



To: Honorable Mayor and Village Council Date: May 2, 2016
From: Edward Silva, Village Manager Re: Acceptance of Tree Management Plan

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ACCEPTING THE VILLAGE OF PALMETTO BAY TREE MANAGEMENT PLAN, TO SERVE AS AN INFORMATIVE RESOURCE GUIDE FOR TREE MANAGEMENT, PLANTING PROGRAM STRATEGIES, AND DESIGN RECOMMENDATIONS TO MAINTAIN AND PROTECT TREES IN PUBLIC PLACES; AND FURTHER AUTHORIZING THE VILLAGE MANAGER TO IMPLEMENT THE TREE MANAGEMENT PLAN AS RECOMMENDED BY THE VILLAGE'S TREE ADVISORY BOARD; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

One of the Village's sustainability goals is to preserve the existing natural environment by providing adequate tree canopy as trees are an important part of a community. They provide aesthetic, environmental, and economic benefits. Their natural beauty and grace create a sense of place and soften the urban landscape. Their shade creates pleasant walking environments in our neighborhoods and business districts. They are habitat for wildlife. Trees also produce economic benefits by reducing the costs associated with storm water runoff, reduction of air pollution, and energy consumption. An abundance of trees is an important infrastructure that creates a positive urban image and enhances the aesthetic appeal of the Village.

The attached Tree Management Plan as recommended by the Village's Tree Advisory Board dated May 2016 (copy of Tree Management Plan is attached as Exhibit A) is the method of implementing our comprehensive program to maintain and improve our tree canopy. This plan will provide guidance for tree management within the Village and strategies for implementing action items. This plan will also guide the operation of the Village's community tree program, including planting, removal, pruning, trimming and other tree work necessary to achieve and maintain a quality, thriving community forest. In an effort to thoroughly assess the current tree coverage in public places, in 2014 the Village applied for and was awarded a grant from the United States Department of Agriculture (USDA) Forest Service through the Florida Forest Service's Urban and Community Forestry Plan Grant Program to inventory and assess the tree canopy in Village owned rights-of-way, public facilities and parks. The Village hired a qualified consultant to create a tree inventory and a GIS database to include the location, species, size, and health, of trees planted within the street rights-of-way, public facilities and parks. All data was entered into a computerized tree inventory accessible to Village staff via the Village's GIS database.

The Tree Management Plan is the next step in the street tree canopy management planning process. The first step in the process was taking an inventory of all the trees and stumps along the street right of ways (ROW) and in parks. The second step involved the review, analysis, assessment of existing tree population, and inventory of the entire city. The development is the culmination of all the prior steps where the Tree Board evaluated the inventory data provided in 2015 and created a street tree management plan.

In order to protect the Village of Palmetto Bay's community of trees and to ensure that it remains one of Palmetto Bay's finest assets, the Village Council created a Tree Advisory Board in 2008. In 2015, the board commenced developing a written management plan that would provide a systematic approach to all tree-related activities within the Village and that would provide guidelines for Village staff to administer the tree program. The recommended Tree Management shall serve as the basis for prioritization, scheduling and budgeting for the management of the Village's community forest, to assure tree health and survival. This plan will provide long term benefits and reduced liability through the elimination of hazardous conditions and the creation of a more diverse canopy with increased resistance to disease and storm events. The Plan will further serve as a blueprint to guide the Village in maintaining and increasing the overall public tree canopy. The Tree Management Plan solidifies and further advances the Village's sustainability efforts by improving air quality, mitigating storm water runoff, and enhancing walkability.

FISCAL/BUDGETARY IMPACT:

There is no budgetary impact. The budget will be reviewed on an annual basis to make tree/landscape related funding recommendations using the general policies established by the tree board regarding tree removal, planting, and maintenance. Funding will be available and budgeted for this item under "Special Revenue Fund-Transportation Sales Tax" in an amount up to \$2.00 per capital on an annual basis.

RECOMMENDATION:

Approval is recommended.

Attachments:

Exhibit A (Tree Management Plan)



VILLAGE OF PALMETTO BAY

TREE MANAGEMENT PLAN

*A guide for the maintenance, improvement and preservation of tree canopy
in the Village of PALMETTO BAY*

**AS RECOMMENDED BY TREE ADVISORY BOARD
FOR VILLAGE COUNCIL APPROVAL**

MAY, 2016

Tree Management Plan

Acknowledgments

The Village of PALMETTO BAY wishes to thank everyone who contributed to the preparation and development of the Village of PALMETTO BAY Tree Management Plan. Many people have donated their time, energy, expertise and enthusiasm to its creation. Special acknowledgment should be given to the members of the PALMETTO BAY Tree Advisory Board: Chairman, Henry Clifford, Craig Grossenbacher, Don Pybas, Rainer Schael, Anthony Sabbag, and Director of Public Works, Corrice Patterson, and Administrative Assistant to Public Works, Luz Dominguez.

Introduction

Trees, (small and large plants, and palms) are an important part of our Village. They provide aesthetic, environmental, and economic benefits. Their natural beauty and grace create a sense of place and soften the urban landscape. Their shade creates pleasant walking, driving, and bicycling environments in our neighborhoods and business districts. They provide important habitat for wildlife. Trees also produce economic benefits by reducing the costs associated with stormwater runoff, reduction of air pollution, and energy consumption and by increasing property values. According to the article *"22 Benefits of Urban Street Trees"* by Dan Burden, Senior Urban Designer, Summer 2006, *"For a planting cost of \$250-\$600 (which includes the first 3 years of maintenance), a single street tree returns over \$90,000 of direct benefits (not including aesthetics, social and natural) in a lifetime of the tree."*

This Tree Management Plan is the method of implementing our comprehensive program to maintain and improve our tree canopy. This plan will provide guidance for tree management within the Village of PALMETTO BAY and strategies for implementing the stated goals and objectives of the plan. This plan will guide the implementation of the Village's community tree program, including planting, removal, pruning, trimming and other tree work necessary to achieve and maintain a quality, thriving community forest.

This Tree Management Plan shall serve as the basis for prioritization, scheduling and budgeting for the management of the Village's community forest, to assure tree health and survival. This plan will provide long term benefits and reduced liability through the elimination of hazardous conditions and the creation of a more diverse canopy with increased resistance to disease and storm events.

It is the intention of the Tree Advisory Board that the Tree Management Plan be reviewed and amended, as deemed necessary by the Tree Advisory Board.

The Tree Management Plan is divided into five (5) sections; 1) Tree Inventory Action Plan, 2) Significant Natural Forested Areas, 3) Funding and Budgeting Action Plan, 4) Five Year Action Plan, and 5) References List.

1. Tree Inventory Action Plan

In 2014 the Village of PALMETTO BAY created a tree inventory and a GIS database. The Village hired a qualified consultant to determine the location, species, size, health, and replacement value of trees with a diameter at breast height (DBH) greater than two inches. The study revealed there are 25,566 trees made up of nearly 200 species in the Village's Right-of-Way, public facilities and parks. The data collected included, but was not limited to, unique identification number, species, trunk diameter, condition, primary maintenance needs, and location of each tree inventoried. All data was entered into a computerized GIS tree inventory accessible to Village staff via the Internet.

Please refer to the current Tree Inventory, Attachment A.



Action Item 1A: The Village will perform routine updates to the tree inventory as changes occur.

Updates to the tree inventory shall occur as trees are removed and/or replaced. All "tree work orders" will be forwarded to the tree inventory database manager.



Action Item 1B: The Tree Advisory Board will provide an Annual Summary Report and Work Plan to the Village of PALMETTO BAY, with respect to species composition, diversity, health factors, and prioritization, contained in the most current Tree Inventory.

Species Composition: In 2014 there were close to two-hundred different tree species in PALMETTO BAY's street rights-of-way and parks comprised mainly of 3,938 Live Oak, followed by the Pygmy Date Palm (2,412); Christmas Palm (1,535); Queen Palm (1,456); Black Olive (1,193); Coconut Palm (1,043); and many others.

Species Diversity: Data showing the distribution of different species within the Village will be referenced in selecting species for the planting programs to assure a healthy mix of diverse species along PALMETTO BAY's streets, in parks and other public spaces.

Health Assessment: The tree inventory rates the overall condition of the trees as (1) excellent, (2) average, (3) poor, (4) insect damaged, (5) physically damaged, or (6) under stress.

Priorities List: Because there are many needs throughout the Village, a priority list will be established in the Annual Summary Report and Work Plan. Examples of general priorities include:

1. Trees that are dead, dying or diseased will be removed/replaced.
2. Trees that are prohibited under Village Code Section 30.100.3(d)(1) or County Code will be removed/replaced.
3. Trees that obstruct visibility on streets and at intersections (motorist/pedestrian safety) will be pruned or removed.
4. Trees that interfere with pedestrian safety on sidewalks will be pruned or removed.



Action Item 1C: A comprehensive update to the GIS Tree Inventory will be conducted every five (5) years to contain the information from Action Items 1A and 1B, above, DBH data, and other pertinent information.

Diameter at Breast Height (DBH): DBH is measured at four (4) feet above the adjacent ground surface. The age and size of the trees within PALMETTO BAY's community forest range from the small, young trees in the neighborhoods built within the last decade to the much larger, mature trees. The tree inventory is a useful body of information on PALMETTO BAY's community forest. The Tree Inventory, updated at five-year intervals, will provide a useful measure of the composition and condition of the public trees within the community. This information can be worked in various ways to assist in the tree management program. For example,

1. Inventory information on the DBH can be sorted to show where there are concentrations of the largest (oldest, aging) trees, the areas and neighborhoods of newest (youngest, smallest) street trees, and the distribution of a large middle category of mature community forest - well established, substantial trees.
2. DBH information is an indicator of size and age of a tree. This can be informative from the "big picture" level and can be used to project zones of corridors in the community where different tree maintenance techniques and practices may apply. It is not a diagnostic tool; a young tree is not healthy by virtue of its youth, nor is a noble mature specimen automatically in decline because of its size and age.



Action Item 1D: A "windshield assessment" of the health of the trees in the community forest shall be conducted annually by the Tree Advisory Board and Village staff.

This assessment is not intended to be comprehensive or all inclusive. It is intended for the sole purpose of providing useful information to Village staff with respect to tree concerns and safety issues, so that proactive and expedient action can be taken, when warranted.

2. Significant Natural Forested Areas

In addition to the substantial street tree canopy of the Village of PALMETTO BAY, significant natural forested areas remain within the Village. These forested areas were beyond the scope of the initial Tree Inventory and therefore were not surveyed.

Some of the largest and most environmentally sensitive forests within the Village are located on public lands such as the pine rockland / hardwood hammock at the Deering Estate and the pine rockland at Coral Reef Park. Other significant forested areas are located on privately owned lands, which in some cases have little or no regulatory protections under applicable laws and may not be properly managed or maintained. Prior to development, large areas of the Village consisted of pine rocklands and over 98% countywide (outside of

Everglades National Park) of our pine rockland forest have been destroyed by development over the years. It is notable that the Village Council passed a resolution relating to the preservation of pine rocklands around August 2015 in recognition of the globally imperiled status of this forest type. Because of the intrinsic aesthetic and environmental values provided to the Village and its residents, this Tree Management plan includes management considerations for these significant forested areas.



Action Item 2A: The Tree Advisory Board and Village staff will perform an annual assessment of publicly owned forested areas with respect to impacts to the Village and acquisition possibilities.

Publicly owned forested areas that are in poor condition (not currently being maintained) include the exotics dominated site on the south side of Richmond Dr. between SW 88 Ct. and SW 88 Ave. This Miami-Dade County owned site has been added to the surplus list to be sold to a private developer unless the Village was to seek conveyance of it or some type of partnership with Miami-Dade County as a pocket park with a restored canopy of appropriate native trees.



Action Item 2B: The Tree Advisory Board and Village staff will perform an annual assessment of privately owned forested areas, after obtaining permission from the property owner, with respect to impacts to the Village and partnership possibilities.

Privately owned forested areas include moderate to high quality pine rocklands such as those located in the FPL transmission corridor between Old Cutler Rd. and the former Cutler Power Plant as well as the pine rocklands and hammock located along the east side of Old Cutler Rd. between SW 184 St. and SW 177 St.

3. Funding and Budgeting Action Plan

Funding for the tree program comes from a variety of sources, such as:

1. General Fund, Tree Program Departments, Line Item
2. Donations of money and time from local businesses and community organizations
3. Grants (Community Forestry, Arbor Day, Tree City, etc.)



Action Item 3: The Tree Advisory Board will review budgets annually (est. May or June) to make tree/landscape related funding and budget recommendations to the Village Council for incorporation into the PALMETTO BAY Village Annual Budget (fiscal period, Oct. 1 - Sept. 30).

Budget amounts for tree management activities are based on past expenditures for removal, tree planting, general maintenance and storm-damage clean up, and on recommendations from the Public Works Director, Community Development Manager, and Department of

Public Services Superintendent. Funding and budgeting amounts and percentages can fluctuate due to resident cost share participation and grant awards. The following table is a guideline for funding allocation for annual tree related activities:

ACTIVITY	PERCENT OF ANNUAL BUDGET
Removal of hazardous, prohibited, dead, and declining trees	20%
Tree maintenance activities (trimming, pruning, etc.)	40%
Tree Planting	35%
Administrative Activities	5%

4. Five Year Action Plan



Action Item 4: The Tree Advisory Board will establish a “Five Year Action Plan” to serve as a guide for the Board’s goals and objectives for a five (5) year period.

A five year action plan will be implemented every five (5) years to help ensure implementation of the Tree Management Plan as well as the Tree Advisory Board’s goals and objectives for a healthy and thriving urban forest in the Village of PALMETTO BAY.

5. Reference List

The following reference list may be used by the Village of PALMETTO BAY and the Tree Advisory Board as a tool in implementing the goals and objectives of the Tree Management Plan and Five Year Work Plan:

1. Florida Department of Agriculture, Grades and Standards for Nursery Plants, 2015
2. FPL Right Tree Right Place.
<https://www.fpl.com/reliability/trees/tree-location.html?cid=aliasrighttree>
3. Albers, et al. 2003. Urban Tree Risk Management: A Community Guide to Program Design and Implementation. USDA Forest Service Northeastern Area State and Private Forestry.
4. Duryea, Mary L., Eliana Kampf, Ramon C. Littel, and Carlos D. Rodriguez-Pedraza. 2007. Hurricanes and the urban forest: II effects on tropical and subtropical tree species. *Arboriculture & Urban Forestry* 33, no. 2: 98-112.
<http://hort.ifas.ufl.edu/treesandhurricanes/documents/pdf/EffectsOnTropicalAndSubtropicalTreeSpecies.pdf>
5. Gilman, E.F. University of Florida IFAS. 2011. Tree Assessment, evaluation, and risk. <http://hort.ifas.ufl.edu/woody//hazard-trees.shtml>
6. Gilman, E. F. 2003. Branch-to-stem diameter ratio affects strength of attachment. *Journal of Arboriculture* 29, no. 5: 291-294.
7. International Society of Arboriculture (ISA). 2005. Trees are Good, Recognizing Tree Hazards. <http://www.treesaregood.com/treecare/hazards.aspx>
8. USDA Forest Service Northeastern Area. Undated. A Guide: Developing a Street and Park Tree Management Plan. Northeast Center for Urban and Community Forestry, Holdsworth Natural Resources Center, University of Massachusetts, Amherst, MA. V/
9. Miami-Dade County Guide for Street Tree Planting.
http://www.miamidade.gov/parks/library/guide_tree_book.pdf
10. The UF Miami-Dade Extension Office, Is My Tree Safe? Recognizing Conditions that Increase the Likelihood of Tree Failure - <http://edis.ifas.ufl.edu/ep507>
11. The Miami-Dade Extension "Low-Maintenance Landscape Plants for South Florida" -
<http://miami-dade.ifas.ufl.edu/old/programs/fyn/publications/dtpl.htm>

Village of Palmetto Bay
Tree Inventory within ROW's
EXHIBIT "A"

Tree Species within Palmetto Bay City ROW's		Quantity
1	African Oil Palm	9
2	Akee	1
3	Allspice	3
4	Areca Palm	447
5	Australian Pine	200
6	Avocado	52
7	Bald Cypress	13
8	Bamboo Cluster	2
9	Bamboo Palm	19
10	Banana Tree	20
11	Banyan	3
12	Baobab	5
13	Barbados Cherry	1
14	Bird of Paradise	6
15	Bismark Palm	330
16	Black Mangrove	1
17	Black Olive	1193
18	Blue Latan Palm	2
19	Bottle Palm	256
20	Bottlebrush	199
21	Bougainvillea	11
22	Brazilian Beauty Leaf	30
23	Brazilian Pepper	34
24	Buccaneer Palm	8
25	Cabbage Palm	411
26	Canary Island Date Palm	396
27	Carpentaria Palm	5
28	Carrotwood	3
29	Cassia sp.	1
30	Ceiba sp.	1
31	Cherry Tree	1
32	Chinese Fan Palm	462
33	Chinese Tallow	2
34	Christmas Palm	1535
35	Citrus sp.	2
36	Coconut Palm	1043
37	Crepe Myrtle	37
38	Crown of Thorns	4
39	Cuban Tamarind	2
40	Custard Apple	1
41	Cycad Palm	15
42	Dahoon Holly	9
43	Date Palm	25
44	Desert Cassia	14
45	Dracanea	65
46	Dwarf Schefflera	1
47	Elderberry	2
48	Eucalyptus	22

Village of Palmetto Bay
Tree Inventory within ROW's
EXHIBIT "A"

Tree Species within Palmetto Bay City ROW's		Quantity
49	European Fan Palm	7
50	Fiddlewood	3
51	Firebush	38
52	Fishtail Palm	21
53	Florida Thatch Palm	291
54	Foxtail Palm	314
55	Frangipani	150
56	Gardenia	2
57	Glaucous Cassia	71
58	Golden Shower Tree	59
59	Grandfather Palm	1
60	Green Buttonwood	80
61	Guava	6
62	Gumbo Limbo	582
63	Hawaiian Thai	2
64	Hibiscus	12
65	Hong Kong Orchid	107
66	Indian Rosewood	11
67	Ironwood	3
68	Island Marlberry	1
69	Italian Cypress	15
70	Jacaranda	23
71	Japanese Blueberry	231
72	Japanese Fern Tree	35
73	Japanese Privet	282
74	Java Bishopwood	180
75	Java Plum	9
76	Jelly Palm	21
77	Juniper	10
78	Kapok	6
79	Lang Jujube	1
80	Lantana	1
81	Laurel Oak	7
82	Lead Tree	15
83	Lignum Vitae	3
84	Lime Tree	2
85	Live Oak	3938
86	Longan Tree	8
87	Loquat	3
88	Lychee	7
89	MacArthur Palm	81
90	Magenta Cherry	1
91	Mahogany	783
92	Majesty Palm	1
93	Mango	236
94	Marlberry	1
95	Mimosa	1
96	Montgomery Palm	781
97	Mulberry	1

Village of Palmetto Bay
Tree Inventory within ROW's
EXHIBIT "A"

Tree Species within Palmetto Bay City ROW's		Quantity
98	Myrsine	1
99	Neem Tree	5
100	Nickerbean	1
101	Norfolk Island Pine	56
102	Oleander	10
103	Orange Geiger	20
104	Papaya	6
105	Paradise Tree	16
106	Paurotis Palm	51
107	Peregrina	49
108	Pigeon Plum	30
109	Pink Cassia	6
110	Pink Tabebuia	175
111	Pitch Apple	56
112	Plantain	1
113	Podocarpus	21
114	Poisonwood	3
115	Pond Apple	1
116	Pongam	39
117	Ponytail Palm	10
118	Powderpuff Tree	6
119	Pressed Cedar	12
120	Prickly Ash	1
121	Prickly Pear Cactus	1
122	Princess Palm	1
123	Pygmy Date Palm	2412
124	Queen Crepe Myrtle	26
125	Queen Palm	1456
126	Red Bay	4
127	Red Cassia	1
128	Red Maple	8
129	Royal Palm	972
130	Royal Poinciana	496
131	Rubber Tree	2
132	Sago Palm	11
133	Sapodilla	28
134	Satin Leaf	15
135	Saw Palmetto	6
136	Screw Pine	58
137	Sea Grape	63
138	Senegal Date Palm	105
139	Senna sp.	19
140	Shady Lady	2
141	Shaving Brush Tree	1
142	Silk Floss Tree	8
143	Silk Oak	2
144	Silver Buttonwood	201
145	Simpson's Stopper	3
146	Slash Pine	45

Village of Palmetto Bay
 Tree Inventory within ROW's
 EXHIBIT "A"

Tree Species within Palmetto Bay City ROW's		Quantity
147	Snow on Mountain	1
148	Solitaire Palm	474
149	Southern Magnolia	11
150	Spanish Bayonet	3
151	Spanish Stopper	9
152	Spindle Palm	172
153	Spiny Licuala	2
154	Starburst Clerodendron	29
155	Starfruit Tree	9
156	Sterile Cross	2
157	Strangler Fig	143
158	Strawberry Guava	10
159	Sugar Apple	1
160	Sunshine Palm	4
161	Sweet Bay	3
162	Tamarind	29
163	Texas Wild Olive	19
164	Travelers Palm	30
165	Triangle Palm	98
166	Tropical Almond	29
167	Umbrella Tree	69
168	Viburnum Shrub	6
169	Washington Palm	470
170	Weeping Fig	153
171	White Geiger	3
172	Wild Lemon	1
173	Wild Lime	1
174	Wild Tamarind	14
175	Willow Busic	2
176	Winin Palm	1
177	Woman's Tongue	14
178	Yellow Poinciana	42
179	Yellow Tabebuia	73
Total Number of Trees in Inventory within City ROW's		23,797

PROPOSED
RESOLUTION



To: Honorable Mayor and Village Council

Date: May 2, 2016

From: Edward Silva, Village Manager

Re: Contract Agreement with R.J.
Behar for SRTS Improvements

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS; APPROVING THE CONTRACT AGREEMENT WITH R.J. BEHAR FOR PROFESSIONAL ENGINEERING SERVICES TO PREPARE DESIGN, CONSTRUCTION PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS FOR THE SAFE ROUTES TO SCHOOL IMPROVEMENTS NEAR PERRINE ELEMENTARY AND CORAL REEF ELEMENTARY PRIORITY 2 PROJECTS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AGREEMENT WITH R.J. BEHAR AND APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$115,492; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

The Village's Procurement division issued Invitation to Bid No: 1516-11-001/Civil Engineering Design Service for Safe Routes to School (SRTS) on Monday, November 23, 2015. The firm selected pursuant to the competitive bid process was R.J. Behar, Inc., which selection was approved by the Village Council on February 1, 2016 via Resolution No 2016-11 (Resolution No. 2016-11 is attached as Exhibit A). Resolution No. 2016-11 authorized the Village Manager to negotiate a contract agreement with R.J. Behar, Inc., a pre-qualified continuing services engineer for civil engineering services to design (SRTS) infrastructure improvements.

