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2
3 **RESOLUTION NO. 2015-113**

4 **A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE**
5 **VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO A**
6 **DRAINAGE IMPROVEMENT PROJECT AT SUB-BASIN NO. 59/60**
7 **WITHIN THE VILLAGE OF PALMETTO BAY; AUTHORIZING THE**
8 **VILLAGE MANAGER TO ENTER INTO CONTRACT WITH KIMLEY**
9 **HORN & ASSOCIATES, INC. TO PROVIDE DESIGN, PERMITTING,**
10 **AND BIDDING SUPPORT; AUTHORIZING THE VILLAGE MANAGER**
11 **TO ISSUE A PURCHASE ORDER AND APPROVE EXPENDITURE OF**
12 **FUNDS IN AN AMOUNT NOT TO EXCEED \$85,000.00; AND**
13 **PROVIDING FOR AN EFFECTIVE DATE.**

14 **WHEREAS,** Kimley Horn and Associates, Inc. submitted a proposal to assist the Village in
15 addressing the current flooding issues occurring in sub-basin 59/60 as identified in the Village's
16 Stormwater Master Plan Update; and,
17

18 **WHEREAS,** according to collection findings and hydrologic/hydraulic modeling contained
19 in the Stormwater Master Plan Update, the need for drainage improvements has been identified in
20 the area of sub-basin no. 59/60, which is identified as SW 82nd Avenue from SW 152nd Street to SW
21 160th Street and a localized improvement at the intersection of SW 160th Street and SW 81st Avenue.
22 Drainage sub-basin 59/60 is part of the C100C-W-7 Miami-Dade County basin. It includes portions
23 of the Cutler, Banyan Cove, Banyan Woods, and Old Cutler Palms subdivisions; and,
24

25 **WHEREAS,** Kimley Horn and Associates, Inc. shall provide planning, design development
26 plans, drainage design, permitting, final construction plans, and bid support to successfully construct
27 drainage improvements and repaving of sub-basin no. 59/60; and,
28

29 **WHEREAS,** the sub-basin consists of approximately 40.97 acres of existing detached
30 single-family residential development with approximately 7,520 linear feet of roadway, including SW
31 82nd Avenue, SW 81st Avenue, SW 155th Street, SW 156th Street, SW 158th Terrace, and SW 160th
32 Street; and,
33

34 **WHEREAS,** the drainage system in the area recommended for improvement is a closed
35 system with catch basins connected to exfiltration trenches located in the vegetated swales along the
36 sides of the roadways; and,
37

38 **WHEREAS,** the drainage improvements will consist of cleaning and flushing all sediment
39 and debris from existing catch basins and pipes and adjusting catch basin elevations and locations to
40 minimize accumulation of sediment and debris and installing the additional infrastructure depicted in
41 Figure 14; and,
42

43 **WHEREAS,** existing catch basins should be modified or reconstructed as required to
44 provide sediment traps (sumps) and pollution retardant baffles to protect the exfiltration trench.

1 Constructing additional catch basins, manholes, culverts, and exfiltration trench is recommended to
2 interconnect the catch basins.

3
4 **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE**
5 **COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**
6

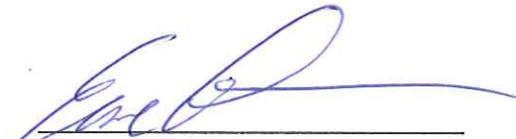
7 **Section 1:** The Village Manager is authorized to continue the agreement with Kimley Horn
8 and Associates, Inc. to provide design, permitting, final construction plans and bidding support for
9 drainage improvements in sub-basin no. 59/60 in accordance with the Village's Stormwater Master
10 Plan Update in an amount not to exceed \$85,000.

11
12 **Section 2:** This Resolution shall take effect 60 days after approval.

13
14 **PASSED and ADOPTED** this 7th day of December, 2015.

15
16
17
18 **Attest:**

19 
20 Meighan J. Alexander
21 Village Clerk


Eugene Flinn
Mayor

22
23
24 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
25 AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:

26
27 
28 Dexter W. Lehtinen
29 Dexter W. Lehtinen
30 Village Attorney

31
32
33
34 **FINAL VOTE AT ADOPTION:**

35
36 Council Member Karyn Cunningham YES
37
38 Council Member Tim Schaffer YES
39
40 Council Member Larissa Siegel Lara YES
41
42 Vice-Mayor John DuBois YES
43
44 Mayor Eugene Flinn YES

EXHIBIT "A"

PROJECT AGREEMENT

Between

VILLAGE OF PALMETTO BAY, FLORIDA

And

Kimley-Horn and Associates, Inc.

For

Work Authorization No. 15-01

SW 82nd Avenue Area (Sub-basin 59/60)
Paving and Drainage Improvements

PROJECT AGREEMENT

Between

THE VILLAGE OF PALMETTO BAY, FLORIDA

And

Kimley-Horn and Associates, Inc.

