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RESOLUTION NO. 09-42

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO TRAFFIC CALMING IN THE AREA OF SW 77TH AVE TO SW 136TH ST ON SW 140TH ST, SW 140TH DR AND NORTH SW 74TH CT, AND THE AREA OF SW 145TH ST TO SW 136TH ST ON SW 78TH AV AND SW 78TH CT WITHIN THE VILLAGE OF PALMETTO BAY; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AGREEMENT WITH MARLIN ENGINEERING INC. TO PROVIDE DESIGN, CONSTRUCTION SUPPORT AND BID SUPPORT FOR TRAFFIC CALMING AND TO APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$69,485. ON A PROJECT THAT WILL SUBSTANTIALLY IMPROVE THE TRAFFIC INTRUSION INTO NEIGHBORHOOD STREETS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Department of Public Works had received multiple complaints in reference to speeding in the areas of SW 77TH Ave to SW 136TH St on SW 140TH St, SW 140TH Dr and North SW 74TH Ct, and the area of SW 145TH St to SW 136TH St on SW 78TH Ave and SW 78TH Ct within the Village; and,

WHEREAS, the Village of Palmetto Bay contracted with Marlin Engineering, Inc. on November 3, 2008 per Resolution No. 08-94 to conduct a traffic calming study in the above mentioned areas; and

WHEREAS, the data collected by Marlin Engineering, Inc. as a part of the traffic calming study identified a need for permanent traffic calming devices on SW 140th Street, SW 78th Court, SW 78th Avenue, SW 75th Avenue and SW 74TH Court and the realignment of the intersection at SW 139th Terrace and SW 140th Drive; and

WHEREAS, The Village desires to provide traffic calming in its attempt to reduce cut through traffic by keeping traffic on the State and County roadway system while protecting Village neighborhood streets from traffic intrusion; and,

WHEREAS, The Village administration desires to contract with Marlin Engineering, Inc. to provide design, construction, and bid support for the implementation of traffic calming in accordance with the Village's Transportation Master Plan and with the established guidelines and procedures utilized by Miami-Dade County Public Works Department, and Florida Department of Transportation (FDOT); and,

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

1 **Section 1. Recitals.** The above recitals are true and correct and are incorporated
2 herein by this reference.
3

4 **Section 3. Authorization.** Enter into an agreement with Marlin Engineering, Inc. to
5 provide traffic engineering for the construction of traffic calming devices in accordance with the
6 Village's Transportation Master Plan; in an amount not to exceed \$69,485.
7

8 **Section 6. Effective Date.** This Resolution shall take effect immediately upon
9 adoption.
10

11
12 **PASSED and ADOPTED** this 4th day of May, 2009.
13

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17 ATTEST: 
18 Meighan Rader
19 Village Clerk
20

21
22 
23 Eugene P. Flinn Jr.
24 Mayor
25

26 **READ AND APPROVED AS TO FORM:**
27

28
29
30
31 
32 Eve Boutsis
33 Village Attorney
34

35 **FINAL VOTE AT ADOPTION:**
36

37 Council Member Ed Feller	<u>ABSENT</u>
38 Council Member Howard J. Tendrich	<u>YES</u>
39 Council Member Shelley Stanczyk	<u>YES</u>
40 Vice-Mayor Brian W. Parisier	<u>YES</u>
41 Mayor Eugene P. Flinn Jr.	<u>YES</u>



WORK ORDER NO. 5

SCOPE OF SERVICES

SW 77th Ave. to SW 136th Street on SW 140th St., SW 140th Dr. and north SW 74th Court

SW 145th Street to SW 136th Street on SW 78th Ave. and SW 78th Ct.

TRAFFIC CALMING DESIGN AND CONTRACT PLANS

The Consultant shall provide design engineering, roadway and design services for the preparation of a Traffic Calming Plan for the following locations within the Village of Palmetto Bay as recommended by the Traffic Calming Study performed by Marlin Engineering.

The Scope of Services for the preparation of the Traffic Calming Construction Plans includes the following tasks:

1.0 Management and Administration

The Consultant shall provide contract project management and administration throughout the life of the contract.

These sub-tasks will include: Cash Flow Management, Preparation of Monthly Invoices, Preparation of Monthly Progress Report and other incidental administrative contractual duties.

2.0 Speed Tables Design and Development of Contract Plans

The Consultant shall develop Design and Develop Contract Plans for the identified locations.

Elements of the design and production phase are: Design and Analysis, Development of Contract Plans as per regulatory and governing design standards, Preparation of Standard Specification, Preparation of Bid Documents, and Engineering Costs Estimates.