It is recommended that the Village Council authorize the Village Manager to execute a contract agreement with R.J. Behar to provide professional civil engineering services to the Village for preparation of design, construction plans, and specifications for the Coral Reef Elementary Priority 2 and Perrine Elementary SRTS infrastructure improvements for a total contract cost of \$115,492.

FISCAL /BUDGETARY IMPACT:

This item is funded under "Special Revenue Fund- Transportation" in an amount not to exceed \$115,492 in fiscal year 2015-2016 (funds will be reimbursed from FDOT SRTS Program).

RECOMMENDATION:

Approval is recommended.

Attachments:

Exhibit A – (Resolution No. 2016-11)

RESOLUTION NO. 2016-11

1
2
3 A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF
4 THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO
5 CIVIL ENGINEERING DESIGN SERVICES FOR SAFE ROUTES TO
6 SCHOOL (SRTS) INFRASTRUCTURE IMPROVEMENTS NEAR
7 CORAL REEF ELEMENTARY SCHOOL AND PERRINE
8 ELEMENTARY SCHOOL WITHIN THE VILLAGE OF PALMETTO
9 BAY; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE A
10 CONTRACT AGREEMENT WITH R.J. BEHAR, INC., A VILLAGE
11 PRE-QUALIFIED CONTINUING SERVICES ENGINEER FOR CIVIL
12 ENGINEERING SERVICES TO DESIGN (SRTS) INFRASTRUCTURE
13 IMPROVEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.
14

15
16 WHEREAS, the Village of Palmetto Bay contracted with The Corradino Group to
17 prepare a Safe Routes to School Study for the Village of Palmetto Bay; and,
18

19 WHEREAS, The Corradino Group study determined that priority improvement projects
20 should consist of sidewalks, crosswalk upgrades, pavement and striping improvements, turn
21 restriction signage, speed control devices, and traffic signal modifications of both Coral Reef
22 Elementary School and Perrine Elementary School; and,
23

24 WHEREAS, the firm recommended to prepare plans for the work recommended is R. J.
25 BEHAR, INC., which is one of the pre-qualified firms selected to provide the Village with
26 continuing professional consulting services in the following engineering disciplines: Civil
27 Engineering and Transportation Planning and Engineering; and,
28

29 WHEREAS, the Village Manager is authorized to negotiate a contract agreement with
30 R. J. BEHAR, INC., to provide professional civil engineering services to the Village of Palmetto
31 Bay for the preparation of design, construction plans, and specifications for Coral Reef
32 Elementary School categorized as Priority 2 and Perrine Elementary School for the Safe Routes
33 to School Program.
34

35 NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE
36 COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:
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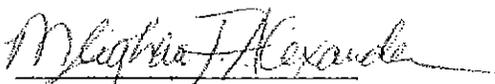
38 Section 1. The Village Manager is authorized to contract with R.J. Behar to
39 provide professional civil engineering services to the Village for the preparation and
40 design, construction plans, and specifications for SRTS improvements at Coral Reef
41 Elementary School, Priority 2, in an amount not to exceed \$75,551, which is to be reimbursed
42 from Florida Department of Transportation Safe Routes to School Program for Fiscal Year
43 2015-16.
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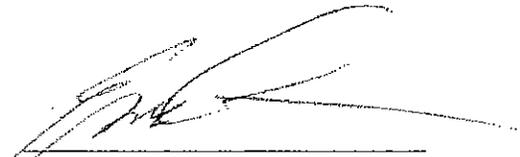
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Section 2. This Resolution shall become effective immediately.

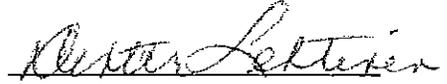
PASSED AND ADOPTED this 1st day of February, 2016.

Attest:


Meighan J. Alexander
Village Clerk


Eugene Flinn
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 Karyn Cunningham	<u>YES</u>
Council Member Tim Schaffer	<u>YES</u>
Council Member Larissa Siegel Lara	<u>YES</u>
Vice-Mayor John DuBois	<u>YES</u>
Mayor Eugene Flinn	<u>YES</u>

PROPOSED
RESOLUTION

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Penine Elementary SRTS
 County: Deade
 FPN: NA
 EAP No.: NA
 Consultant Name: R.J. Behar and Co.
 Consultant No.: enter consultants proj. number
 Date: 3/23/2016
 Estimator: Insert Name

Staff Classification	Hours From Summary - Firm	Project Manager	Senior Engineer	Project Engineer	Designer	CADD Tech	Staff Classification												SH By Activity	Salary Cost By Activity	Average Rate Per Task
							1	2	3	4	5	6	7	8	9	10	11	12			
3. Project General and Project Common Tasks	48	34	5	5	5	0	0	0	0	0	0	0	0	0	0	0	0	\$7,865	49	\$160.51	
4. Roadway Analysis	34	3	7	10	7	7	0	0	0	0	0	0	0	0	0	0	0	\$3,963	34	\$116.58	
5. Roadway Plans	204	20	41	61	41	41	0	0	0	0	0	0	0	0	0	0	0	\$23,938	204	\$117.34	
6. Drainage Analysis	12	1	2	4	2	2	0	0	0	0	0	0	0	0	0	0	0	\$1,294	11	\$117.64	
7. Utilities	22	2	4	7	4	4	0	0	0	0	0	0	0	0	0	0	0	\$2,469	21	\$117.57	
8. Environmental Permis. Compliances & Clearances	8	1	2	2	2	2	0	0	0	0	0	0	0	0	0	0	0	\$1,056	9	\$117.33	
9. Structures - Misc. Tasks, Dvgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	0	\$0	
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	0	\$0	
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	0	\$0	
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	0	\$0	
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	0	\$0	
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	0	\$0	
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	0	\$0	
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	0	\$0	
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	0	\$0	
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	0	\$0	
19. Signing & Pavement Marking Analysis	10	1	2	3	2	2	0	0	0	0	0	0	0	0	0	0	0	\$1,175	10	\$117.50	
20. Signing & Pavement Marking Plans	53	5	11	16	11	11	0	0	0	0	0	0	0	0	0	0	0	\$6,313	54	\$116.91	
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	0	\$0	
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	0	\$0	
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	0	\$0	
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	0	\$0	
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	0	\$0	
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	0	\$0	
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	0	\$0	
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	0	\$0	
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	0	\$0	
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	0	\$0	
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	0	\$0	
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	0	\$0	
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	0	\$0	
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	0	\$0	
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	0	\$0	
Total Staff Hours	391	67	74	108	74	69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48,073.00	392	\$122.64	
Total Staff Cost	\$12,060.00	\$11,840.00	\$12,652.00	\$5,180.00	\$6,141.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48,073.00	Check =	\$48,073.00	

Survey Field Days by Subconsultant
 4 - Person Crew:

SALARY RELATED COSTS:
 OVERHEAD: 0%
 OPERATING MARGIN: 0%
 FCCM (Facilities Capital Cost Money): 0.00%
 EXPENSES: 0.00%
 Survey (field - if by Prime) 0 \$ / day
 SUBTOTAL ESTIMATED FEE: 4-man crew days @
 Subconsultant: Longitude Surveying
 Subconsultant: Sub 2
 SUBTOTAL ESTIMATED FEE: \$9,995.00
 Geotechnical Field and Lab Testing \$58,068.00
 SUBTOTAL ESTIMATED FEE: \$0.00
 Optional Services \$69,068.00
 GRAND TOTAL ESTIMATED FEE: \$0.00
 \$66,068.00

Notes:
 1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
 2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

Project Activity 3: General Tasks

Perrine Elementary SRTS
NA

Estimator:

Task No.	Task	Units	No of Units	Hours/Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	1	0	0	
3.1.2	Notifications	LS	1	0	0	
3.1.3	Prepare Mailing Lists	LS	1	0	0	
3.1.4	Median Modification Letters	LS	1	0	0	
3.1.5	Driveway Modification Letters	LS	1	0	0	
3.1.6	Newsletters	LS	1	0	0	
3.1.7	Renderings and Fly Throughs	LS	1	0	0	
3.1.8	PowerPoint Presentation	LS	1	0	0	
3.1.9	Public Meeting Preparations	LS	1	2	2	
3.1.10	Public Meeting Attendance/Followup	LS	1	4	4	
3.1.11	Other Agency Meetings	LS	1	0	0	
3.1.12	Web Site	LS	1	0	0	
3.1 Public Involvement Subtotal					6	
3.2	Joint Project Agreements	EA	0	10	0	LAP documentation
3.3	Specifications Package Preparation	LS	1	4	4	
3.4	Contract Maintenance and EDMS	LS	1	6	6	
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	1	32	32	See listing below
3.7	Plans Update	LS	1	0	0	

Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/Unit	Total Hours	Comments
3.8	Post Design Services	LS	1	0	0	
3.9	Electronic/Digital Delivery	LS	1	0	0	
3.10	Risk Assessment Workshop	LS	1	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	1	0	0	
3.12	Other Project General Tasks	LS	1	0	0	
3. Project Common and Project General Tasks Total					48	

3.6 - List of Project Manager Meetings

Roadway Analysis	EA	1	2	2
Drainage	EA	1	2	2
Utilities	EA	0	1	0
Environmental	EA	0	0	0
Structures	EA	0	0	0
Signing & Pavement Marking	EA	1	2	2
Signalization	EA	0	0	0
Lighting	EA	0	0	0
Landscape Architecture	EA	0	0	0
Survey	EA	0	0	0
Photogrammetry	EA	0	0	0
ROW & Mapping	EA	0	0	0
Terrestrial Mobile LIDAR	EA	0	0	0
Architecture	EA	0	0	0
Noise Barriers	EA	0	0	0
ITS Analysis	EA	0	0	0
Geotechnical	EA	0	0	0
Progress Meetings	EA	6	2	12
Phase Reviews	EA	2	4	8
Field Reviews	EA	2	3	6
Total Project Manager Meetings		13		32
				Carries to 3.6

Notes:

1. If the hours per meeting vary in length (hours) enter the average in the hour/unit column.
2. Do not double count agency meetings between permitting agencies.
3. Project manager meetings are calculated in each discipline sheet and brought forward to column D except for Photogrammetry.

Project Activity 4: Roadway Analysis

Estimator:

Perrine Elementary SRTS
NA

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.1	Typical Section Package	LS	1	4	4	
4.2	Pavement Type Selection Report	LS	1	0	0	
4.3	Pavement Design Package	LS	1	4	4	
4.4	Cross-Slope Correction	LS	1	0	0	
4.5.1	Horizontal /Vertical Master Design Files	LS	1	0	0	
4.5.2	Horizontal /Vertical Master Design Files (skeletal plans)	LS	1	0	0	
4.6	Access Management	LS	1	0	0	
4.7	Cross Section Design Files	LS	1	0	0	
4.8	Traffic Control Analysis	LS	1	6	6	
4.9	Master TCP Design Files	LS	1	4	4	
4.10	Design Variations and Exceptions	LS	1	0	0	
4.11	Design Report	LS	1	0	0	
4.12	Quantities	LS	1	4	4	
4.13	Cost Estimate	LS	2	4	8	
4.14	Technical Special Provisions	LS	1	0	0	
4.15	Other Roadway Analysis	LS	1	0	0	
Roadway Analysis Technical Subtotal					30	
4.16	Field Reviews	LS	1	0	0	
4.17	Technical Meetings	LS	1	0	0	Meetings are listed below
4.18	Quality Assurance/Quality Control	LS	%	5%	2	

Project Activity 4: Roadway Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.19	Independent Peer Review	LS	%	0%	0	
4.20	Supervision	LS	%	5%	2	
Roadway Analysis Nontechnical Subtotal						
					4	
4.21	Coordination	LS	%	0%	0	
4. Roadway Analysis Total						
					34	

Technical Meetings

Typical Section	EA	0	0	0	0
Pavement	EA	0	0	0	0
Access Management	EA	0	0	0	0
15% Line and Grade	EA	0	0	0	0
Driveways	EA	0	0	0	0
Local Governments (cities, counties, MPO)	EA	0	0	0	0
Work Zone Traffic Control	EA	0	0	0	0
30/60/90/100% Comment Review Meetings	EA	0	0	0	0
Other Meetings	EA	0	0	0	0
Subtotal Technical Meetings					0

Progress Meetings (if required by FDOT)	EA	0	0	0	0
Phase Review Meetings	EA	0	0	0	0

Total Meetings					0
					Carries to 4.17

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 5: Roadway Plans

Estimator:

Perrine Elementary SRTS
NA

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.1	Key Sheet		Sheet	1	4	1	4	
5.2	Summary of Pay Items Including Quantity Input		Sheet	1	8	1	8	
5.3	Drainage Map (Including Interchanges)		Sheet	0	0	0	0	
5.4	Typical Section Sheets							
5.4.1	Typical Sections		EA	1	4		4	
5.4.2	Typical Section Details		EA	0	0		0	
5.5	General Notes/Pay Item Notes		Sheet	1	10	1	10	
5.6	Summary of Quantities		Sheet	1	6	1	6	
5.7	Box Culvert Data Sheet		Sheet	0	0	0	0	
5.8	Bridge Hydraulics Recommendation Sheets		Sheet	0	0	0	0	
5.9	Summary of Drainage Structures		Sheet	0	0	0	0	
5.10	Optional Pipe/Culvert Material		Sheet	0	0	0	0	
5.11	Project Layout		Sheet	0	0	0	0	
5.12	Plan/Profile Sheet		Sheet	0	0	0	0	
5.13	Profile Sheet		Sheet	0	0	0	0	
5.14	Plan Sheet		Sheet	15	6	15	90	
5.15	Special Profile		Sheet	0	0	0	0	
5.16	Back-of-Sidewalk Profile Sheet		Sheet	0	0	0	0	
5.17	Interchange Layout Sheet		Sheet	0	0	0	0	
5.18	Ramp Terminal Details (Plan View)		Sheet	0	0	0	0	

Project Activity 5: Roadway Plans

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments	
5.19	Intersection Layout Details		Sheet	0	0	0	0		
5.20	Special Details		EA	1	18		18		
5.21	Drainage Structure Sheet (Per Structure)		EA	0	0		0		
5.22	Miscellaneous Drainage Detail Sheets		Sheet	0	0	0	0		
5.23	Lateral Ditch Plan/Profile		Sheet	0	0	0	0		
5.24	Lateral Ditch Cross Sections		EA	0	0		0		
5.25	Retention/Detention Ponds Detail Sheet		Sheet	1	0	1	0		
5.26	Retention Pond Cross Sections		EA	0	0		0		
5.27	Cross-Section Pattern Sheet		Sheet	0	0	0	0		
5.28	Roadway Soil Survey Sheet		Sheet	0	0	0	0		
5.29	Cross Sections		EA	5	1.5		8		
5.30	Temporary Traffic Control Plan Sheets		Sheet	2	12	2	24	Level 1	
5.31	Temporary Traffic Control Cross Section Sheets		EA	0	0		0		
5.32	Temporary Traffic Control Detail Sheets		Sheet	0	0	0	0		
5.33	Utility Adjustment Sheets		Sheet	0	0	0	0		
5.34	Selective Clearing and Grubbing		Sheet	0	0	0	0		
5.35	Erosion Control Plan		Sheet	0	0	0	0		
5.36	SWPPP		Sheet	1	14	1	14		
5.37	Project Network Control Sheet		Sheet	0	0	0	0		
5.38	Environmental Detail Sheets		LS	0	0		0		
5.39	Utility Verification Sheet (SUE Data)		Sheet	0	0	0	0		
Roadway Plans Technical Subtotal							23	186	

Project Activity 5: Roadway Plans

Task No.	Task	Scale	Units	No. of Units	Hours/Unit	No. of Sheets	Total Hours	Comments	
5.40	Quality Assurance/Quality Control		LS	%	5%		9		
5.41	Supervision		LS	%	5%		9		
5. Roadway Plans Total							23	204	

Project Activity 6: Drainage Analysis

Estimator:

Perrine Elementary SRTS
NA

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6.1	Determine Base Clearance Water Elevation	Per Basin	0	0	0	
6.2	Pond Siting Analysis and Report	Per Basin	0	0	0	
6.3	Design of Cross Drains	EA	0	0	0	
6.4	Design of Ditches	Per Ditch Mile	0	0	0	
6.5	Design of Stormwater Management Facility (Offsite or Infield Pond)	EA	0	0	0	
6.6	Design of Stormwater Management Facility (Roadside Ditch as Linear Pond)	Per Cell	0	0	0	
6.7	Design of Flood Plain Compensation	Per Flood-plain Basin	0	0	0	
6.8	Design of Storm Drains	EA	0	0	0	
6.9	Optional Culvert Material	LS	0	0	0	
6.10	French Drain Systems	Per Cell	0	0	0	
6.11	Drainage Wells	EA	0	0	0	
6.12	Drainage Design Documentation Report	LS	1	10	10	
6.13	Bridge Hydraulic Report	EA	0	0	0	
6.14	Temporary Drainage Analysis	LS	1	0	0	
6.15	Cost Estimate	LS	1	0	0	
6.16	Technical Special Provisions	LS	1	0	0	
6.17	Other Drainage Analysis	LS	1	0	0	