For

Work Authorization No. 15-01

SW 82nd Avenue Area (Sub-basin 59/60)
Paving and Drainage Improvements

Pursuant to the provisions contained in the "continuing services agreement" between the VILLAGE OF PALMETTO BAY, FLORIDA, 9705 East Hibiscus Street, Palmetto Bay, Florida 33157 (the "VILLAGE") and Kimley-Horn and Associates, Inc., ("CONSULTANT" or "ENGINEER") dated June 20, 2013, this project agreement authorizes the CONSULTANT to provide the services as set forth below:

The VILLAGE and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

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

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

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. The changes must be contained in a written change order executed by the parties in accordance with the provisions of the continuing services agreement, prior to any deviation from the terms of the project agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

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

See Scope of Services in Attachments Exhibit "2".

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

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

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

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

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

Any sums due and payable hereunder by the consultant shall be payable, not as a penalty, but as liquidated damages representing and estimate at or before the time of executing this agreement. When the village reasonably believes that completion will be inexcusably delayed, the village shall be entitled, but not required, to withhold from any amounts otherwise due the consultant an amount then believed by the village to be adequate to recover liquidated damages applicable to the delays. If and when the consultant overcomes the delay in achieving completion, or any part thereof, for which the village has withheld payment, the village shall promptly release to the consultant those funds withheld, but no longer applicable, as liquidated damages.

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

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Lump Sum Compensation.** VILLAGE agrees to pay CONSULTANT as compensation for performance of all services described in Exhibit "2" a Lump Sum amount of **\$85,000.00**.

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

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices

5.1.1 **Lump Sum Compensation and Reimbursable Expenses.** CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule set forth in Exhibit "3", to this project agreement. Invoices for each phase shall not exceed amounts allocated to each phase of the Project plus reimbursable expenses accrued during each phase. The statement shall show a summary of fees with accrual of the total and credits for portions previously paid by the VILLAGE. The VILLAGE shall pay CONSULTANT within 30 days of approval by the VILLAGE manager of any invoices submitted by CONSULTANT to the VILLAGE.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is required, the VILLAGE shall notify the CONSULTANT within 15 working days of receipt of the invoice of the objection, modification or additional documentation request. The CONSULTANT shall provide the VILLAGE with additional backup documentation within five working days of the date of the VILLAGE's notice. The VILLAGE may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The VILLAGE, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided pursuant to subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this project agreement, the VILLAGE may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy,

or other breach of project agreement, and the cause thereof, is corrected to the VILLAGE's reasonable satisfaction.

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

5.5 **Final Payment.** Submission of the CONSULTANT's invoice for final payment and reimbursement shall constitute the CONSULTANT's representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its CONSULTANT's, incurred in connection with the project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents requested by the VILLAGE evidencing payments to any and all subconsultant's, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the VILLAGE by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 **For Cause.** This project agreement may be terminated by either party upon five calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that CONSULTANT abandons this project agreement or causes it to be terminated by the VILLAGE, the CONSULTANT shall indemnify the VILLAGE against any costs incurred in replacing CONSULTANT for this project agreement. In the event that the CONSULTANT is terminated by the VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that the termination was without cause, the termination shall thereupon be deemed a termination for convenience under section 6.2 of this project agreement and the provision of section 6.2 shall apply.

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

6.3 **Assignment upon Termination.** Upon termination of this project agreement, a copy of all of the CONSULTANT's work product shall become the property of the VILLAGE

and the CONSULTANT shall, within 10 working days of receipt of written direction from the VILLAGE, transfer to either the VILLAGE or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this project agreement. Further, upon the VILLAGE's request, the CONSULTANT shall assign its rights, title and interest under any subconsultant's agreements to the VILLAGE.

6.4 **Suspension for Convenience.** The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to 30 calendar days. If the suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided for herein through no fault of the CONSULTANT, the VILLAGE shall pay to the CONSULTANT its reasonable costs, actually incurred and paid, of demobilization and remobilization, as full compensation for the suspension.

SECTION 7. INCORPORATION OF TERMS AND CONDITONS OF CONTINUING SERVICE AGREEMENT

7.1 This project agreement incorporates the terms and conditions set forth in the continuing services agreement dated June 20, 2013 between the parties as though fully set forth herein. In the event that any terms or conditions of this project agreement conflict with the continuing services agreement, the provisions of this specific project agreement shall prevail and apply.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

ATTEST:

VILLAGE OF PALMETTO BAY

VILLAGE Clerk

By: _____
Edward Silva, VILLAGE Manager

Date: _____

APPROVED AS TO FORM:

VILLAGE Attorney

ATTEST:

Kimley-Horn and Associates, Inc.

