: CEI Selection for  
SRTS Priority 1 Infrastructure  
Improvements for Howard  
Drive and Coral Reef Elementary

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO REQUEST FOR PROPOSAL NO. 1314-11-007 CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR HOWARD DRIVE AND CORAL REEF ELEMENTARY SCHOOL SAFE ROUTES TO SCHOOL (SRTS) PRIORITY 1 IMPROVEMENTS; APPROVING THE SELECTION OF STANTEC CONSULTING SERVICES, INC. TO PROVIDE CEI SERVICES FOR HOWARD DRIVE ELEMENTARY SCHOOL AND CORAL REEF ELEMENTARY SCHOOL SRTS PRIORITY 1 IMPROVEMENTS IN COMPLIANCE WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) LOCAL AGENCY PROGRAM (LAP) AGREEMENT FM NO. 431502-1 AND 431500-1; FURTHER AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH STANTEC CONSULTING SERVICES, INC. AND TO APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$26,960.00; AND PROVIDING FOR AN EFFECTIVE DATE.**

**BACKGROUND AND ANALYSIS:**

Safe Routes to School (SRTS) projects were developed for both Howard Drive Elementary (HD) and Coral Reef (CR) Elementary based on the steering committees input and review of several planning factors including examination of the school boundary, aerial photography, existing and future land uses, crash data, traffic counts, post speed limits, and location of traffic control devices. Site visits were taken to evaluate the conditions within the ½ mile radius of HD and CR. Field measurements were verified through aerial photography. Priority was given to providing routine densities close to both HD and CR schools most conducive to walking. The priority SRTS roadway and traffic improvement projects within a two (2) mile radius of HD and CR consist of sidewalks, safer crosswalks, pavement striping and markings, ADA compliance and turn restriction signage.

FDOT announced on October 19, 2011 the selection of HD, CR and Perrine Elementary (PE) for funding of improvements requested through the FDOT SRTS Program. The cost for the overall improvements for these schools shall not exceed the allocated funding HD

\$5,670, CR \$133,160, and PE \$471,360) and the funding years for the proposed improvements shall be in accordance with Exhibit 2.

On April 2, 2012 Village Council approved Resolution No. 2012-29 authorizing the Village Manager to enter into a LAP agreement with FDOT for funding the design, construction and CEI services for construction of priority 1 infrastructure improvements near HD and CR Elementary schools. The LAP program establishes uniform practices for local agencies, and assures that the local agencies meet all applicable Federal and State Standard requirements. The LAP certification authorizes the Village to administer Federal Aid Funds that are provided through FDOT for SRTS projects.

The design of SRTS improvements for HD was prepared by Miami-Dade Traffic Engineering Division, and CR improvements were designed by the Corradino Group in FY 2012-2013. The design prepared by both MDC and the Corradino Group are consistent with the rules and regulations set forth in the LAP Agreement.

On March 3, 2014, Resolution No. 2014-21 was approved authorizing the Village Manager to enter into a contractual agreement with Wrangler Construction to construct SRTS improvements for HD and CR. In accordance with the rules and regulations set forth in the LAP agreement, the Village Administration must solicit proposals for selection of a Civil Engineering firm to provide CEI (construction engineering and inspection) services for HD and CR SRTS improvements constructed by Wrangler Construction, Inc.

As a Federal requirement for consultant acquisition and selection process for federally funded projects, an evaluation committee was established to evaluate and short-list the Village's five (5) pre-qualified Continuing Professional Civil Engineering firm's proposals. The review committee evaluated the five (5) prequalified Civil Engineering firms' proposal submittals and ranked from highest to lowest (ranking tabulation attached). The review committee ranked Kimley-Horn and Associates as the highest ranking firm, however Kimley-Horn and Associates does not have the personnel required to provide the CEI services. The Village's procurement specialist reviewed all proposal submittals and the evaluations completed by the review committee, which resulted in Stantec Consulting Services as the second highest ranked firm. Stantec submitted a proposal for professional engineering and construction engineering specific to the scope of services under the LAP agreement for priority 1 SRTS improvements for HD and CR. After a thorough analysis by Village Administration of the proposal submittal, it was found that Stantec Consulting Services was the most responsive, qualified and responsible proposer. The firm has all insurances, licenses, references and expertise required to perform the scope of services.

The Department of Public Works, Village's Procurement Specialist and FDOT concur with the recommendation of award to Stantec Consulting Services as they submitted the most responsive, qualified and responsible proposer for CEI services in the amount of \$26,960. Federal Aid Funds in the amount of \$8,045.00 were authorized and allocated through FDOT for CEI services to be performed during construction of priority 1 infrastructure improvements for HD and CR SRTS projects

The Administration is requesting authorization from the Village Council for the Village Manager to execute an agreement with the second highest ranking firm Stantec Consulting Services to provide CEI services during construction of priority 1 SRTS improvements for

HD and CR Elementary in accordance with LAP agreements for Federal Project No. 43150-1(Howard Drive Elementary) and 431500-1(Coral Reef Elementary).

**FISCAL/BUDGETARY IMPACT:**

The Village budgets this item under "Special Revenue Fund-CITT Transportation" in an amount not to exceed \$26,960 (\$8,045 will be reimbursed from FDOT SRTS Program) in the Fiscal Year 2014-2015.

**RECOMMENDATION:**

Approval is recommended.

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

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO REQUEST FOR PROPOSAL NO. 1314-11-007 CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR HOWARD DRIVE AND CORAL REEF ELEMENTARY SCHOOL SAFE ROUTES TO SCHOOL (SRTS) PRIORITY 1 IMPROVEMENTS; APPROVING THE SELECTION OF STANTEC CONSULTING SERVICES, INC. TO PROVIDE CEI SERVICES FOR HOWARD DRIVE ELEMENTARY SCHOOL AND CORAL REEF ELEMENTARY SCHOOL SRTS PRIORITY 1 IMPROVEMENTS IN COMPLIANCE WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) LOCAL AGENCY PROGRAM (LAP) AGREEMENT FM NO. 431502-1 AND 431500-1; FURTHER AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH STANTEC CONSULTING SERVICES, INC. AND TO APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$26,960.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Safe Route projects were developed for both Howard Drive (HD) and Coral Reef (CR) Elementary based on the steering committees input, review of several planning factors including examination of the school boundary, aerial photography, existing and future land uses, crash data, traffic counts, post speed limits, and location of traffic control devices; and,

WHEREAS, priority SRTS roadway and traffic improvement projects within a two (2) mile radius of HD and CR consist of sidewalks, safer crosswalks, pavement striping and markings, ADA compliance and turn restriction signage; and,

WHEREAS, FDOT announced on October 19, 2011 the selection of HD and CR for funding of improvements requested through the FDOT SRTS Program in amounts not to exceed the allocated funding (HD \$5,670 and CR \$133,160) and the funding years for the proposed improvements shall be in accordance with Exhibit 2; and,

WHEREAS, the design of SRTS improvements for HD was prepared by Miami-Dade Traffic Engineering Division and CR improvements were designed by the Corradino Group in FY 2012-2013.; and,

WHEREAS, Resolution No. 2014-21 authorized Wrangler Construction through a contractual agreement with the Village to construct the SRTS improvements for HD and CR; and,

WHEREAS, the Village Administration desires to select a Civil Engineering firm to provide CEI (construction engineering and inspection) services for HD and CR SRTS improvements constructed by Wrangler Construction, Inc.; and

WHEREAS, an evaluation committee evaluated and short-listed the five (5) pre-qualified Civil Engineering firms proposal submittals based on the scope of CEI services for SRTS

improvements for HD and CR as a Federal requirement for consultant acquisition and selection process for Federal funded projects; and,

**WHEREAS**, after a thorough analysis by Village Administration of the submittals, the second highest ranking firm, Stantec Consulting, Inc. was the most responsive, qualified and responsible proposer; and

**WHEREAS**, the Department of Public Works recommended and FDOT concurs with the recommendation of award to Stantec Consulting, Inc. as they submitted the most responsive, qualified and responsible proposer for CEI services of priority 1 infrastructure improvements for HD and CR in the amount of \$26,960; and,

**WHEREAS**, CEI services will be funded with Federal Aid Funds that are provided through FDOT for SRTS projects in the amount of \$8,045; and,

**WHEREAS**, the balance of the contract in an amount of \$18,915 will be funded with CITT Transportation revenue; and,

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

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

**Section 1.** The Village Manager is authorized to enter into an agreement with Stantec Consulting Services, Inc. for CEI services of priority 1 infrastructure improvements for HD and CR in the amount not to exceed \$26,960.

**Section 2:** This resolution shall take effect immediately upon approval.

**PASSED and ADOPTED** this \_\_\_\_ day of September 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 \_\_\_\_\_



*Florida Department of Transportation*

RICK SCOTT  
GOVERNOR

1000 NW 111 Avenue  
Miami, Florida 33172-5800

ANANTH PRASAD, P.E.  
SECRETARY

August 21, 2014

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

**Subject: Concurrence Letter**

Safe Routes to School Infrastructure Priority 1 Howard Drive Elementary School  
FM# 431502-1  
Contract: AQL19  
Federal ID: SRTS-297-A  
County: Miami-Dade  
And  
Safe Routes to School Infrastructure Priority 1 Coral Reef Elementary School  
FM# 431500-1  
Contract: AQQ45  
Federal ID: SRTS-283-A  
County: Miami-Dade

The Florida Department of Transportation has received your CEI consultant selection recommendation and request for concurrence on the subject LAP projects (431502-1 and 431500-1). Based on the records submitted by your agency following the Federal requirements for the consultant acquisition and selection process, this letter serves as a concurrence from the Florida Department of Transportation for the Village of Palmetto Bay to proceed with the recommendation of award to: STAMTEC Consulting, Inc.

For further reference, please contact District VI LAP Project Manager, Alfredo Reyna, at (305) 470-5288.

Sincerely,

Aiah Yassin.  
District LAP Administrator

Cc: Alfredo Reyna, File

Village of Palmetto Bay  
 Finance Department Procurement Action  
 AWARD RECOMMENDATION



To: Corrice E. Patterson, Public Works Director

From: Kristy Bada, Procurement Specialist

Date: August 15th, 2014

RFP/ITB#: Request for Quote Item/Service: CEI Services SRTS Infrastructure Priority 1 Howard Drive & Coral Reef Elementary School Improvements

Attached are apparent low bid(s) and a tabulation for subject items/services requisitioned by your department. Please complete the applicable portion(s) of this form for proper presentation and recommendations by your department for Council approval. Please return this form to the Procurement Specialist as soon as possible. An executed copy of this form will be returned to your department for resolution memo/item preparation.

**I. Procurement Comments:**

The Village's prequalified Civil Engineering consultants proposal submittals were evaluated/shortlisted based on the scope for CEI Services SRTS Infrastructure Priority 1 Howard Drive & Coral Reef Elementary School Improvements. During the evaluation/shortlisting phase it was found that the second highest ranked firm, Stantec Consulting Inc. was the most responsive, qualified and responsible proposer. The firm has all insurances, licenses, references and expertises required for the scope of this project.

**II. Recommendation:**

a. Which bid is being recommended? Stantec Consulting, Inc.

b. Does the response being recommended for award meet the specifications as per the request and as advertised? Yes  No

If No, is the variance considered: Minor  Major

Explain:

c. Is the recommendation the lowest bid received? Yes  No

List the bids that are low but which you believe DO NOT meet specifications and list reasons why each does not meet specifications; please attach a memorandum of explanation tho this form if necessary:

(attach an additional sheet if further comment or explanation is required)

**III. Procurement Action/Recommendation(s):**

The review committee, comprised of Danny Casals, Public Works Field Operations Supervisor; Fanny Carmona, Parks and Recreation Director; Darby Delsalle, Planning and Zoning Director; and Travis Kendall, Zoning Administrator evaluated the five (5) prequalified Civil Engineering Firms proposal submittals. The review committee ranked Kimley-Horn and Associates as the highest ranked firm, however Kimley-Horn and Associates do not have the personnel required to provide CEI Services. Kristy Bada, Procurement Specialist, further reviewed all proposal submittals and the evaluations completed by the review committee, which resulted in Stantec Consulting, Inc. as the second highest ranked Consultant. Kristy Bada concurs with the results of the review committee evaluations, therefore it is recommended for award to the most responsive, qualified and responsible proposer, which is Stantec Consulting, Inc. in the amount of \$26,960.00 (\$2,690.00 for Howard Drive Elementary and \$24,270.00 for Coral Reef Elementary).

**IV. Recommendation Approval:**

Signature/Date [Signature] 8/15/14  
 Kristy Bada, Procurement Specialist

Signature/Date [Signature]  
 Corrice E. Patterson, Public Works Director

Signature/Date [Signature] 8/19/14  
 Desmond Chin, Finance Director

Signature/Date [Signature]  
 Ron E. Williams, Village Manager

**V. FDOT Concurrence:**

Signature/Date See Attached

Name/Title \_\_\_\_\_



*Florida Department of Transportation*

RICK SCOTT  
GOVERNOR

1000 NW 111 Avenue  
Miami, Florida 33172-5800

ANANTH PRASAD, P.E.  
SECRETARY

August 21, 2014

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

Subject: **Concurrence Letter**

Safe Routes to School Infrastructure Priority 1 Howard Drive Elementary School  
FM# 431502-1

Contract: AQL19

Federal ID: SRTS-297-A

County: Miami-Dade

And

Safe Routes to School Infrastructure Priority 1 Coral Reef Elementary School  
FM# 431500-1

Contract: AQQ45

Federal ID: SRTS-283-A

County: Miami-Dade

The Florida Department of Transportation has received your CEI consultant selection recommendation and request for concurrence on the subject LAP projects (431502-1 and 431500-1). Based on the records submitted by your agency following the Federal requirements for the consultant acquisition and selection process, this letter serves as a concurrence from the Florida Department of Transportation for the Village of Palmetto Bay to proceed with the recommendation of award to: STAMTEC Consulting, Inc.

For further reference, please contact District VI LAP Project Manager, Alfredo Reyna, at (305) 470-5288.

Sincerely,

Aiah Yassin.  
District LAP Administrator

Cc: Alfredo Reyna, File



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

July 14, 2014

Village of Palmetto Bay  
9705 E. Hibiscus Street  
Palmetto Bay, FL 33157  
(305) 259-1234

**Attention: Kristy Bada**

**Reference: Safe Route to School CEI Proposal**

Dear Mrs. Bada,

We are pleased to present this proposal for professional engineering and construction engineering inspections for your review. We understand that the Village has two Local Agency Program (LAP) agreements in place in order to implement Priority 1 improvements as part of the Safe Routes to School (SRTS) Program. Below are the scope of services and fee schedule for each of these projects. The fees noted are based on being awarded both projects.

**SCOPE OF SERVICES:**

**Construction Phase**

Coordinate and attend pre-construction conference and prepare minutes, review shop drawings, respond to Contractor's requests for information (RFI), attend weekly progress meetings and provide meeting summary, perform limited Construction Engineering Inspections (approximately 8 hrs/wk) and submit reports, serve as liaison between contractor and Village/permitting agencies/residents including public information, review the Contractor's Application for Payment and submit recommendation to the Village, perform project closeout with Contractor including punch list, final inspection, final Application for Payment review, submit Letter of Completion and all required LAP documentation. Our scope does not include any permitting services, notably public works permit or tree removal permit. We also have not included any materials testing in our scope.

**Terms and Conditions:**

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

<b>CEI for Howard Drive Contract AQL19 .....</b>	<b>\$2,690</b>
<b>CEI for Coral Reef Elementary Contract AQQ45 .....</b>	<b>\$24,270</b>
	<b>TOTAL: \$26,960</b>

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



July 14, 2014  
Kristy Bada  
Page 2 of 2

Thank you,

**Stantec Consulting Services Inc.**

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

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

Village of Palmetto Bay

Approved by:

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

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# PRICE FORM



Project Title: Construction Engineering & Inspection Services for Howard Drive & Coral Reef Elementary School Safe Routes to School (SRTS) Priority 1 Improvement Project

Issued: Tuesday, July 8, 2014

Due Date: Monday, July 14<sup>th</sup>, 2014

FM #	Contract	Project Name (SRTS)	Total for CEI Services
431502-1	AQL19	Howard Drive Elementary School Priority 1 Improvements (Exhibit A)	\$ 2,690.00
431500-1	AQQ45	Coral Reef Elementary School Priority 1 Improvements (Exhibit B)	\$ 24,270.00
TOTAL FOR CONTRACTS AQL19 & AQQ45			\$ 26,960.00

Signature of Official: Sean Campbell

Name (typed): Sean Campbell

Title: Associate

Date: 7/14/14

Vendor: Stantec Consulting Services Inc.

# NOTICE OF INTENT TO AWARD

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DATE: August 15<sup>th</sup>, 2014

TO: Stantec

Ponce de Leon Boulevard, Suite 900

Coral Gables, FL 33134

ATT: Sean Compel, P.E., LEED AP

PROJECT DESCRIPTION: Request for Quote for Construction Engineering & Inspection Services for Howard Drive & Coral Reef Elementary School Safe Routes to School (SRTS) Priority 1 Improvement Project in accordance with Agreement Documents as prepared by the Village

Gentlemen:

This is to advise that the Village of Palmetto Bay intends to award the Agreement for the above referenced Project as a result of your proposal of: Twenty Six Thousand Nine Hundred and Sixty Dollars (\$26,960) submitted to the Village of Palmetto Bay (Owner) on July 14<sup>th</sup>, 2014 (Date).

Two (2) sets of the Agreement Documents for this Project are attached. Your attention is invited to the provision whereby the Agreement shall be executed and delivered to the Owner and all other requirements of the Request for Quote met within ten (10) consecutive calendar days from August 15, 2014 (Date).

Sincerely yours,

Kristy Bada, Procurement Specialist

Attachment(s)

Cc: Corrice E. Patterson, Public Works Director  
Alfredo Reyna, P.E., LAP Coordinator, Florida Department of Transportation

# VILLAGE OF PALMETTO BAY REQUEST FOR QUOTE



Date: July 14<sup>th</sup>, 2014

To: Sean Compel, P.E., LEED AP  
Stantec  
901 Ponce de Leon Boulevard, Suite 900 Coral Gables FL 33134-3070

Re: Responses to Questions/Request for Clarifications related to Request for Quotes for Construction Engineering & Inspection Services for Howard Drive & Coral Reef Elementary School Safe Routes to School (SRTS) Priority 1 Improvement Project

The following are responses to the questions/request for clarifications submitted by your firm on July 9<sup>th</sup>, 2014:

1. Question: Has a Contractor been selected? If so, who is it?

Response: Yes, Wrangler Construction Inc.

2. Question: Has a tree permit been obtained? If not, will the contractor be required to obtain it?

Response: No tree removal permits have not been obtained, the Village will obtain the tree permits where necessary under the scope of the project.

3. Question: Has any public outreach been initiated with the impacted properties?

Response: The Corradino Group had stake-holders involved in the plan for the SRTS to school improvements but the process didn't include outreach to the property owners that about the SRTS project. The outreach needs to be performed 30 days in advance of construction.

Thank you for your interest and participation.

Kristy Bada, Procurement Specialist  
Village of Palmetto Bay

## Kristy Bada

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**From:** Compel, Sean <sean.compel@stantec.com>  
**Sent:** Wednesday, July 09, 2014 6:29 PM  
**To:** Kristy Bada  
**Cc:** Corrice Patterson  
**Subject:** RE: Request for Quote: CEI Services

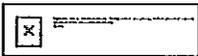
Kristy,

I have reviewed the documents and have a few of questions.

- Has a Contractor been selected? If so, who is it?
- Has a tree permit been obtained? If not, will the contractor be required to obtain it?
- Has any public outreach been initiated with the impacted properties?