Project Activity 6: Drainage Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
Drainage Analysis Technical Subtotal 10						
6.18	Field Reviews	LS	1	0	0	
6.19	Technical Meetings	LS	1	0	0	Meetings are listed below
6.20	Quality Assurance/Quality Control	LS	%	5%	1	
6.21	Independent Peer Review	LS	%	0%	0	
6.22	Supervision	LS	%	5%	1	
Drainage Analysis Nontechnical Subtotal 2						
6.23	Coordination	LS	%	0%	0	
6. Drainage Analysis Total 12						

Technical Meetings

Base Clearance Water Elevation	EA	0	0	0	0
Pond Siting	EA	0	0	0	0
Agency	EA	0	0	0	0
Local Governments (cities, counties)	EA	0	0	0	0
FDOT Drainage	EA	0	0	0	0
Other Meetings	EA	0	0	0	0
Subtotal Technical Meetings		0	0	0	0
Progress Meetings (if required by FDOT)	EA	0	0	0	0
Phase Review Meetings	EA	0	0	0	0
Total Meetings		0			0

Carries to 6.19

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 7: Utilities

Perrine Elementary SRTS
NA

Estimator:

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
7.1	Kickoff Meeting	LS	1	0	0	
7.2	Identify Existing UAO(s)	LS	6	1	6	
7.3	Make Utility Contacts	LS	6	1	6	
7.4	Exception Processing	LS	1	0	0	
7.5	Preliminary Utility Meetings	LS	1	4	4	
7.6	Individual/Field Meetings	LS	1	0	0	
7.7	Collect and Review Plans and Data from UAO(s)	LS	1	0	0	
7.8	Subordination of Easements Coordination	LS	1	0	0	
7.9	Utility Design Meeting	LS	1	0	0	
7.10	Review Utility Markups & Work Schedules, and Processing of Schedules & Agreements	LS	6	1	6	
7.11	Utility Coordination/Followup	LS	1	0	0	
7.12	Utility Constructability Review	LS	1	0	0	
7.13	Additional Utility Services	LS	1	0	0	
7.14	Processing Utility Work by Highway Contractor (UWHC)	LS	1	0	0	
7.15	Contract Plans to UAO(s)	LS	1	0	0	
7.16	Certification/Close-Out	LS	1	0	0	
7.17	Other Utilities	LS	1	0	0	
7. Utilities Total					22	

Project Activity 7: Utilities

Technical Meetings	
Kickoff	EA 0
Preliminary Meeting	EA 0
Individual UAO Meetings	EA 0
Field Meetings	EA 0
Design Meeting	EA 0
Other Meetings	EA 0
<hr/>	
Total Technical Meetings	0

Project Activity 8: Environmental Permits

Perrine Elementary SRTS
NA

Estimator:

Task No.	Task	Units	No of Units	Hours/ Units	Total Hours	Comments
Environmental Permits, Compliances and Clearances						
8.1	Preliminary Project Research	LS	1	2	2	
Permits						
8.2	Complete Permit Involvement Form	LS	1	2	2	
Field Work						
8.3.1	Pond Site Alternatives	LS	1	0	0	
8.3.2	Establish Wetland Jurisdictional Lines and Assessments	LS	1	0	0	
8.3.3	Species Surveys	LS	1	0	0	
8.3.4	Archeological	LS	1	0	0	
8.4	Agency Verification of Wetland Data	LS	1	0	0	
Complete And Submit All Required Permit Applications						
8.5.1	Complete and Submit All Required Wetland Permit Applications	LS	1	0	0	
8.5.2	Complete and Submit All Required Species Permit Applications	LS	1	0	0	
8.6	Prepare Dredge and Fill Sketches (as needed)	LS	1	0	0	
8.7	Prepare USCG Permit Sketches	LS	1	0	0	
8.8	Prepare Water Management District Right-of-Way Occupancy Sketches	LS	1	0	0	
8.9	Prepare Coastal Construction Control Line (CCCL) Permit Application	LS	1	0	0	
8.10	Prepare Tree Permit Information	LS	1	0	0	
8.11	Mitigation Design	LS	1	0	0	
8.12	Mitigation Coordination and Meetings	LS	1	0	0	

Project Activity 8: Environmental Permits

Task No.	Task	Units	No. of Units	Hours/Units	Total Hours	Comments
8.13	Other Environmental Permits	LS	1	4	4	
Environmental Clearances/Reevaluations						
8.14	Technical support to Department for Environmental Clearances and Reevaluations					
8.14.1	NEPA or SEIR Reevaluation	LS	1	0	0	
8.14.2	Archaeological and Historical Features	LS	1	0	0	
8.14.3	Wetland Impact Analysis	LS	1	0	0	
8.14.4	Essential Fish Habitat	LS	1	0	0	
8.14.5	Wildlife and Habitat Impact Analysis	LS	1	0	0	
8.14.6	Section 7 or Section 10 Consultation	LS	1	0	0	
8.15	Preparation of Environmental Clearances and Reevaluations					
8.15.1	NEPA or SEIR Reevaluation	LS	1	0	0	
8.15.2	Archaeological and Historical Features	LS	1	0	0	
8.15.3	Wetland Impact Analysis	LS	1	0	0	
8.15.4	Wildlife and Habitat Impact Analysis	LS	1	0	0	
8.15.5	Section 7 or Section 10 Consultation	LS	1	0	0	
8.16	Contamination Impact Analysis	LS	1	0	0	
8.17	Asbestos Survey	LS	1	0	0	
Environmental Permits, Compliance, and Clearances/Reevaluations Technical Subtotal					8	
8.18	Technical Meetings	LS	1	0	0	Meetings are listed below
8.19	Quality Assurance/Quality Control	LS	%	5%	0	
8.20	Supervision	LS	%	5%	0	
Environmental Permits, Compliance, and Clearances Nontechnical Subtotal					0	
8.21	Coordination	LS	%	0%	0	
8. Environmental Permits, Compliance, and Clearances Total					8	

Project Activity 8: Environmental Permits

Task No.	Task	Units	No. of Units	Hours/Units	Total Hours	Comments
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Technical Meetings

WMD	EA	0	0	0	0	
NMFS	EA	0	0	0	0	
ACOE	EA	0	0	0	0	
USCG	EA	0	0	0	0	
USFWS	EA	0	0	0	0	
FFWCC	EA	0	0	0	0	
FDOT	EA	0	0	0	0	
Other Meetings	EA	0	0	0	0	
Subtotal Technical Meetings					0	

Progress Meetings
Phase Review Meetings

EA	0	0	0	0	0
EA	0	0	0	0	0

Total Meetings

0

Carries to 8.18

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 19: Signing and Pavement Marking Analysis

Perrine Elementary SRTS
NA

Estimator:

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
19.1	Traffic Data Analysis	LS	1	0	0	
19.2	No Passing Zone Study	LS	1	0	0	
19.3	Reference and Master Design File	LS	1	0	0	
19.4	Multi-Post Sign Support Calculations	EA	1	0	0	
19.5	Sign Panel Design Analysis	EA	1	0	0	
19.6	Sign Lighting/Electrical Calculations	EA	1	0	0	
19.7	Quantities	LS	1	4	4	
19.8	Cost Estimate	LS	1	2	2	
19.9	Technical Special Provisions	LS	1	2	2	
19.10	Other Signing and Pavement Marking	LS	1	0	0	
Signing and Pavement Marking Analysis Technical Subtotal					8	
19.11	Field Reviews	LS	1	2	2	
19.12	Technical Meetings	LS	1	0	0	Meetings are listed below
19.13	Quality Assurance/Quality Control	LS	%	5%	0	
19.14	Independent Peer Review	LS	%	0%	0	
19.15	Supervision	LS	%	5%	0	
Signing and Pavement Marking Analysis Nontechnical Subtotal					2	
19.16	Coordination	LS	%	0%	0	
19. Signing and Pavement Marking Analysis Total					10	

Project Activity 19: Signing and Pavement Marking Analysis

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
Technical Meetings						
	Sign Panel Design	EA	0	0	0	
	Queue Length Analysis	EA	0	0	0	
	Local Governments (cities, counties)	EA	0	0	0	
	Other Meetings	EA	0	0	0	
	Subtotal Technical Meetings				0	
	Progress Meetings	EA	0	0	0	
	Phase Review Meetings	EA	0	0	0	
	Total Meetings				0	
						Carries to 19.12

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 20: Signing and Pavement Marking Plans

Perrine Elementary SRTS
NA

Estimator:

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments	
20.1	Key Sheet		Sheet	0	0	0	0		
20.2	Summary of Pay Items Including TRNS•Port Input		LS	1	0		0		
20.3	Tabulation of Quantities		Sheet	1	6	1	6		
20.4	General Notes/Pay Item Notes		Sheet	1	8	1	8		
20.5	Project Layout		Sheet	0	0	0	0		
20.6	Plan Sheet		Sheet	15	1	15	15		
20.7	Typical Details		EA	1	8		8		
20.8	Guide Sign Worksheet(s)		EA	0	0		0		
20.9	Traffic Monitoring Site		EA	0	0		0		
20.10	Cross Sections		EA	0	0		0		
20.11	Special Service Point Details		EA	0	0		0		
20.12	Special Details		LS	1	12		12		
20.13	Interim Standards		LS	1	0		0		
Signing and Pavement Marking Plans Technical Subtotal							17	49	
20.14	Quality Assurance/Quality Control		LS	%	5%		2		
20.15	Supervision		LS	%	5%		2		
20. Signing and Pavement Marking Plans Total							17	53	

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Coral Reef Elementary SRTS
 County: NA
 FPN: NA
 FAP No.: NA
 Consultant Name: RJ Behar and Co.
 Consultant No.: enter consultants proj. number
 Date: 3/28/2016
 Estimator: insert name

Staff Classification	Hours From "SH Firm"	Project Manager	Senior Engineer	Project Engineer	Designer	CADD Tech	Staff Classification											Average Rate Per Task
							Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity			
3. Project General and Project Common Tasks	56	39	6	6	6	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	57	\$9,114	\$159.89
4. Roadway Analysis	34	3	7	10	7	7	0	0	0	0	0	0	0	0	0	34	\$3,963	\$116.56
5. Roadway Plans	180	18	36	54	36	36	0	0	0	0	0	0	0	0	0	180	\$21,150	\$117.50
6. Drainage Analysis	14	1	3	4	3	3	0	0	0	0	0	0	0	0	0	14	\$1,613	\$115.21
7. Utilities	22	2	4	7	4	4	0	0	0	0	0	0	0	0	0	21	\$2,489	\$117.57
8. Environmental Permits, Compliance & Clearances	16	2	3	5	3	3	0	0	0	0	0	0	0	0	0	16	\$1,912	\$119.50
9. Structures - Misc. Tasks, Dwg. Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	17	3	3	5	3	3	0	0	0	0	0	0	0	0	0	16	\$1,912	\$119.50
20. Signing & Pavement Marking Plans	58	6	12	17	12	12	0	0	0	0	0	0	0	0	0	58	\$8,931	\$117.47
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	397	73	74	108	74	69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	397	\$49,064.00	\$123.59
Total Staff Cost	\$13,140.00	\$11,840.00	\$12,852.00	\$5,130.00	\$6,032.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Check =	\$49,064.00	\$49,064.00

Survey Field Days by Subconsultant
 4 - Person Crew:

SALARY RELATED COSTS:
 OVERHEAD: 0%
 OPERATING MARGIN: 0%
 FCCM (Facilities Capital Cost Money): 0.00%
 EXPENSES: 0.00%
 Survey (Field - If by Prime) 0 \$ / day
 SUBTOTAL ESTIMATED FEE: 4-man crew days @ \$ / day
 Subconsultant: Longitude Surveying
 Subconsultant: Sub 2
 SUBTOTAL ESTIMATED FEE: \$57,424.00
 Geotechnical Field and Lab Testing
 SUBTOTAL ESTIMATED FEE: \$0.00
 Optional Services
 GRAND TOTAL ESTIMATED FEE: \$57,424.00

Notes:
 1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
 2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

Project Activity 3: General Tasks

Estimator: Coral Reef Elementary SRTS NA

Task No.	Task	Units	No of Units	Hours/Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	1	2	2	
3.1.2	Notifications	LS	1	0	0	
3.1.3	Prepare Mailing Lists	LS	1	0	0	
3.1.4	Median Modification Letters	LS	1	0	0	
3.1.5	Driveway Modification Letters	LS	1	0	0	
3.1.6	Newsletters	LS	1	0	0	
3.1.7	Renderings and Fly Throughs	LS	1	4	4	
3.1.8	PowerPoint Presentation	LS	1	0	0	
3.1.9	Public Meeting Preparations	LS	1	2	2	
3.1.10	Public Meeting Attendance/Followup	LS	1	4	4	
3.1.11	Other Agency Meetings	LS	1	0	0	
3.1.12	Web Site	LS	1	0	0	
3.1 Public Involvement Subtotal					12	
3.2	Joint Project Agreements	EA	0	12	0	LAP documentation
3.3	Specifications Package Preparation	LS	1	4	4	
3.4	Contract Maintenance and EDMS	LS	1	10	10	
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	1	30	30	See listing below
3.7	Plans Update	LS	1	0	0	

Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.8	Post Design Services	LS	1	0	0	
3.9	Electronic/Digital Delivery	LS	1	0	0	
3.10	Risk Assessment Workshop	LS	1	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	1	0	0	
3.12	Other Project General Tasks	LS	1	0	0	
3. Project Common and Project General Tasks Total					56	

3.6 - List of Project Manager Meetings

Roadway Analysis	EA	1	2	2
Drainage	EA	1	2	2
Utilities	EA	0	1	0
Environmental	EA	0	0	0
Structures	EA	0	0	0
Signing & Pavement Marking	EA	1	2	2
Signalization	EA	0	0	0
Lighting	EA	0	0	0
Landscape Architecture	EA	0	0	0
Survey	EA	0	0	0
Photogrammetry	EA	0	0	0
ROW & Mapping	EA	0	0	0
Terrestrial Mobile LIDAR	EA	0	0	0
Architecture	EA	0	0	0
Noise Barriers	EA	0	0	0
ITS Analysis	EA	0	0	0
Geotechnical	EA	0	0	0
Progress Meetings	EA	6	2	12
Phase Reviews	EA	2	3	6
Field Reviews	EA	2	3	6
Total Project Manager Meetings		13		30

Carries to 3.6

Notes:

1. If the hours per meeting vary in length (hours) enter the average in the hour/unit column.
2. Do not double count agency meetings between permitting agencies.
3. Project manager meetings are calculated in each discipline sheet and brought forward to column D except for Photogrammetry.

Project Activity 4: Roadway Analysis

Estimator: Coral Reef Elementary SRTS
NA

Task No.	Task	Units	No of Units	Hours/Unit	Total Hours	Comments
4.1	Typical Section Package	LS	1	4	4	
4.2	Pavement Type Selection Report	LS	1	0	0	
4.3	Pavement Design Package	LS	1	4	4	
4.4	Cross-Slope Correction	LS	1	0	0	
4.5.1	Horizontal/Vertical Master Design Files	LS	1	0	0	
4.5.2	Horizontal/Vertical Master Design Files (skeletal plans)	LS	1	0	0	
4.6	Access Management	LS	1	0	0	
4.7	Cross Section Design Files	LS	1	0	0	
4.8	Traffic Control Analysis	LS	1	6	6	
4.9	Master TCP Design Files	LS	1	4	4	
4.10	Design Variations and Exceptions	LS	1	0	0	
4.11	Design Report	LS	1	0	0	
4.12	Quantities	LS	1	4	4	
4.13	Cost Estimate	LS	2	4	8	
4.14	Technical Special Provisions	LS	1	0	0	
4.15	Other Roadway Analysis	LS	1	0	0	
Roadway Analysis Technical Subtotal					30	
4.16	Field Reviews	LS	1	0	0	
4.17	Technical Meetings	LS	1	0	0	Meetings are listed below
4.18	Quality Assurance/Quality Control	LS	%	5%	2	

Project Activity 4: Roadway Analysis

Task No.	Task	Units	No of Units	Hours/Unit	Total Hours	Comments
4.19	Independent Peer Review	LS	%	0%	0	
4.20	Supervision	LS	%	5%	2	
Roadway Analysis Nontechnical Subtotal						
					4	
4.21	Coordination	LS	%	0%	0	
4. Roadway Analysis Total					34	

Technical Meetings

Typical Section	EA	0	0	0	0
Pavement	EA	0	0	0	0
Access Management	EA	0	0	0	0
15% Line and Grade	EA	0	0	0	0
Driveways	EA	0	0	0	0
Local Governments (cities, counties, MPO)	EA	0	0	0	0
Work Zone Traffic Control	EA	0	0	0	0
30/60/90/100% Comment Review Meetings	EA	0	0	0	0
Other Meetings	EA	0	0	0	0
Subtotal Technical Meetings					0

Progress Meetings (if required by FDOT)	EA	0	0	0	0
Phase Review Meetings	EA	0	0	0	0

Total Meetings 0
 Carries to 4.17

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 5: Roadway Plans

Estimator:

Coral Reef Elementary SRTS
NA

Task No.	Task	Scale	Units	No. of Units	Hours/Unit	No. of Sheets	Total Hours	Comments
5.1	Key Sheet		Sheet	1	4	1	4	
5.2	Summary of Pay Items Including Quantity Input		Sheet	1	8	1	8	
5.3	Drainage Map (Including Interchanges)		Sheet	0	0	0	0	
5.4	Typical Section Sheets							
5.4.1	Typical Sections		EA	1	4		4	
5.4.2	Typical Section Details		EA	0	0		0	
5.5	General Notes/Pay Item Notes		Sheet	1	10	1	10	
5.6	Summary of Quantities		Sheet	1	6	1	6	
5.7	Box Culvert Data Sheet		Sheet	0	0	0	0	
5.8	Bridge Hydraulics Recommendation Sheets		Sheet	0	0	0	0	
5.9	Summary of Drainage Structures		Sheet	0	0	0	0	
5.10	Optional Pipe/Culvert Material		Sheet	0	0	0	0	
5.11	Project Layout		Sheet	0	0	0	0	
5.12	Plan/Profile Sheet		Sheet	0	0	0	0	
5.13	Profile Sheet		Sheet	0	0	0	0	
5.14	Plan Sheet		Sheet	6	8	6	48	
5.15	Special Profile		Sheet	0	0	0	0	
5.16	Back-of-Sidewalk Profile Sheet		Sheet	0	0	0	0	
5.17	Interchange Layout Sheet		Sheet	0	0	0	0	
5.18	Ramp Terminal Details (Plan View)		Sheet	0	0	0	0	

Project Activity 5: Roadway Plans

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.19	Intersection Layout Details		Sheet	1	10	1	10	
5.20	Special Details		EA	1	18		18	
5.21	Drainage Structure Sheet (Per Structure)		EA	0	0		0	
5.22	Miscellaneous Drainage Detail Sheets		Sheet	0	0	0	0	
5.23	Lateral Ditch Plan/Profile		Sheet	0	0	0	0	
5.24	Lateral Ditch Cross Sections		EA	0	0		0	
5.25	Retention/Detention Ponds Detail Sheet		Sheet	1	10	1	10	
5.26	Retention Pond Cross Sections		EA	0	0		0	
5.27	Cross-Section Pattern Sheet		Sheet	0	0	0	0	
5.28	Roadway Soil Survey Sheet		Sheet	0	0	0	0	
5.29	Cross Sections		EA	5	1.5		8	
5.30	Temporary Traffic Control Plan Sheets		Sheet	2	12	2	24	Level I
5.31	Temporary Traffic Control Cross Section Sheets		EA	0	0		0	
5.32	Temporary Traffic Control Detail Sheets		Sheet	0	0	0	0	
5.33	Utility Adjustment Sheets		Sheet	0	0	0	0	
5.34	Selective Clearing and Grubbing		Sheet	0	0	0	0	
5.35	Erosion Control Plan		Sheet	0	0	0	0	
5.36	SWPPP		Sheet	1	14	1	14	
5.37	Project Network Control Sheet		Sheet	0	0	0	0	
5.38	Environmental Detail Sheets		LS	0	0		0	
5.39	Utility Verification Sheet (SUE Data)		Sheet	0	0	0	0	
Roadway Plans Technical Subtotal						15	164	

Project Activity 5: Roadway Plans

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments	
5.40	Quality Assurance/Quality Control		LS	%	5%		8		
5.41	Supervision		LS	%	5%		8		
5. Roadway Plans Total							15	180	