3.0 Realigned Intersection Design and Development of Contract Plans

The Consultant shall develop a Design and Develop Contract Plans for the identified area.

Transportation Planning Traffic Engineering Project Development Highway Design
Municipal Aviation Transit Construction Management Bridge Inspection

2191 NW 97 Avenue Miami, Florida 33172-2313 Tel. (305) 477-7575 Fax (305) 477-7590

www.marlin-engineering.com



Elements of the design and production phase are: Design and Analysis, Development of Contract Plans as per regulatory and governing design standards, Preparation of Standard Specification, Preparation of Bid Documents, and Engineering Costs Estimates.

4.0 Final Products

The Consultant shall prepare the construction documents including: Contract Plans, Standard Specs, and Construction Cost Estimates. These documents shall be submitted in a paper format as well as a digital format. ***(Note: It is the Village's responsibility to obtain the approval of Miami-Dade County Public Works Department Traffic Engineering Division on the proposed traffic calming plan).***

5.0 Bid and Construction Support

The Consultant will assist the Village during the bidding process for the proposed traffic calming devices. Furthermore, the Consultant will provide post-design services during the construction of the traffic calming devices. The Consultant shall answer to the contractor(s) questions and make sure that work was constructed according to the approved signed and sealed construction plans.

6.0 Phase I Project Schedule

Six (4) months after receiving the notice to proceed.

Submitted By:

Marlin Engineering Inc.

Hesham R. Elbadrawi, Ph.D., P.E.

Vice President

Signed By:

Approved By:

Village of Palmetto Bay

Ron Williams

City Manager

Signed By:

Transportation Planning Traffic Engineering Project Development Highway Design
Municipal Aviation Transit Construction Management Bridge Inspection

2191 NW 97 Avenue Miami, Florida 33172-2313 Tel. (305) 477-7575 Fax (305) 477-7590

www.marlin-engineering.com



Proposal:

Project Name: Traffic Calming Design Plans Development
 Client: Village of Palmetto Bay
 Contract Number

Project Fee Estimate

MEI Contract No: 2006031.005
 Proposal Number: 2
 Proposal Date: 3/13/2009

SPEED TABLES DESIGN PLANS DEVELOPMENT

ACTIVITY	PROJECT MANAGER		LEAD CIVIL ENGINEER		DRAINAGE ENGINEER		ELECTRICAL ENGINEER		STRUCTURAL ENGINEER		ENGINEER		CADD/GRAPHICS		CLERICAL/EDITORS		Total Activity Fee	M/I By Activity	Avg Hourly Rate
	M/hrs	Rate	M/hrs	Rate	M/hrs	Rate	M/hrs	Rate	M/hrs	Rate	M/hrs	Rate	M/hrs	Rate	M/hrs	Rate			
Tasks 1 to 5 Average Hourly Rate		\$162.28		\$135.88															
TASK 3A - PRELIMINARY ENGINEERING & PLAN DEVELOPMENT	4	\$649	0	\$0	0	\$0	0	\$0	0	\$0	32	\$3,498	52	\$3,901	0	\$0	\$8,048	88	\$91.47
TOTALS	4	\$649	0	\$0	0	\$0	0	\$0	0	\$0	32	\$3,498	52	\$3,901	0	\$0	\$8,048	88	\$91.45

TOTAL FEE COMPUTATIONS

Basic Activities Estimated Fee (Direct Labor Costs) \$ 8,048
 Cost Elements and Additives
 (a) Multiplier @ 1.00 \$ 8,048
 (b) Topographic Survey Sub Total @ Speed Table \$ 1,200
SUBTOTAL (5 Speed Tables) \$ 9,248



Proposal:

Project Name: **Traffic Calming Design Plans Development**
 Client: **Village of Palmetto Bay**
 Contract Number:

MEI Contract No: **2006031.005**
 Proposal Number: **2**
 Proposal Date: **3/13/2009**