Thank you.

Sean Compel, P.E., LEED AP  
Stantec  
901 Ponce de Leon Boulevard, Suite 900 Coral Gables FL 33134-3070  
Phone: (305) 445-2900 ext 2230  
Cell: (786) 502-0770  
Fax: (305) 445-0869  
sean.compel@stantec.com



The content of this email is the confidential property of Stantec and should not be copied, modified, retransmitted, or used for any purpose except with Stantec's written authorization. If you are not the intended recipient, please delete all copies and notify us immediately.

 Please consider the environment before printing this email.

**From:** Kristy Bada [<mailto:kbada@palmettobay-fl.gov>]  
**Sent:** Tuesday, July 08, 2014 10:09 AM  
**To:** Compel, Sean  
**Cc:** Corrice Patterson  
**Subject:** Request for Quote: CEI Services  
**Importance:** High

Sean,

Good morning, I hope you are doing well. The Village of Palmetto Bay is seeking a quote for Construction Engineering and Inspection (CEI) Services for Howard Drive and Coral Reef Elementary School (SRTS) Priority 1 Improvements. Please see attached Request for Quote. If you have any questions please feel free to contact me.

*Kristy Bada*  
Procurement Specialist  
Department of Finance  
Village of Palmetto Bay  
9705 E Hibiscus Street  
Palmetto Bay, FL 33157  
305.259.1234 Tel  
305.259.1290 Fax

## Kristy Bada

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**From:** Gary.Ratay@kimley-horn.com  
**Sent:** Tuesday, July 08, 2014 9:40 AM  
**To:** Kristy Bada  
**Subject:** RE: Request For Quote Civil Engineering Services for Safe Routes to School Improvements

Kristy,

Sorry, but I do not have the inspector availability to provide a proposal for this project.

Hope all is well, and thanks for the opportunity.

## Kimley»»Horn

**Gary R. Ratay, P.E.**  
**Kimley-Horn** | 600 North Pine Island Road, Suite 450, Plantation FL 33324  
Direct: 954 535 5112 | Mobile: 954 646 3509

Proud to be one of FORTUNE magazine's 100 Best Companies to Work For

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**From:** Kristy Bada [<mailto:kbada@palmettobay-fl.gov>]  
**Sent:** Monday, July 07, 2014 4:47 PM  
**To:** Ratay, Gary  
**Subject:** RE: Rquest For Quote Civil Engineering Services for Safe Routes to School Improvements  
**Importance:** High

Gary,

Please advise if Kimley-Horn will be submitting a proposal for the request below. Your prompt attention will be greatly appreciated.

*Kristy Bada*  
Procurement Specialist  
Department of Finance  
Village of Palmetto Bay  
9705 E Hibiscus Street  
Palmetto Bay, FL 33157  
305.259.1234 Tel  
305.259.1290 Fax

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**From:** Kristy Bada  
**Sent:** Tuesday, July 01, 2014 12:13 PM  
**To:** Gary. Ratay ([Gary.Ratay@kimley-horn.com](mailto:Gary.Ratay@kimley-horn.com))  
**Cc:** Corrice Patterson ([cpatterson@palmettobay-fl.gov](mailto:cpatterson@palmettobay-fl.gov))  
**Subject:** Rquest For Quote Civil Engineering Services for Safe Routes to School Improvements  
**Importance:** High

Gary,

Good afternoon, I hope you are doing well. The Village of Palmetto Bay is seeking a quote for Construction Engineering and Inspection (CEI) Services for Howard Drive and Coral Reef Elementary School (SRTS) Priority 1 Improvements. Please see attached Request for Quote. If you have any questions please feel free to contact me.

*Kristy Bada*

Procurement Specialist  
Department of Finance  
Village of Palmetto Bay  
9705 E Hibiscus Street  
Palmetto Bay, FL 33157  
305.259.1234 Tel  
305.259.1290 Fax

**Village of Palmetto Bay**

Civil Engineering Inspection Services for:

Safe Route to School (SRTS) Infrastructure Priority 1 Howard Drive and Coral Reef Elementary School Improvements

Proposal Evaluations Final Score Tabulation



Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Total (Max. 400 pts.)	Average Score (Max. 100)	Ranking
Kimley-Horn & Associates, Inc.	94	85	97	87	363	90.75	1
Stantec Consulting Services, Inc.	94	90	87	83	354	88.5	2
Keith & Schnars, P.A.	83	85	94	74	336	84	3
Civil Works, Inc.	87	70	89	70	316	79	4
Bermello Ajamil & Partners, Inc.	94	45	90	76	305	76.25	5

# VILLAGE OF PALMETTO BAY REQUEST FOR QUOTE

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Project Title: Construction Engineering & Inspection Services for Howard Drive & Coral Reef Elementary School Safe Routes to School (SRTS) Priority 1 Improvement Project

Issued: Tuesday, July 1<sup>st</sup>, 2014

Due Date: Monday, July 7<sup>th</sup>, 2014

## 1.0 Introduction

The Village of Palmetto Bay is seeking quotes from the Village's Continuing Professional Civil Engineering firms with prior Florida Department of Transportation (FDOT) and Local Agency Program (LAP) experience. The prequalified Civil Engineering firm shall provide a quote for Construction Engineering and Inspection (CEI) Services for Howard Drive and Coral Reef Elementary School (SRTS) Priority 1 Improvements. Contract plans are attached as Exhibit A, Howard Drive Elementary and Exhibit B, Coral Reef Elementary. The Village intends to contract with one engineering consulting firm to provide construction engineering and inspection services. In addition to CEI services, the Consultant will be required to prepare and submit full compliance documentation as required by the FDOT/LAP Process, Procedures and Regulations. The Village expects to have the work completed within 120 days from issuance of Notice to Proceed. Project must be completed by December 31<sup>st</sup>, 2014.

The Village may request additional components become part of the request for quotes and/or scope of work. The Village reserves the right to decrease/increase the scope of work due to budgetary considerations.

## 2.0 Scope of Work

### 2.01 CEI Services

This scope of services describes and defines the CEI services which are required to comply with FDOT/LAP Regulations and Requirements for contract administration, inspection, and oversight (only) of materials sampling and testing for the construction projects assigned.

The Consultant shall be responsible for providing services as defined in this Scope of Work, and for full compliance with the current FDOT/LAP Manuals and Process and Procedures.

The Consultant shall exercise their independent professional judgment in performing their obligations and responsibilities. Consultant must provide examples of prior experience with other municipalities in administering a LAP project. Services provided by the Consultant shall comply with the FDOT/LAP Department Manuals, process and procedures, and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by the Village and/or

9705 East Hibiscus Street, Palmetto Bay, Florida 33157  
Tel: 305.259.1234 • Fax: 305.259.1290

the FDOT/LAP. Such FDOT/LAP manuals, procedures, and memorandums are found at the FDOT/LAP website.

The Consultant shall provide expertise during all elements of the construction particularly those affecting cost, time of construction, and expeditious and efficient completion of the project described hereunder.

## 2.02 CEI Tasks

The Consultant will review all associated shop drawings submitted by the Contractor during the duration of the construction contract. The Consultant will also attend applicable construction field and/or office meetings as requested by the CEI, Contractor and authorized by the Village in order to assist in the resolution of any design and/or construction issues that arise during construction. The Consultant will also review and respond to Requests for Information (RFI) submitted by the Contractor so that the construction schedule is not impacted negatively.

2.02.1 The Consultant will assist the Village with a construction kick-off meeting prior to commencement of any construction activities by inviting all required parties from the Village, FDOT and the contractor. The Consultant will prepare the agenda, take minutes and lead the meeting.

2.02.2 The Consultant shall participate in weekly progress meetings. Supplying support to prepare and distribute meeting minutes to all attendees and other as appropriate. Weekly progress meeting report shall include tracking the Contractor's progress against the approved baseline schedule.

2.02.3 The Consultant shall perform site visits and inspect the progress of the construction and determine if the work is proceeding in accordance with the Contract Documents

2.02.4 The Consultant shall serve as liaison between the Contractor and the Village, permitting agencies, homeowners associations or other entity where such liaison is required to include public information relations.

2.02.5 The Consultant shall review Contractor's applications for payment and the accompanying data, records and schedules.

2.02.6 Upon receipt of Contractor's notification, conduct inspection of the Project to verify that the Contractor has attained Final Completion and assist in the preparation of a punch list of items to be corrected by the Contractor prior to issuance of certification of Final Completion by the Consultant.

2.02.7 Upon verification that all items on the final punch list have been corrected, and upon receipt and review of all project close-out documents properly assembled and with proper certifications as applicable, the Consultant will certify to the Village that all work/equipment required by the Contract has been completed/installed and recommend final payment to the Contractor by the Village.

2.02.8 Services are to be performed in accordance with the schedule established by the Village. It is anticipated that the construction duration for this project would be **60 working days** from Notice to Proceed, excluding Village holidays and weekends.

9705 East Hibiscus Street, Palmetto Bay, Florida 33157

Tel: 305.259.1234 • Fax: 305.259.1290

2.02.9 The Consultant will advise staff and assist the Village with contract and construction administration of this Local Agency Program (LAP) project to ensure all the FDOT/LAP requirements are met to certify the project to the Florida Department of Transportation.

### 3.0 Responses

Firm shall submit one (1) hard copy OR one (1) electronic copy of the response (via email), which shall contain the following information:

1. Scope of services
2. Proposed fees for the scope of work identified herein (Price Form attached)

Responses are due on or before the close of business on July 7<sup>th</sup>, 2014. Late responses will not be accepted. Responses may be faxed, emailed or delivered to the contact provided below.

Fax: 305-259-1290

Email: [KBada@palmettobay-fl.gov](mailto:KBada@palmettobay-fl.gov)

Address: Village of Palmetto Bay  
Attn: Kristy Bada  
9705 E Hibiscus Street  
Palmetto Bay, FL 33157

Questions concerning this request are to be addressed via email to [KBada@palmettobay-fl.gov](mailto:KBada@palmettobay-fl.gov).

Sincerely,



Kristy Bada, Procurement Specialist  
Village of Palmetto Bay

Attachment(s)

# PRICE FORM



Project Title: Construction Engineering & Inspection Services for Howard Drive & Coral Reef Elementary School Safe Routes to School (SRTS) Priority 1 Improvement Project

Issued: Monday, June 30<sup>th</sup>, 2014

Due Date: Monday, July 7<sup>th</sup>, 2014

FM #	Contract	Project Name (SRTS)	Total for CEI Services
431502-1	AQL19	Howard Drive Elementary School Priority 1 Improvements (Exhibit A)	
431500-1	AQQ45	Coral Reef Elementary School Priority 1 Improvements (Exhibit B)	
<i>TOTAL FOR CONTRACTS AQL19 &amp; AQQ45</i>			

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

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

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

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

Vendor: \_\_\_\_\_

# CITY OF PALMETTO BAY DEPARTMENT OF PUBLIC WORKS CONTRACT PLANS

## FOR SAFE ROUTES TO SCHOOL

FM NOS. 431502-1

### INDEX OF PLANS

<u>SHEET NO.</u>	<u>SHEET DESCRIPTION</u>
1	COVER SHEET
2A, 2B	SUMMARY OF PAY ITEMS
3	GENERAL NOTES
4	SCHOOL DETAIL SHEET SCHOOL SITE PLAN

**NOTE:**  
CONTRACTOR SHALL COMPLY WITH THE MIAMI-DADE COUNTY DEPARTMENT OF PUBLIC WORKS TRANSPORTATION DIVISION TRAFFIC SECTION SPECIFICATION AND DETAIL FOR SIGNALS FOR SIGNAL EQUIPMENT, SIGNS, PAVEMENT MARKINGS AND INSTALLATION PROCEDURES.  
ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

### SCHOOL NO #      NAME OF SCHOOL

1. Howard Drive Elementary School

**NOTE:**  
GOVERNING STANDARDS AND SPECIFICATIONS:  
CURRENT MUTCD STANDARDS  
THE MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREET AND HIGHWAYS  
FLORIDA DEPARTMENT OF TRANSPORTATION, DESIGN STANDARDS DATED 2013,  
AND STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION DATED 2013,  
AS AMENDED BY CONTRACT DOCUMENTS.

PREPARED BY



MIAMI-DADE COUNTY PUBLIC WORKS AND WASTE MANAGEMENT DEPARTMENT  
TRAFFIC ENGINEERING DIVISION

STEPHEN P. CLARK CENTER  
111 NW 1 ST  
MIAMI, FLORIDA 33128



FOR THE  
VILLAGE OF PALMETTO BAY  
PUBLIC WORKS DEPARTMENT  
3485 SW 180th STREET  
PALMETTO BAY, FLORIDA 33107

Summary of Quantities		Location
ITEM NO.	DESCRIPTION	Howard E1
		QUANTITY
110-1-1B	CLEARING AND GRUBBING	L.S. 1
102-1	MAINTENANCE OF TRAFFIC	L.S. 1
102-74-1	BARICADES (TEMPORARY- TYPE I, II, VP & DRUM).	E/ADAY 40
102-76	FLASHING ARROW BOARD (Temporary, Multimode)	E/ADAY 10
102-77	HIGH INTENSITY FLASHING LIGHTS (TEMPORARY, TYPE "B")	E/ADAY 60
102-60A	WORK ZONE SIGNS	E/ADAY 20
110-4-2H	REMOVAL AND DISPOSAL OF EXISTING CONCRETE SIDEWALK (up to 8" thick)	S.Y. 78
110-4-10C	REMOVE AND DISPOSE EXISTING CURB & GUTTER	L.F. 65
527-2	DETECTABLE WARNING ON WALKING SURFACE	S.F. 72
520-2	CONCRETE CURB AND GUTTER (Any type, including base preparation)	L.F. 65
522-2	CONCRETE SIDEWALK (6" Thick, 3000 P.S.I. concrete at 28 days) (including pedestrian ramps and sidewalk curbs)	S.Y. 78
635-1-11	PULL BOX, METER TYPE (Polymer)	AS. 6
632-7-1B	TRAFFIC CONTROL CABLE - (4-7 conductor)	L.F. 6
665-11	PEDESTRIAN DETECTOR (Includes Push Button Sign R10-3B)	EA. 1
690-70	REMOVE PEDESTRIAN DETECTOR ASSEMBLY	EA. 1
700-20-11	SINGLE POST SIGN (Furnish & Install) (Less than 12 sq Ft)	AS. 4
700-48-18	SIGN PANEL (LESS THAN 15 SF)	EA. 3
705-11-4	DELINEATOR (Flexible High Performance)	EA. 15
711-11-123	THERMOPLASTIC (White) (Solid) (12")	L.F. 80
711-11-125	THERMOPLASTIC (White) (Solid) (24")	L.F. 543
711-11-221	THERMOPLASTIC (Yellow) (Solid) (6")	L.F. 100
711-17	Removal of existing thermoplastic pavement markings	S.F. 150



Sole Routes to School (SRTS)	
NO. OF ROUTES	DATE
DESIGN	DATE
BY	DATE
DESCRIPTION	DATE
SRTS	

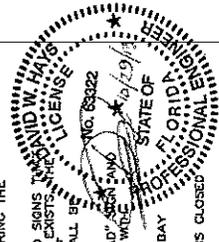
**GENERAL NOTES:**

- ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THE MIAMI-DADE COUNTY PUBLIC UTILITIES DEPARTMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE MIAMI-DADE COUNTY PUBLIC UTILITIES DEPARTMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE MIAMI-DADE COUNTY PUBLIC UTILITIES DEPARTMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE MIAMI-DADE COUNTY PUBLIC UTILITIES DEPARTMENT.
- CONTRACTOR SHALL CONTACT SUNSHINE STATE ONE-CALL AT 1-(800)-432-4770 AT LEAST 48 HOURS PRIOR TO PERFORMING ANY DIGGING TO VERIFY THE EXACT LOCATION OF EXISTING UTILITIES. A CONTRACTOR'S REPRESENTATIVE MUST BE PRESENT WHEN UTILITY COMPANIES LOCATE THEIR FACILITIES.
- THE CONTRACTOR IS TO USE CAUTION WHEN WORKING IN OR AROUND AREAS OF OVERHEAD AND UNDERGROUND UTILITIES.
- KNOWN UTILITY COMPANIES IN THE PROJECT LIMITS INCLUDE, BUT ARE NOT LIMITED TO:  
AT&T  
MIAHM DABE WATER AND SEWER  
CONCAST
- ANY DAMAGE TO PUBLIC OR PRIVATE PROPERTY SHALL BE RESTORED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
- ALL GRASS AREAS AFFECTED BY CONSTRUCTION SHALL BE RE-SOODED.
- ALL DISPOSAL OF MATERIALS, RUBBISH, AND DEBRIS SHALL BE MADE AT A LEGAL DISPOSAL SITE. ALL MATERIALS, RUBBISH, AND DEBRIS SHALL BE PROPERLY STORED AND PROTECTED FROM DEPOSITED ON ADJACENT OR NEARBY PROPERTY WILL NOT BE CONSIDERED AS HAVING BEEN DISPOSED OF SATISFACTORILY.
- EXISTING ABOVE GROUND FEATURES ARE SHOWN ACCORDING TO THE BEST AVAILABLE DATA AND MAY NOT ACCURATELY REFLECT PRESENT CONDITIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING HIMSELF WITH CURRENT SITE CONDITIONS, AND SHALL REPORT DISCREPANCIES TO THE ENGINEER PRIOR TO STARTING WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROVISION, INSTALLATION, AND MAINTENANCE OF ALL TRAFFIC CONTROL AND SAFETY DEVICES, IN ACCORDANCE WITH THE SPECIFICATIONS OUTLINED IN THE PUBLIC WORKS DEPARTMENT MANUAL, THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, AND THE MUTCD DESIGN STANDARDS.
- THE INFORMATION PROVIDED IN THESE DRAWINGS IS SOLELY TO ASSIST THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF CONDITIONS WHICH WILL BE ENCOUNTERED DURING THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION AND FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE MIAMI-DADE COUNTY PUBLIC UTILITIES DEPARTMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE MIAMI-DADE COUNTY PUBLIC UTILITIES DEPARTMENT.
- CONTRACTOR TO INSTALL  $\frac{3}{4}$  PREFORMED EXPANSION JOINT WHEN PROPOSED SIDEWALK IMPROVEMENTS IS IMMEDIATELY ADJACENT TO EXISTING CONCRETE SLAB AND/OR BUILDING.
- THE CONTRACTOR SHALL UTILIZE SAW CUTS TO MAKE THE NECESSARY CONNECTIONS TO EXISTING PAVEMENT, CURB AND GUTTER, AND SIDEWALKS.
- THE CONTRACTOR SHALL PREPARE AND SUBMIT SHOP DRAWINGS FOR ALL ITEMS USED IN THIS PROJECT.
- WHERE CONNECTIONS TO EXISTING SIDEWALKS AND DRIVEWAYS ARE NOT INDICATED ON PLANS PROPER CONNECTIONS ARE TO BE MADE AS DIRECTED BY THE ENGINEER. DROP AND DRIVEWAY CONNECTIONS SHALL BE PROVIDED FOR ACCESS TO ALL PRIVATE PROPERTIES ADJACENT TO THE PROJECT. PAYMENT SHALL BE INCLUDED IN THE COST RELATED BID ITEMS.
- ALL IMPROVEMENTS ARE TO BE CONSTRUCTED AND/OR INSTALLED WITHIN EXISTING STATE AND/OR LOCAL R/W.
- A CERTIFIED ARBORIST CERTIFIED BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE SHALL BE PRESENT ON SITE TO DIRECT ALL ROOT PRUNING AND OR CANOPY TRIMMING ACTIVITIES PROVIDED A PERMIT IS OBTAINED FROM THE MIAMI-DADE COUNTY PUBLIC UTILITIES DEPARTMENT. ANY FOR A CLEAN CUT ON ALL ROOTS OR BRANCHES. 60% TO BE INCLUDED IN THE RELATED BID ITEM.
- TREE PROTECTION SHALL BE INSTALLED AROUND TREES ADJACENT TO CONSTRUCTION ACTIVITIES.
- ANY MATERIAL TO BE STOCKPILED FOR PERIODS GREATER THAN 24 HOURS SHALL BE PROTECTED BY APPROPRIATE EROSION CONTROL DEVICES.
- PLEASE KEEP NEW AND EXISTING INLETS CLEAN OF MILLING MATERIAL AND DEBRIS. INLETS LOCATED NEAR CONSTRUCTION ACTIVITIES SHOULD BE PROTECTED BY APPROPRIATE EROSION CONTROL DEVICES.