Project Activity 6: Drainage Analysis

Estimator: Coral Reef Elementary SRTS
NA

Task No.	Task	Units	No of Units	Hours/Unit	Total Hours	Comments
6.1	Determine Base Clearance Water Elevation	Per Basin	0	0	0	
6.2	Pond Siting Analysis and Report	Per Basin	0	0	0	
6.3	Design of Cross Drains	EA	0	0	0	
6.4	Design of Ditches	Per Ditch Mile	0	0	0	
6.5	Design of Stormwater Management Facility (Offsite or Infield Pond)	EA	0	0	0	
6.6	Design of Stormwater Management Facility (Roadside Ditch as Linear Pond)	Per Cell	0	0	0	
6.7	Design of Flood Plain Compensation	Per Flood-plain Basin	0	0	0	
6.8	Design of Storm Drains	EA	0	0	0	
6.9	Optional Culvert Material	LS	0	0	0	
6.10	French Drain Systems	Per Cell	0	0	0	
6.11	Drainage Wells	EA	0	0	0	
6.12	Drainage Design Documentation Report	LS	1	12	12	
6.13	Bridge Hydraulic Report	EA	0	0	0	
6.14	Temporary Drainage Analysis	LS	1	0	0	
6.15	Cost Estimate	LS	1	0	0	
6.16	Technical Special Provisions	LS	1	0	0	
6.17	Other Drainage Analysis	LS	1	0	0	

Project Activity 6: Drainage Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
Drainage Analysis Technical Subtotal						
6.18	Field Reviews	LS	1	0	0	
6.19	Technical Meetings	LS	1	0	0	Meetings are listed below
6.20	Quality Assurance/Quality Control	LS	%	5%	1	
6.21	Independent Peer Review	LS	%	0%	0	
6.22	Supervision	LS	%	5%	1	
Drainage Analysis Nontechnical Subtotal						
2						
6.23	Coordination	LS	%	0%	0	
6. Drainage Analysis Total						
14						

Technical Meetings

Base Clearance Water Elevation	EA	0	0	0	0
Pond Siting	EA	0	0	0	0
Agency	EA	0	0	0	0
Local Governments (cities, counties)	EA	0	0	0	0
FDOT Drainage	EA	0	0	0	0
Other Meetings	EA	0	0	0	0
Subtotal Technical Meetings		0	0	0	0
Progress Meetings (if required by FDOT)	EA	0	0	0	0
Phase Review Meetings	EA	0	0	0	0
Total Meetings		0			0

Carries to 6.19

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 7: Utilities

Coral Reef Elementary SRTS
NA

Estimator:

Task No.	Task	Units	No. of Units	Hours/Unit	Total Hours	Comments
7.1	Kickoff Meeting	LS	1	0	0	
7.2	Identify Existing UAO(s)	LS	6	1	6	
7.3	Make Utility Contacts	LS	6	1	6	
7.4	Exception Processing	LS	1	0	0	
7.5	Preliminary Utility Meeting	LS	1	4	4	
7.6	Individual/Field Meetings	LS	1	0	0	
7.7	Collect and Review Plans and Data from UAO(s)	LS	1	0	0	
7.8	Subordination of Easements Coordination	LS	1	0	0	
7.9	Utility Design Meeting	LS	1	0	0	
7.10	Review Utility Markups & Work Schedules, and Processing of Schedules & Agreements	LS	6	1	6	
7.11	Utility Coordination/Followup	LS	1	0	0	
7.12	Utility Constructability Review	LS	1	0	0	
7.13	Additional Utility Services	LS	1	0	0	
7.14	Processing Utility Work by Highway Contractor (UWHC)	LS	1	0	0	
7.15	Contract Plans to UAO(s)	LS	1	0	0	
7.16	Certification/Close-Out	LS	1	0	0	
7.17	Other Utilities	LS	1	0	0	
7. Utilities Total					22	

Project Activity 7: Utilities

Technical Meetings	
Kickoff	EA 0
Preliminary Meeting	EA 0
Individual UAO Meetings	EA 0
Field Meetings	EA 0
Design Meeting	EA 0
Other Meetings	EA 0
Total Technical Meetings 0	

Project Activity 8: Environmental Permits

Estimator: Coral Reef Elementary SRTS NA

Task No.	Task	Units	No. of Units	Hours/Units	Total Hours	Comments
Environmental Permits, Compliances and Clearances						
8.1	Preliminary Project Research	LS	1	4	4	
Permits						
8.2	Complete Permit Involvement Form	LS	1	4	4	
Field Work						
8.3.1	Pond Site Alternatives	LS	1	0	0	
8.3.2	Establish Wetland Jurisdictional Lines and Assessments	LS	1	0	0	
8.3.3	Species Surveys	LS	1	0	0	
8.3.4	Archeological	LS	1	0	0	
8.4	Agency Verification of Wetland Data	LS	1	0	0	
Complete And Submit All Required Permit Applications						
8.5.1	Complete and Submit All Required Wetland Permit Applications	LS	1	0	0	
8.5.2	Complete and Submit All Required Species Permit Applications	LS	1	0	0	
8.6	Prepare Dredge and Fill Sketches (as needed)	LS	1	0	0	
8.7	Prepare USCG Permit Sketches	LS	1	0	0	
8.8	Prepare Water Management District Right-of-Way Occupancy Sketches	LS	1	0	0	
8.9	Prepare Coastal Construction Control Line (CCCL) Permit Application	LS	1	0	0	
8.10	Prepare Tree Permit Information	LS	1	0	0	
8.11	Mitigation Design	LS	1	0	0	
8.12	Mitigation Coordination and Meetings	LS	1	0	0	

Project Activity 8: Environmental Permits

Task No.	Task	Units	No. of Units	Hours/Units	Total Hours	Comments	
8.13	Other Environmental Permits	LS	1	6	6		
Environmental Clearances/Reevaluations							
8.14	Technical support to Department for Environmental Clearances and Reevaluations						
8.14.1	NEPA or SEIR Reevaluation	LS	1	0	0		
8.14.2	Archaeological and Historical Features	LS	1	0	0		
8.14.3	Wetland Impact Analysis	LS	1	0	0		
8.14.4	Essential Fish Habitat	LS	1	0	0		
8.14.5	Wildlife and Habitat Impact Analysis	LS	1	0	0		
8.14.6	Section 7 or Section 10 Consultation	LS	1	0	0		
8.15	Preparation of Environmental Clearances and Reevaluations						
8.15.1	NEPA or SEIR Reevaluation	LS	1	0	0		
8.15.2	Archaeological and Historical Features	LS	1	0	0		
8.15.3	Wetland Impact Analysis	LS	1	0	0		
8.15.4	Wildlife and Habitat Impact Analysis	LS	1	0	0		
8.15.5	Section 7 or Section 10 Consultation	LS	1	0	0		
8.16	Contamination Impact Analysis	LS	1	0	0		
8.17	Asbestos Survey	LS	1	0	0		
Environmental Permits, Compliance, and Clearances/Reevaluations					Technical Subtotal	14	
8.18	Technical Meetings	LS	1	0	0	Meetings are listed below	
8.19	Quality Assurance/Quality Control	LS	%	5%	1		
8.20	Supervision	LS	%	5%	1		
Environmental Permits, Compliance and Clearances					Nontechnical Subtotal	2	
8.21	Coordination	LS	%	0%	0		
8. Environmental Permits, Compliance and Clearances					Total	16	

Project Activity 8: Environmental Permits

Task No.	Task	Units	No. of Units	Hours/Units	Total Hours	Comments
Technical Meetings						
	WMD	EA	0	0	0	
	NMFS	EA	0	0	0	
	ACOE	EA	0	0	0	
	USCG	EA	0	0	0	
	USFWS	EA	0	0	0	
	FFWCC	EA	0	0	0	
	FDOT	EA	0	0	0	
	Other Meetings	EA	0	0	0	
	Subtotal Technical Meetings				0	
	Progress Meetings	EA	0	0	0	
	Phase Review Meetings	EA	0	0	0	
	Total Meetings				0	Carries to 8.18

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 19: Signing and Pavement Marking Analysis

Estimator:

Coral Reef Elementary SRTS
NA

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
19.1	Traffic Data Analysis	LS	1	0	0	
19.2	No Passing Zone Study	LS	1	0	0	
19.3	Reference and Master Design File	LS	1	0	0	
19.4	Multi-Post Sign Support Calculations	EA	1	0	0	
19.5	Sign Panel Design Analysis	EA	1	0	0	
19.6	Sign Lighting/Electrical Calculations	EA	1	0	0	
19.7	Quantities	LS	1	4	4	
19.8	Cost Estimate	LS	1	4	4	
19.9	Technical Special Provisions	LS	1	4	4	
19.10	Other Signing and Pavement Marking	LS	1	0	0	
Signing and Pavement Marking Analysis Technical Subtotal					12	
19.11	Field Reviews	LS	1	3	3	
19.12	Technical Meetings	LS	1	0	0	Meetings are listed below
19.13	Quality Assurance/Quality Control	LS	%	5%	1	
19.14	Independent Peer Review	LS	%	0%	0	
19.15	Supervision	LS	%	5%	1	
Signing and Pavement Marking Analysis Nontechnical Subtotal					5	
19.16	Coordination	LS	%	0%	0	
19. Signing and Pavement Marking Analysis Total					17	

Project Activity 19: Signing and Pavement Marking Analysis

Task No.	Task	Units	No. of Units	Hours/Units	Total Hours	Comments
Technical Meetings						
	Sign Panel Design	EA	0	0	0	
	Queue Length Analysis	EA	0	0	0	
	Local Governments (cities, counties)	EA	0	0	0	
	Other Meetings	EA	0	0	0	
	Subtotal Technical Meetings				0	
	Progress Meetings	EA	0	0	0	
	Phase Review Meetings	EA	0	0	0	
	Total Meetings				0	

Carries to 19.12

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 20: Signing and Pavement Marking Plans

Estimator:

Coral Reef Elementary SRTS
NA

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments	
20.1	Key Sheet		Sheet	0	0	0	0		
20.2	Summary of Pay Items Including TRNS•Port Input		LS	1	0		0		
20.3	Tabulation of Quantities		Sheet	1	8	1	8		
20.4	General Notes/Pay Item Notes		Sheet	1	8	1	8		
20.5	Project Layout		Sheet	0	0	0	0		
20.6	Plan Sheet		Sheet	6	3	6	18		
20.7	Typical Details		EA	1	8		8		
20.8	Guide Sign Worksheet(s)		EA	0	0		0		
20.9	Traffic Monitoring Site		EA	0	0		0		
20.10	Cross Sections		EA	0	0		0		
20.11	Special Service Point Details		EA	0	0		0		
20.12	Special Details		LS	1	10		10		
20.13	Interim Standards		LS	1	0		0		
Signing and Pavement Marking Plans Technical Subtotal							8	52	
20.14	Quality Assurance/Quality Control		LS	%	5%		3		
20.15	Supervision		LS	%	5%		3		
20. Signing and Pavement Marking Plans Total							8	58	

LONGITUDE SURVEYORS

Monday, March 28, 2016

Marin Scattolini, E.I.
Project Engineer
R.J. BEHAR & COMPANY, INC.
6861 SW 19th Avenue, Suite 302
Pembroke Pines, Florida 33332

VIA EMAIL: msscattolini@behar.com
SEGMENT 1 - CORAL REEF ELEMENTARY.DOCX

RE: Surveying services for the Village of Palmetto Bay Safe School Routes Segment 1- Coral Reef Elementary

Dear Ms. Scattolini,

Pursuant to your request regarding a fee estimate for surveying and mapping services for the above referenced project, LONGITUDE SURVEYORS, LLC (LS) is pleased to submit the following proposal for your consideration.

Scope of Work

LONGITUDE will perform a Topographic Survey to include the following information:

- LONGITUDE will locate all edge of pavements, sidewalks, driveways, paved areas, rights of way lines, light poles, power poles, walls, signal mast arms, drainage structures, manholes, signs, guy anchors, utility castings, poles (including guy wires), fences, and all other significant above ground features within the survey corridor.
- LONGITUDE will obtain existing spot elevations throughout the corridor to include elevations at 25 foot intervals and at high low points. In addition, most above ground improvements collected will have an elevation.
- LS will determine the rights of way and show graphically on the survey.
- LONGITUDE will confirm existing pipe invert elevations, pipe direction and apparent pipe diameters at all existing drainage structures within the survey limits.
- All existing elevations shall be based on NGVD 29 datum.

Survey Limits: (Limits shown on e-mail provided by the client on 2/23/16 at 9:52 a.m.)

- 1) SW 81 Avenue between SW 152 Street and SW 156 Street; East side concrete sidewalk
- 2) SW 155 Street between SW 81 Avenue and SW 82 Avenue; North side concrete sidewalk
- 3) SW 160 Street between SW 90 Avenue and SW 79 Avenue; 5 major intersections
- 4) The intersection of SW 152 Street and SW 67 Avenue; solar panel and cross walk
- 5) The intersection of SW 152 Street and SW 80 Avenue; solar panel and cross walk

Deliverables:

Longitude will provide signed and sealed hardcopies and two (2) electronic copies (One in AutoCAD and One in PDF format) of the topographic survey.

Schedule:

Longitude has estimated fifteen business days to complete this task from the Notice to Proceed.

Fees:

The total professional fee to complete this task shall be a lump sum of **\$8,340.00**.

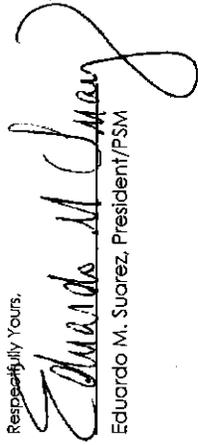
I understand and agree by signing below "I APPROVE AND ACCEPT" this proposal as a legal binding contract.

By: _____ Date: _____
(Authorized Signature)

(Typed or printed name)

We look forward to utilizing our best professional efforts on your behalf on this very important project.

Respectfully Yours,



Eduardo M. Suarez, President/PSM

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RESOLUTION NO. 2014-34

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PROFESSIONAL SERVICES; APPROVING THE QUALIFICATION OF THE REMAINING FIRMS SHORT LISTED TO PROVIDE CONTINUING SERVICES IN TRANSPORTATION PLANNING & ENGINEERING SERVICES, ENGINEERING SERVICES FOR ELECTRICAL ENGINEERING, MECHANICAL ENGINEERING & PLUMBING SYSTEMS, STRUCTURAL ENGINEERING, LANDSCAPE ARCHITECTURE, GENERAL PLANNING SERVICES, ARCHITECTURE, AND GENERAL CIVIL ENGINEERING SERVICES TO THE VILLAGE; AND FURTHER AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO CONTRACT NEGOTIATIONS WITH R.J. BEHAR AND COMPANY, INC., CIVIL WORKS INC., PMM CONSULTING ENGINEERS, CORP., PISTORINO & ALAM CONSULTING ENGINEERS, INC., AMEC, BERMELLO AJAMIL & PARTNERS, INC., ILER PLANNING, INC., MC HARRY ASSOCIATES, INC., AND CALVIN, GIORDANO & ASSOC., INC.; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Request for Qualifications (RFQ) 2013-PW-100 was advertised in the Miami Daily Business Review on February 4, 2013 soliciting qualified firms or teams of firms to obtain Professional Services in seven service areas; and,

WHEREAS, RFQ #2013-PW-100 documented a detailed two-part screening process that consisted of proposal submission and an oral presentation; and,

WHEREAS, each proposal was individually evaluated and the five (5) highest ranking proposals in each Service Area were invited to make an oral presentation before the committee; and,

WHEREAS, as a result of the two part screening process and deliberations, at the May 6, 2013 Council meeting, the selection committee recommended and the Village Council approved the selection of the three (3) highest ranking firms in each professional service area via Resolution No. 2013-40; and,

WHEREAS, the Council expressed their desire to expand the list from three (3) to five (5) consultants at the February 3, 2014; and,

WHEREAS, the Council voted 5-0, authorizing the Village Manager to proceed with the necessary steps required to increase the pre-qualified professional engineering consultants list from three (3) to five (5) consultants at the February 3rd, 2014 Council meeting; and,

1
2 **WHEREAS**, the Department of Public Works sent letters extending an opportunity
3 to the fourth and fifth highest ranking firms that participated in RFQ# 2013-PW-100 pre-
4 qualification processes; and,
5

6 **WHEREAS**, the fourth and fifth highest ranking firms provided letters of
7 concurrence with the Village's request to add their firms to the existing list of consultants for
8 professional engineering services; and,
9

10 **WHEREAS**, Village administration is recommending Village Council approval to add the
11 fourth and fifth highest ranking firms that participated in RFQ# 2013-PW-100 to the current
12 list of consultants approved via Resolution No. 2013-40 for a term of two (2) years, with the
13 option to extend the contract for two (2) one-year terms; and,
14

15 **WHEREAS**, the eventual contracting for these services is in the best interest of Village
16 improvements and in certain instances their end products are mandated; and
17

18 **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE**
19 **COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**
20

21 Section 1. The Village Manager is authorized to enter into contract negotiation
22 with the selected Consultants to provide professional engineering services.
23

24 Section 2. This Resolution shall become effective immediately.
25

26
27 **PASSED and ADOPTED** this 7th day of April 2014.
28

29
30
31 Attest:


32 Meighan J. Alexander
33 Village Clerk
34


35 Shelley Stanczyk
36 Mayor
37

38 **APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE**
39 **AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:**
40


41 Dexter W. Lehtinen
42 Village Attorney
43
44

1
2 FINAL VOTE AT ADOPTION:
3
4 Council Member Patrick Fiore YES
5
6 Council Member Tim Schaffer YES
7
8 Council Member Joan Lindsay YES
9
10 Vice-Mayor John DuBois YES
11
12 Mayor Shelley Stanczyk YES
13

CONTINUING SERVICES

A G R E E M E N T

Between

VILLAGE OF PALMETTO BAY, FLORIDA

And

R.J. BEHAR & COMPANY, INC.

CONTINUING SERVICES

A G R E E M E N T

Between

VILLAGE OF PALMETTO BAY, FLORIDA

And

R.J. BEHAR & COMPANY, INC.

THIS AGREEMENT is made between the Village of Palmetto Bay, Florida, a Florida municipal corporation, (hereinafter referred to as the "village ") and R.J. BEHAR & COMPANY, INC. licensed and authorized to do business in the State of Florida, (hereinafter referred to as the "consultant "), whose place of business is 7850 NW 146TH Avenue Miami Lakes, FL 33016

WHEREAS, pursuant to section 287.055, Florida Statutes, the village requested qualifications from qualified engineers and selected the consultant to provide professional *Transportation Planning and 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-DadeCounty. No overnight travel or out-of-town travel outside of Miami-DadeCounty 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:¹

- 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.

¹ 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 11th 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 except 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: 7850 NW 146TH Avenue
Miami Lakes, FL 33016

FOR CONSULTANT:

R.J. BEHAR & COMPANY, INC.
7850 NW 146 Ave
Miami Lakes, FL 33016
Telephone: (305) 558-3777
Facsimile: (305) 558-8909

FOR VILLAGE:

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

SECTION 26. TRUTH-IN-NEGOTIATION CERTIFICATE

26.1 Signature of this agreement by consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the

compensation of this agreement or any project agreement are accurate, complete, and current at the time of contracting. Each project agreement's contract prices and any additions shall be adjusted to exclude any significant sums by which the village determines the project's contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments shall be made within one year following the end of each project agreement.

SECTION 27. CONSENT TO JURISDICTION

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

SECTION 28. GOVERNING LAW

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

SECTION 29. HEADINGS

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

SECTION 30. EXHIBITS

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

SECTION 31. SEVERABILITY

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

SECTION 32. COUNTERPARTS

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

SECTION 33. WARRANTY OF AUTHORITY

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

SECTION 34. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY

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

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

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

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

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

ATTEST:

VILLAGE OF PALMETTOBAY

Melissa Alexander
Village Clerk

By: Ron E. Williams *EW*
Ron E. Williams, Village Manager

Date: 4-28-14

APPROVED AS TO FORM:

Robert J. Behar
Village Attorney

ATTEST:

R.J. BEHAR & COMPANY, INC.