Project Fee Estimate

MANAGEMENT & ADMINISTRATION

ACTIVITY	PROJECT MANAGER		LEAD CIVIL ENGINEER		DRAINAGE ENGINEER		ELECTRICAL ENGINEER		STRUCTURAL ENGINEER		ENGINEER		CADD/GRAPHICS		CLERICAL/EDITORS		Total Activity Fee	M/H By Activity	Avg Hourly Rate
	QTY	UNIT PRICE	QTY	UNIT PRICE	QTY	UNIT PRICE	QTY	UNIT PRICE	QTY	UNIT PRICE	QTY	UNIT PRICE	QTY	UNIT PRICE	QTY	UNIT PRICE			
Tasks 1 to 5 Average Hourly Rate		\$162.29		\$135.88								\$109.32		\$75.07		\$46.74			
1. PROJECT MANAGEMENT & ADMINISTRATION	1	\$874	0	\$0	0	\$0	0	\$0	0	\$0	4	\$437	0	\$0	4	\$186	14	\$111.64	
2. ANALYSIS OF EXISTING CONDITIONS	2	\$326	0	\$0	0	\$0	0	\$0	0	\$0	4	\$437	0	\$0	0	\$0	6	\$129.00	
3. PRELIMINARY DESIGN	8	\$1,299	0	\$0	0	\$0	0	\$0	0	\$0	26	\$2,842	56	\$4,209	0	\$0	160	\$168.13	
4. PRELIMINARY CONTRACT DOCUMENTS	4	\$449	0	\$0	0	\$0	0	\$0	0	\$0	4	\$437	4	\$300	3	\$138	16	\$103.69	
TOTALS	20	\$874	0	\$0	0	\$0	0	\$0	0	\$0	34	\$4,154	60	\$4,699	7	\$327	123	\$12,223	\$97.76

TOTAL FEE COMPUTATIONS

Basic Activities: Estimated Direct Labor Costs \$ 12,223
 Contingency and Adjustments \$ 0
 Multiplier: 1.00

SUBTOTAL \$ 12,223



Proposal:

Project Name: Traffic Calming Design Plans Development
 Client: Village of Palmetto Bay
 Contract Number:

MEI Contract No: 2006031.005
 Proposal Number: 2
 Proposal Date: 3/13/2009

Project Fee Estimate

REALIGNED INTERSECTION DESIGN PLAN DEVELOPMENT

ACTIVITY	PROJECT MANAGER		LEAD CIVIL ENGINEER		DRAINAGE ENGINEER		ELECTRICAL ENGINEER		STRUCTURAL ENGINEER		ENGINEER		CADD/GRAPHICS		CLERK/AUDITORS		Total Activity Fee	M/Hs By Activity	Avg. Hourly Rate
	M/HR	FEES	M/HR	FEES	M/HR	FEES	M/HR	FEES	M/HR	FEES	M/HR	FEES	M/HR	FEES	M/HR	FEES			
Tasks 1 to 5 Average Hourly Rate		\$162.28		\$135.88								\$109.32		\$75.01		\$46.14			
TASK 3B - PRELIMINARY ENGINEERING & PLAN DEVELOPMENT	4	\$649	0	\$0	0	\$0	0	\$0	0	\$0	40	\$4,375	60	\$4,501	0	\$0	\$9,523	104	\$91.56
TOTALS	4	\$649	0	\$0	0	\$0	0	\$0	0	\$0	40	\$4,375	60	\$4,501	0	\$0	\$9,523	104	\$91.56

TOTAL FEE COMPUTATIONS

Basic Activities Estimated Fee (Direct Labor Costs): \$ 9,523
 Cost Elements and Additives:
 (a) Multiplier @ 1.00 \$ 4,523
 (b) Topographic Survey \$ 1,500
SUBTOTAL \$ 11,023

TOTAL COST OF PROPOSAL \$ 69,485

PROJECT AGREEMENT
Between

THE VILLAGE OF PALMETTO BAY, FLORIDA

And

MARLIN ENGINEERING, INC.]

For

Work Authorization No. 5

[TRAFFIC CALMING DESIGN AND CONTRACT PLANS]

Pursuant to the provisions contained in the "continuing services agreement" between the VILLAGE OF PALMETTO BAY, FLORIDA, 8950 SW 152nd Street, Palmetto Bay, Florida 33157 (the "village") and [MARLIN ENGINEERING], (the "consultant") dated April 28, 2009 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:

Contract Plans, Standard Specs, and Construction Cost Estimates

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 4 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 "3". 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 an 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" \$69,485.00. ~~[OR, IF HOURLY, "VILLAGE AGREES TO PAY CONSULTANT COMPENSATION AT CONSULTANT'S HOURLY RATES, UP TO A MAXIMUM AMOUNT NOT TO EXCEED \$ 69,485.00.]~~

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

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices

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

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

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

future otherwise due to the consultant until the inaccuracy, or other breach of project agreement, and the cause thereof, is corrected to the village's reasonable satisfaction.

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

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

SECTION 6. TERMINATION/SUSPENSION

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

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

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

Further, upon the village's request, the consultant shall assign its rights, title and interest under any subcontractor's agreements to the village.

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

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

7.1 This project agreement incorporates the terms and conditions set forth in the continuing services agreement dated 06 08 06 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:

[Marlin Engineering, Inc.]

By: _____
[Ramon Soria]
[President]

Date: _____

WITNESSES:

Print Name: _____

Print Name: _____