- THE CONTRACTOR SHALL REVIEW ENVIRONMENTAL REQUIREMENTS OF ANY PROPOSED STAGING AREAS WITH THE PROJECT ENGINEER AT LEAST SEVEN (7) DAYS PRIOR TO USE. NO STAGING OR OTHER ACTIVITIES FOR THIS PROJECT SHOULD OCCUR WITHIN PARKS, SCHOOLS, OR COMMUNITY SERVICE PROPERTIES.
- ALL LANDSCAPE IS DESIGNATED TO REMAIN UNLESS OTHERWISE NOTED IN THE PLANS. ALL LANDSCAPE WITHIN 5 FEET OF CONSTRUCTION ACTIVITIES SHALL BE PROTECTED AS PER DESIGN STANDARD INDEX 64A. COST OF TREE PROTECTION TO BE INCLUDED IN THE RELATED PAY ITEM.
- CONTRACTOR SHALL NOT STAGE OR OPERATE EQUIPMENT WITHIN THE DRIFLINE OF TREES.
- GOVERNING SPECIFICATIONS: USE THE LATEST LAP SPECIFICATIONS AS PROVIDED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION.

**MAINTENANCE OF TRAFFIC NOTES**

- TRAFFIC CONTROLS SHALL BE IN ACCORDANCE WITH THE MIAMI-DADE COUNTY PUBLIC WORKS MANUAL AS PERTAINS TO MAINTENANCE OF TRAFFIC. THE CURRENT EDITION OF THE FLORIDA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AS MINIMUM CRITERIA.
- THE CONTRACTOR SHALL DEVELOP MAINTENANCE OF TRAFFIC PLAN OF HIS OWN. MEETING THE REQUIREMENTS SPECIFIED IN THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES LATEST EDITION AND THE FOOT INDEX 600 SERIES. THE CONTRACTOR'S MAINTENANCE OF TRAFFIC PLANS SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO START OF CONSTRUCTION. THE PLANS SHALL BE SIGNED AND SEALED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF FLORIDA.
- NOTIFICATION OF LANE CLOSURES OR TEMPORARY DETOURS SHALL BE ACCOMPLISHED 14 WORKING DAYS PRIOR TO CLOSURE OR DETOUR BY COORDINATING WITH DADE COUNTY PUBLIC WORKS DEPARTMENT AND DADE COUNTY TRAFFIC OPERATIONS.
- THE CONTRACTOR SHALL NOTIFY LAW ENFORCEMENT AND FIRE PROTECTION WITH SECTION TWENTY-FOUR (24) HOURS IN ADVANCE OF A DETOUR IN ACCORDANCE WITH 336.07 OF THE FLORIDA STATUTES.
- AT THE DISCRETION OF THE ENGINEER, IF A LANE CLOSURE CAUSES EXTENDED CONGESTION OR DELAY, THE CONTRACTOR SHALL BE DIRECTED TO REOPEN THE CLOSED LANE(S) UNTIL SUCH TIME THAT THE TRAFFIC FLOW HAS RETURNED TO AN ACCEPTABLE LEVEL.
- THE TRAFFIC AND TRAVEL WAYS SHALL NOT BE ALTERED BY THE CONTRACTOR TO CREATE A WORK ZONE UNTIL ALL LABOR AND MATERIAL ARE AVAILABLE FOR THE CONSTRUCTION IN THAT AREA.
- REGULATORY SPEED ESTABLISHED WITHIN THE WORK ZONE TRAVEL WAYS SHALL BE 20 M.P.H. REDUCED SPEED AND REGULATORY SPEED SIGNS SHALL BE INSTALLED ON SEPARATE POSTS IN ACCORDANCE WITH THE STANDARD INDORES.
- CONTRACTOR SHALL MAINTAIN ACCESS TO PRIVATE PROPERTY DURING ALL PHASES OF CONSTRUCTION. LOCAL RESIDENTS WITHIN THE AREA OF CONSTRUCTION SHALL BE GIVEN ACCESS TO THEIR PROPERTY DURING ALL PHASES OF CONSTRUCTION. LOCAL RESIDENTS INCLUDE ALL COMMERCIAL ESTABLISHMENTS AND BUSINESSES.
- AS DETERMINED BY THE ENGINEER, THE CONTRACTOR SHALL COVER WORK ZONE SIGNS WHEN CONDITIONS NO LONGER WARRANT THEIR USE. COST OF COVERING AND UNCOVERING THE SIGNS SHALL BE INCLUDED UNDER MAINTENANCE OF TRAFFIC.
- CONTRACTOR SHALL REMOVE, RELOCATE, OR COVER ANY EXISTING OR PROPOSED SIGNS IN CONFLICT WITH THE TRAFFIC CONTROL PLANS. WHEN THE CONFLICT NO LONGER EXISTS, THE CONTRACTOR SHALL REMOVE, RELOCATE, OR COVER ANY EXISTING OR PROPOSED SIGNS IN CONFLICT WITH THE TRAFFIC CONTROL PLANS. WHEN THE CONFLICT NO LONGER EXISTS, THE CONTRACTOR SHALL REMOVE, RELOCATE, OR COVER ANY EXISTING OR PROPOSED SIGNS IN CONFLICT WITH THE TRAFFIC CONTROL PLANS.
- AT ALL INTERSECTING STREETS, NO LESS THAN ONE "ROAD CONSTRUCTION AHEAD" SIGN SHALL BE INSTALLED. TWO EACH FOR STREETS WIDER THAN 60 FEET (30 FEET MEDIAN).
- COORDINATION WITH DADE COUNTY PUBLIC WORKS DEPARTMENT AND PALMETTO BAY PUBLIC WORKS DEPARTMENT WILL BE REQUIRED.
- THE CONTRACTOR MUST PROVIDE FLASHING ARROW BOARD FOR ANY LANE THAT IS CLOSED OR DIVERTED.



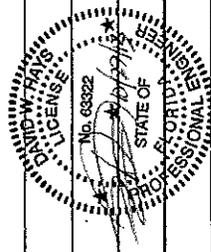
REV.	DATE	DESCRIPTION	BY	DESIGN CHECK	DATE

Safe Routes to School (SRTS)  
General notes



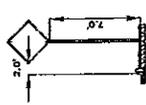
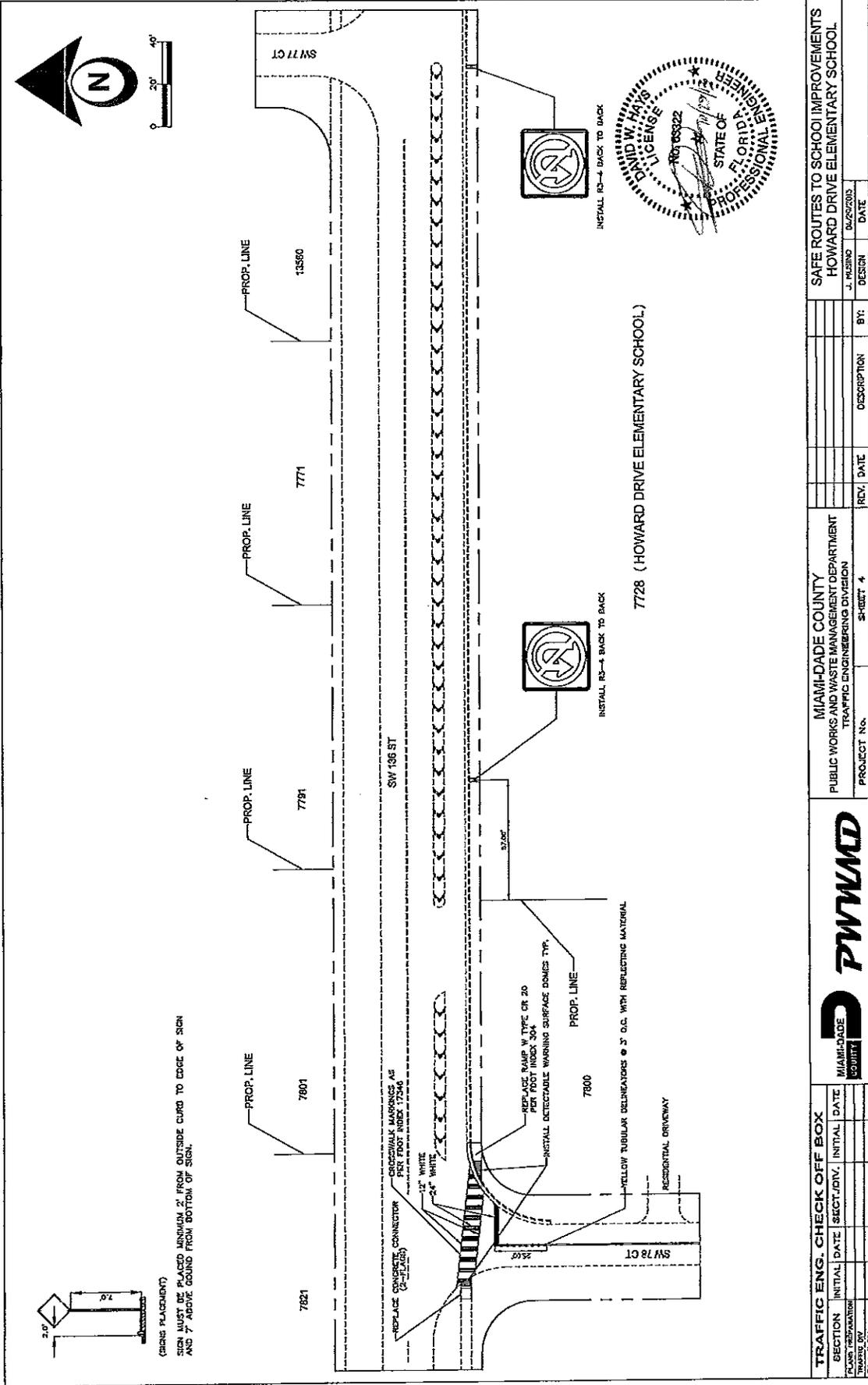
**Howard Elementary School**  
FM 431502-1

Item #	Main Street	Cross Street(s)	Remove New Signage (5x5 Sign)	Remove Existing Signage (5x5 Sign)	Contract New Concrete Connectors (5x5 Sign)	Contract Old and Older (17)	ADA Braille Warning Surface (17)	Sign Panel (LESS THAN 18 SQFT)	Remove Sign Panel	Single Post and Sign (Lamb and Red)	Double Post and Sign (Lamb and Red)	Remove of Sign and Post (Cobble)	Block Concrete 24" Wide (17)	Step Bar 24" Wide (17)	Center and/or Edge Line, 6" Wide	Templates Yarn Band 6"	School Message	Remove Existing Frontal Reading (SF)	Remove Head (Front LED Condition)	Install Fixation (Front Reading)	Remove Fixation (Front Reading)	Other	Comments / Details	
1	SW 136 ST	SW 78 CT	8	2	6	30	30	2															Remove two faces of concrete on SW corner and replace with new concrete with embedded truncated dome. (Also known as detectable warning surface) as shown on the plan sheet. Replace connector on SE corner with a new type CR 20 connector with embedded truncated domes as shown on the plan sheet. Place new markings and delineators as shown on plan sheet at the intersection.	
2	SW 136 ST	Between SW 78 CT and SW 77 CT																					Install R3-4 signs as shown on the plan sheet.	
3	SW 136 ST	SW 77 AV	20	11	8	35	35	7	1			440											Replace two existing concrete connectors on the NW corner with new concrete connectors with embedded truncated domes. Replace two existing concrete connectors on the NE corner with new concrete connectors with embedded truncated domes. Replace existing concrete connector to south of SW corner with a new concrete connector with embedded truncated dome. Replace existing truncated dome on the SW corner with a new CR 3 ramp with embedded truncated dome. Replace truncated dome on the NW corner with a new CR 3 ramp with embedded truncated dome. Place new markings and delineators as shown on the plan sheet. Place new markings and delineators on all 4 legs. Remove existing concrete connector on the south west corner and replace with one ADA compliant R3-4 (F)(S)(M)(18-2)(F)(S) sign on the SW corner facing EB traffic. Place an R10-15 sign on the NW corner facing SB traffic.	
		School Totals:	0	28	13	15	65	65	9	3	0	4	0	0	0	0	0	0	0	0	0	1	2	



REV.	DATE	DESCRIPTION	BY	DESIGN	CHECK	DATE	SPTS

Safe Routes to School (SRTS)  
School Detail Sheet



(SIGN PLACEMENT)  
SIGN MUST BE PLACED MINIMUM 2' FROM OUTSIDE CURB TO EDGE OF SIGN AND 7' ABOVE GROUND FROM BOTTOM OF SIGN.



INSTALL RS-4 BACK TO BACK

INSTALL RS-4 BACK TO BACK

7728 (HOWARD DRIVE ELEMENTARY SCHOOL)

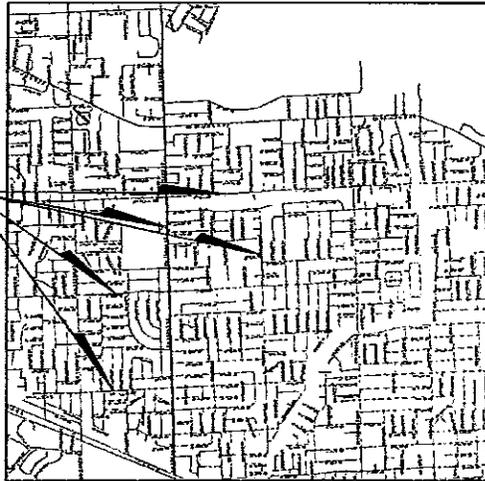
TRAFFIC ENG. CHECK OFF BOX		MIAMI-DADE COUNTY		MIAMI-DADE COUNTY		SAFE ROUTES TO SCHOOL IMPROVEMENTS	
SECTION	INITIAL	DATE	SECTION	INITIAL	DATE	SECTION	INITIAL
PLANS (PREPARED BY)			PUBLIC WORKS AND WASTE MANAGEMENT DEPARTMENT			HOWARD DRIVE ELEMENTARY SCHOOL	
TRAVEL DIV.			TRAFFIC ENGINEERING DIVISION				
TR. & S. DIV.			PROJECT No.	SH-HEET 4		DESIGN	DATE
						BY:	
						REV.	DATE

**PLANS FOR PROPOSED**

**SAFE ROUTES TO SCHOOL - CORAL REEF ELEMENTARY**

S.W. 87th AVENUE FROM S.W. 146th STREET TO S.W. 147th TERRACE,  
 S.W. 82nd AVENUE FROM S.W. 146th STREET TO S.W. 148th DRIVE,  
 S.W. 77th AVENUE FROM S.W. 156th STREET TO S.W. 159th TERRACE,  
~~S.W. 152nd STREET FROM U.S. 1 TO S.W. 67th AVENUE, REMOVED FROM SCOPE~~  
 AND S.W. 160th STREET FROM S.W. 81st AVENUE TO S.W. 79th AVENUE

PROJECT LOCATIONS



INDEX OF ROADWAY PLANS	
SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	TYPICAL SECTIONS
3	GENERAL NOTES
4	SUMMARY OF QUANTITIES
5	PROJECT LAYOUT
6 THRU 30	ROADWAY PLANS
40 THRU 43	REFERENCE POINTS AND ORDINANCES
44	SPECIAL CONSTRUCTION DETAILS

**CONVENTIONAL ROADWAY SYMBOLS**

- ⊠ ELECTRIC BOX
- ⊞ TRAFFIC SIGN
- ⊞ TRAFFIC LIGHT POLE
- ⊞ GATEPOST
- ⊞ DOG VALVE
- ⊞ WATER VALVE
- ⊞ FIRE HYDRANT
- ⊞ MAIL BOX
- ⊞ WATER METER
- ⊞ MANHOLE
- ⊞ CATCH BASIN
- ⊞ POLE
- ⊞ LIGHT POLE
- ⊞ TRAFFIC SIGN
- ⊞ RAIL ROAD CROSSING
- ⊞ TELEPHONE
- ⊞ ANCHOR
- ⊞ METAL FENCE
- ⊞ WOOD FENCE
- ⊞ CHAIN LINK FENCE
- ⊞ PROPOSED LIGHT POLE
- ⊞ EXISTING UTILITY AND DUCTS TO BE REMOVED
- ⊞ EXISTING POLE AND UTILITY TO BE RELOCATED
- ⊞ EXISTING LIGHT FUTURE TO REMAIN

ROADWAY SURV. DRAWINGS  
 TO BE SUBMITTED TO:  
 SUN A. SOTERIO, P.L.C., INC. G-386  
 THE CORRADINO GROUP  
 4055 N.W. 87th AVE., DORAL, FL 33170  
 PH: (305) 594-0735 FAX: (305) 594-0755  
 Certificate of Authorization No. 00007005  
 Vendor ID: 614071-0010

PLANS PREPARED BY:

**CORRADINO**

4055 N.W. 87th Avenue, Doral, Florida, 33178  
 Ph: (305) 594-0735 Fax: (305) 594-0755  
 Certificate of Authorization No. 00007005  
 Vendor ID: 614071-0010

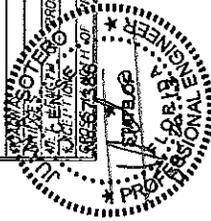
NOTE: THE SCALE OF THESE PLANS MAY  
 HAVE CHANGED DUE TO REVISIONS.



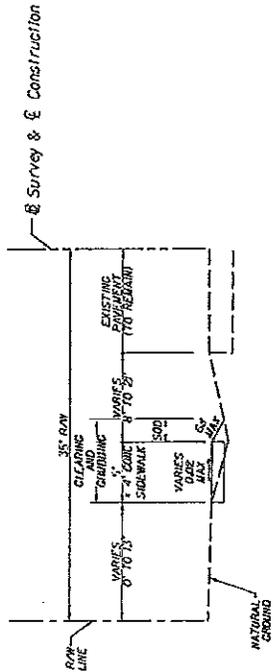
PROJECT LENGTH IS BASED ON E OF CONSTRUCTION

LENGTH OF PROJECT	
LINEAR FEET	MILES
16,954	3.061
16,954	3.061
16,954	3.061

**PREPARED FOR  
 VILLAGE OF  
 PALMETTO BAY**



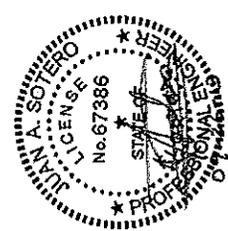
DRAWING FILED  
 OFFICE OF RECORDS: JUNE 4, 2010, P.L.C.  
 P.L.C. NO. 1638



\* 6" CONCRETE SIDEWALK AT DRIVEWAYS, SIDEWALK TO MATCH EXISTING ELEVATIONS UNLESS OTHERWISE NOTED.