By: R. J. Behar
Robert J. Behar, P.E.
President

Date: 3-6-14

WITNESSES:

Dereh Behar

Print Name: Dereh Behar

Lizanna Kadir

Print Name: Lizanna Kadir

EXHIBIT "A"

PROJECT AGREEMENT

Between

VILLAGE OF PALMETTO BAY, FLORIDA

And

[Insert Company Name]

for

Work Authorization No. []

[INSERT NAME OF PROJECT]

PROJECT AGREEMENT

Between

THE VILLAGE OF PALMETTO BAY, FLORIDA

And

[Insert Company Name]

For

Work Authorization No. _____

[INSERT NAME OF PROJECT]

Pursuant to the provisions contained in the "continuing services agreement" between the VILLAGE OF PALMETTO BAY, FLORIDA, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157 (the "village") and [Insert CompanyName], _____ ("consultant") dated _____, this project agreement authorizes the consultant to provide the services as set forth below:

The village and consultant agree as follows:

SECTION 1. SCOPE OF SERVICES

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

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

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

SECTION 2. DELIVERABLES

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

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

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

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

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

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

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

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

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

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

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

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices

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

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the village for payment to the consultant is disputed, or additional backup documentation is required, the village shall notify the consultant within 15 working days of receipt of the invoice of the objection, modification or additional documentation request. The consultant shall provide the

village with additional backup documentation within five working days of the date of the village's notice. The village may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the consultant. The village, at its sole discretion, may pay to the consultant the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the village becomes credibly informed that any representations of the consultant, provided pursuant to subparagraph 5.1, are wholly or partially inaccurate, or in the event that the consultant is not in compliance with any term or condition of this project agreement, the village may withhold payment of sums then or in the future otherwise due to the consultant until the inaccuracy, or other breach of project agreement, and the cause thereof, is corrected to the village's reasonable satisfaction.

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

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

SECTION 6. TERMINATION/SUSPENSION

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

6.2 **For Convenience.** This project agreement may be terminated by the village for convenience upon 14 days' written notice to the consultant. In the event of termination, the consultant shall incur no further obligations in connection with the project and shall, to the extent possible, terminate any outstanding subconsultant obligations. The consultant shall be

compensated for all services performed to the satisfaction of the village and for reimbursable expenses incurred prior to the date of termination. The consultant shall promptly submit its invoice for final payment and reimbursement and the invoice shall comply with the provisions of paragraph 5.1 of this project agreement. Under no circumstances shall the village make any payment to the consultant for services which have not been performed.

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

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

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

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

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

ATTEST:

VILLAGE OF PALMETTOBAY

Village Clerk

By: _____
Ron E. Williams, Village Manager

Date: _____

APPROVED AS TO FORM:

Village Attorney

ATTEST:

[Insert Company Name]

By: _____
[Insert Name]
[Insert Job Title]

Date: _____

WITNESSES:

Print Name: _____

Print Name: _____

Exhibit "1"

Project Description

[TO BE INSERTED]

Exhibit "2"

Scope of Services and Project Schedule

[TO BE INSERTED]

EXHIBIT "3"

Payment Schedule

[TO BE INSERTED]

EXHIBIT "B"

PAGE 1 OF 2

CONSULTANT'S BILLING RATE

[TO BE INSERTED]

B-1

EXHIBIT "B"

PAGE 2 OF 2

GENERAL DESCRIPTION OF EMPLOYEE CATEGORIES

Principal - Senior level managers of the firm.

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

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

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

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

Construction Observation– Technical personnel responsible for observing construction projects.

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

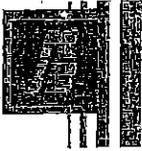
Draftsman - Manual drafters, designers, and technicians responsible for providing production support.

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

EXHIBIT "C"

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

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R.J. Behar & Company, Inc.

Engineers - Planners

March 6, 2014

EXHIBIT "B"

Village of Palmetto Bay
9750 East Hibiscus Street
Palmetto Beach, FL 33157

Professional Fee Schedule for the Village of Palmetto Bay
RFQ No. 2013-PW-100
Continuing Services Agreement
Transportation Planning and Engineering Services

Company Name	Address
RJ Behar & Company, Inc Tel. No. 954-680-7771	6861 SW 196 Avenue, Suite 302 Pembroke Pines, Florida 33332

Hourly Project Billing Rate	
Category	Hourly Rate
Principal-in-Charge	\$202.00
Project Manager (P.E.)	\$180.00
Senior Engineer (P.E.)	\$160.00
Project Engineer (P.E.)	\$119.00
Engineer	\$100.00
Construction Manager, (P.E.)	\$181.00
Senior Inspector	\$100.00
Inspector	\$76.00
CADD Technician	\$89.00
Entry Level Engineer	\$70.00
Clerical	\$52.00

Note: Rates are valid from July 1, 2013 through June 30, 2014

Robert J. Behar, P.E.
President/CEO

PUBLIC WORKS COPY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/6/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Insurance Brokerage 450 Northridge Parkway Suite 102 Atlanta GA 30350	CONTACT NAME: Cooper Smith	
	PHONE (A/C, No. Ext): (770) 552-4225 FAX (A/C, No.): (866) 550-4082	
	E-MAIL ADDRESS: jerry.noyola@greyling.com	
INSURED R.J. Behar & Company, Inc. 6861 S.W. 196th Avenue Suite 302 Pembroke Pines FL 33332	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Sentinel Insurance Company, LTD	11000
	INSURER B: Travelers Casualty & Surety	19038
	INSURER C: Continental Casualty Company	20443
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 14-15 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR TR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			20SBMAC0037	11/17/2013	11/17/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/POP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY			20UECNG0289	11/17/2013	11/17/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			20SBMAC0037	11/17/2013	11/17/2014	EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 3,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input type="checkbox"/> CLAIMS-MADE					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB-3864T21-4	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			AEH 28 836 36 39	11/17/2013	11/17/2014	Per Claim \$2,000,000
							Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 re: Continuing Services Agreement.

CERTIFICATE HOLDER Village of Palmetto Bay, Florida 9705 East Hibiscus Street Palmetto Bay, FL 33157	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE David Collings/JERRY <i>David H. Collings</i>

EXHIBIT "A"

PROJECT AGREEMENT

Between

VILLAGE OF PALMETTO BAY, FLORIDA

And

R.J. BEHAR & COMPANY

for

Work Authorization No. ██████████

**SAFE ROUTES TO SCHOOL IMPROVEMENTS NEAR PERRINE
ELEMENTARY AND CORAL REEF ELEMENTARY PRIORITY 2**

PROJECT AGREEMENT

Between

THE VILLAGE OF PALMETTO BAY, FLORIDA

And

R. J. BEHAR & COMPANY

For

Work Authorization No. _____

SAFE ROUTE TO SCHOOL IMPROVEMENTS NEAR PERRINE ELEMENTARY AND
CORAL REEF ELEMENTARY PRIORITY 2

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 R. J. BEHAR & COMPANY ("consultant") dated _____, this project agreement authorizes the consultant to provide the services as set forth below:

The village and consultant agree as follows:

SECTION 1. SCOPE OF SERVICES

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

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

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

SECTION 2. DELIVERABLES

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

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

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

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

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

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

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

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

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Lump Sum Compensation.** Village agrees to pay consultant as compensation for performance of all services described in Exhibit "2" \$ 115,492.00. [OR, IF HOURLY, "VILLAGE AGREES TO PAY CONSULTANT COMPENSATION AT CONSULTANT'S HOURLY RATES, UP TO A MAXIMUM AMOUNT NOT TO EXCEED \$ _____.]

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

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices

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

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the village for payment to the consultant is disputed, or additional backup documentation is required, the village shall notify the consultant within 15 working days of receipt of the invoice of the objection, modification or additional documentation request. The consultant shall provide the village with additional backup documentation within five working days of the date of the

village's notice. The village may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the consultant. The village, at its sole discretion, may pay to the consultant the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the village becomes credibly informed that any representations of the consultant, provided pursuant to subparagraph 5.1, are wholly or partially inaccurate, or in the event that the consultant is not in compliance with any term or condition of this project agreement, the village may withhold payment of sums then or in the future otherwise due to the consultant until the inaccuracy, or other breach of project agreement, and the cause thereof, is corrected to the village's reasonable satisfaction.

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

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

SECTION 6. TERMINATION/SUSPENSION

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

6.2 **For Convenience.** This project agreement may be terminated by the village for convenience upon 14 days' written notice to the consultant. In the event of termination, the consultant shall incur no further obligations in connection with the project and shall, to the extent possible, terminate any outstanding subconsultant obligations. The consultant shall be compensated for all services performed to the satisfaction of the village and for reimbursable

expenses incurred prior to the date of termination. The consultant shall promptly submit its invoice for final payment and reimbursement and the invoice shall comply with the provisions of paragraph 5.1 of this project agreement. Under no circumstances shall the village make any payment to the consultant for services which have not been performed.

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

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

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

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

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

ATTEST:

VILLAGE OF PALMETTO BAY

Village Clerk

By: _____
Edward Silva, Village Manager

Date: _____

APPROVED AS TO FORM:

Village Attorney

ATTEST:

R. J. BEHAR & COMPANY

By: _____
Robert J. Behar, P.E.
President

Date: _____

WITNESSES:

Print Name: _____

Print Name: _____

Exhibit "1"

Project Description

[SEE ATTACHED]

Exhibit "2"

Scope of Services and Project Schedule

[SEE ATTACHED]

EXHIBIT "3"

Payment Schedule

[TO BE INSERTED]

EXHIBIT "B"

PAGE 1 OF 2

**CONSULTANT'S BILLING RATE
SEE ATTACHED**

B-1

EXHIBIT "B"

PAGE 2 OF 2

GENERAL DESCRIPTION OF EMPLOYEE CATEGORIES

Principal - Senior level managers of the firm.

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

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

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

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

Construction Observation– Technical personnel responsible for observing construction projects.

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

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

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

EXHIBIT "C"

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

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]



To: Fellow members of Village Council

Date: May 4, 2016

From: Mayor Eugene Flinn

Re: Resolution condemning discriminatory
Legislation (LGBT)

MEMORANDUM
MAYOR'S (AS STAFF) REPORT

This is a resolution condemning recent discriminatory legislation. We have recently discusses bullying – we must reject institutionalized bullying in the form of enactment of actual hurtful discriminatory legislation that unjustly targets the LGBT community in other states.

The Village of Palmetto Bay has a solid record of human rights. This resolution declares that there is no greater danger to the health, morals, safety, and welfare of the Village and its inhabitants than the existence of prejudice against one another and antagonistic behavior to each other because of differences of race, color, national origin, religion, sex, intersexuality, gender identify, sexual orientation, marital, and familial status, age, or disability.

I respectfully request the council joining together in a strong statement of support for equality and human rights and that we reject the politics of hate and bigotry.

Eugene Flinn, Mayor

1 Discrimination to oppose discriminatory laws and prohibit official travel to states with
2 discriminatory laws; and,
3

4 **WHEREAS**, on April 15, 2016, North Basketball Association (“NBA”) Commissioner
5 Adam Silver made the decision not to relocate the 2017 All-Star Game out of Charlotte, North
6 Carolina, despite the state’s anti-LGBT “bathroom law”; and,
7

8 **WHEREAS**, while Commissioner Silver’s statement that, “we should be working toward
9 change” is sound, the Village of Palmetto Bay agrees with US Senators Jeff Merkley, Mark Kirk,
10 Patrick Leahy, Cory Booker, Tammy Baldwin, and Patty Murray who wrote that having the NBA
11 event held in North Carolina, “would be inconsistent with the NBA’s history and values”; and,
12

13 **WHEREAS**, the American Airlines Arena in Miami, Florida, would be the ideal location for
14 the NBA All-Star Event. The Arena has over 19,000 seats, outstanding local hotels and restaurants,
15 and Miami is a city that welcomes people of all color, gender, races, and sexual orientation; and,
16

17 **WHEREAS**, the State of North Carolina has always taken great pride in its college
18 basketball teams. Whether the team is from Duke or the University of North Carolina, North
19 Carolina often dominates the court and enters the NCAA Finals. Sports are powerful cultural
20 institutions and to allow the continuation of the most prominent event in college basketball to
21 continue to be held in the State of North Carolina is most egregious; and,
22

23 **WHEREAS**, due to the discriminatory law passed by the State, the National Collegiate
24 Athletic Association should remove North Carolina and Mississippi from its list of host states for
25 any championship games, including the NCAA Tournament; and,
26

27 **WHEREAS**, the Mayor and Village Council of the Village of Palmetto Bay vehemently
28 oppose any law that encourages discrimination against members of the LGBT community, many of
29 whom are among society’s most vulnerable individuals.
30

31 **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE**
32 **COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA:**
33

34 **Section 1.** The Mayor and Village Council hereby condemn the invidious and
35 discriminatory legislation recently adopted by the States of North Carolina and Mississippi and
36 prohibit official Village travel to North Carolina and Mississippi, until such discriminatory legislation
37 is either repealed or declared unconstitutional by a court of law.
38

39 **Section 2.** The Mayor and Village Council urge the National Basketball Association to
40 relocate the 2017 All-Star Game to Miami, Florida.
41

42 **Section 3.** The Mayor and Village Council urge the National Collegiate Athletic
43 Association to ban further NCAA Championship games and the NCAA Tournament from being
44 held in the States of North Carolina or the State of Mississippi.
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Section 4. The Village Clerk is directed to transmit an executed copy of this Resolution to the Governors of North Carolina and Mississippi, the Speakers of the House of Representatives and Presidents of the Senate of North Carolina and Mississippi, and the Commissioners of the National Basketball Association and the National Collegiate Athletic Association.

Section 5. This Resolution shall take effect immediately upon approval.

PASSED and ADOPTED this ____ day of May, 2016.

Attest: _____
Meighan Alexander
Village Clerk
Eugene Flinn
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 Karyn Cunningham _____
Council Member Tim Schaffer _____
Council Member Larissa Siegel Lara _____
Vice-Mayor John DuBois _____
Mayor Eugene Flinn _____



To: Fellow members of Village Council

Date: May 2, 2016

From: Mayor Eugene Flinn

Re: Resolution relating to the Biscayne Bay Coastal Wetlands (BBCW) project.

M E M O R A N D U M
MAYOR'S (AS STAFF) REPORT

I have sponsored (and invite co-sponsors) the following resolution relating to the Biscayne Bay Coastal Wetlands (BBCW) project. The resolution is self-explanatory. I have attached additional documents relating to our past involvement in the Biscayne Bay Coastal Wetlands (BBCW) project, a critical component of the Comprehensive Everglades Restoration Plan (CERP) project. These documents provide additional background relating both to our past involvement and continued need to remain supportive.

Present and past members of our council have been strong supporters of this project, previously acting on resolution no. 09-18, on March 2, 2009, urging the US Congress and Florida Legislature to fully fund Biscayne Bay Coastal Wetlands Projects. These projects include C100 and C111 projects; Deering Flow-way and general purchase and preservation of ecologically endangered properties and/or properties important to BBCW & CERP goals.

Palmetto Bay has a strong history of collaboration with the SFWMD. We have appeared before the SFWMD Governing Board on multiple occasions, at least on both July 12, 2006 and January 13, 2010, both as a council as well as with members of the public. Working with our SFWMD partner resulted in monies/appropriations relating to Thalatta Estate.

Continued support of this project is in the best interest of Miami-Dade County and Palmetto Bay. We remain supportive of our unique quality of life, our nature-based tourism and commercial and recreational fishing; as well as remaining committed to the restoration of the greater Everglades' ecosystem which is important for continued clean water supply, environmental and public health.

I humbly ask for your (continued) support.

Eugene Flinn, Mayor

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RESOLUTION NO. 09-18

A RESOLUTION OF THE VILLAGE OF PALMETTO BAY RELATING TO URGING THE U.S. CONGRESS AND FLORIDA LEGISLATURE TO FULLY FUND BISCAYNE BAY COASTAL WETLANDS PROJECTS; PROVIDING AN EFFECTIVE DATE. [Sponsored by Eugene P. Flinn, Jr.; co-sponsored by Councilman Howard Tendrich].

WHEREAS, the Greater Everglades Ecosystem is a globally imperiled habitat and the primary source of drinking water for Miami-Dade County; and,

WHEREAS, the Comprehensive Everglades Restoration Project (CERP) is the largest ecosystem restoration effort in the United States; and,

WHEREAS, The CERP is intended to restore fresh water sheet flows to Everglades National Park and Biscayne National park; and,

WHEREAS, two projects on the list of 68 identified in CERP, the C-111 spreader canal and the Biscayne Bay Coastal Wetlands rehydration projects, are the only elements of the restoration plan that rehydrate wetlands and restore the estuaries within Biscayne National Park; and,

WHEREAS, full funding for all phases of both of these projects are critical to the restoration of Biscayne National Park; and,

WHEREAS, these two projects are also critical to Miami-Dade County's efforts to adapt to the projected impact of seal level rise that will cause additional saltwater intrusion in areas that are already experiencing significant saltwater migration several miles inland; and,

WHEREAS, restoration of freshwater sheet flow feeding into southern Biscayne Bay will help hold back saltwater intrusion and improve the County's resilience to potential climate impacts; and,

WHEREAS, the projects are also both "shovel-ready" and "green", making them consistent with early goals for federal economic stimulus funding.

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

Section 1. Urges the U.S. Congress and the Florida Legislature to fully fund Biscayne Bay Coastal Wetlands projects, in particular the two projects critical to Biscayne Bay and Biscayne National Park: (i) both phases of the C-111 spreader canal and (ii) the Biscayne Bay Coastal Wetland rehydration project.

Section 2. Urges the U.S. Congress and the Florida Legislature to prioritize funding for Everglades restoration projects in any economic stimulus package passed.

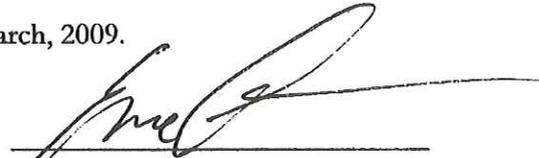
1
2 **Section 3.** Directs the Clerk of the Board to transmit a certified copy of this resolution
3 to the members of the Florida Congressional Delegation, the Governor of Florida, the President of
4 the Florida Senate, the Speaker of the Florida House of Representatives, and the Chair and
5 Members of the Miami-Dade State Legislative Delegation.
6

7 **Section 4.** Directs the Village's federal state lobbyists to advocate for the passage of the
8 legislation set forth in Section 1 and 2 above, and directs the Office of Intergovernmental Affairs to
9 include this item in the 2009 Federal and State Legislative Packages.
10

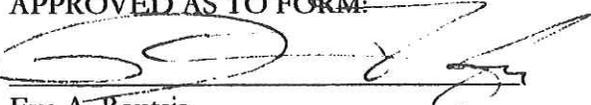
11 PASSED and ADOPTED this 2nd day of March, 2009.

12
13
14 Attest:


15 Meghan Rader
16 Village Clerk


17 Eugene P. Flinn, Jr.
18 Mayor

19 APPROVED AS TO FORM:

20 
21
22 Eve A. Boutsis,
23 Office of Village Attorney
24

25
26 FINAL VOTE AT ADOPTION:

27
28 Council Member Ed Feller YES
29
30 Council Member Howard Tendrich YES
31
32 Council Member Shelley Stanczyk YES
33
34 Vice-Mayor Brian W. Pariser YES
35
36 Mayor Eugene P. Flinn, Jr. YES
37

FOR IMMEDIATE RELEASE



Palmetto Bay Officials Help Keep the Momentum Flowing by Attending Everglades Restoration Project Groundbreaking



(l to r) Environmental activist and President-Old Cutler South Neighborhood Association Beth Kibler, Palmetto Bay Mayor Eugene Flinn, Miami-Dade County Commissioner-District 8 Kati Sorenson, Palmetto Bay Councilmember Howard J. Tendrich, Chairman and Miami-Dade Representative of the SFWMD Governing Board Eric Buermann, Cutler Bay Councilwoman Peggy Bell, and Biscayne National Park Superintendent Mark Lewis.