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

Date: _____

WITNESSES:

Print Name: _____

Print Name: _____

Exhibit "1"

Project Description

This proposal is to assist the VILLAGE in addressing the current flooding issues occurring in the Drainage Sub-basin 59/60 as defined in the VILLAGE's Stormwater Master Plan Update. The Project Area consists of the contributing drainage area on SW 82nd Avenue from SW 152nd Street to SW 160th Street, SW 81st Street from SW 152nd Street to SW 155th Street, and a localized improvement at the intersection of SW 160th Street and SW 81st Avenue. Drainage sub-basin 59/60 is part of the C100C-W-7 Miami-Dade County basin. The drainage system in this basin is a closed system with catch basins connected to exfiltration trench located in the swales along the sides of the roadway. The project intent is to improve stormwater management performance and provide stormwater quality treatment with new drainage infrastructure. The project also includes milling, new asphalt resurfacing, new pavement markings, and site restoration throughout the project area.

Exhibit "2"

Scope of Services and Project Schedule

The professional services for this project will include the following:

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

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

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

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

Task 2 – Design Development Plans

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

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

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

Task 3 – Drainage Design and Permitting

3.1 Coordination Meetings

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

3.2 Hydraulic Analysis

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

3.3 Permitting

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

Task 4 - Final Construction Plans and Contract Documents

4.1 Final Construction Plans

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

The final construction document set will include the following:

1. Key Sheet – Project title, vicinity map, engineer of record, and other appropriate information.
2. Resurfacing Maps – Identifying the limits of the roadways that will be resurfaced as part of this project.
3. Plan and Profile Sheets (in a 22" x 34" format) – Containing the geometric, horizontal and vertical alignment for the milling and resurfacing of the project area. These sheets shall also contain the horizontal, vertical, and geometric alignments for modifications/additions to the existing drainage system.
4. Miscellaneous Construction Details – These sheets shall provide construction details that are not included in the FDOT Standard Indexes or Miami-Dade County Details.
5. Miscellaneous Drainage Details – These sheets would provide drainage details that are not included in the FDOT Standard Indexes or Miami-Dade County Details.
6. Typical Signing and Pavement Marking Details – Signing and pavement markings shall be detailed for use in the project.

Plan set summary of estimated sheets:

Cover/Key Sheets	2
Resurfacing Map	2
Plan and Profile Sheets	10
Miscellaneous Construction Details	2
Miscellaneous Drainage Details	2
Typical Signing and Pavement Marking Details	2
Erosion Control Plans and Details	4

Total Number of Sheets **24**

4.2 Contract Documents

The Engineers Joint Contract Documents Committee ("EJCDC") standard contract documents

will be utilized for this project. It is intended that the FDOT Technical Specifications be used for this project. Supplemental Technical Specifications shall be prepared by the CONSULTANT to address construction elements not addressed in the FDOT standard Technical Specifications or that are included but require modifications to make them project specific.

Task 5 – Contractor Selection Assistance

5.1 Bidding Assistance

It is our understanding that the VILLAGE will use a competitive bidding process to hire a contractor to construct the improvements described in the final construction plans and contract documents. The CONSULTANT shall consult with and advise the VILLAGE and act as its representative for the proposed improvements during the bidding process. This task is limited to attendance at a pre-bid meeting and issuance of addenda in response to contractor questions. Once bids are received, the CONSULTANT shall review the bids and prepare a bid tabulation sheet for use in making the recommended award. This scope of work does not include post design or construction phase services. Those services can be provided later as a separate proposal upon request.

Exhibit "3"

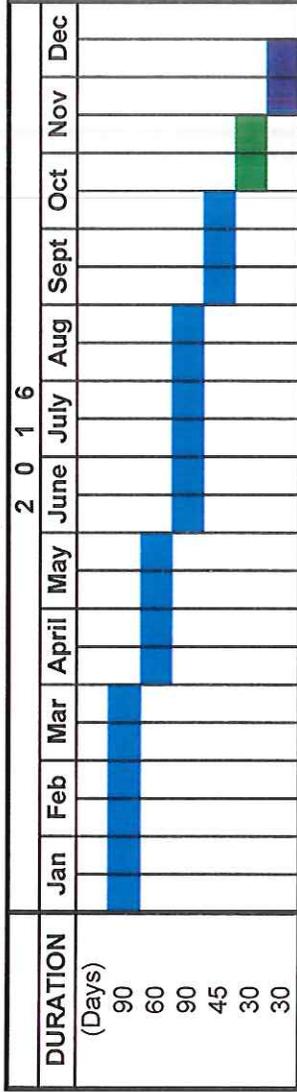
Payment Schedule

The CONSULTANT will complete this scope of services for the lump sum amount of **\$85,000.00**.

<u>Task</u>	<u>Description</u>	<u>Labor Fee</u>
1	Project Initiation, Survey, Geotechnical, and Schematic Design.	\$42,000.00
2	Design Development Plans.....	\$18,000.00
3	Drainage Design and Permitting.....	\$11,000.00
4	Final Construction Plans and Contract Documents	\$13,000.00
5	Contractor Selection Assistance	\$1,000.00
LUMP SUM FEE		\$85,000.00

Village of Palmetto Bay

SW 82nd Avenue Area (Basin 59/60) Paving and Drainage Improvements
 KHA Work Authorization 15-01
 Project Timeline



TASK DESCRIPTION

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



- Design Process
- Bid Process
- Contact Award