TYPICAL SECTION

- SW 87 AVE FROM STA 14+40.61 TO 15+46.02 (LT SIDE)
- SW 82 AVE FROM STA 19+61.41 TO 23+61.21 (RT SIDE)
- SW 77 AVE FROM STA 100+48.98 TO 111+64.31 (RT SIDE)
- SW 160 ST FROM STA 49+51.55 TO 59+94.83 (LT SIDE)



DATE		REVISIONS		DESCRIPTION	
<b>CORRADINO</b> 1000 SW 15th Avenue, Doral, Florida 33126 Professional Engineer (No. 00007885) Certificate of Authorization No. 07205 E.O.R. Juan A. Sotero, P.E.			VILLAGE OF PALMHTO RAY COUNTY MIAMI-DADE PROJECT NUMBER 4022-04		
TYPICAL SECTION				SHEET NO. 2	

GENERAL NOTES

1. B.M. DATA IS NATIONAL GRID/ETIC VERTICAL DATUM OF 1929 UNAD-20.
2. ANY ROADWAY MOVEMENTS WITHIN THE LIMITS OF CONSTRUCTION ARE TO BE PROTECTED. IF IN DANGER OF DAMAGE THE CONTRACTOR SHOULD NOTIFY:  
FLORIDA DEPARTMENT OF NATURAL RESOURCES  
ATTN: ROYAL TAYLOR AND MAPPING  
3000 COMMUNHEALTH BLVD., SUITE 309  
TALLAHASSEE, FLORIDA 32303  
TELEPHONE NO. 904-488-2427

3. OFFSETS ARE FROM CENTER LINE OF CONSTRUCTION TO FRONT OF SIDEWALK UNLESS OTHERWISE NOTED.
4. EXISTING LAND MARKERS AND MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION SHALL BE REFERENCED AND RESET BY THE CONTRACTOR.
5. ALL EXISTING FENCING IS TO REMAIN UNLESS OTHERWISE NOTED ON THE PLANS. ANY FENCING WHICH IS TO REMAIN AND IS DAMAGED SHALL BE REPLACED OR REPAIRED BY THE CONTRACTOR TO ITS ORIGINAL CONDITION AT NO ADDITIONAL COST TO THE VILLAGE OF PALMETTO BAY.

6. ALL EXISTING TREES ARE TO REMAIN UNLESS OTHERWISE NOTED ON THE PLANS. CONTRACTOR SHALL EXERCISE CARE NOT TO DAMAGE ANY TREE THAT IS TO REMAIN WITHIN THE CONSTRUCTION LIMITS. TREES TO BE REMOVED AS DIRECTED BY THE CITY INSPECTOR MUST BE INCLUDED IN THE COST OF CLEARING & GRUBBING. ANY BACK FILL SHALL BE CLEAN OF ROCKS & LIMESTONE.
7. EXISTING STRUCTURES AND IMPROVEMENTS WHICH ARE TO REMAIN IN PLACE SHALL BE PROTECTED. THESE INCLUDE BUT ARE NOT LIMITED TO BUILDING SEWERS, DRAINAGE WATER OR GAS PIPES, CONDITING, POLES, WALL, PORTS, ETC. ANY DAMAGE DURING CONSTRUCTION SHALL BE COORDINATED WITH UTILITY REPRESENTATIVES AND REPLACED AT NO ADDITIONAL COST TO THE VILLAGE OF PALMETTO BAY.

8. BEARINGS ARE BASED ON AN ASSUMED MERIDIAN.
9. FOR DEMONSTRATION DATA AND REFERENCE POINTS SEE SHEETS 40 THRU 43.
10. CONTRACTOR SHALL PROTECT EXISTING FIRE HYDRANT BOLLARDS AND/OR PROVIDE NEW BOLLARDS IF INDICATED ON PLANS AT NO ADDITIONAL COST TO THE VILLAGE OF PALMETTO BAY.
11. ALL POWER POLES TO REMAIN UNLESS OTHERWISE INDICATED.
12. CONTRACTOR TO SAND-BLAST ANY EXISTING PAVEMENT MARKINGS THAT ARE IN CONFLICT WITH PROPOSED PAVEMENT MARKINGS.
13. CONTRACTOR SHALL NOTIFY PROPERTY OWNERS AND THE CITY 30 DAYS PRIOR TO CONSTRUCTION TO COORDINATE RELOCATION OF ANY EXISTING LANDSCAPING AND IRRIGATION SYSTEMS THAT ARE THAT ARE IN CONFLICT WITH PROPOSED IMPROVEMENTS.

MAINTENANCE OF TRAFFIC NOTES

14. ALL MAINTENANCE OF TRAFFIC MUST BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION DESIGN STANDARDS FISCAL YEAR 2004, INDEX 600 SERIES, AND MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES PART VI.
15. ALL WORK SHALL BE PERFORMED DURING DAYTIME ONLY (6:00 AM TO 6:00 PM).
16. REGULATORY SPEED ESTABLISHED WITHIN WORK ZONE TRAVEL LANE SHALL BE THE POSTED SPEED (30 MPH AND 35 MPH).
17. LANE CLOSURES SHALL NOT BE PERMITTED DURING SCHOOL SPEED ZONE HOURS WHERE SUCH CLOSURES WILL AFFECT TRAFFIC FLOWING IN THE VICINITY OF THE SCHOOL SPEED ZONES.

ENVIRONMENTAL NOTES

18. ANY MATERIAL TO BE STOCKPILED FOR PERIODS GREATER THAN 24 HOURS SHALL BE PROTECTED BY APPROPRIATE EROSION CONTROL DEVICES.
19. THE CONTRACTOR SHALL REVIEW ENVIRONMENTAL REQUIREMENTS OF ANY PROPOSED STAGING AREAS SEVENTY-TWO (72) HOURS PRIOR TO USE.
20. NO STAGING WITHIN OR ADJACENT TO CORAL REEF PARK, CORAL REEF ELEMENTARY OR ANY OTHER ENVIRONMENTAL SENSITIVE AREAS.
21. ALL EXISTING LANDSCAPING IS TO REMAIN UNLESS OTHERWISE DESIGNATED ON THE PLANS.
22. THE CONTRACTOR SHALL NOT STAGE OR OPERATE EQUIPMENT WITHIN THE DRILLING OF TREES.
23. TREE PROTECTION IS TO BE INSTALLED AROUND ALL TREES WHERE CONSTRUCTION ACTIVITIES WILL BE WITHIN 3 FEET OF THE DRILLING OF THE TREE.

CONSTRUCTION PHASE NOTES

- PHASE I
1. SET UP WORK ZONE FOR PHASE I IN ACCORDANCE WITH INDEX NO. 602 AND 605. CONSTRUCT SIGNALS AND RELOCATE EXISTING SIGNS.
- PHASE II
1. INSTALL PAVEMENT MARKINGS.



DATE	REVISIONS	DESCRIPTION	DATE	BY	CHECKED	APPROVED	SHEET NO.	3	
									CORRADINO
10-28-2010		10-28-2010		CORRADINO		CORRADINO		4022-04	
10-28-2010		10-28-2010		CORRADINO		CORRADINO		4022-04	
10-28-2010		10-28-2010		CORRADINO		CORRADINO		4022-04	
10-28-2010		10-28-2010		CORRADINO		CORRADINO		4022-04	
10-28-2010		10-28-2010		CORRADINO		CORRADINO		4022-04	
10-28-2010		10-28-2010		CORRADINO		CORRADINO		4022-04	
10-28-2010		10-28-2010		CORRADINO		CORRADINO		4022-04	
10-28-2010		10-28-2010		CORRADINO		CORRADINO		4022-04	

**SUMMARY OF QUANTITIES**  
**SUMMARY OF ROADWAY PAY ITEMS**

PAY ITEM No.	ITEM	UNIT	TOTAL QUANTITIES
101-1	MOBILIZATION	LS	1
102-1	MAINTENANCE OF TRAFFIC	LS	1
103-1	CLEARING AND GRUBBING	LS	1
405-4	INLET ADJUST	EA	1
520-1	CONCRETE SIDEWALK 14" THICK	SF	1400
520-2	CONCRETE SIDEWALK 6" THICK	SF	237
520-4	DETECTABLE WARNING SURFACE	EA	104
520-5	PERFORMANCE TUBE, SOG (PERSQUOLA BAMA OR MATCH EXISTING)	SF	1400
700-20-10	EXISTING SIGNS TO BE RELOCATED	AS	29
711-1-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	LF	2,072
711-1-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	LF	346
711-1-124	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18"	LF	27
711-1-11	THERMOPLASTIC, STANDARD OTHER SURFACE, WHITE, SOLID, 6"	HM	6004
711-1-20	THERMOPLASTIC, STANDARD OTHER SURFACE, YELLOW, SOLID, 6"	HM	6082
711-0	THERMOPLASTIC, REARVIEW EXISTING	SF	797
925-25	CURTAINMENT	LS	1

**PAY ITEM NOTES:**

101-1 INCLUDES ALL ITEMS AND SERVICES FOR MAINTENANCE OF TRAFFIC, INCLUDING CONSTRUCTION SIGNS, TEMPORARY PAVEMENT AND DETOURS IF REQUIRED, ALSO INCLUDES THE REMOVAL OF CONFLICTING STRIPPING.

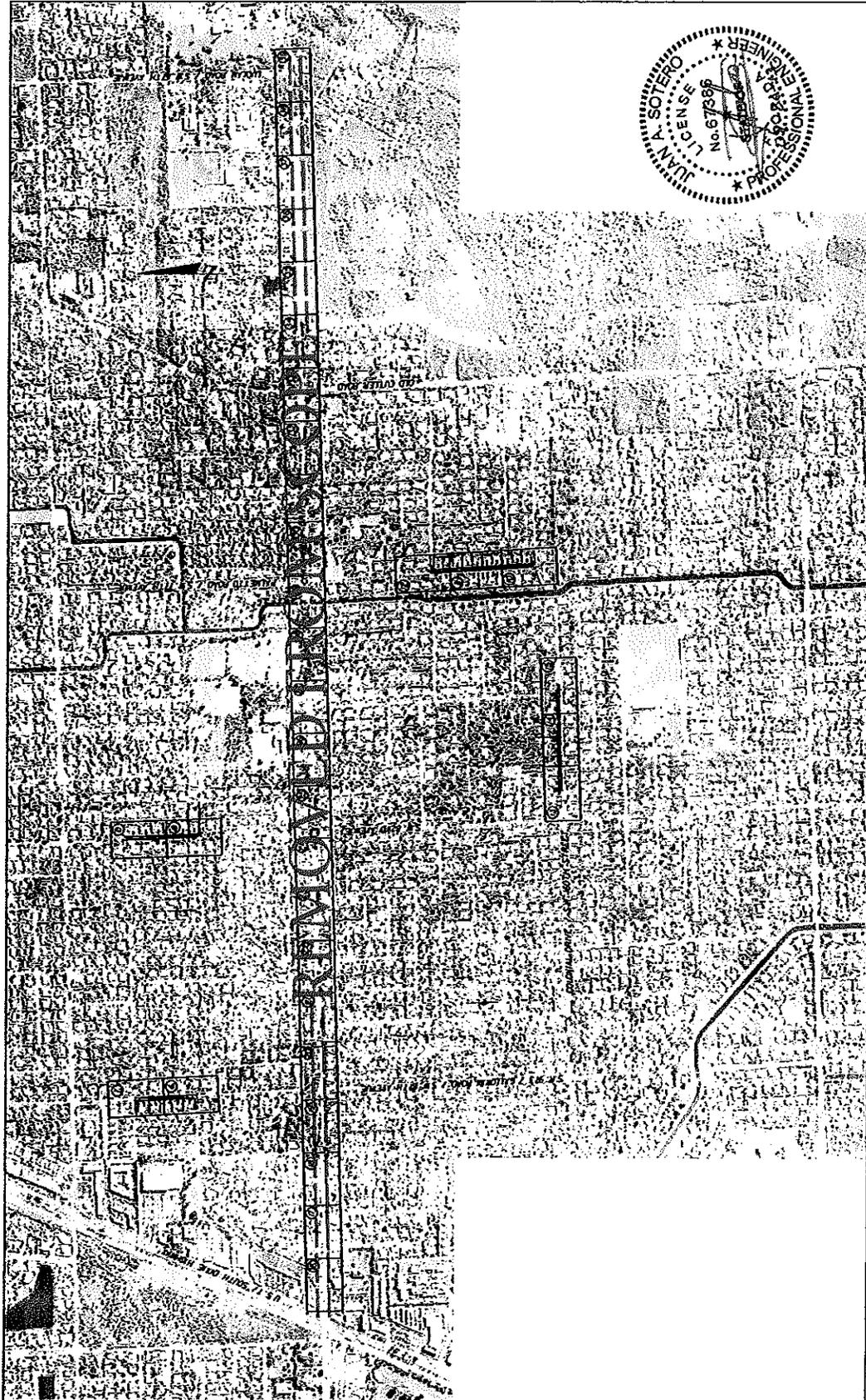
102-1 INCLUDES COST OF REMOVAL 33% SF OF CONCRETE SIDEWALK, TO BE DISPOSED OF BY CONTRACTOR IN LEGAL AREAS PROVIDED BY HAWAII. ALSO, INCLUDES COST OF RELOCATION OR REMOVAL OF TREES. ALSO INCLUDES COST OF TREE PRUNING AND ROOT BARRIERS. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY PERMITS REQUIRED.

520-1 INCLUDES COST OF REMOVAL & DISPOSAL OF EXISTING RELATED ITEMS OUTSIDE CLEARING AND GRUBBING LIMITS, AND ALL LABOR AND MATERIAL TO COMPLETE THE WORK, INCLUDES COST FOR SUBSEQUENT EXCAVATION AND SOF CUTTING OF THE EXISTING DRIVEWAYS REQUIRED FOR THE REMOVAL OF THE PROPOSED 7" AND 6" CONCRETE SIDEWALK. THE CONTRACTOR IS RESPONSIBLE FOR ALL SITE WORK AND CONSTRUCTION SUPERVISION REQUIRED TO MEET ROADWAY SPECIFICATIONS WHEN PLACING CONCRETE.

520-1-2 INCLUDES THE INSTALLATION OF SOG WHERE EXISTING SIDEWALK IS TO BE REMOVED UNLESS OTHERWISE NOTED ON PLANS.



<b>CORRADINO</b> 4652 NW 97th Avenue, Doral, Florida, 33178 Professional Engineer License No. 0002700 Certificate of Authorization No. 0002700 E.O.R. Juan A. Sotero, P.E.		VILLAGE OF PALMETTO BAY PROJECT NUMBER 4022-01	SHEET NO. 1
DATE		SCALE	DATE



DATE: 12-20-2017		PROJECT: PALMETTO BAY		SHEET NO. 5	
DRAWN BY: J.A.S.		PROJECT NUMBER: 4022-04		PROJECT TITLE: PROJECT LAYOUT	
<b>CORRADINO</b> 4255 N.W. 57th Avenue, Doral, Florida, 33178 Registered Professional Engineer Certificate No. 67386 S.O.E. Juan A. Sotero, P.E.		VILLAGE OF <b>PALMETTO BAY</b> GRANT: MIAMI-DADE PROJECT NUMBER: 4022-04			



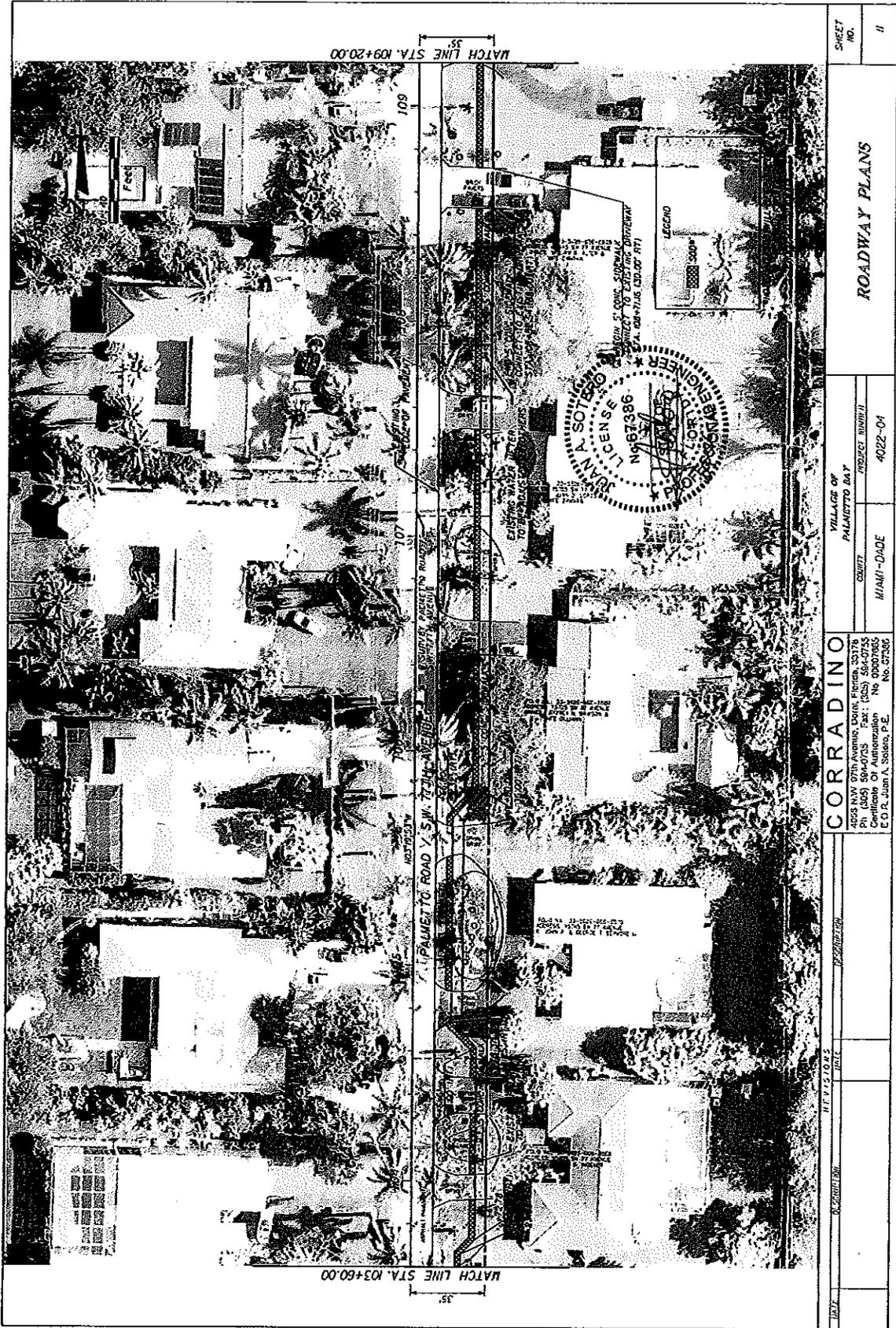


CORRADINO		VILLAGE OF PALMETTO BAY		SHEET NO. 7	
18-2202-106		PROJECT NUMBER 4022-01		DATE 11/11/78	
18-2202-106		COUNTY MIAMI-DADE		DATE 11/11/78	
18-2202-106		E.O.R. Juan A. Sotero, P.E.		No. 07386	
18-2202-106		Certificate of Authorization No. 0007062		No. 07386	
18-2202-106		Professional Engineer No. 3178		No. 07386	
18-2202-106		Professional Engineer No. 3178		No. 07386	
18-2202-106		Professional Engineer No. 3178		No. 07386	