PALMETTO BAY, Fla., (Jan. 26, 2010) – In a show of local support for restoration of the Florida Bay and Everglades, Palmetto Bay Mayor Eugene Flinn and Councilman Howard J. Tendrich, attended Today's (1/26/10) groundbreaking of the C-111 Spreader Canal project. A key component of the Comprehensive Everglades Restoration Plan (CERP), this project will restore freshwater flows to Florida Bay through Taylor Slough, preserve clean water for Everglades National Park, and maintain flood control for eastern communities, such as Palmetto Bay.

"Any day we see continued progress on Everglades restoration is a day for celebration," said Mayor Flinn.

Councilman Tendrich echoed Mayor Flinn's remarks, adding that it was, "a remarkable event highlighting intergovernmental cooperation between local, county, state, and federal bodies, all working toward this positive, successful effort."

The groundbreaking event, hosted by the South Florida Water Management District (SFWMD) and attended by a host of federal and state partners, represents continued momentum for Everglades restoration. Florida Bay is an integral component of the Everglades ecosystem and is a valuable economic resource for the region. The groundbreaking, held along the C-111 Canal off State Road 9336 in the southwestern corner of Miami-Dade County, marks the start of construction for pump stations and other project features.

"Today's event at the C-111 adds to the anticipation of the groundbreaking of the rehydration/flow-way project at the Deering Estate in spring 2010," Flinn remarked. This restoration project, at this Miami-Dade County property within the boundaries of Palmetto Bay, is also managed by SFWMD.

SFWMD is a regional, governmental agency that oversees the water resources in the southern half of the state. The agency mission is to manage and protect water resources of the region by balancing and improving water quality, flood control, natural systems, and water supply. A key initiative is cleanup and restoration of the Everglades.

The Village of Palmetto Bay, one of South Florida's greenest communities, remains firmly committed to protecting the environment, improving quality of life, and promoting sustainability. Incorporated in 2002, this Tree City USA Community is introducing green-building standards into the construction of all present and future municipal facilities, including a Gold LEED-certified Village Hall and a new LEED-certified concession facility at Coral Reef Park. Village government is drafting legislation to encourage developers, building owners, and occupants to introduce responsible and manageable green-design features in all new and redevelopment projects within the Village.

###

CONTACT:

Bill Kress, PIO

Village of Palmetto Bay

305-259-1234 / 305-763-2429

bkress@palmettobay-fl.gov

www.palmettobay-fl.gov



South Florida Water Management District

GOVERNING BOARD MEETING MINUTES

July 12, 2006

9:00 AM

Miami City Hall - Commission Chambers
3500 Pan American Drive
Miami, Florida 33133

Members Present:

Irela Bagué, Vice-Chair

Miya Burt-Stewart

Alice Carlson

Michael Collins

Nicolás Gutiérrez

Lennart Lindahl

Kevin McCarty, Chair

Harkley Thornton

Malcolm Wade

1. **Call to Order** - Kevin McCarty, Chair, Governing Board

Chair McCarty called the meeting to order at 9:10 am.

2. **Pledge of Allegiance** - Kevin McCarty, Chair, Governing Board

Jose Fuentes, Miami-Dade Regional Service Center Director, led the group in the Pledge of Allegiance.

Manny Diaz, Mayor of Miami, welcomed the Governing Board and staff to Miami. He said he is committed to working with the District and preserving our environment. Mayor Diaz presented the District with a proclamation declaring July 12, 2006, South Florida Water Management District Day.

Carlos Lopez-Cantera, State Representative, welcomed the Governing Board members to Miami.

3. **Employee Recognition**

Carol Wehle, Executive Director, recognized the June Employee of the Month, Cal Neidrauer, Chief Consulting Engineer, Water Control Operations Section, Operations & Maintenance.

4. **Approval of Minutes from the last month's Governing Board Meeting**

40. Local Projects and Presentations - Jose Fuentes, Miami-Dade Regional Service Center Director

Gene Flynn, Mayor, Village of Palmetto Bay, presented a proclamation to the District declaring July 12, 2006, the South Florida Water Management District Day.

Paul Vrooman, Mayor, Town of Cutler Bay, presented a proclamation to the District declaring July 12, 2006, the South Florida Water Management District Day.

Ms. Bagué said she is pleased to have the Governing Board meeting being held in Miami. She spoke on the partnerships with the local entities.

Mr. Gutiérrez provided comment and said he is pleased to see the local community at this Governing Board meeting and the camaraderie these entities have with staff and Governing Board members. He said we will continue to work closely with them.

Manny Marono, Mayor, City of Sweetwater, presented a proclamation to the District declaring July 12, 2006, the South Florida Water Management District Day.

Joe Kelly, Mayor, City of Opa-Locka, presented a proclamation to the District declaring July 12, 2006, the South Florida Water Management District Day.

Zavier Garcia, Vice-Mayor, City of Miami Springs, presented a proclamation to the District declaring July 12, 2006, the South Florida Water Management District Day.

Miami-Dade County Commissioner Natacha Seijas thanked the Governing Board and Ms. Wehle for working so well with her and her staff.

Tommy Strowd, Assistant Deputy Executive Director, CERP, presented information on two restoration projects in Miami-Dade; Biscayne Bay Coastal Wetlands and the C-111 projects. He provided information of the historic conditions of Biscayne Bay and Florida Bay, the current drainage problems affecting these bays, and the restoration goals and objectives.

Mr. Collins provided comment on the C-111 spreader canal and the concerns regarding this project. He spoke on the funding for this project.

Mr. Gutiérrez said it is time to move forward with the project. He spoke on the costs of this project.

Ms. Bagué spoke about these Acceler8 projects in Miami and funding constraints.

Public Comment: Sara Fain representing the National Parks Conservation Association provided comment on the C-111 project. She supports this project and looks forward to working with the District and WRAC to continue to make this happen.

Chip Merriam, Deputy Executive Director, Water Resources, presented an update on the Miami-Dade County water supply issues. Mr. Merriam reported on the consumptive use permits in Miami and the regional systems. He provided information on the wellfields and the wastewater facilities in Miami-Dade County. Mr. Merriam reported on the agreement and the draft alternative water supply plan for Miami-Dade. He spoke on Miami-Dade's accomplishments for alternative water supplies.

John Renfrow, Director, Miami-Dade Water & Sewer Department, provided additional information and commented on continued support with the District staff and thanked the Governing Board regarding Agenda Item # 17 for funding support on the Savings Incentive Program (SIP).

Ms. Bagué thanked Mr. Renfrow for his support with staff regarding the alternative water supplies in Miami-Dade County.

Ms. Wehle thanked Mr. Merriam for his leadership and the Water Supply staff for their dedication and cooperation working with Miami-Dade County. They are doing a fabulous job.

Sean Sculley, Deputy Director, Watershed Management, presented information on the Combined Structural and Operational Plan (CSOP). Mr. Sculley provided information on the project objectives, the requirements for CSOP, and the status of the project. Mr. Sculley reported on CSOP's performance in the water management areas.

Mr. Lindahl had questions regarding Pump Station SC356 and the maintenance of flood protection.

Mr. Sculley provided additional information regarding this issue.

Mr. Wade stated support to move forward with adaptive management.

Audrey Ordenes, Chair of the Biscayne Bay Regional Restoration Coordination Team (BBRRCT) presented introductory information on the Biscayne Bay Access Plan and the Biscayne Bay Partner Initiative.

Amy Condon, the Trust for Public Land, presented information on the Biscayne Bay Public Access Plan. A packet was distributed to each Governing Board member.

Ms. Bagué thanked Ms. Ordenes and Ms. Condon for their support and ongoing efforts regarding Biscayne Bay.

Chair McCarty recognized Vice-Chair Bagué for the 2006 "Up and Comers" award. This award is presented by the South Florida Business Journal to outstanding business leaders in the South Florida community.

CERP

41. Everglades Agricultural Area Storage Reservoir A-1 Project Construction Management at Risk Services Contract Status Update -- Tommy Strowd, Assistant Deputy Executive Director, CERP

Tommy Strowd, Assistant Deputy Executive Director, CERP, provided information to begin construction on the EAA Reservoir. He reported he has the last two documents to begin the construction: the 404 permit and the Land Use Change Letter.

Chair McCarty introduced Terrance "Rock" Salt of the United States Department of the Interior and Dennis Duke, USACE.

Mr. Salt provided comment and spoke about the history of this project. He congratulated the Governing Board for moving this project forward under the Acceler8 program.

Mr. Duke provided comment and said this is a historic event and a major component for the Everglades Restoration.

Ms. Wehle commended USACE staff, Torrey White and Beth Lewis, for their efforts in the issuance of the 404 permit.

Chair McCarty thanked Mr. Salt and Mr. Duke. Chair McCarty said the District continues to make incredible progress in our commitment to speed up the construction for Everglades Restoration.

Corporate Resources

42. Discussion of proposed FY06-07 millage rates for the purpose of notifying county property appraisers for publication on Truth-In-Millage (TRIM) notices

Project Sponsor: Doug Bergstrom, Ext. 6214

Doug Bergstrom, Division Director, Budget presented information on this item. Mr. Bergstrom provided information on the FY2007 draft budget highlights.

Motion made by Michael Collins, seconded by Alice Carlson to Approve the following item(s): 42

Vote called. Voting yes: Michael Collins, Alice Carlson, Irela Bagué, Miya Burt-Stewart, Nicolás Gutiérrez, Lennart Lindahl, Kevin McCarty, Harkley Thornton, Malcolm Wade. Motion passed.

Discussion Agenda

Water Resources

43. Final order of the Governing Board of the South Florida Water Management District approving the 2006 amendment to the Upper East Coast Water Supply Plan for 2025 in compliance with section 373.0361, F. S.; providing an effective date. (John Mulliken)

John Mulliken, Director, Division of Water Supply Planning & Development, presented information on the Upper East Coast Water Supply Plan.

Mr. Lindahl provided comment on this amendment and the estimated increase in population projections in the upper east coast within the next 20 years. Mr. Lindahl reported on the alternative water supply projects in the upper east coast. Mr. Lindahl commended Mark Elser, Director, Water Supply Implementation, and Linda Hoppes, Lead Planner, Water Supply Planning, for their hard work on this project.

Motion made by Lennart Lindahl, seconded by Nicolás Gutiérrez to Approve the following item(s): 43

Vote called. Voting yes: Lennart Lindahl, Nicolás Gutiérrez, Irela Bagué, Miya Burt-Stewart, Alice Carlson, Michael Collins, Kevin McCarty, Harkley Thornton, Malcolm Wade. Motion passed.

44. Final order of the Governing Board of the South Florida Water Management District approving the 2005-2006 update of the Lower West Coast Water Supply Plan for 2025 in compliance with section 373.0361, F. S.; providing an effective date. (John Mulliken)

John Mulliken, Director, Division of Water Supply Planning & Development, presented information on the Lower West Coast Water Supply Plan.

Ms. Carlson commended Mr. Mulliken and his staff for a wonderful job working with the Lower West Coast utilities and stakeholders on this water supply plan. She reported on the residential growth as well as the agricultural growth in the Lower West Coast. Ms. Carlson commended Michael Coates, Senior Planner, for his hard work on this project.

Public Comment: Paul Mattausch representing Collier County Utilities thanked District staff and Alice Carlson for their efforts with the West Coast Water Supply plans.

Motion made by Alice Carlson, seconded by Michael Collins to Approve the following item(s): 44

Vote called. Voting yes: Alice Carlson, Michael Collins, Irela Bagué, Miya Burt-Stewart, Nicolás Gutiérrez, Lennart Lindahl, Kevin McCarty, Harkley Thornton, Malcolm Wade. Motion passed.

45. **2006-725** A Resolution of the Governing Board of the South Florida Water Management District accepting revisions to the "Long Term Plan for Achieving Water Quality Goals" (Long Term Plan) and directing staff to amend the permit application submitted to the Florida Department of Environmental Protection in December 2003, pursuant to Section 10 of the Everglades Forever Act, Section 373.4592, Florida Statutes (2003), incorporating those revisions to the Long Term Plan; providing an effective date. (Tracey Piccone)

Tracey Piccone, Lead Engineer, STA Management Division, presented information on the long term plan for Achieving Water Quality Goals and directing staff to amend the permit application submitted to FDEP in December 2003. Ms. Piccone reported on the proposed revisions of the STAs.

Mr. Collins commended Ms. Piccone and staff for their efforts in this project.

Motion made by Michael Collins, seconded by Nicolás Gutiérrez to Approve the following item(s): 45

Vote called. Voting yes: Michael Collins, Nicolás Gutiérrez, Irela Bagué, Miya Burt-Stewart, Alice Carlson, Lennart Lindahl, Kevin McCarty, Harkley Thornton, Malcolm Wade. Motion passed.

46. Approve Environmental Resource Permit Modification Application 050706-21 for construction and operation of a surface water management system serving 504-acres of recreation/residential development known as Bonita Beach Road Estates (Lee County) (William Foley, ext 7728) (Janet Starnes, ext 7735)

Damon Meiers, Deputy Department Director, Environmental Resource Regulation, presented information on this agenda item.

Motion made by Alice Carlson, seconded by Nicolás Gutiérrez to Approve the following item(s): 46

Vote called. Voting yes: Alice Carlson, Nicolás Gutiérrez, Irela Bagué, Miya Burt-Stewart, Michael Collins, Lennart Lindahl, Kevin McCarty, Harkley Thornton, Malcolm Wade. Motion passed.

CERP

49. **2006-728** A Resolution of the Governing Board of the South Florida Water Management District to approve the purchase of land interests containing 321.95 acres, more or less, for the C-111 Spreader Canal CERP Project in Miami-Dade County, in the amount of \$2,736,600, and associated costs; subject to Governing Board approval of the FY07 budget; approve declaring surplus, disposal of, and removal from the asset records, any such structures and improvements deemed unnecessary for the stated purpose of the original land acquisition; providing an effective date. (B. Katz, ext. 6837)

Ruth Clements, Department Director, Land Acquisition presented information on this agenda item.

Motion made by Alice Carlson, seconded by Irela Bagué to Approve the following item(s): 49

Vote called. Voting yes: Alice Carlson, Irela Bagué, Miya Burt-Stewart, Michael Collins, Nicolás Gutiérrez, Lennart Lindahl, Kevin McCarty, Harkley Thornton, Malcolm Wade. Motion passed.

50. **2006-729** A Resolution of the Governing Board of the South Florida Water Management District to authorize entering into a 300-day contract with GlobeTec Construction, LLC, the lowest responsive and responsible bidder, for the Picayune Strand Restoration CERP Project's Prairie Canal Backfilling Project in Collier County in the amount of \$2,390,600 for which dedicated funds (CERP Capital Construction Fund) in the amount of \$600,000 are budgeted and the remainder is subject to Governing Board approval of the FY07 budget; providing an effective date. (Contract Number CN060045/3600001268)

No presentation was provided.

Motion made by Michael Collins, seconded by Lennart Lindahl to Approve the following item(s): 50

Vote called. Voting yes: Michael Collins, Lennart Lindahl, Irela Bagué, Miya Burt-Stewart, Alice Carlson, Nicolás Gutiérrez, Kevin McCarty, Harkley Thornton, Malcolm Wade. Motion passed.

Executive Office

61. **2006-734** A Resolution of the Governing Board of the South Florida Water Management District strongly recommending approval of federal funding to complete the urgently needed Modified Waters Deliveries to Everglades National Park Project in Miami-Dade County; providing an effective date.



South Florida Water Management District

Governing Board Projects & Lands Committee MEETING MINUTES

January 13, 2010

11:00 AM

Village of Key Biscayne - Village Chambers
88 West McIntyre Street
Key Biscayne, FL 33149

Members Present:

Joe Collins

Shannon Estenoz

Jerry Montgomery

Patrick Rooney

1. Call to Order - Pat Rooney, Chair

Chair Rooney called the meeting to order at 11:02 a.m.

Chair Rooney recognized Eugene Flinn, Mayor of Palmetto Bay, who was in the audience.

Governing Board members Michael Collins, Eric Buermann, Kevin Powers and Charles Dauray were in attendance at the meeting.

2. Approval of Minutes

Approval of Minutes for the November 12, 2009, Project & Lands Committee meeting held in Key Largo, Florida

Motion made by Shannon Estenoz, seconded by Jerry Montgomery, to approve the Project and Lands Committee meeting minutes from November 12, 2009. Vote called. Voting yes: Joe Collins, Shannon Estenoz, Jerry Montgomery and Patrick Rooney. Motion passed.

3. Changes to Agenda - Annette Carter, Director, Office of Governing Board & Executive Services

Annette Carter, Director, Office of Governing Board & Executive Services, read into the record:

Section 120.525, Florida Statutes, allows the District to change the published agenda for good cause shown, as determined by the presiding officer. Based upon that authority, the Chairman has determined that good cause exists to make certain changes to the Agenda. These changes are being made in order to permit the Committee to efficiently accomplish necessary public business at this meeting and to reflect the items on the agenda that have been requested or suggested to be deleted, revised, supplemented or postponed. These changes have been listed in the Committee Addendum available at the entrance to this meeting room.

4. Cost-Sharing Remediation of Agrochemicals - Paul Warner, Chief Scientist, Federal & State Policy Division (ext. 6512)

Paul Warner, Chief Scientist, Federal and State Policy Division, presented information regarding policy approval requests that are being discussed with Corps Headquarters related to cost sharing remediation of agrochemicals. Currently, there is an approved policy for projects without an approved Project Implementation Report (PIR). Additional guidance for implementing this policy is under development by Corps Headquarters.

Another policy approval request is still under discussion with the Corps Headquarters. This policy would apply to projects with a completed and approved PIR. Implementation of this policy would result in significant cost savings by allowing the District to certify lands without remediating in advance and the Corps would integrate remediation into their construction contracts. A federal decision on the proposed policy is anticipated for February 2010.

Mr. Joe Collins, referring to agrochemicals as crop protection products, explained that when legal levels of these products are applied, the products are safe for residential and commercial use. The concerns are adding water to the product during construction of the restoration projects.

Agenda Item #5 was deleted from the Agenda.

6. Acquisition of Lands Adjacent to Current Okeechobee Field Station - Ruth Clements, Director, Land Acquisition Department, and Joel Arrieta, Director of Field Operations North (ext. 6271 and 2867)

Ruth Clements, Director, Land Acquisition Department, presented information on the land acquisition adjacent to the Okeechobee Field Station. This land allows for future expansion of the Field Station in its current central location and also allows for future co-location of the Service Center thereby avoiding rental costs and allowing for consolidation of land management inventory.

Mr. Joe Collins stated this is a good opportunity for the field station and for the Okeechobee Service Center which has outgrown its office space.

7. Public Comment

Public Comment: Mayor Eugene Flinn, Palmetto Bay, thanked the Board for their continued partnership between the District and Palmetto Bay. He also commented on Old Cutler Property and supports of the settlement proposal which is being presented to the Governing Board at the January 14, 2010 meeting.

Beth Kibler, Old Cutler South, commented on Biscayne Bay Coastal Wetlands land acquisition. She supports the settlement proposal.

9. **C-43 West Reservoir** - Tommy Strowd, Assistant Deputy Executive Director, Everglades Restoration and Capital Projects (ext. 6998)

Tommy Strowd, Assistant Deputy Executive Director, Everglades Restoration and Capital Projects gave a presentation regarding two issues associated with the C-43 Reservoir:

- A wildlife entrapment issue as a result of the interior side slopes of reservoirs.
- A proposal to request the Corps to repackage the SFWMDs reservoir plans and specifications into a Corps format, which would allow the flexibility for either organization to construct the project when funding becomes available.

Mr. Dauray requested staff communicate with the local conservation groups regarding these issues.

Mr. Michael Collins had concerns on new standards by the USACE and U.S. Fish & Wildlife Service (USFWS) for wildlife entrapment protection, the increased costs to the projects, and whether the projects will ever be built because of these new standards.

Mr. Ammon provided an explanation of the design elements of a reservoir and the costs of making these design changes. He said USFWS has agreed that if we make the design changes, they would significantly reduce or eliminate the monitoring within these facilities, which is quite substantial.

Mr. Michael Collins indicated that if we could get USFWS to sign-off on significantly reducing the monitoring requirements, then maybe the redesign makes sense.

Ms. Estenoz agreed with Mr. Michael Collins that if we can get sign-off to reduce monitoring costs and that if we could avoid potential future problems with entrapment of wildlife, but only if this would not slow down the Chief's Report and subsequent authorization of the C-43 Reservoir Project.

Mr. Dauray expressed concern that once a species goes on the endangered species list, with so many rules and regulations, it will stay on the list and will effect our restoration efforts.

Mr. Joe Collins expressed concern about the continuously rising costs of CERP Projects based on new requirements, and encouraged looking at the ecosystem's big picture and overall environmental benefits we are trying to achieve for restoration projects.

Mr. Montgomery expressed concern about the District's budget and the amount of money being discussed. He said we need to move forward with this project and focus on saving money as the fiduciary responsibility to the taxpayers of South Florida.

Mr. Ammon said there has been numerous meetings with the USACE, USFWS and the U.S. Department of Interior on wildlife entrapment.

Mr. Ammon said he would bring back to the Committee a cost-benefit analysis for this design change versus monitoring savings.

Ms. Wehle commented on the discussions she has had between the District, USFWS and the USACE. She said the design change of stair steps for wildlife was the least expensive alternative design, and that this was a business decision, based on both costs and risk analysis. Redesigning the embankment would eliminate the risk of having to go back in the future and have to retrofit the project if we have migratory birds or endangered species entrapped, and the fact that redesign costs would be offset by USFWS not requiring monitoring. This will not be a precedent for projects; each project will be negotiated based on the cost and risk analysis specific to that project.

Ms. Estenoz expressed a desire to talk with USFWS about a programmatic approach to wildlife protection and monitoring requirements.

Ms. Wehle committed to come back to the Committee regarding the current monitoring requirement costs and projections for monitoring going forward associated with Everglades Restoration projects and let USFWS know the concerns and discuss the possibility of a programmatic approach.

8. Adjourn

Chair Rooney adjourned the meeting at 12:18 p.m.

Motion made by Jerry Montgomery, seconded by Shannon Estenoz to adjourn the meeting. Vote called. Voting yes: Joe Collins, Shannon Estenoz, Jerry Montgomery and Patrick Rooney. Motion passed.

Patrick Rooney
Chairman
Projects and Lands Committee

Recorded By:

Cathy Widness
Administrative Assistant Senior
Governing Board and Executive Services
SFWMD

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, URGING THE U.S. ARMY CORPS OF ENGINEERS, THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT TO EXPEDITE PHASE II OF THE BISCAYNE BAY COASTAL WETLANDS PROJECT SO THAT PLANNING FOR PHASE II MAY COMMENCE AS SOON AS POSSIBLE AND TO TAKE ALL NECESSARY ACTIONS TO COMPLETE PHASE I OF THE BISCAYNE BAY COASTAL WETLANDS PROJECT; PROVIDING FOR TRANSMITTAL TO INTERESTED PARTIES; PROVIDING AN EFFECTIVE DATE. (Sponsored by Mayor Eugene Flinn).

WHEREAS, Palmetto Bay is part of Miami-Dade County, the only county in the nation that is home to two national parks, Biscayne National Park and Everglades National Park; and

WHEREAS, Biscayne National Park boundaries include part of Palmetto Bay; and

WHEREAS, the health of Biscayne Bay and the Everglades is intrinsically linked to the economic well-being of Miami-Dade County through nature-based tourism and commercial and recreational fishing; and

WHEREAS, restoration of the greater Everglades' ecosystem is important for continued clean water supply, environmental and public health, and the economic viability of Miami-Dade County; and

WHEREAS, The Palmetto Bay Mayor and Council previously approved resolution no. 09-18, on March 2, 2009, urging the US Congress and Florida Legislature to fully fund Biscayne Bay Coastal Wetlands Projects (sponsored by Mayor Flinn and co-sponsored by Councilman Tendrich), resolution no. 09-18 being included herein by its specific reference, and

WHEREAS, the Biscayne Bay Coastal Wetlands (BBCW) project, a critical component of the Comprehensive Everglades Restoration Plan (CERP), as authorized by Congress in 2000, is intended to restore natural coastal wetlands habitat by redistributing freshwater flow through more natural "sheet flows," and reconnecting coastal wetlands and marine habitats in Biscayne Bay and Biscayne National Park; and

WHEREAS, the BBCW project is the only CERP project that is dedicated to restoring Biscayne Bay and Biscayne National Park, both of which are vital to the ecological and economic health of Miami-Dade County; and

WHEREAS, the BBCW project will provide increased water storage in the wetlands east of the coastal ridge, which is expected to protect against saltwater intrusion and thereby increase resiliency against sea level rise in southern Miami-Dade County, which will specifically and specially

1 impact Palmetto Bay as well as other continuous Miami-Dade County municipalities/communities;
2 and

3
4 **WHEREAS**, both Phase I and Phase II of the BBCW project must be completed in order
5 to achieve the full project benefits as envisioned in CERP; and

6
7 **WHEREAS**, although there is a plan in place for the completion of Phase I of the BBCW
8 project, the planning for Phase II of the BBCW project is not scheduled to begin until 2021, and
9 actual construction of Phase II would occur even later in time; and

10
11 **WHEREAS**, Phase II of the BBCW project is intended to provide water storage and
12 rehydrate significant wetland areas between the Princeton and Mowry Canals as well as the Model
13 Lands wetland area, which contains more than 20,000 acres of important wetlands that connect the
14 Everglades to Biscayne Bay and Card Sound; and

15
16 **WHEREAS**, in addition, Phase I of the BBCW project has not been completed, and
17 therefore the potential benefits of that portion of the BBCW project have not yet been fully realized;
18 and

19
20 **WHEREAS**, Palmetto Bay, along with and as an integral part of Miami-Dade County, is
21 deeply invested and committed to seeing the BBCW project completed, and in order to do in a
22 timely manner, Phase II of the BBCW project must move forward in advance of the current
23 schedule; and

24
25 **WHEREAS**, to this end, Palmetto Bay has joined with Miami-Dade County in numerous
26 projects where Miami-Dade County has continued to contribute substantial resources towards the
27 goals of CERP and the BBCW project, including land acquisition, technical data, and staffing
28 resources to those project delivery teams; and

29
30 **WHEREAS**, in order to expedite Phase II of the BBCW project, the South Florida Water
31 Management District, as the local sponsor for this project, would need to ask the U.S. Army Corps
32 of Engineers to include, in its budget for fiscal year 2018, the 50 percent federal share of funding for
33 the planning of Phase II of the BBCW project, and such a request by the South Florida Water
34 Management District may need to be made as early as mid-May 2016 in order to meet budgetary
35 deadlines; and

36
37 **WHEREAS**, as such, the Palmetto Bay Village Mayor & Council wishes to join the request
38 that the U.S. Army Corps of Engineers include the above-mentioned funding in its budget for fiscal
39 year 2018; and

40
41 **WHEREAS**, the Palmetto Bay Village Mayor & Council also wishes to request that the
42 Florida Department of Environmental Protection and the South Florida Water Management District
43 move forward with planning for Phase II of the BBCW project on an expedited schedule, and take
44 all necessary steps to do so, including the allocation of up to \$3 million dollars, or equivalent in-kind
45 services, as approved and required by the U.S. Army Corps of Engineers, for such planning efforts;
46 and

1 **WHEREAS**, the Palmetto Bay Village Mayor & Council wishes to request that the U.S.
2 Army Corps, Florida Department of Environmental Protection, and the South Florida Water
3 Management District take all necessary steps to complete Phase I of the BBCW project,
4

5 **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE**
6 **COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**
7

8 **Section 1.** Urges the U.S Army Corps of Engineers, the Florida Department of
9 Environmental Protection and the South Florida Water Management District to take all steps
10 necessary to (1) complete Phase I of the BBCW project and (2) expedite the planning of Phase II of
11 the BBCW project, so that such planning occurs as soon as possible, and in any event, sooner than
12 the current schedule of 2021.
13

14 **Section 2.** Directs Palmetto Bay's state lobbyists to advocate for administrative action
15 accomplishing the goals set forth herein and as described in Section 1 above, and authorizes and
16 directs the Office of Intergovernmental Affairs to include this item in the 2017 State and Federal
17 Legislative Packages when they are presented to the Board.
18

19 **Section 3.** The Village Clerk is authorized on behalf of the Village to provide executed
20 copies of this resolution to the Members of the Florida Congressional Delegation; the Assistant
21 Secretary of the Army for Civil Works, the Governor, the Chair and Members of the Miami-Dade
22 State Legislative Delegation; Mayor Miami-Dade County, all members of the Board of County
23 Commissioners, including through the Clerk of the Board; the Secretary of the Department of
24 Environmental Protection, the Governing Board and Executive Director of the South Florida Water
25 Management District and other Federal, State and/or local interested parties.
26

27 **Section 4.** This resolution shall take effect immediately upon adoption.
28

29 PASSED and ADOPTED this _____ day of May, 2016.
30

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32 Attest: _____
33 Meighan Alexander,
34 Village Clerk
35

Eugene Flinn,
Mayor

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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 Karyn Cunningham	_____
Council Member Tim Schaffer	_____
Council Member Larissa Siegel Lara	_____
Vice-Mayor John DuBois	_____
Mayor Eugene Flinn	_____



To: Honorable Mayor and Village Council

Date: May 2, 2016

From: Edward Silva, Village Manager

Re: Roadway Improvement Feasibility Study

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REQUESTING A ROADWAY IMPROVEMENT FEASIBILITY STUDY AND COST ANALYSIS STUDY FOR TRAFFIC CALMING AND VOLUME REDUCTION SOLUTIONS ON SW 168TH ST BETWEEN US-1 AND OLD CUTLER RD WITH FOCUS ON THE INTERSECTION OF SW 168TH ST AND SW 82ND AVE AND NEIGHBORING RESIDENTIAL STREETS IN CLOSE PROXIMITY TO SOUTHWOOD MIDDLE SCHOOL AND PERRINE ELEMENTARY SCHOOL IN THE VILLAGE OF PALMETTO BAY; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO CONTRACT WITH MARLIN ENGINEERING, INC. TO PROVIDE TRAFFIC ENGINEERING AND TRANSPORTATION PLANNING SERVICES FOR A TRAFFIC FEASIBILITY STUDY INCLUSIVE OF BIKE LANES; AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER AND APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$57,867.50; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

The Village has received numerous complaints from residents regarding the speeding and cut-through traffic on residential streets in close proximity to the traffic circle at the intersection of SW 168th Street and SW 87th Avenue. The Village's Public Services Department held several traffic calming workshops to gain insight as to how to address the ongoing request for traffic calming.

On September 10, 2015, the first traffic calming workshop initiative was held to discuss traffic calming in the neighborhood south of SW 168th Street between SW 87th Avenue and SW 84th Avenue near Perrine Elementary School and Southwood Middle School. The workshop provided renderings of recommended traffic calming devices to address speeding and cut-through traffic. The vision of installing speed tables, chicanes, and diverters was not well received by the residents in attendance at this workshop. As a result, the Village worked tirelessly with MDC Division of Traffic Engineering to get the request for no right turn restriction signage installed at multiple intersections (SW 87th Avenue south of SW 168th Street).

On November 18, 2015, the second neighborhood traffic calming workshop was held for residents in the area north of SW 168th Street. At this workshop, the residents in attendance were once again presented with renderings demonstrating options that the Village found to be advantageous to improve the traffic conditions in the area north of SW 168th Street. The traffic calming recommendations made by residents in attendance at this workshop included:

- No right turn restriction signage;
- Bridge over the canal located at SW 87th Avenue;
- Re-establish the signalized intersection at SW 168th Street/SW 87th Avenue;
- Installation of a traffic circle at the intersection of SW 82nd Avenue/SW 168th Street;
- Include more signage at the traffic circle;
- Remove school bus traffic from neighborhood streets;
- Increase police presence and reduce speed limit on residential streets.

The final agreeable recommendation included the placement of temporary speed humps on SW 165th Terrace and SW 83rd Avenue for a 90 day period pending design of permanent traffic calming improvements. In agreeance with the final agreeable recommendation, the temporary speed humps were installed and as a result, the speed of vehicles decreased but the volume of vehicular traffic remained constant.

On February 3, 2016, a meeting was held with Miami-Dade County Transportation Division, Miami Dade County School representatives, and Palmetto Bay administrators at Perrine Elementary School in an aggressive effort to address the level of service at the intersection located at SW 168th Street and SW 87th Avenue. The final result of this meeting concluded with the recommendation that a traffic study of the overall network of traffic along the corridor of SW 168th Street be performed.

Following the meeting that was held on February 3, 2016, Marlin Engineering, Inc. responded to the Village's request for a proposal to provide transportation engineering services for the preparation of a roadway improvement feasibility study and cost analysis study for traffic calming and volume reduction solutions in the area bounded by US-1 to the west, Old Cutler Road to the east, SW 184th Street to the south and SW 160th Street to the north be performed to include recommendations for permanent traffic calming devices (traffic circles, diverters, chicanes, speed tables, and turn restriction signage in the network area.

The purpose and goal of the study is to determine if a traffic circle at the intersection of SW 82nd Avenue at SW 168th Street is a feasible solution to address the issue with traffic backup heading east bound on SW 168th Street (between US-1 and Old Cutler Road). The study will further determine if additional traffic calming devices are needed on residential streets, based on particular locations which present speeding/traffic volume concerns. Marlin Engineering shall determine whether and where traffic calming measures are needed and if so, to develop policies as to what type of traffic calming measures are recommended for that particular street location in order to reduce any identified speeding and/or traffic volume problem for that particular street.

Village administration desires to contract with Marlin Engineering, Inc. to provide Transportation Engineering services in accordance with the attached proposal (Proposal from Marlin Engineering is attached as Exhibit A). The study shall reflect traffic calming measures in an effort to reduce or eliminate cut-thru traffic and speeding within the neighborhood. Suggested traffic calming devices for which the traffic intrusion analysis will examine are listed, but not limited to: speed humps, tables, neck-downs, traffic circles, half closures, channelization, chicanes, chokers, lane narrowing, traffic medians, diverters, and raised intersections.

On an as need basis, Marlin Engineering is one of five pre-qualified firms selected to provide Transportation Engineering services to the Village. Their services will incorporate an evaluation of existing sites, traffic data collection, an analysis and evaluation of data collection, a justification report, and concurrency from Miami-Dade County Traffic Engineering Division.

Once the study is completed, the traffic study will provide recommendations on the scenario that provides the best traffic flow options for the area. Marlin Engineering will provide deliverables.

Village Administration is requesting authorization to enter into an agreement with Marlin Engineering, Inc. to provide transportation engineering services to the Village for the preparation of a roadway improvement feasibility study and cost analysis study for traffic calming and volume reduction solutions along SW 168th Street (between US-1 and Old Cutler Road) with the focus on the intersection of SW 168th Street and SW 82nd Avenue and neighboring residential streets in close proximity to Southwood Middle School and Perrine Elementary School.

FISCAL/BUDGETARY IMPACT:

Funding is available and budgeted for this item under “Special Revenue Fund-Transportation Sales Tax” in an amount not to exceed \$57,867.50 for fiscal year 2015-16.

RECOMMENDATION:

It is recommended that the Village Council authorize the Village Manager to enter into contract with Marlin Engineering, Inc. to provide traffic engineering and transportation planning services for a traffic feasibility study and authorize the Village Manager to issue a purchase order in an amount not to exceed \$57,867.50.

Attachments:

Exhibit A – (Proposal from Marlin Engineering)

March 24, 2016

Edward Silva – Village Manager
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, FL 33157
RE: PROPOSAL FOR VILLAGE-WIDE TRAFFIC STUDY

Dear Mr. Silva:

Thank you for the award of this contract and Marlin Engineering, Inc. (MEI) is pleased to respond to your request for proposal.

1. PROJECT

The purpose and goal of the study is to determine if a traffic circle at the intersection of SW 82nd Avenue at SW 168th Street is a feasible solution to address the issue with traffic backup heading eastbound on SW 168th Street between US-1 and Old Cutler Road. In addition, further determination will also be provided as to if additional traffic calming devices are needed on residential streets, based on particular locations which present speeding/traffic volume problems. MARLIN shall determine whether and where traffic calming measures are needed and if so to develop policies as to what type of traffic calming measures are recommended for that particular street location in order to reduce any identified speeding and/or traffic volume problem for that particular street.

The study area is bounded by:

- US-1 to the west,
- Old Cutler Road to the east,
- SW 184th Street to the south, and
- SW 160th Street to the north

When performing any traffic calming, MEI's study goals are to:

1. To increase the quality of life;
2. Incorporate the preferences and requirements of the residents;
3. Create safe and attractive streets; and
4. Help to reduce the negative effects of motor vehicles on the environment; and promote pedestrian, bicycle and transit use.

2. SCOPE OF WORK FOR TRAFFIC ENGINEERING SERVICES:

The study shall reflect traffic calming measures in an effort to reduce or eliminate cut-thru traffic and speeding within the neighborhood. Suggested traffic calming devices for which the traffic intrusion analysis will examine are listed, but not limited to:

- Speed humps and/or tables (Temporary or permanent)
- Neckdowns
- Traffic circles
- Half closures
- Full closures
- Channelization
- Chicanes
- Chokers

- Lane narrowing
- Traffic medians
- Diverters
- Raised intersections

A. Kick-Off Meeting

- a. Project Kickoff – MEI will have meeting with the Village to obtain all pertinent background information and discuss specific locations for traffic data collection (24-Hour Volume and Speed Counts - 50 Locations Maximum).
- b. Neighborhood Meeting/Public Workshop - MEI will meet with neighborhood residents to provide the residents an opportunity to identify the existing traffic issues within the study area, to provide direction for the study's focus. Items for discussion may include:
 - Objectives of the Traffic Study
 - Types of Data Collection
 - Locations of Data Collection
 - Analysis Procedures
 - Proposed schedule
 - Key issues/areas for residents

Deliverables:

- a. Sign-in Sheets to document attendees
- b. Display boards
- c. Comment Cards
- d. Map(s) of the area to allow residents to post “stickys” to document concerns

B. Traffic Data Collection

The Village of Palmetto Bay has provided a map of concern areas within the Village. The areas identified within this map will serve as our initial concern locations and represent the core concentration areas of the study.

To identify supplemental concentration areas to build a comprehensive Traffic Calming Master Plan, MEI will use input gained through the kick-off meeting, perform field reviews in the study area, collect 24-hour roadway volume counts and speed data to measure the existing traffic conditions at key locations within the study area. In addition, MEI will utilize Bluetooth data collection devices to collect origin-destination counts (10 locations max. - 5 days of monitoring) to identify cut-through traffic, where appropriate.

Note: A.M. and P.M. peak hour intersection turning movement counts (TMCs) **will not be included** within the scope of this data collection effort, with exception to the SW 82nd Avenue at SW 168th Street intersection where AM and PM TMCs will be collected for determination of the traffic circle.

Deliverables:

- a. Field Review Summary (existing conditions, traffic patterns, drainage, existing devices, etc.)
- b. 24-Hour Average Daily Traffic and 85th Percentile Speed Data (50 locations maximum)
- c. AM/PM peak hour Turning Movement Counts on SW 82nd Avenue at SW 168th Street
- d. Origin-Destination (OD) Data, where applicable (10 locations/machines maximum)

C. Data Analysis

MEI will utilize the results from the data collection efforts to:

- a. Identify particular locations which present speeding/traffic volume problems
 - i. Existing traffic conditions; including the magnitude of speeding, volume and cut-through traffic
- b. Determine whether and where other traffic calming measures are needed
- c. Develop suggestions as to what type of traffic calming measures are recommended for a particular location/street, to:
 - i. Reduce speeding and/or
 - ii. Traffic volumes

Note: MARLIN shall provide initial 50 locations for speed/volume data collection and 10 locations for Origin-Destination. Village may adjust locations, as necessary.

Deliverables:

- a. Map(s) of Areas of Concerns identifying locations for:
 - i. Speeding Issues and/or
 - ii. Volume Issues and/or
 - iii. Cut-Through

D. SW 82nd Avenue at SW 168th Street Operational Analysis

Utilizing the collected turning movement counts, MARLIN shall perform an intersection operational analysis to determine the feasibility of a 1-lane traffic circle at the SW 82nd Avenue at SW 168th Street intersection.