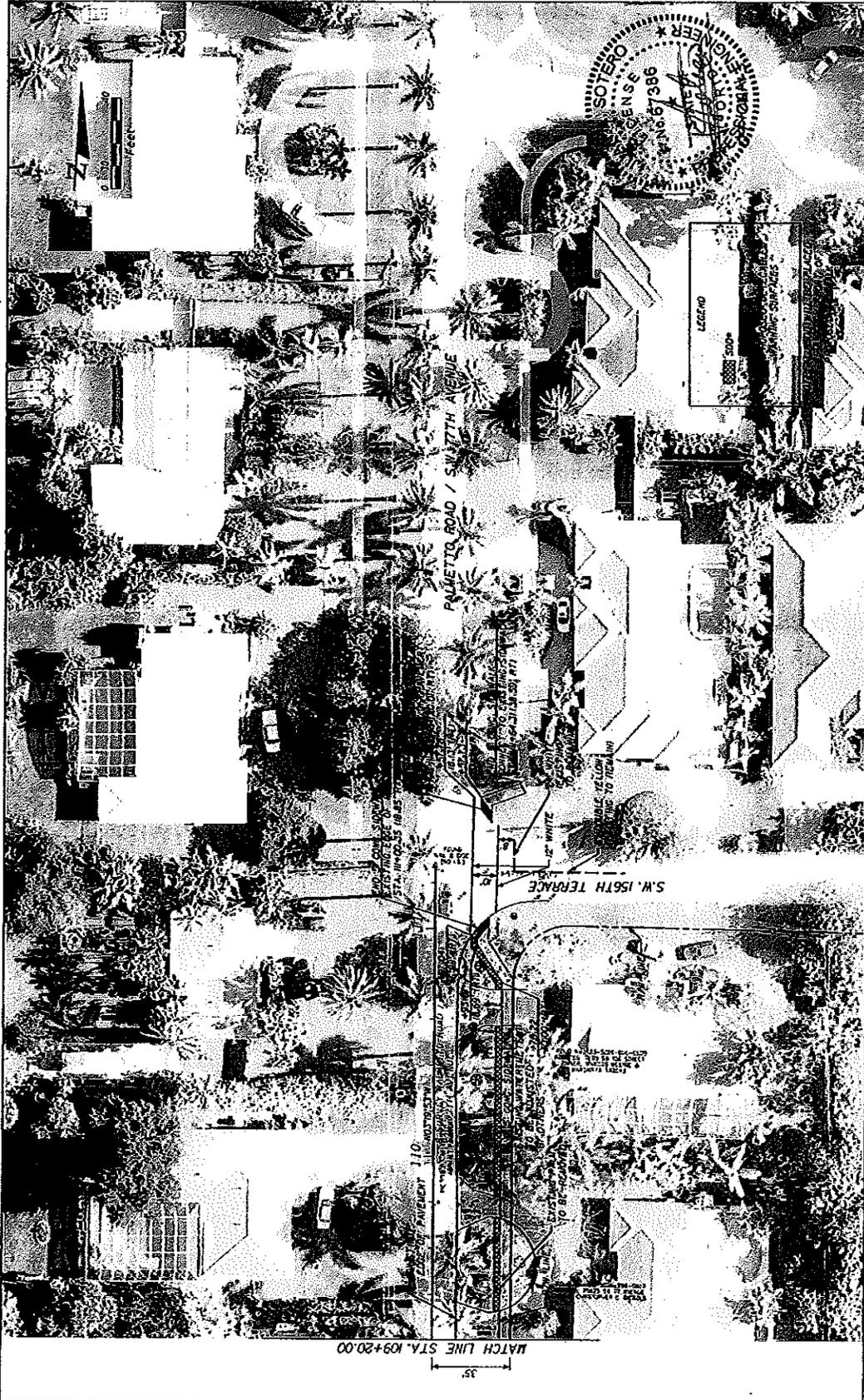


**CORRADINO**  
 2525 N.W. 30th Avenue, Doral, Florida, 33176  
 P.O. Box 30000, Doral, Florida, 33130  
 Certificate of Authorization No. 00007065  
 E.O.R. Juan A. Solano, P.E.

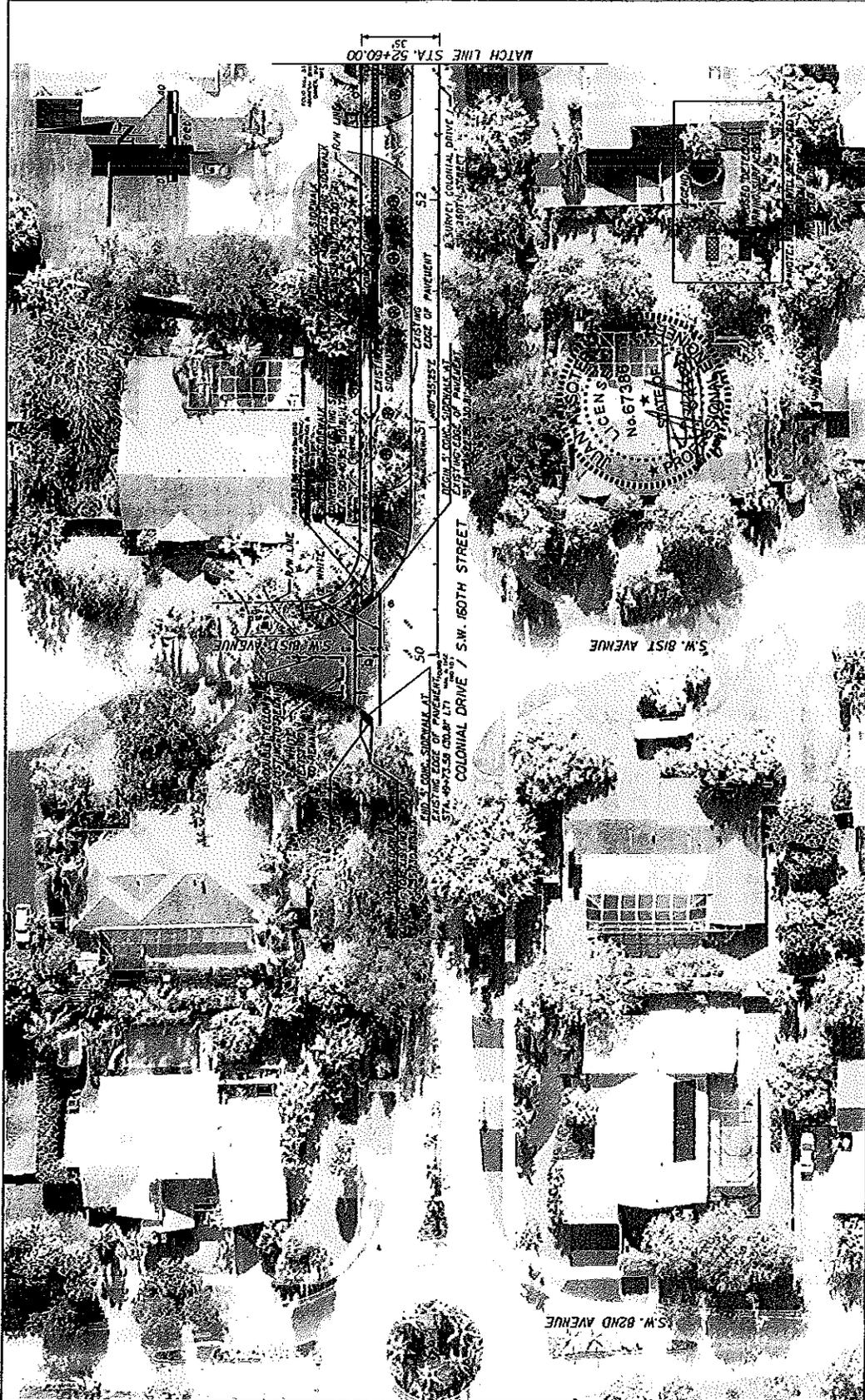
**VILLAGE OF PALMISTO BAY**  
 COMMITTEE  
 MIAMI-DADE  
 4022-01

SHEET NO. 11

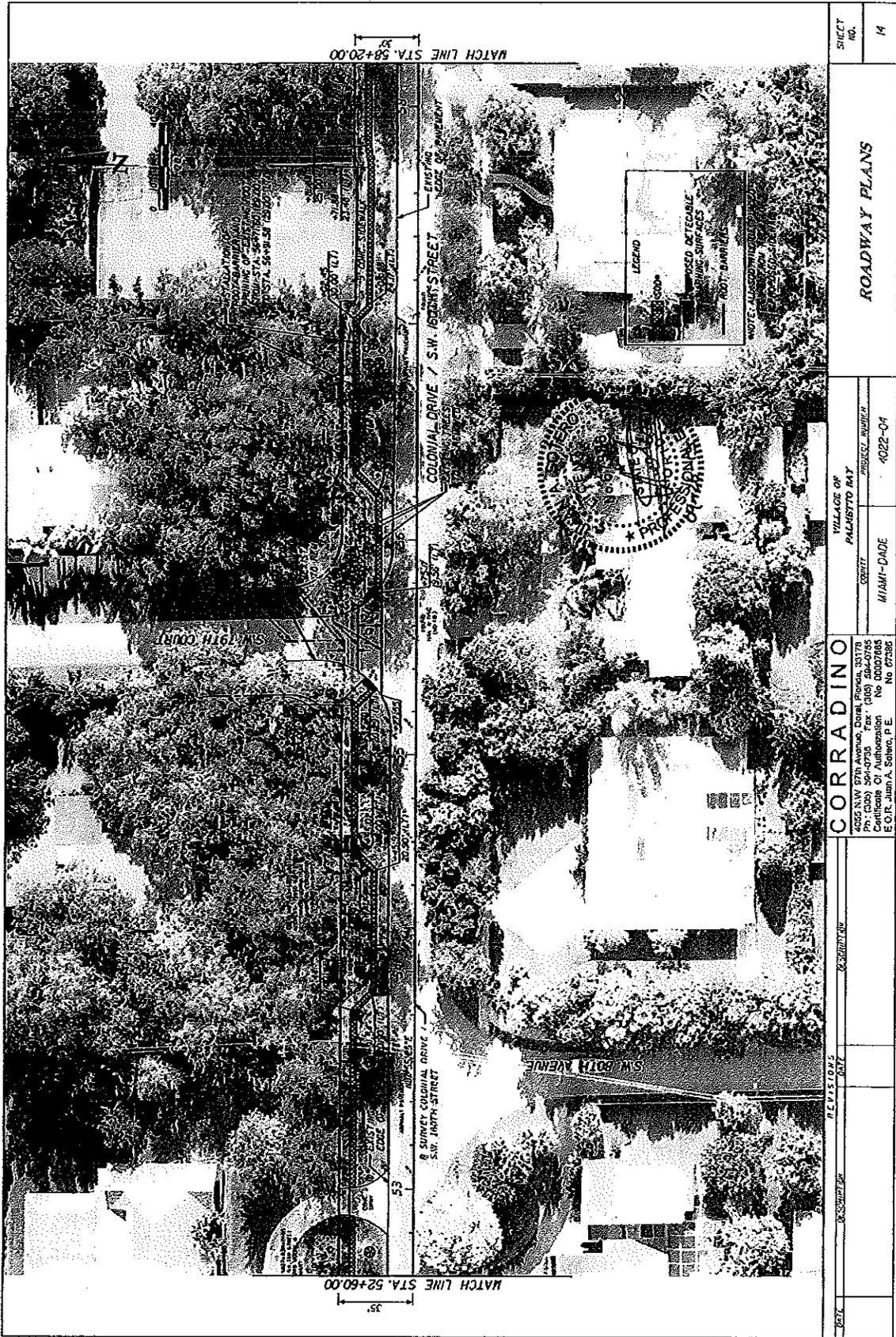
**ROADWAY PLANS**



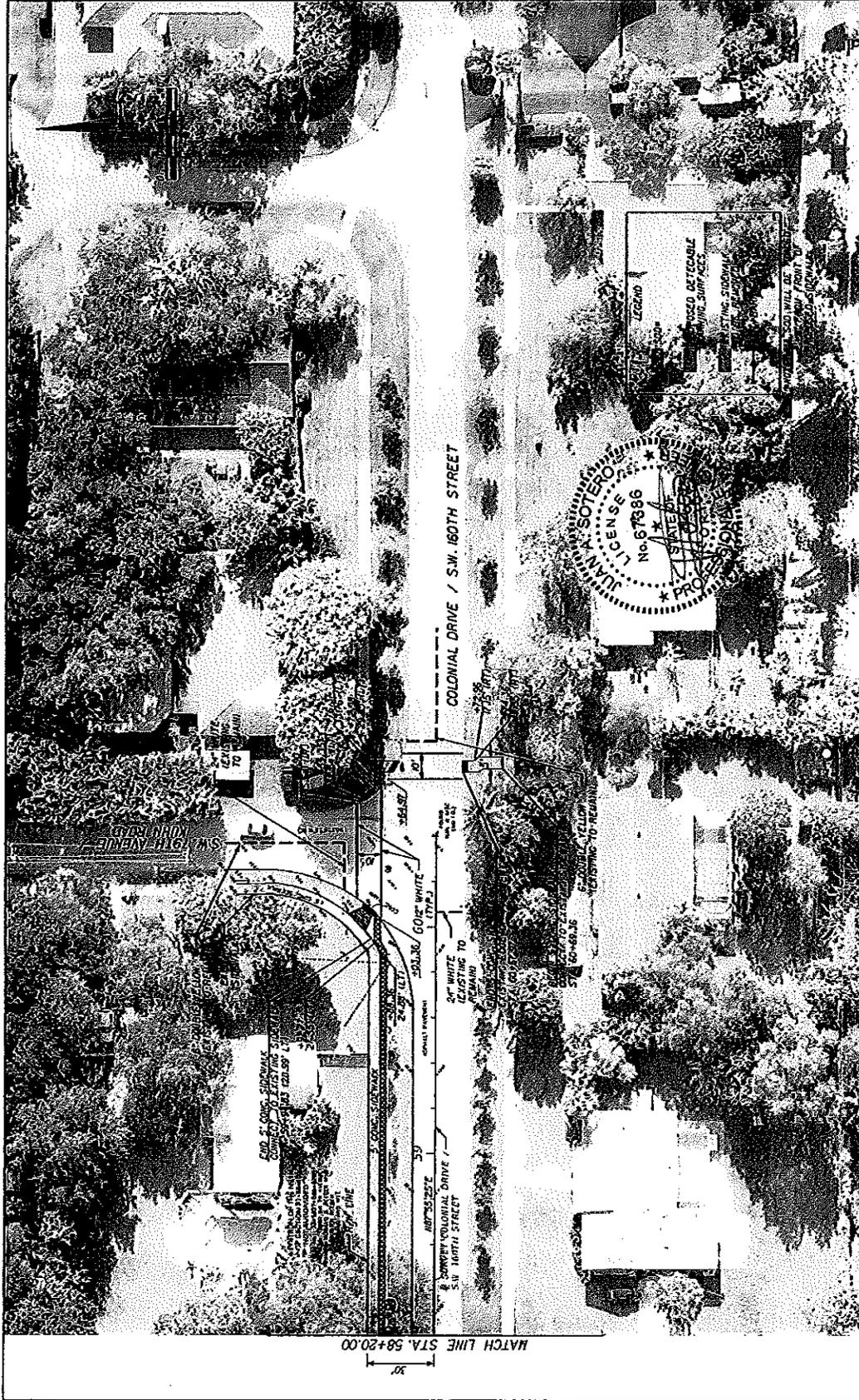
CORRADINO		VILLAGE OF PALMETTO BAY		SHEET NO. 12	
JAMES W. CORRADINO, CIVIL ENGINEER, No. 67385 P.O. BOX 504025, MIAMI, FL 33150, 305-544-0735 Certificate of Authorization No. 00007655 E.O.R. Juan A. Solera, P.E. No. 67385		COUNTY MIAMI-DADE PROJECT NUMBER 4022-01		DRAWN BY CHECKED BY DATE	
PROJECT TITLE ROADWAY PLANS		SCALE		DATE	



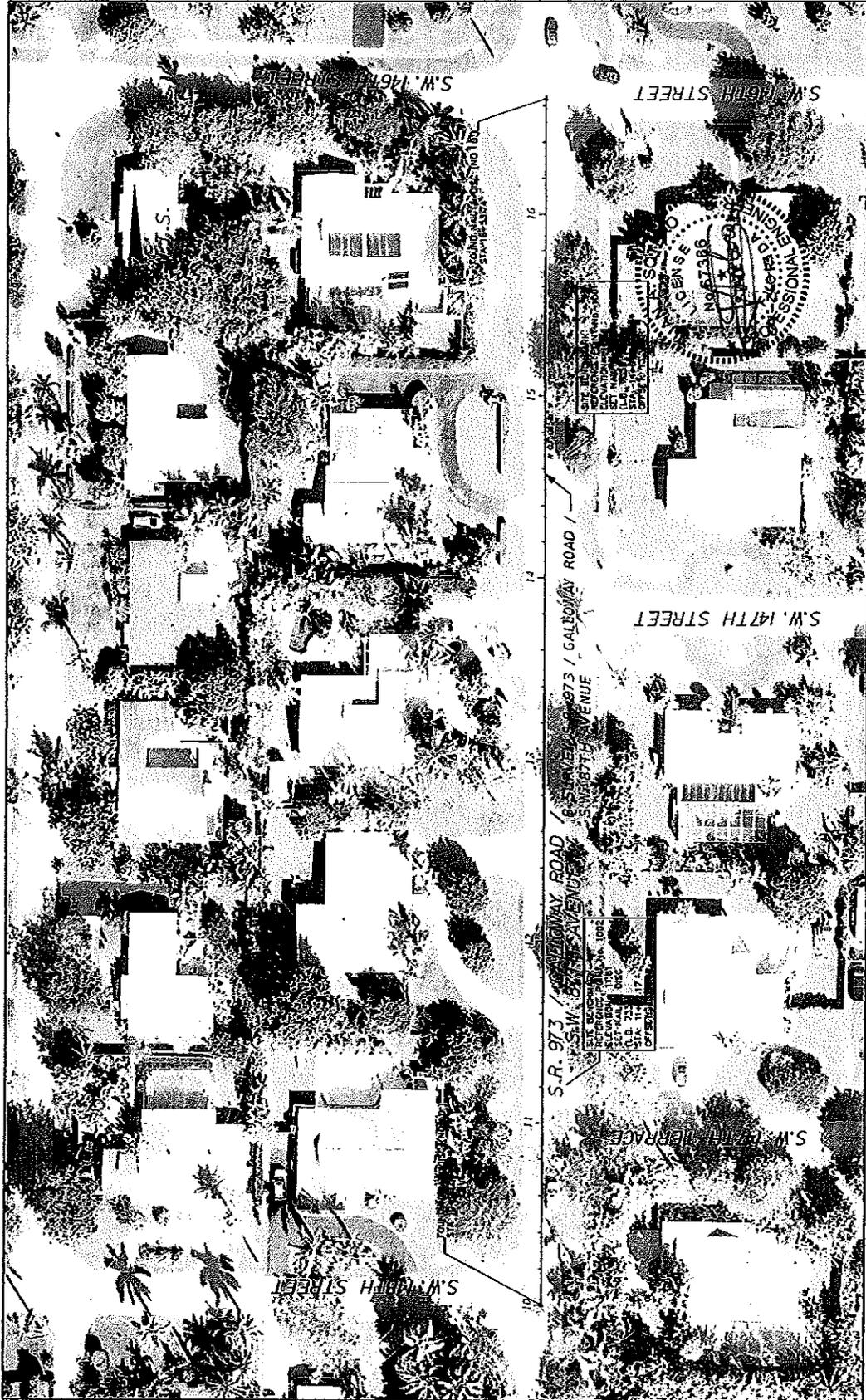
DATE		REVISION	DESCRIPTION	CORRADINO		VILLAGES OF PALMISTO BAY		ROADWAY PLANS		SHEET NO.
				PROFESSIONAL ENGINEER No. 67385 STATE OF FLORIDA License No. 67385		COUNTY MIAMI-DADE		PROJECT NUMBER 4022-01		13
				E.O.R. Juan A. Solera, P.E. Certificate of Authorization No. 00007855 No. 67385						



<b>CORRADINO</b> JUAN A. CORRADINO, Principal Professional Seal No. 30778 Certificate of Authorization No. DD007885 E.O.R. Juan A. Schero, P.E. No. 07286		VILLAGE OF <b>PALMBITO RAY</b> COMMITTEE MIAMI-DADE	PROJECT NUMBER 4022-Q1	SHEET NO. 14
ROADWAY PLANS		DATE: 11/20/2012 DRAWN BY: JAC CHECKED BY: JAC		



DATE	DESCRIPTION	REVISION	BY
<b>CORRADINO</b>			
REGISTERED PROFESSIONAL ENGINEER No. 35435 State of Florida E.O.R. Juan A. Solors, P.E. No. 07236			
VILLAGES OF PALMETTO MAY COUNTY MIAMI-DADE		PROJECT NUMBER 4022-04	
ROADWAY PLANS		SHEET NO. 15	



DATE	DESCRIPTION	REVISIONS	PROJECT NUMBER	PROJECT NUMBER	SHEET NO.
			MIAMI - DADE	4022-04	40
<b>CORRADIO</b> 4000 N.W. 97th Avenue, Doral, Florida, 33178 Ph: (305) 584-0735 Fax: (305) 394-0755 Certificate of Authorization No. 00007605 E.O.R. Juan A. Solero, P.E. No. 07296			<b>REFERENCE POINTS AND BENCHMARKS</b>		
<b>VILLAGE OF PALMETTO BLVD</b> <b>EMBIT MIAMI - DADE</b>					

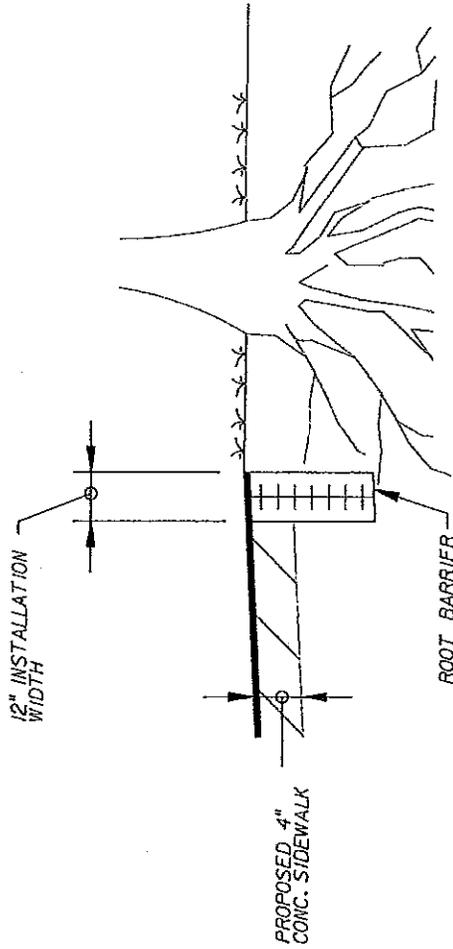


CORRADINO		VILLAGE OF PALMETTO BAY		SHEET NO.	
1500 N.W. 57th Ave., Coral Gables, FL 33178 P.O. Box 407076, Coral Gables, FL 33140 Certificate of Authorization No. 00007035 F.O.R. Juan A. Sotero, P.E. No. 67780		COMM. MIAMI-DADE PROJECT NUMBER 4022-04		41	
S.W. 148TH DRIVE		S.W. BAYVIEW AVENUE		REFERENCE POINTS AND BENCHMARKS	
S.W. 148TH DRIVE		S.W. 146TH STREET		DATE	



CORRADINO 1885 NW 13TH STREET, Coral Gables, FL 33134 P.O. BOX 104-0725, Coral Gables, FL 33109 Certificate of Authorization No. 00007065 E. O. R. Junco, P.E. No. 67365		VILLAGE OF PALMETTO RAY PROJECT NUMBER MIAMI-DADE 4022-04		REFERENCE POINTS AND BENCHMARKS		SHEET NO. 42	
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ROOT BARRIER DETAIL  
(N.T.S.)

NOTE: ALL ASSOCIATED COSTS TO BE INCLUDED UNDER PAY ITEM 522-1

REVISIONS		DESCRIPTION		VILLAGE OF PALM BEACH		SPECIAL CONSTRUCTION DETAILS		SHEET NO.	
NO.	DATE			PROJECT	GRANT	PROJECT NUMBER			
						4022-01			44
CORRADINO				M/MIAMI-DADE					
4025 N.W. 17th Avenue, Fort Lauderdale, FL 33322 Ph: (305) 584-0725 Fax: (305) 584-0755 Certificate of Authorization No. 00007685 E.O.R. Juan A. Sotero, P.E. No. 67386									

**CONTINUING SERVICES**

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

**Between**

**VILLAGE OF PALMETTO BAY, FLORIDA**

**And**

**Stantec Consulting Services, Inc.**

**CONTINUING SERVICES**

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

**Between**

**VILLAGE OF PALMETTO BAY, FLORIDA**

**And**

**Stantec Consulting Services, Inc.**

**THIS AGREEMENT** is made between the Village of Palmetto Bay, Florida, a Florida municipal corporation, (hereinafter referred to as the "village ") and Stantec Consulting Services, Inc. licensed and authorized to do business in the State of Florida, (hereinafter referred to as the "consultant "), whose place of business is 901 Ponce de Leon Blvd. Suite 900, Coral Gables, Florida 33134

**WHEREAS**, pursuant to section 287.055, Florida Statutes, the village requested qualifications from qualified engineers and selected the consultant to provide professional *Structural Engineering, Architecture, 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:

- 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
- m. Public Works permitting and inspections.

<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.

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/WAIVER 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:**

Stantec Consulting Services, Inc.  
901 Ponce de Leon Blvd. Suite 900  
Coral Gables, Florida 33134  
Telephone: (305) 445-2900  
Facsimile: (305) 445-3366

### **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.

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ATTEST:

VILLAGE OF PALMETTO BAY

Melissa F. Alexander  
Village Clerk

PEEP Ron E. Williams  
By: Ron E. Williams, Village Manager

Date: 6-20-13

APPROVED AS TO FORM:

Greg A. Burt  
Village Attorney

ATTEST:

Stantec Consulting Services, Inc.

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

Date: 6-21-13

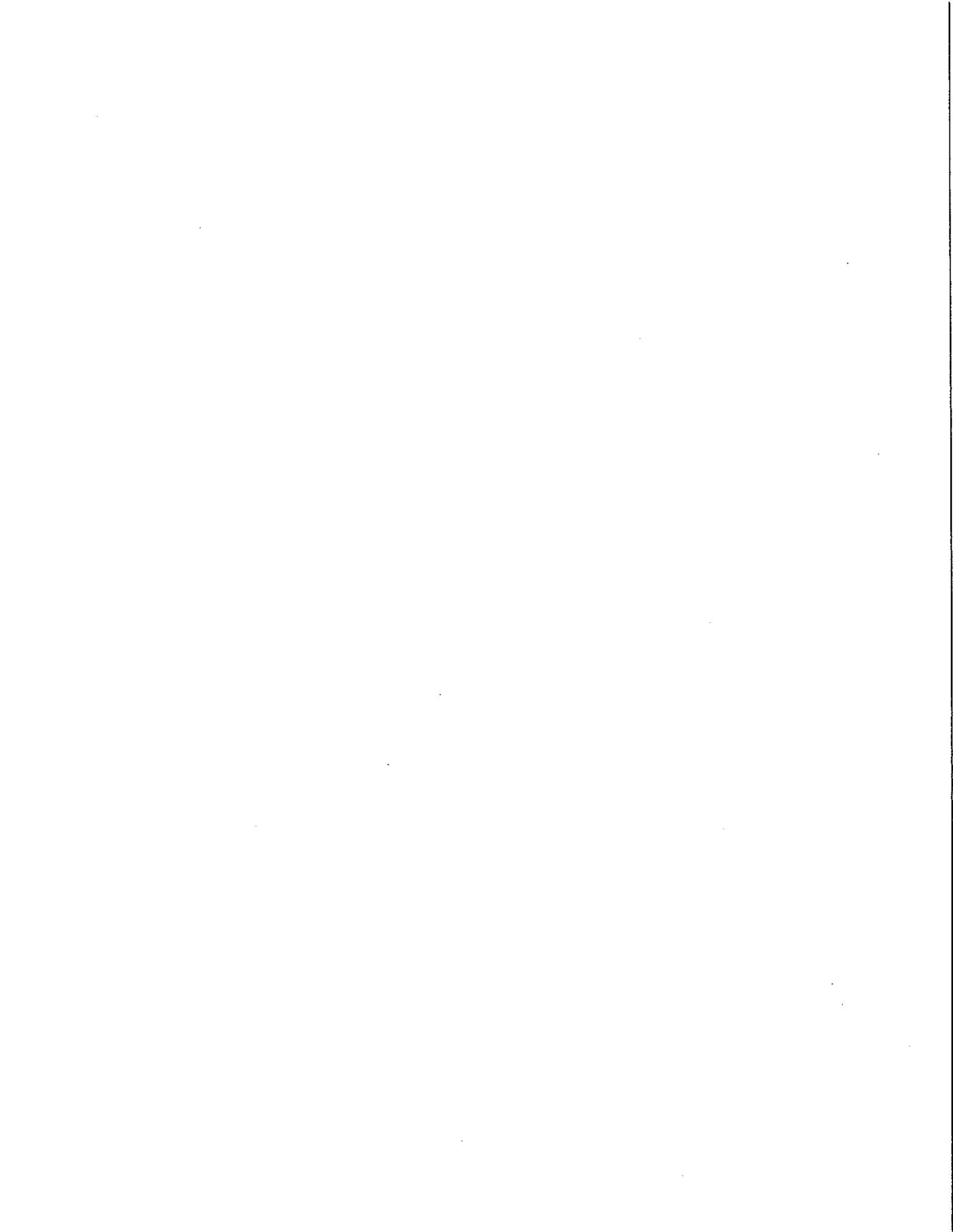
WITNESSES:

Sean Compel

Print Name: Sean Compel

Marlon Medika

Print Name: Marlon Medika



**EXHIBIT "A"**

**PROJECT AGREEMENT**

Between

VILLAGE OF PALMETTO BAY, FLORIDA

And

Stantec Consulting Services, Inc.

For

Work Order No. 1314-014

CEI Services SRTS Infrastructure Priority 1 Howard Drive  
and Coral Reef Elementary School Improvements

PROJECT AGREEMENT  
Between

THE VILLAGE OF PALMETTO BAY, FLORIDA

And

Stantec Consulting Services, Inc.

For

Work Order No. 1314-014

CEI Services SRTS Infrastructure Priority 1 Howard Drive  
and Coral Reef Elementary School Improvements

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

Attend pre-construction conference and prepare minutes, perform limited Construction Engineering Inspections (approximately 10 hrs/wk) and submit reports, review shop drawings, review the Contractor's Application for Payment and submit recommendation to the Village, perform project closeout with Contractor including final inspection, punch list, final Application for Payment review, and submit Letter of Completion.

### **SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE**

3.1 **Term.** This project agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect, unless otherwise terminated pursuant to section 6 or other applicable provisions of this project agreement. The village manager, in his sole discretion, may extend the term of this agreement through written notification to the consultant. The extension shall not exceed 30 days. No further extensions of this agreement shall be effective unless authorized by the village council.

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

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the consultant shall commence services to the village on the Commencement Date, and shall continuously perform services to the village, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this agreement as Exhibit "2". The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the project or the date of actual completion of the project, whichever shall last occur, shall constitute the Contract Time.

3.4 **Liquidated Damages.** Unless otherwise excused by the village in writing, in the event that the consultant fails to meet to the contract time for completion of services as determined by the Project Schedule, the consultant shall pay to the village the sum of dollars identified below per day for each and every calendar day unexcused delay beyond the completion date, plus approved time extensions, until completion of the project: \$500.00 per day. The consultant may claim extension if the factors involved are not under their direct control.

Any sums due and payable hereunder by the consultant shall be payable, not as a penalty, but as liquidated damages representing and estimate at or before the time of executing this agreement. When the village reasonably believes that completion will be inexcusably delayed, the village shall be entitled, but not required, to withhold from any amounts otherwise due the consultant an amount then believed by the village to be adequate to recover liquidated damages applicable to the delays. If and when the consultant overcomes the delay in achieving

completion, or any part thereof, for which the village has withheld payment, the village shall promptly release to the consultant those funds withheld, but no longer applicable, as liquidated damages.

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

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

4.1 **Lump Sum Compensation.** Village agrees to pay consultant as compensation for performance of all services described in Exhibit "2" \$26,960.00. [OR, IF HOURLY, "VILLAGE AGREES TO PAY CONSULTANT COMPENSATION AT CONSULTANT'S HOURLY RATES, UP TO A MAXIMUM AMOUNT NOT TO EXCEED \$26,960.00.]

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.

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**ATTEST:**

**VILLAGE OF PALMETTO BAY**

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

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

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

**APPROVED AS TO FORM:**

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

**ATTEST:**

Stantec Consulting Services, Inc.

By: \_\_\_\_\_  
Ramon Castella, PE, LEED, AP  
Vice President

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

**WITNESSES:**

\_\_\_\_\_

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

\_\_\_\_\_

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

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RESOLUTION NO. 2014-21

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE SAFE ROUTES TO SCHOOL INFRASTRUCTURE PRIORITY 1 FOR HOWARD DRIVE ELEMENTARY AND CORAL REEF ELEMENTARY SCHOOL IMPROVEMENTS; APPROVING THE SELECTION OF WRANGLER CONSTRUCTION, INC., TO PROVIDE CONSTRUCTION SERVICES; AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER AND APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$159,553.56; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, The Village of Palmetto Bay entered into an Interlocal Agreement with Miami-Dade County Metropolitan Planning Organization on February 1, 2010 for the development of a SRTS Study.; and,

**WHEREAS**, Safe Route projects were developed for both Howard Drive (HD) Elementary and Coral Reef (CR) Elementary based on the steering committees input, review of several planning factors including examination of the school boundary, aerial photography, existing and future land uses, crash data, traffic counts, post speed limits, and location of traffic control devices; and,

**WHEREAS**, priority SRTS roadway and traffic improvement projects within a two (2) mile radius of HD and CR consist of sidewalks, safer crosswalks, pavement striping and markings, ADA compliance and turn restriction signage; and,

**WHEREAS**, the final report documents recommendations for each of the individual SRTS studies that were accepted by Village Council at the April 2011 Council meeting; and,

**WHEREAS**, submitted a SRTS infrastructure funding applications for HD and CR to FDOT in April of 2011 to solicit funding to implement the recommendations of the individual SRTS studies, and;

**WHEREAS**, FDOT announced on October 19, 2011 the selection of HD and CR for funding of improvements requested through the FDOT SRTS Program in amounts not to exceed the allocated funding (HD \$5,670 and CR \$133,160) and the funding years for the proposed improvements shall be in accordance with Exhibit 1; and,

**WHEREAS**, The design of SRTS improvements for HD was prepared by Miami-Dade Traffic Engineering Division and CR improvements were designed by the Corradino Group in FY 2012-2013.; and,

**WHEREAS**, on November 19, 2013 FDOT issued a letter of authorization for the Village to proceed with the advertisement for a competitive bid for the construction work in accordance with the terms outlined in the LAP agreement; and,

1  
2       **WHEREAS**, a competitive bid process was followed for construction services for Howard  
3 Drive Elementary and Coral Reef Elementary SRTS infrastructure improvements with the issuance  
4 of Request for Proposal (RFP) No.1314-11-001 on December 10, 2013; and,  
5

6       **WHEREAS**, after a thorough analysis by Village Administration of the bid submittals for  
7 RFP 1314-11-001 it was found that Wrangler Construction Inc. was the lowest, most  
8 responsive and responsible bidder; and,  
9

10       **WHEREAS**, the Department of Public Works recommended and FDOT concurs with the  
11 recommendation of award to Wrangler Construction, Inc. as they submitted the lowest, most  
12 inclusive and responsible bid for construction of priority 1 infrastructure improvements for HD and  
13 CR in accordance with RFP No.1314-11-001 in the amount of \$159,553.56.; and,  
14

15       **WHEREAS**, construction services will be funded with Federal Aid Funds that are provided  
16 through FDOT for SRTS projects in the amount of \$120,130.00; and,  
17

18       **WHEREAS**, the balance of the contract amount of \$39,423.56 will be funded CITT  
19 Transportation revenue; and,  
20

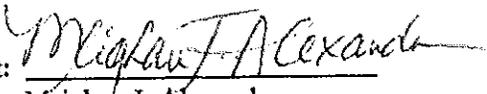
21       **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE**  
22 **COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**  
23

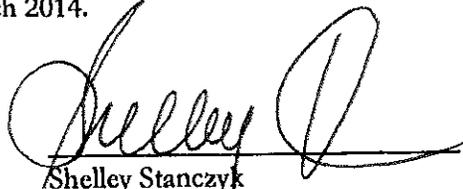
24       **Section 1:** The Village Manager is authorized to enter into an agreement with Wrangler  
25 Construction, Inc. construction of priority 1 infrastructure improvements for HD and CR in  
26 accordance with RFP No.1314-11-001 in an amount not to exceed \$159,553.56.  
27

28       **Section 2:** This resolution shall take effect immediately upon approval.  
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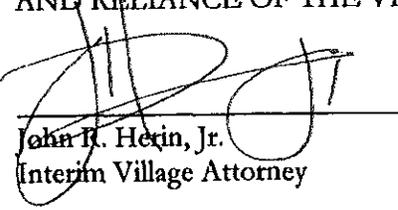
30       **PASSED and ADOPTED** this 3rd day of March 2014.  
31

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33  
34       Attest:

  
35       Meighan J. Alexander  
36       Village Clerk

  
37       Shelley Stanczyk  
38       Mayor

39       APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE  
40       AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:  
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42       John R. Herin, Jr.  
43       Interim Village Attorney  
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FINAL VOTE AT ADOPTION:

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



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To: Honorable Mayor and Village Council

Date: August 29, 2014

From: Ron E. Williams, Village Manager

Re: Palmetto Bay Park – Playground  
Renovations

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**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO CONTRACT WITH BLISS PRODUCTS AND SERVICES, INC., FOR THE LEVELING AND RESURFACING OF THE EXISTING PLAYGROUND RUBBERIZED SURFACE (PIP- POURED IN PLACE) AT PALMETTO BAY PARK; AND TO PIGGYBACK WITH THE CLAY COUNTY CONTRACT NO. 13/14-8 FOR VARIOUS EQUIPMENT & AMENITIES FOR PARKS & PLAYGROUNDS; AUTHORIZING THE VILLAGE MANAGER TO APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$113,200.00; AND PROVIDING AN EFFECTIVE DATE.**

**BACKGROUND AND ANALYSIS:**

The Boundless Playground at Palmetto Bay Park has served children of all abilities since its opening in 2007. Over the years, the high level of traffic at this very popular facility has led to deterioration and/or depressions within the original pour-in-place (PIP) rubberized surface. In an effort to restore the full playability and alleviate safety concerns, the surface was evaluated by representatives of Bliss Products and Services, Inc. with a recommended restoration included as a part of this proposed expenditure.