Analysis of existing and proposed (traffic circle) traffic conditions at the intersection will be performed for the AM and PM peak hour conditions. Intersection Levels of Service (LOS) will be determined for the AM and PM peak period conditions using a microsimulation model, based on the procedures of the Highway Capacity Manual (HCM). The levels of service thresholds used for the analysis are based on the "Generalized" tables for Urbanized Areas within the FDOT Level of Service Handbook, for the Miami-Dade County adopted threshold, which is Level of Service "E".

Level of Service is a quality measure describing operational conditions within a traffic stream, generally in terms of such service measures as speed and travel time, freedom to maneuver, traffic interruptions, and comfort and convenience.

Six (6) LOS are defined for each type of facility that have HCM analysis procedures available. Letters designate each level, from A to F, with LOS A representing the best operating conditions and LOS F the worst. Each Level of Service represents a range of operating conditions and the driver's perception of those conditions. Safety is not included in the measures that establish service levels.

Deliverables:

- a. Existing AM and PM LOS and delay analysis
- b. Proposed (1-lane traffic circle) AM and PM LOS and delay analysis

F. Development of Village-wide Traffic Calming Master Plan

MEI will develop a Traffic Calming Master Plan, incorporating results of the data analysis and the alternatives prioritization.

This plan will then be presented at a "Follow-Up" neighborhood meeting to obtain 67% resident approval in the affected areas (67%). Upon resident approval, the Master Plan will be brought forward for Village Council adoption.

In general, for MDPWD to provide final approval, the following documentation must also be obtained:

- Letters from affected entities such as Police, Fire, and Solid Waste Departments stating that they concur with the aforementioned traffic flow modifications and that they will not adversely impact their services (Village responsibility)
- Concurrence from the affected residents/property owners. In lieu of concurrence from the affected residents/property owners, the Village Council may adopt a resolution after a public hearing. (Village responsibility)
- An executed Intergovernmental Agreement that the Village will be responsible for the installation and maintenance of traffic calming devices, and assume liabilities associated with the installation of said devices. (Village responsibility)

Note: Traffic Calming Master Plan will not include coordination with Miami Dade for approval or permitting. The Village will be responsible for any such requirements.

Note: MARLIN shall “only” facilitate one “follow-up” meeting to gain consensus for the Master Plan. Beyond this, individual signatures to obtain 67% resident approval will be the responsibility of the Village.

Note: No “Design” services are included in this proposal.

Deliverables:

- a. Traffic Calming Master Plan for the study location (24” x 36” color plot)

G. Report

MEI will summarize the results of the study. Five (5) bound copies and one (1) electronic (PDF) of the final report will be provided to the Village of Palmetto Bay.

Deliverables:

- a. Final Report Study

Note: Report will not include coordination with Miami Dade for approval or permitting. The Village will be responsible for any such requirements.

H. Meetings/Commission Presentation

MEI will perform at least (2) presentations to the Village Council as part of this study; one to introduce the study results, present the Master Plan and obtain Council adoption; and another to finalize the project.

3. CONTRACT SUM

For the services performed under paragraph 2, the Client will pay the Engineer the lump sum fee of (\$57,867.50) payable as follows. Any additional services will be negotiated as needed.

4. PAYMENTS

Subsequent progress payments of the above lump sum fees shall apply and invoice monthly in proportion to the services performed.

Should the client wish us to provide and/or negotiate with third parties, any of the aforementioned services or any other additional work not included in this proposal under the Scope of Work, we will provide it on a Time Charge plus Expenses basis, computed as the sum the following:

- Approved Employee Category and Certified Wage Rates
- Non-Salary expenses times a multiplier of 1.05

Non-Salary expenses include such typical expenses as cost of: transportation and subsistence; toll telephone calls and telegraph; printing and reproduction; computer time and programming costs; identifiable supplies; subcontract services such as: surveys, subsurface investigation and testing by commercial laboratories.

5. CLIENT RESPONSIBILITIES

Provide access to and make all provisions for the Engineer to enter upon public and private lands as required for the Engineer to perform his work under this proposal.

Place at the disposal of the Engineer all available information pertinent to the project upon which the Engineer can rely, including previous reports and any other data related to the design and construction of the project.

Designate a person to act as the Client’s representative with respect to the work to be performed, such person to have complete authority to transmit instructions, receive information, interpret and define the Client’s policies and decisions with respect to the work covered by this proposal.

6. SCHEDULE & DELIVERIES

A “signed and sealed” Report documenting the results of the study will be submitted, as detailed in the scope of services. The Engineer has neither jurisdiction nor control over the regulatory agencies and their plans review process, therefore the Engineer shall not be liable for the delays created by said agencies.

TRAFFIC CALMING INITIATIVES

ID	TASK NAME	DURATION (days)	START	FINISH	MONTH 1				MONTH 2				MONTH 3				MONTH 4			
					1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
	<i>Task: Project Kick-off</i>	30	0	30	→															
	<i>Task: Data and Information Collection</i>	45	30	75					★											
	<i>Task: Traffic Calming Alternatives and Master Plan</i>	45	75	120									★							

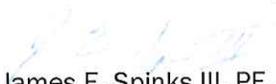
-  - Public Workshop
-  - Project Kick-Off
-  - Village Staff Update
-  - Presentation to Village Council

7. ACCEPTANCE

The return of an executed copy of this proposal would constitute our authorization to proceed.

Very truly yours

MARLIN ENGINEERING, INC.


James E. Spinks III, PE, PTOE
Sr. Vice President - South Florida

ACCEPTED BY: _____ DATE: _____

TITLE: _____

FILE COPY

CONTINUING SERVICES

A G R E E M E N T

Between

VILLAGE OF PALMETTO BAY, FLORIDA

And

Marlin Engineering, Inc.

CONTINUING SERVICES

AGREEMENT

FILE COPY

Between

VILLAGE OF PALMETTO BAY, FLORIDA

And

Marlin Engineering, Inc.

THIS AGREEMENT is made between the Village of Palmetto Bay, Florida, a Florida municipal corporation, (hereinafter referred to as the "village ") and Marlin Engineering, Inc. licensed and authorized to do business in the State of Florida, (hereinafter referred to as the "consultant "), whose place of business is 2191 NW 97TH Avenue, Doral, FL 33172.

WHEREAS, pursuant to section 287.055, Florida Statutes, the village requested qualifications from qualified engineers and selected the consultant to provide professional *Transportation Planning and 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:¹

- 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.

¹ 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 11th 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:

Marlin Engineering, Inc.
2191 NW 97TH Avenue
Doral, FL 33172
Telephone: (305) 477-7575
Facsimile: (305) 477-7590

FOR VILLAGE:

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

SECTION 26. TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

SECTION 27. CONSENT TO JURISDICTION

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

SECTION 28. GOVERNING LAW

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

SECTION 29. HEADINGS

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

SECTION 30. EXHIBITS

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

SECTION 31. SEVERABILITY

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

SECTION 32. COUNTERPARTS

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

SECTION 33. WARRANTY OF AUTHORITY

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

SECTION 34. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY

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

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

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

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

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

ATTEST:

VILLAGE OF PALMETTO BAY

Melinda J. Alexander
Village Clerk

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

Date: 6-20-13

APPROVED AS TO FORM:

Joel A. Burt
Village Attorney

ATTEST:

Marlin Engineering, Inc.

By: Ramon Soria
Ramon Soria, P.E.
President

Date: 5/21/2013

WITNESSES:

James E. Spinks III
Print Name: JAMES E. SPINKS III

Sergio Alfonso Jr PE
Print Name: SERGIO ALFONSO JR PE

EXHIBIT "A"

PROJECT AGREEMENT

Between

VILLAGE OF PALMETTO BAY, FLORIDA

And

[Insert Company Name]

Handwritten signature

for

Work Authorization No. []

[INSERT NAME OF PROJECT]

PROJECT AGREEMENT
Between

THE VILLAGE OF PALMETTO BAY, FLORIDA

And

Insert Company Name

For

Work Authorization No. _____

[INSERT NAME OF PROJECT]

Pursuant to the provisions contained in the "continuing services agreement" between the VILLAGE OF PALMETTO BAY, FLORIDA, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157 (the "village") and Insert Company Name, _____ ("consultant") dated _____, this project agreement authorizes the consultant to provide the services as set forth below:

The village and consultant agree as follows:

SECTION 1. SCOPE OF SERVICES

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

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

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

SECTION 2. DELIVERABLES

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

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

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

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

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

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

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

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

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

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

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

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices

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

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the village for payment to the consultant is disputed, or additional backup documentation is required, the village shall notify the consultant within 15 working days of receipt of the invoice of the objection, modification or additional documentation request. The consultant shall provide the

village with additional backup documentation within five working days of the date of the village's notice. The village may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the consultant. The village, at its sole discretion, may pay to the consultant the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the village becomes credibly informed that any representations of the consultant, provided pursuant to subparagraph 5.1, are wholly or partially inaccurate, or in the event that the consultant is not in compliance with any term or condition of this project agreement, the village may withhold payment of sums then or in the future otherwise due to the consultant until the inaccuracy, or other breach of project agreement, and the cause thereof, is corrected to the village's reasonable satisfaction.

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

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

SECTION 6. TERMINATION/SUSPENSION

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

6.2 **For Convenience.** This project agreement may be terminated by the village for convenience upon 14 days' written notice to the consultant. In the event of termination, the consultant shall incur no further obligations in connection with the project and shall, to the extent possible, terminate any outstanding subconsultant obligations. The consultant shall be

compensated for all services performed to the satisfaction of the village and for reimbursable expenses incurred prior to the date of termination. The consultant shall promptly submit its invoice for final payment and reimbursement and the invoice shall comply with the provisions of paragraph 5.1 of this project agreement. Under no circumstances shall the village make any payment to the consultant for services which have not been performed.

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

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

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

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

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

ATTEST:

VILLAGE OF PALMETTO BAY

Village Clerk

By: _____
Ron E. Williams, Village Manager

Date: _____

APPROVED AS TO FORM:

Village Attorney

ATTEST:

[Insert Company Name]

By: _____
[Insert Name]
[Insert Job Title]

Date: _____

WITNESSES:

Print Name: _____

Print Name: _____

Exhibit "1"

Project Description

[TO BE INSERTED]

Exhibit "2"

Scope of Services and Project Schedule

[TO BE INSERTED]

MARLIN ENGINEERING, INC.

Village of Palmetto Bay - Transportation Planning and Engineering Services
RFQ 2013-PW-100

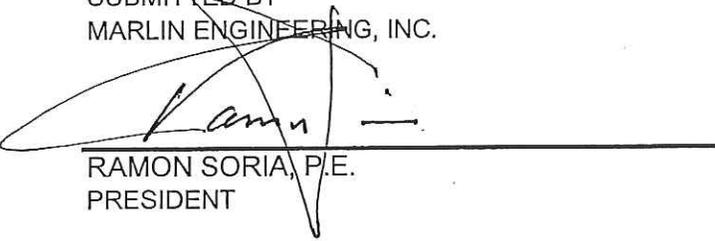
DATE PREPARED: MAY 22, 2013

EMPLOYEE CATEGORY & CERTIFIED WAGE RATES

PROFESSIONAL CATEGORY	2013
	PROPOSED CONTRACT HOURLY RATE (\$) BURDENED
Chief Engineer	\$165.00
Project Manager	\$145.00
Senior Engineer	\$135.00
Project Engineer	\$125.00
Engineering Intern	\$110.00
Senior Planner	\$125.00
Planner	\$110.00
GIS Specialist	\$80.00
Engineering Technician	\$80.00
CADD Specialist	\$90.00
Construction Engineering Inspector	\$100.00
Specialist	\$135.00

I CERTIFY THAT THE ABOVE RATES ARE THOSE THAT WILL BE CHARGED UNDER THIS CONTRACT.

SUBMITTED BY
MARLIN ENGINEERING, INC.



RAMON SORIA, P.E.
PRESIDENT

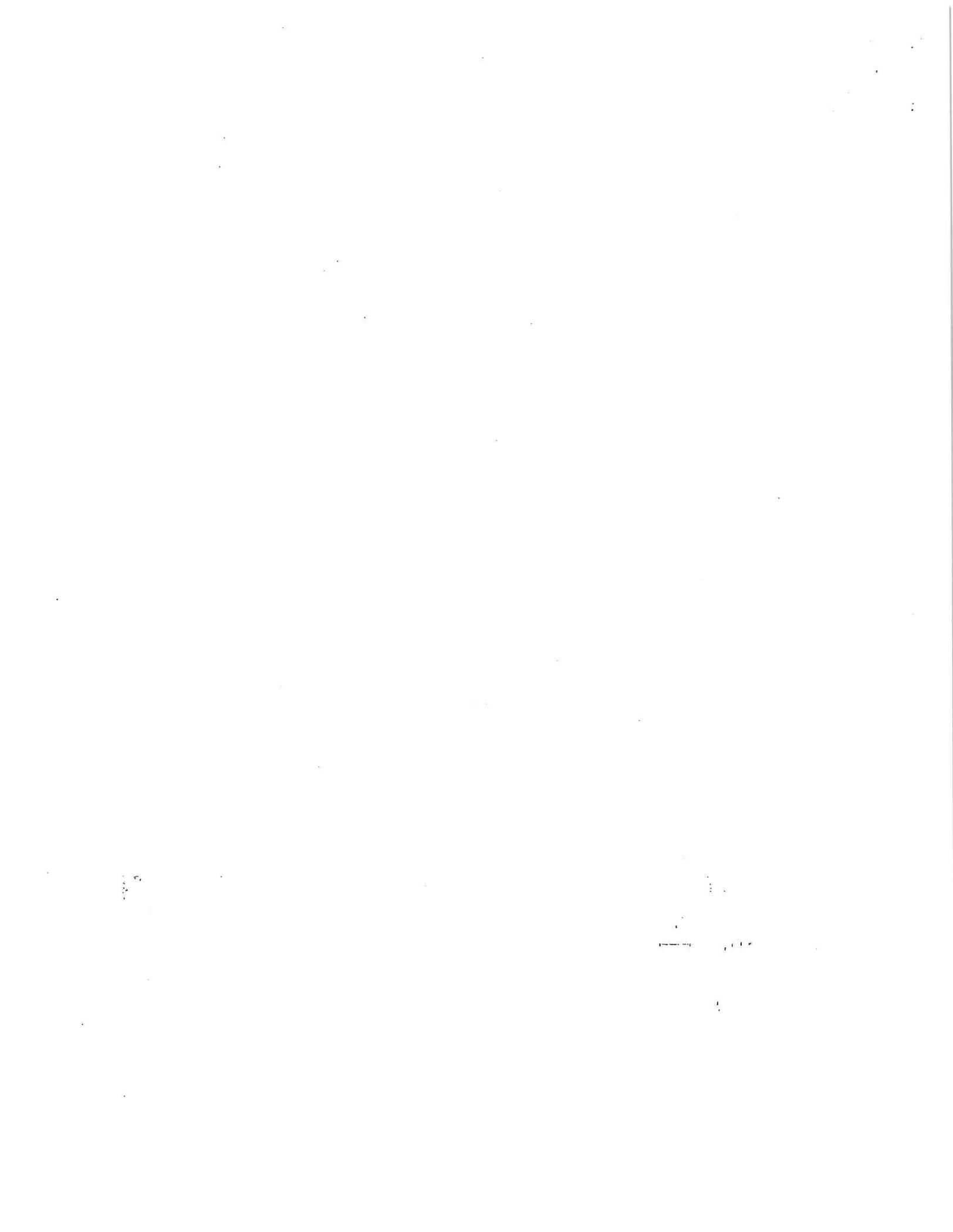


EXHIBIT "3"

Payment Schedule

[TO BE INSERTED]

EXHIBIT "B"

PAGE 1 OF 2

CONSULTANT'S BILLING RATE

[TO BE INSERTED]

EXHIBIT "B"

PAGE 2 OF 2

GENERAL DESCRIPTION OF EMPLOYEE CATEGORIES

Principal - Senior level managers of the firm.

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

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

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

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

Construction Observation– Technical personnel responsible for observing construction projects.

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

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

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

EXHIBIT "C"

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

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PROPOSED
RESOLUTION

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RESOLUTION NO. 2016-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REQUESTING A ROADWAY IMPROVEMENT FEASIBILITY STUDY AND COST ANALYSIS STUDY FOR TRAFFIC CALMING AND VOLUME REDUCTION SOLUTIONS ON SW 168TH ST BETWEEN US-1 AND OLD CUTLER RD WITH FOCUS ON THE INTERSECTION OF SW 168TH ST AND SW 82ND AVE AND NEIGHBORING RESIDENTIAL STREETS IN CLOSE PROXIMITY TO SOUTHWOOD MIDDLE SCHOOL AND PERRINE ELEMENTARY SCHOOL IN THE VILLAGE OF PALMETTO BAY; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO CONTRACT WITH MARLIN ENGINEERING, INC. TO PROVIDE TRAFFIC ENGINEERING AND TRANSPORTATION PLANNING SERVICES FOR A TRAFFIC FEASIBILITY STUDY INCLUSIVE OF BIKE LANES; AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER AND APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$57,867.50; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village has received numerous complaints from residents regarding the speeding and cut-through traffic on residential streets in close proximity to the traffic circle at the intersection of SW 168th Street and SW 87th Avenue; and

WHEREAS, the Village held several traffic calming workshops to gain insight as to how to address the ongoing request for traffic calming; and

WHEREAS, it was recommended that a traffic study of the overall network of traffic along the corridor of SW 168th Street be performed; and

WHEREAS, Village administration desires to contract with Marlin Engineering, Inc for transportation engineering services or the preparation of a roadway improvement feasibility study and cost analysis study for traffic calming and volume reduction solutions in the area; and

WHEREAS, the goal of the feasibility study and cost analysis is to determine if a traffic circle is a feasible solution to address the issue with traffic backup heading eastbound on the corridor of SW 168th Street (between US-1 and Old Cutler Road); and

WHEREAS, Marlin Engineering, Inc. agrees to provide transportation engineering services to the Village in accordance with the attached proposal; and

WHEREAS, the services provided by Marlin Engineering, Inc. will incorporate an evaluation of existing sites, traffic data collection, an analysis and evaluation of data collection, a justification report, and concurrency from Miami-Dade County Traffic Engineering Division (TED); and

1 **WHEREAS**, Village administration is requesting authorization from the Village
2 Council to enter into an agreement with Marlin Engineering, Inc. to provide transportation
3 engineering services to the Village for the preparation of a roadway improvement feasibility
4 study and cost analysis study for traffic calming and volume reduction solutions on the corridor
5 of SW 168th Street (between US-1 and Old Cutler Road) with the focus on the intersection of
6 SW 168th Street and SW 82nd Avenue including the neighboring residential streets in close
7 proximity to Southwood Middle School and Perrine Elementary School Village in the Village of
8 Palmetto Bay.
9

10 **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE**
11 **COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**
12

13 **Section 1.** The Village Council authorizes the Village Manager to enter into an
14 agreement with Marlin Engineering, Inc. to provide transportation engineering services to the
15 Village for the preparation of a roadway improvement feasibility study and cost analysis study
16 for traffic calming and volume reduction solutions on SW 168th Street (between US-1 and Old
17 Cutler Road) with the focus on the intersection of SW 168th Street and SW 82nd Avenue
18 including the neighboring residential streets in close proximity to Southwood Middle School
19 and Perrine Elementary School in the Village of Palmetto Bay for an amount not to exceed
20 \$57,867.50.
21

22 **Section 2.** This Resolution shall become effective upon the date of its adoption.
23

24 **PASSED** and **ADOPTED** this _____ day of May, 2016.
25
26
27

28 Attest: _____

29 Meighan J. Alexander
30 Village Clerk

Eugene Flinn
Mayor

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32
33 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND
34 RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:
35
36
37
38

39 _____
40 Dexter W. Lehtinen
41 Village Attorney
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1 FINAL VOTE AT ADOPTION:
2
3 Council Member Karyn Cunningham _____
4
5 Council Member Tim Schaffer _____
6
7 Council Member Larissa Siegel Lara _____
8
9 Vice-Mayor John DuBois _____
10
11 Mayor Eugene Flinn _____
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