Additionally, the original playground included a disc swing with ADA mulch as an acceptable surface. Although fully accessible, this surface requires continual maintenance and annual replenishment of mulch; as the South Florida winds and rains rapidly reduce acceptable compaction levels for this apparatus. The conversion to PIP will substantially reduce the long-term maintenance costs necessary to maintain this area and aesthetically be much more attractive and inviting.

This rubberized PIP surface is a solid, yet porous surface, easy to maneuver wheelchairs on, requires low maintenance, and comes with a 5 year warranty. Bliss Products and Services, Inc. is an established, licensed and insured company representing a variety of recreational equipment and products and has over thirty years of experience in the parks and recreation

industry offering a total turn-key operations from site analysis to complex installations. Bliss Products has many satisfied clients which includes the Village, as they have completed several projects for us in a timely and professionalism manner.

In accordance with our procurement process, the Village wishes to piggyback on the price agreement as authorized with Clay County's current Contract No. 13/14-8 entitled "Various Equipment and Amenities for Parks & Playgrounds".

**FISCAL/BUDGETARY IMPACT:**

This item is funded under Capital Improvements Budget 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 PARKS AND RECREATION; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO CONTRACT WITH BLISS PRODUCTS AND SERVICES, INC., FOR THE LEVELING AND RESURFACING OF THE EXISTING PLAYGROUND RUBBERIZED SURFACE (PIP-POURED-IN-PLACE) AT PALMETTO BAY PARK; AND TO PIGGYBACK WITH THE CLAY COUNTY CONTRACT NO. 13/14-8 FOR VARIOUS EQUIPMENT & AMENITIES FOR PARKS & PLAYGROUNDS; AUTHORIZING THE VILLAGE MANAGER TO APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$113,200.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Boundless Playground at Palmetto Bay Park has served children of all abilities since its opening in 2007; and,

WHEREAS, over the years, the high level of traffic at this very popular facility has led to deterioration and/or depressions within the original pour-in-place (PIP) rubberized surface; and,

WHEREAS, in an effort to restore the full playability and alleviate safe concerns, the surface was evaluated and recommended restoration proposed; and,

WHEREAS, the original playground included a disc swing with ADA mulch as an acceptable surface; and,

WHEREAS, the conversion to PIP will substantially reduce the long-term maintenance costs necessary to maintain this area; and,

WHEREAS, this rubberized PIP surface is a solid, yet porous surface; easy to maneuver wheelchairs on, requires low maintenance, and comes with a 5-year warranty.

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

**Section 1.** The Village Council hereby approves the proposal from Bliss Products and Services, Inc., for the leveling and resurfacing of the playground rubberized surface at Palmetto Bay Park.

**Section 2.** The proposal #28898 attached hereto as Exhibit A, is in accordance with our procurement process, and piggyback on the price agreement as authorized with Clay County's current Contract No. 13/14-8 entitled "Various Equipment and Amenities for Parks & Playgrounds", is hereby approved.

**Section 3.** This resolution shall take effect immediately upon adoption

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



Bliss Products and  
 Services, Inc  
 6831 S. Sweetwater Rd.  
 Lithia Springs, GA 30122  
 (800) 248-2547  
 (770) 920-1915 Fax

Quote # **28898**  
 Sales Rep: Patty Carruthers  
 patty@blissproducts.com  
 O: (239) 248-6430  
 F: (239) 430-0125  
 C: (239) 248-6430

**VILLAGE OF PALMETTO  
 BAY**

Date 05-14-2014

Project TURF 24 X 32 AREA - REV#1:  
 8-18-2014

<b>Bill To</b>	<b>Ship To</b>	<b>Contact</b>
VILLAGE OF PALMETTO BAY 9705 E. HIBISCUS STREET PALMETTO BAY, FL, 33157 T: (305) 259-1234	VILLAGE OF PALMETTO BAY	Marty Tejada

<b>Approximate Ship Date</b>	<b>Ship Via</b>	<b>Terms</b>
		Net 30

Vendor - Part #	Description	Qty	Unit Price	Extended Price
XGS TURF	24 X 32 AREA WITH 6' FALL HEIGHT 1020 SF OF SUPERLAWN 37 PANELS OF 1" PAD 54 BAGS OF ENVIROFILL 1 ROLLS OF GEOTEXTILE REMOVAL OF EXISTING MULCH  INCLUDES AGGREGATE STONE BASE, INSTALLATION & SHIPPING	1	\$17,500.00	17,500.00
XGS DISCOUNT	EXCEEDS REQUIRED CLAY COUNTY CONTRACT 13/14-8 DISCOUNT	1	-\$1,200.00	-1,200.00

**Sub Total \$16,300.00**

**Freight**

**Taxable  
 Subtotal**

**Tax 0.00**

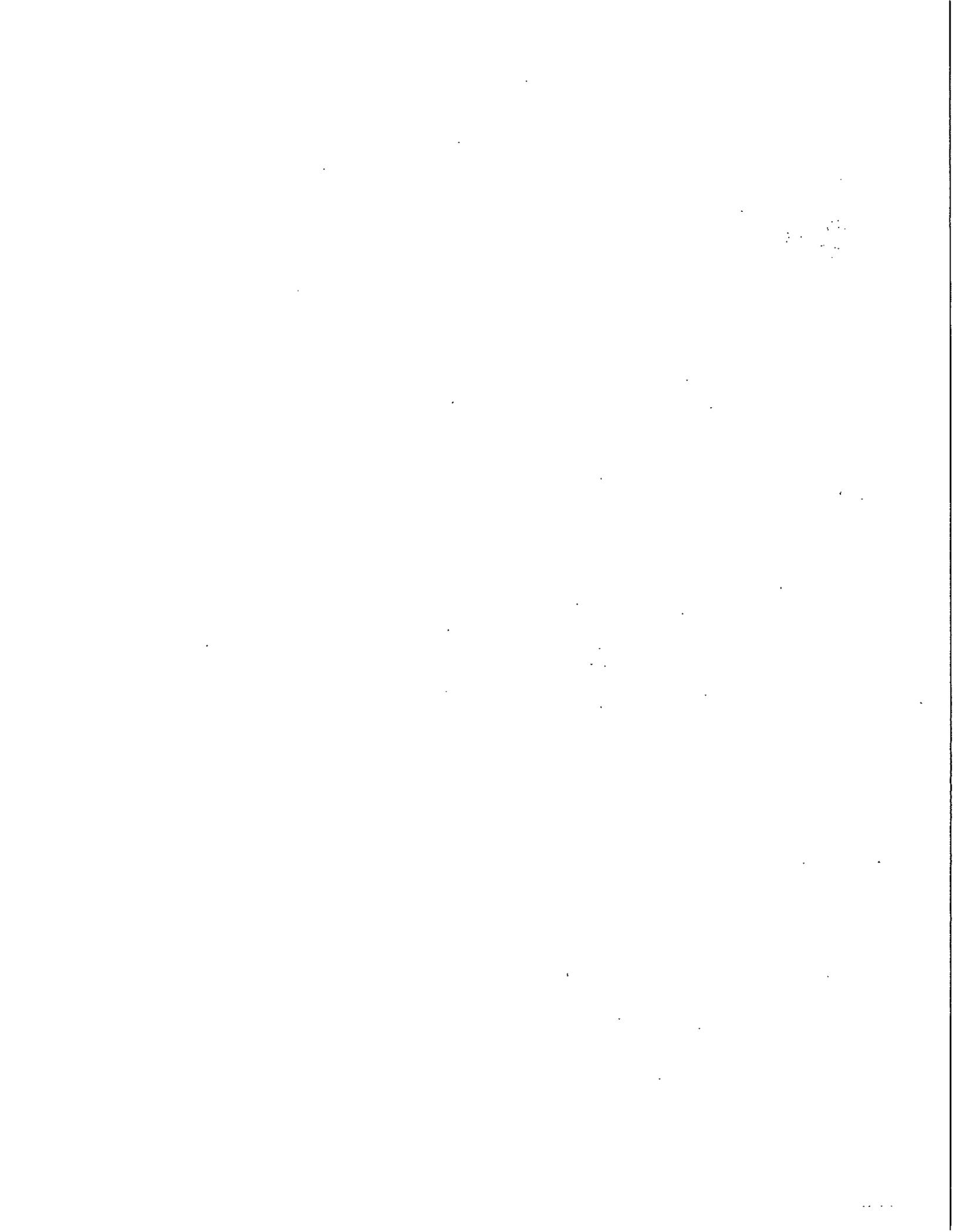
Financing as low as **\$396.09** / month may be available  
 pending credit approval.

**Grand \$16,300.00  
 Total**

Quote valid for 30 days unless otherwise noted.

Installation prices are based on truck access to the site and normal soil conditions. Any buried rock or debris may be cause for additional charges. Any Site preparation or demolition not specified above must be completed prior to installation of the equipment. Site restoration, unless otherwise noted, is not included. Please refer to your installation agreement for further details. Sales tax if applicable is not included. Sales tax exempt certificate will be required for exemption. All orders are subject to approval and acceptance by the manufacturer.

Complete Terms and Conditions can be found at [BlissProducts.com/termsandconditions.html](http://BlissProducts.com/termsandconditions.html)





**CLAY COUNTY  
FLORIDA**

**Purchasing Division**  
P.O. Box 1366  
477 Houston Street  
4<sup>th</sup> Floor, Admin Building  
Green Cove Springs, FL  
32043-0367

Area Code: 904  
Phone: 278-3781  
529-3761  
Fax: 278-3728

**County Manager**  
Stephanie C. Kopelousos

**Commissioners:**  
Wendell D. Davis  
District 1

Douglas P. Conkey  
District 2

Diane Hutchings  
District 3

T. Chereese Stewart  
District 4

Ronnie E. Robinson  
District 5

**Switchboard:**  
GCS (904) 284-6300  
KH (352) 473-3711  
KL (904) 533-2111  
OP/MBG (904) 269-6300

[www.claycountygov.com](http://www.claycountygov.com)

January 29, 2014

**MEMO TO:** Stephanie Kopelousos  
County Manager

**FROM:** Karen Thomas  
Purchasing Manager

**SUBJECT:** Budget, Personnel, & Policy Agenda, 2/3/14

**ITEM:** RFP No. 13/14-8

Recommend approval to post notice of Intent and to award RFP No. 13/14-8, Various Equipment and Amenities for Parks and Playgrounds to multiple companies. All bids are based upon the % discount offered for products and service. This bid is also a means for qualifying vendors for Ball Park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis. The qualified vendor providing the lowest responsive quote will be awarded the project. This will provide playground equipment, amenities and lighting for all parks in Clay County and other entities wishing to utilize this RFP. Approval will be effective after 72 hour bid protest period has expired and assuming no protests are received. Submittals are available for review in the Purchasing Department.

Funding Source: various

Att. 1 - Staff Recommendation Sheet  
2 - Price Sheets  
3 - Bid Tabulation Sheet

/df

Karen Thomas

**BID RECOMMENDATION SHEET**

January 28, 2014

Bid #13/14-8

"Various Equipment & Amenities for Parks & Playgrounds"

<u>BIDDERS</u>	<u>Bond</u>	<u>Base Bid</u>
<u>Advanced Recreation Concepts</u>	<u>NA</u>	<u>See Attached</u>
<u>REP Services, Inc.</u>	<u>NA</u>	<u>See Attached</u>
<u>Southern Recreation</u>	<u>NA</u>	<u>See Attached</u>
<u>Playmore West, Inc.</u>	<u>NA</u>	<u>See Attached</u>
<u>J Durgan Assoc., Inc.</u>	<u>NA</u>	<u>See Attached</u>
<u>Victor Stanley, Inc.</u>	<u>NA</u>	<u>See Attached</u>
<u>Robertson Industries, Inc.</u>	<u>NA</u>	<u>See Attached</u>
<u>Recycled Plastic Factory, LLC</u>	<u>NA</u>	<u>See Attached</u>
<u>No Fault Sports Group, LLC</u>	<u>NA</u>	<u>See Attached</u>
<u>Greenfields Outdoor Fitness, Inc.</u>	<u>NA</u>	<u>See Attached</u>
<u>Regal Contractors, Inc.</u>	<u>NA</u>	<u>See Attached</u>
<u>Gulf Coast Sports, LLC</u>	<u>NA</u>	<u>See Attached</u>
<u>Bliss Products &amp; Services, Inc.</u>	<u>NA</u>	<u>See Attached</u>
<u>Apollo Sunguard Systems, Inc.</u>	<u>NA</u>	<u>See Attached</u>
<u>Robertson Industries, Inc.</u>	<u>NA</u>	<u>See Attached</u>
<u>Miller Recreation Equip. &amp; Design</u>	<u>NA</u>	<u>See Attached</u>
<u>Gametime, Inc.</u>	<u>NA</u>	<u>See Attached</u>
<u>Site Horizons</u>	<u>NA</u>	<u>See Attached</u>
<u>M Gay Constructors, Inc.</u>	<u>NA</u>	<u>See Attached</u>
<u>Musco Sports Lighting, Inc.</u>	<u>NA</u>	<u>See Attached</u>

**Staff Assigned to Tabulate Bids & Make Recommendations:**

<u>Name</u>	<u>Title</u>
<u>Ellen Mattox</u>	<u>Admin Program Mgr., Division of Parks &amp; Recreation</u>

**RECOMMENDATION:**

It is staff's recommendation to accept all bids submitted. All bids are awarded based upon the % discount offered for products and services.

**PRICE AGREEMENT CONTRACT FOR VARIOUS EQUIPMENT AND AMENITIES  
FOR PARKS & PLAYGROUNDS**

Bid #13/14-8

Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<u>Advanced Rec Concepts</u>  (321) 775-0600	Litchfield	Pavilions & Structures	5%	35%	Yes	Yes
	Highland Products	Site Furnishings	5%	35%	Yes	Yes
	R3 Recycled Play Structures	Playground Equip.	5%	35%	Yes	Yes
	Skyspan Structures	Shade Structures	5%	35%	Yes	Yes
	Zeager Playground Surfacing	Rubber surfacing	5%	NA	Yes	Yes
	Bolling Forest Products	Wood Mulch	\$55 cu. yd.	NA	Yes	Yes
	Innovative Wood Mulch	Wood Mulch	\$55 cu. yd.	NA	Yes	Yes
	Water Splash	Water Play Equip.	5%	NA	Yes	Yes
	BCI Burke	Playground Equip.	5%	35%	Yes	Yes
	Berliner Seifabrik - Urban Designs	Cable Climbing Playground Equip.	5%	40%	Yes	Yes
	Playcraft by Krauss Craft/Exercraft	Playground & Fitness Equip.	5%	35%	Yes	Yes
	Superior International	Playground Equip.	5%	35%	Yes	Yes
	Paris/Ramparts	Fitness Equip.	5%	35%	Yes	Yes
	Sports Rock (Park Pets)	Rocks shaped like animals for climbing	5%	50%	Yes	Yes

Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	
<b>Advanced Rec. Concepts (cont.)</b>	Rubber Designs By Rainbow Turf Prod.	Playground surfacing	5%		Yes	Yes	
	Nationwide Turf	Synthetic Turf	5%	NA	Yes	Yes	
	Polysoft	Playground surfacing	5%	NA	Yes	Yes	
	Bison	Sporting Equip.	3%	40%	Yes	Yes	
	Kay Park	Park Amenities	3%	40%	Yes	Yes	
	Ultra Play	Park Furniture	3%	40%	Yes	Yes	
	Freenotes Harmony Park	Musical Amenities	3%	35%	Yes	Yes	
	Webcoat	Tables & Benches	3%	40%	Yes	Yes	
	GT Grandstands	Bleachers	3%	40%	Yes	Yes	
	Ball Fabrics	Shade Structures	3%	35%	Yes	Yes	
	Cedar Forest Products	Wooden Shade Structures	3%	35%	Yes	Yes	
	Playspace Services, Inc.	Installer					
	<b>REP Services, Inc.</b> <b>(407) 831-9658,</b> <b>ext. 230</b>	Landscape Structures	Playground Equip.	2%	45%	Yes	Yes
		Porter/Polygon	Shade Structures	2%	53%	Yes	Yes
DuMor, Inc.		Park Amenities	2%	40%	Yes	Yes	
Anova		Park Amenities	2%	40%	Yes	Yes	
	USA Shade, Inc.	Shade Structure	2%	60%	Yes	Yes	

Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<u>REP Services</u> (cont.)	ForeverLawn	Grass for safe-play areas	5%	Installation included in price per SF	Yes	Yes
	VirtuTurf/Hanover, Inc.	Poured in place surfacing	2%	Installation included in price per SF	Yes	Yes
	InVme Wood Recovery	Playground mulch	5%	99%	Yes	Yes
	Sof Surfaces	Tile for safe play areas	5%	33%	Yes	Yes
	Tot Turf	Poured in place surfacing	2%	Installation included in price per SF	Yes	Yes
	Playland	Playground equip.; park amenities; shade structures	15%	28%	Yes	Yes
	SportsPlay	Playground equip.; shade structures	10%	28%	Yes	Yes
	Jaypro	Sports equip.	10%	28%	Yes	Yes
	Kay Park	Bleachers; park amenities	10%	28%	Yes	Yes
	Webcoat	Park amenities & shade structures	10%	28%	Yes	Yes
	Ultra Play	Playground equip.	10%	28%	Yes	Yes
	Ultra Site	Pet Park equip. & Park amenities	10%	28%	Yes	Yes
	Sitescapes	Park amenities	10%	28%	Yes	Yes
	Litchfield (SSI Structures)	Park amenities	10%	28%	Yes	Yes
	Superior Shade	Shade structures	10%	28%	Yes	Yes
Zeager Wood Carpet	Playground surfacing	10%	28%	Yes	Yes	
Murdock	Water fountains	10%	NA	Yes	Yes	

Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<u>Southern Recreation, Inc.</u> (cont.)	Sportable Scoreboards	Scoreboards	10%	Varies with project	Yes	Yes
	<u>Playmore West, Inc.</u> (329) 791-2400	Playworld Systems	Playground Equip.	5%	30%	Yes
Zeager		Playground surfacing	5%	75%	Yes	Yes
X Grass		Synthetic turf	5%	Included	Yes	Yes
Child Safe		Poured in place safety surface	5%	Included	Yes	Yes
Shade Systems		Shade structures	5%	50%	Yes	Yes
Classic Recreation		Shade structures & small RR bldgs.	5%	50%		
Regal Contractors, Inc.		installer				
<u>J Durgan Assoc., Inc.</u> (561) 654-9708	Greenfield Outdoor Fitness	Exercise equip. & h/c playground equip.	2%	-0-	Yes	Yes
	Apollo Sunguard	Shade structures	5%	-0-	Yes	Yes
	Henderson Recreation	Playground equip.	10%	-0-	Yes	Yes
	Everguard	Poured in place safety surface	-0-	-0-	No	Yes
<u>Victor Stanley, Inc.</u> (407) 641-0241 (407) 637-9385	Victor Stanley	Planters, trashcans, park amenities	5%	25%	Yes	Yes
	Robertson Industries, Inc.					
<u>Robertson Industries, Inc.</u> (954) 882-1366	Tot Turf	Poured in place safety surface	10%	Included	Yes	Yes
	Art of Flooring	installer				

Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<u>Recycled Plastic Factory, LLC</u> (941) 473-1618	Recycled Plastic Factory, LLC	Park amenities	23%	NA	Yes	Yes
<u>No Fault Sports Group, LLC</u> (225) 215-7760	No Fault Sports Group, LLC Playsafe Surfacing, LLC	Poured in place safety surface Installer	10%			
<u>Greenfields Outdoor Fitness, Inc.</u> (888) 315-9037	Greenfields Outdoor Fitness, Inc.	Exercise equip. & h/c playground equip.	2%	Varies	Yes	Yes
<u>Regal Contractors, Inc.</u> (561) 906-7321	Greenfield Outdoor Fitness, Inc. Henderson Recreation Equip., LTD Everguard Surfacing	Installer Installer Installer	NA NA NA	40% 35% -0-		
	Apollo Sunguard	Installer	NA	80%		
	Landscape Structures, Inc.	Installer	NA	30%		
	Playworld Systems	Installer	NA	30%		
	Playpower/Little Tikes Commercial Farmington	Installer	NA	36%		
	Miracle Recreation Equip.	Installer	NA	32%		
	Shade Systems, Inc.	Installer	NA	80%		
<u>Gulf Coast Sports, LLC</u> (855) 827-1386	Gulf Coast Sports, LLC	Bleachers, Pressboxes & park amenities	5%	3%	No	Yes

Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<u>Bliss Products &amp; Services, Inc.</u> (904) 210-7760	ActionPlay	Safe play borders, swing parts, park amenities	5%	Priced per job	Yes	Yes
	American Mulch	Mulch	Priced per job	Priced per job	No	No
	Athletic Connection	Athletic equip.	5%	Priced per job	Yes	Yes
	Bark Park	Equip. for dog park	8%	35%	Yes	Yes
	Big Toys	Playground equip.	5%	35%	Yes	Yes
	BRP	Bleachers, park amenities	5%	Priced per job	Yes	Yes
	CemRock	Rock climbers	5%	Priced per job	No	No
	Childworks	Playground equip. & swing parts	5%	Priced per job	Yes	Yes
	Colorado Time Systems	Scoreboards	5%	Priced per job	Yes	Yes
	Compac Filtration	Equip. for water parks	5%	Priced per job	Yes	Yes
	Dero	Bicycle racks	5%	Priced per job	Yes	Yes
	Dura Play	Safety surfaces	5%	Priced per job	Yes	Yes
	DynaCushion	Safety surfaces	10%	Priced per job	No	No
	Dynamo	Sports & playground equip., rock climbing	10%	Priced per job	Yes	Yes
	Electro Mesh Scoreboard	Scoreboards	10%	Priced per job	No	No

Elephant Play	Playground equip.	10%	35%	Yes	Yes
Everguard	Poured in place safety surfaces	10%	Priced per job	No	No
Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
Everlast Climbing	Wall Climbers	10%	Priced per job	Yes	Yes
Fibar	ADA playground safety surfaces	10%	Priced per job	Yes	Yes
Forestry Resources	Mulch/Lumber	5%	Priced per job	No	No
Forte	Plastic timbers for safe-play area	5%	Priced per job	Yes	Yes
Gared Sports	Netting, field equip., sports equip.	10%	Priced per job	Yes	Yes
GT Grandstands	Bleachers	10%	Priced per job	Yes	Yes
Innovative Mulching	Mulch	10%	Priced per job	No	No
Jayhawk Plastics	Park furnishings	10%	Priced per job	Yes	Yes
Jaypro Sports	Indoor & outdoor sports equip.	5%	Priced per job	Yes	Yes
Jensen Swings	Repair parts for swings	5%	Priced per job	Yes	Yes
Kay Park	Playground equip.	5%	Priced per job	No	No
Madrax	Bicycle racks	5%	Priced per job	Yes	Yes
Most Dependable Fountains	Water fountains	5%	Priced per job	Yes	Yes
Murlock Fountains	Water fountains	5%	Priced per job	Yes	Yes
National Recreation Systems	Bleachers	5%	Priced per job	Yes	Yes

**Bliss Products & Services, Inc.**  
(cont.)

Outback Shelters	Shelters	10%	Priced per job	Yes	Yes
Play and Park Structures	Playground equip.	10%	35%	Yes	Yes
Play Guard	Safety surfaces	5%	Priced per job	No	No
Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
Playmore	Playground Equip.	5%	35%	Yes	Yes
Playsafe Surfacing	Safety surfacing	5%	Priced per job	No	No
Playsafer	Rubber mulch & curbing	5%	Priced per job	Yes	Yes
Pro Mats	Netting, padding, benches, equip.	5%	Priced per job	Yes	Yes
Rubber Recycling	Recycled rubber for safe play areas	5%	Priced per job	No	No
Sand Lock Sandbox	Sandboxes	5%	Priced per job	Yes	Yes
Sandee Sod, Inc.	Sod	Priced per job	Priced per job	No	No
Shade America	Shade Structures	10%	Priced per job	Yes	Yes
Shaw Industries	Flooring/Carpet	5%	Priced per job	No	No
Shelterscapes	Shelters(?)	5%	Priced per job	No	No
Spectrum	ADA pool lifts & equipment	5%	Priced per job	Yes	Yes
Spiral Court King	Court equipment	5%	Priced per job	No	No
Spohn Ranch/Tru Ride	Skate ramps	5%	Priced per job	Yes	Yes
Sportsplay	Playground equip., shelters, park amenities	5%	Priced per job	Yes	Yes

**Bliss Products & Services, Inc.**  
(cont.)

Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<u>Bliss Products &amp; Services, Inc.</u> (cont.)	Stewart Tennis Courts	Tennis Courts	Priced per job	Priced per job	No	No
	Structural Wood Systems	Lumber	5%	Priced per job	No	No
	Savannee Lumber	Lumber	5%	Priced per job	No	No
	Tennis Unlimited	Tennis netting	5%	Priced per job	No	No

Apollo Sunguard <u>Systems, Inc.</u> (941) 925-3000	Apollo Sunguard	Shade Structures	8%	50%	Yes	Yes
	Cocozza Construction	Installer				
	Regal Contractors	Installer				
	A & W Specialty Contracting	Installer				
Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
	Torturf	Playground safety surfacing	10%	Included in MSRP discount	Yes	Yes
	Art of Flooring	Installer				
<u>Robertson Industries, Inc.</u> (954) 882-1366	Miracle Recreation Equipment Co.	Playground Equip.	8% \$ 0 - \$4,999 12% \$5,000 - \$9,999 15% \$10,000 - \$17,999 18% \$18,000 - \$24,999 20% \$25,000 - above	23% \$0 - \$9,999 25% \$10,000 - \$24,000 26% \$25,000 - above	Yes	Yes
<u>Miller Recreation Equip. &amp; Design</u> (941) 792-4580	Forestate Designs	Park amenities	.5%	32%	Yes	Yes
	Recycled Design	Recycled park amenities	5%	32%	Yes	Yes
	Forever Lawn	Synthetic Grass	5%	NA	Yes	Yes
	Shade Systems	Shade structures	5%	NA	Yes	Yes
	Bison Sports	Sports equip.	5%	32%	Yes	Yes
	Webcoat	Coated outdoor furniture	5%	32%	Yes	Yes

	No Fault	Safety surface, mulch, turf	5%	NA	No	No
	Douglas Industries	Sports equip.	5%	32%	Yes	Yes
	Playsafer	Rubber Mulch	5%	\$10 per cu. yd.	Yes	Yes
	Key Park	Bleacher, park amenities	5%	32%	Yes	Yes
Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<u>Miller Recreation Equip. &amp; Design (cont.)</u>	Murdock Fountain	Water fountains	5%	NA	Yes	Yes
	APS	Playground borders, repair parts	5%	25%	Yes	Yes
	Greenfield Outdoor Fitness	Outdoor fitness equip.	5%	30%	Yes	Yes
	Fibar	Playground safety surfacing	10%	\$10 per cu. yd.	Yes	Yes
	RCP Shelter	Covered shelters	5%	NA	Yes	Yes
	Coverworx	Prefabricated Structures	5%	NA	Yes	Yes
	Principle Recreation, Inc.	Installer				
	Playtime Installation	Installer				
	Ryan Fitzgerald Construction, Inc.	Installer				
	<u>GameTime, Inc. (800) 432-0162</u>	GameTime	Playground & fitness equip.	15%	25%	Yes
UltraPlay		Playground equip.	10%	25%	Yes	Yes
UltraSite		Park amenities	10%	25%	No	Yes

	GT Impax	Playground safety surfacing	5%	Varies	Yes	Yes
<u>Site Horizons</u> (407) 641-0231 (407) 637-9385	Zeager	Playground safety surfacing	5%	\$12 per cu. yd.	Yes	Yes
	Icon Shelter Systems	Shelters	5%	25%	Yes	Yes
	Icon Trail Series	Amenities for trails	5%	25%	Yes	Yes
	PW Athletic Mfg., LLC	Athletic equip. & park amenities	5%	25%	Yes	Yes
	<b>Manufacturer</b>	<b>Product</b>	<b>Discount Allowed from MSRP</b>	<b>Installation Discount</b>	<b>Catalog Provided</b>	<b>Current MSRP List Supplied</b>
<u>Site Horizons (cont.)</u>	Superior Shade, Inc.	Shade Structures	5%	30%	Yes	Yes
	Rainbow Rubber Safety Surfacing	Safety surfacing	5%	Included in price	Yes	Yes
	BCI, Burke Co.	Playground equip., surfacing, park amenities	5%	25%	Yes	Yes
	Wabash Valley	Park amenities	5%	25%	Yes	Yes
	Johnny Pitts Const.	Installer				
<u>M. Gav Constructors, Inc.</u> (904) 714-4001	Musco Sports Lighting	Installer for sports lighting	Priced per project per sport	Priced per project per sport	NA	Yes
	Musco Sports Lighting	Sports Lighting	Priced per project per sport	Priced per project per sport	NA	Yes
<u>Musco Sports Lighting, LLC</u> (800) 374-6402						

## BID TABULATION FORM

RFP: 13/14-8

Date: January 7, 2014

Proj: Various Equipment & Amenities for Parks and Playgrounds

Time Open: 1:08

Ad: Clay Today, November 28, 2013

Time Close: 2:20

This is a generic Bid Tabulation Form; all required bid documents will be verified prior to bid recommendation.

Bids to be evaluated based on evaluation criteria established in bid document

Bidder	Copies	W-9	Insurance	To Be Determined
1				
2 ROBERTSON INDUSTRIES INC	✓	✓	✓	✓
3 NO FAULT SPORT GROUP	✓	✓	✓	✓
4 RECYCLED PLASTIC FACTORY	✓	✓		✓
5 REGAL CONTRACTORS	✓	✓	✓	✓
6 GREENFIELDS OUTDOOR FITNESS, INC	✓	✓	✓	✓
7 M GAY CONSTRUCTORS	✓	✓	✓	✓
8 GULF COAST SPORTS LLC	✓	✓	✓	✓
9 PLAYMORE RECREATIONAL PRODUCTS	✓	✓	✓	✓
10 APOLLO SUNGUARD SYSTEMS INC	✓	✓		✓
11 J DURGAN & ASSOC	✓	✓	✓	✓
12 REP SERVICES INC	✓	✓	✓	✓
13 DRP - DOMINICA RECREATION PRODUCTS	✓	✓	✓	✓
14 MUSCO SPORTS LIGHTING LLC	✓	✓	✓	✓
15 MILLER RECREATION	✓	✓	✓	✓

Staff Assigned to tabulate bids and make recommendations:

Kamie Stirling  
Name

Program Coordinator  
Title

**Recommendations:** Staff will review the bids and present a recommendation to the Budget/Finance Committee for subsequent recommendation to the Board. Bids to be evaluated based on evaluation criteria established in bid document.

Bid Opening Witnessed By: Dona Stesh  
(BCC)

Robin Stesh  
Clerk

Kamie Stirling  
Department Representative

## BID TABULATION FORM

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Bidder	Copies	W-9	Insurance	To Be Determined
16 SOUTHERN RECREATION INC	✓	✓	✓	✓
17 SITE HORIZONS <i>multi. submittal</i>	✓	✓	✓	✓
18 BLISS PRODUCTS	✓	✓	✓	✓
19 ADVANCED RECREATIONAL CONCEPTS	✓	✓	✓	✓
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				

Staff Assigned to tabulate bids and make recommendations:

Karin Starling  
Name

Program Coordinator  
Title

**Recommendations:** Staff will review the bids and present a recommendation to the Budget/Finance Committee for subsequent recommendation to the Board. Bids to be evaluated based on evaluation criteria established in bid document.

Bid Opening Witnessed By: Donna Fish  
(BCC)

Paul Stata  
Clerk

Karin Starling  
Department Representative

**MINUTES  
BOARD OF COUNTY COMMISSIONERS  
CLAY COUNTY  
GREEN COVE SPRINGS, FLORIDA  
FEBRUARY 11, 2014**

**CALL TO ORDER** - 2:05 P.M. - Chairman Wendell Davis

**INVOCATION** - Commissioner Chereese Stewart

**PLEDGE** - Commissioner Ronnie Robinson

**ROLL CALL**

Present: Commissioner District 1 Chairman Wendell Davis  
Commissioner District 3 Vice-Chair Diane Hutchings  
Commissioner District 5 Commissioner Ronnie Robinson  
Commissioner District 4 Commissioner Chereese Stewart

Absent: Commissioner District 2 Commissioner Doug Conkey

Staff Present: County Manager S. C. Kopelousos  
County Attorney Mark Scruby  
County Auditor Mike Price

**ARTWORK** - High School Senior Art Students

Administrative Assistant Diane Walker presented artwork from Clay High and Oakleaf High Schools. The principal and art teacher of Clay High School are Pete McCabe and Mrs. Mallard respectively. The principal and art teacher of Oakleaf High School are David Broskie and Kezia Laberis respectively. Clay High School contributing artists were Shelby Griffis, Andrew Carlee, Shy Stacy, Kristen Fiore, Kim Carter, and Kara Bentley. Oakleaf High School contributing artists were Tristan Mace, Maevis Richardson, Krysten Ross, Adrianna Brooks, Bella Araujo, Lindsey DePontes, and Ivan Hernandez.

**PET ADOPTIONS**

Animal Care and Control Director Gail Flakes and staff member Bette Alexander presented pets for adoption: a dog named Tyson, and a cat named Love.

**PROCLAMATION**

← Page 140 - 156 (Feb 11 BCC minutes)  
minute packet

8. Recommended approval to post notice of intent and to award RFP No. 13/14-8, Various Equipment and Amenities for Parks and Playgrounds, to multiple companies. All bids are based upon the % discount offered for products and service. This bid is also a means for qualifying vendors for ball park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis. The qualified vendor providing the lowest responsive quote will be awarded the project. This will provide playground equipment, amenities and lighting for all parks in Clay County and other entities wishing to utilize this RFP. Approval will be effective after 72-hour bid protest period has expired, assuming no protests are received. Submittals are available for review in the Purchasing Division. Funding Sources: Various
9. Recommended approval to post notice of intent and to award Bid No. 13/14-11, Roof Replacement at Clay County Extension Office Building, to Armstrong Roofing, Inc. in the amount of \$29,460.00. Approval will be effective after 72-hour bid protest period has expired, assuming no protests are received. Submittals are available for review in the Purchasing Division. Funding Source: 001-1202-546100
10. Recommended approval of the First Renewal to Agreement #12/13-151 with the Clay County Economic Development Council for services related to economic development. Recommended additional approval that the competitive procurement be waived and that the Economic Development Council be authorized as sole source for the economic development services. This First Renewal is in the amount of \$50,000.00 and has an effective period of October 1, 2013 through September 30, 2014. Funding Source: 131-1804-531000
11. Recommended approval of Mediated Settlement Agreement concerning dispute over refunding of advance payments to 911 Direct.

**PUBLIC COMMENTS** No public comments were made.

There being no further business to come before the committee, the meeting adjourned at 3:40 p.m.

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Diane Hutchings  
Committee Chair

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Angela Goodermote  
Recording Secretary

MINUTES  
BOARD OF COUNTY COMMISSIONERS  
CLAY COUNTY  
GREEN COVE SPRINGS, FLORIDA  
FEBRUARY 25, 2014

CALL TO ORDER - 2:02 P.M. - Vice-Chair Diane Hutchings

INVOCATION - Commissioner Doug Conkey

PLEDGE - Commissioner Ronnie Robinson

ROLL CALL

Present: Commissioner District 3 Vice-Chair Diane Hutchings  
Commissioner District 2 Commissioner Doug Conkey  
Commissioner District 5 Commissioner Ronnie Robinson  
Commissioner District 4 Commissioner Chereese Stewart

Absent: Commissioner District 1 Chairman Wendell Davis

Staff Present: County Manager S. C. Kopelousos  
County Attorney Mark Scruby  
County Auditor Mike Price  
Chief Assistant County Attorney Fran Moss

ARTWORK - Paterson Elementary

Administrative Assistant Diane Walker presented artwork from Paterson Elementary School. The principal and art teacher are Terry Grieninger and Denise Madonla respectively. The contributing artists are Alyssa Clark, Heather Wilcox, Logan Ferreira, Jordyn Adametz, Ally Hurley, Kirra Gillard, and Jillian McKinney.

PET ADOPTIONS

Animal Care and Control Director Gail Flakes and staff member Bette Alexander presented pets for adoption: a dog named Lori, and a cat named Michael.

SPECIAL STAFF RECOGNITION

The Board recognized and congratulated Clay County Engineering Project Manager Warrick L. Sams for his dedication to customer service, praise worthy work ethic, and on being awarded the American Public Works Association (APWA) Education Scholarship. County Engineer Beck, County Manager Kopelousos, and Commissioner Robinson all issued kudos to Mr. Sams for his contributions to Clay County.

PROCLAMATION - None

PRESENTATIONS

1. Representative Lake Ray, Briefing on Freight Mobility and Freight Logistics Zones

Representative Lake Ray, District 12, provided the Board a briefing on the establishment of Freight Mobility and Freight Logistics Zones. In addition, Representative Ray discussed Florida's economic pattern, long term stability, the shipping industry, economic impact of Florida's 14 ports, benefits of completing the outer beltway, moving forward as a regional area, and asked for the Board's support of the freight mobility and freight logistics zones concept.

Commissioner Conkey thanked Representative Ray for his leadership and asked what was needed from the Board. Representative Ray asked that one of the Commissioners work with him during the establishment of the concept frame work, that the Board embrace the idea in an informal manner, and advised that a Chairperson of Freight Logistic Zones may be required at some point.

Commissioner Robinson asked for clarification of the idea proposed and Representative Ray provided the same.

Vice-Chair Hutchings stated that the County is excited to move forward as part of the team, and that the Board will rely on the Board Chairman to make the requested Commissioner appointment.

#### APPROVAL OF MINUTES

2. February 11, 2014 BCC Meeting

After discussion, Commissioner Robinson moved, seconded by Commissioner Conkey, and carried 4-0, to approve the February 11, 2014 BCC Minutes as presented.

#### PUBLIC COMMENTS

Tammy Lachapelle, 8565 Stocks Road, Jacksonville, Florida requested the re-establishment of her company as a solid waste franchise holder. County Manager Kopelousos indicated that she will be meeting with staff to address the issue and report back to the Board.

Bill Garrison, Economic Development Council Executive Director, 5288 County Road 218, Middleburg, Florida commented regarding professionalism and issued a public apology to the Board and Commissioner Robinson for his conduct during the February 11, 2014 Board of County Commissioners meeting.

Commissioner Robinson accepted Mr. Garrison's apology. He also commented regarding a potential twenty-five million dollar obligation with Big League Dreams (BLD), cited excerpts from BLD funding agreements and the BLD unsolicited proposal, and inquired as to whether or not an evening meeting could be held to discuss the BLD project.

Vice-Chair Hutchings announced that a special Board of County Commissioners meeting is scheduled for March 4, 2014, at 2:00 P.M. to discuss the BLD project.

#### CONSENT AGENDA

After discussion, Commissioner Conkey moved, seconded by Commissioner Stewart, and carried 4-0, to approve the Consent Agenda as presented.