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RESOLUTION NO. 2010-49

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH THE CORRADINO GROUP, INC. FOR THE DEVELOPMENT OF A SAFE ROUTES TO SCHOOL STUDY AND TO APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$50,000.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, diversified modes of travel offer options for mobility and raise awareness of walking and/or biking within the Village of Palmetto Bay for all residents including children; and,

WHEREAS, the Safe Routes to School (SRTS) Program is a national program that was developed to encourage children to walk and bicycle to school; and,

WHEREAS, safe routes coupled with the Villages municipal circulator routes would further extend intermodal connectivity in the community; and,

WHEREAS, The Corradino Group provided essential services for the Village to receive grant funding in an amount of \$40,000 for the development of a Safe Routes to School Study; and,

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

WHEREAS, the program is geared at encouraging elementary and middle school students to walk to school; and,

WHEREAS, the Village will pay up to \$10,000 for the study and use the information to apply for federal grant money to support construction efforts; and,

WHEREAS, in response to the Village's needs, the Department of Public Works is proceeding to develop a Safe Routes to School Study and implement the provisions of the Metropolitan Planning Organization Interlocal Agreement; and,

WHEREAS, as per Resolution No. 2010-36 approved on April 12, 2010, The Corradino Group is qualified to provide ongoing transportation engineering services for the Village of Palmetto Bay; and,

WHEREAS, further assessing and recommending infrastructure improvements in and around existing public and private school sites within the boundary of Palmetto Bay; and,

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

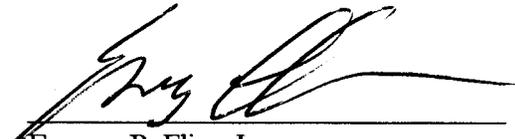
1 **Section 1:** The Village Manager is authorized to enter into an agreement with The Corradino
2 Group, Inc. regarding the development of a Safe Routes to School Study; in an amount not to
3 exceed \$50,000.
4

5 **Section 2:** This resolution shall take effect immediately upon approval.
6

7 **PASSED** and **ADOPTED** this 7th day of June, 2010.
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11
12 ATTEST:


13 Meighan Rader
14 Village Clerk
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16
17


18 Eugene P. Flinn Jr.
19 Mayor
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21
22 **READ AND APPROVED AS TO FORM:**
23


24 Eve Boutsis
25 Village Attorney
26

27 **FINAL VOTE AT ADOPTION:**
28
29

30 Council Member Ed Feller	<u>YES</u>
31 Council Member Howard Tendrich	<u>YES</u>
32 Council Member Shelley Stanczyk	<u>YES</u>
33 Vice-Mayor Brain W. Pariser	<u>YES</u>
34 Mayor Eugene P. Flinn, Jr.	<u>YES</u>
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40	



**METROPOLITAN PLANNING ORGANIZATION
(MPO) SECRETARIAT**
111 N.W. 1 STREET, SUITE 910
MIAMI, FLORIDA 33128-1904
(305) 375-4507
FAX: (305) 375-4950

February 1, 2010

Ms. Corrice Patterson
Director of Public Works
Village of Palmetto Bay
8960 Southwest 152 Street
Palmetto Bay, Florida 33157

SUBJECT: Notice to Proceed for Palmetto Bay Safe Routes to School Study

Dear Ms. Patterson:

Please find enclosed one executed copy of the Interlocal Agreement awarding the Village of Palmetto Bay up to \$40,000 to conduct the Palmetto Bay Safe Routes to School Study. This letter shall serve as your notice to proceed with the project. Call me at (305) 375-1647 or davidh@miamidade.gov if you have any questions.

Sincerely,

David Henderson
Bicycle/Pedestrian Coordinator
Miami-Dade MPO

Enclosure

INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of February, 2010, by and between the Miami-Dade Metropolitan Planning Organization (MPO), hereinafter called the MPO and the *Village of Palmetto Bay*, hereinafter called **PALMETTO BAY**.

That the MPO and **PALMETTO BAY** have determined to jointly fund the *Palmetto Bay Safe Routes to School Study* and that **PALMETTO BAY** has determined to provide the services for such study and its share of the costs thereof as provided below.

WITNESSETH:

ARTICLE 1.00: The MPO does hereby retain **PALMETTO BAY** to provide the services for the *Palmetto Bay Safe Routes to School Study*, which services are described in Exhibit "A": "Scope of Services", and Exhibit "B": "Tentative Project Schedule". The parties further agree that the project costs are provided in Exhibit "C": "Project Cost." The referenced exhibits are attached hereto and made a part hereof as though fully recited herein. Article 16.00 governs each party's obligations for its portion of the Project Cost.

ARTICLE 2.00: The MPO and **PALMETTO BAY** mutually agree to furnish, each to the other, the respective services, information and items as described in Exhibit "A" Scope of Services, Exhibit "B" Tentative Project Schedule, and Exhibit "C" Project Cost. The MPO agrees to furnish **PALMETTO BAY** and its duly designated representatives information including, but not limited to, existing data and projects related to the study area which may be available in other governmental offices. **PALMETTO BAY** agrees to perform or cause to be performed, in a timely and professional manner, the work elements set forth in the above-enumerated Exhibits, in accordance with the Schedule set forth in Exhibit "B".

Before initiating the work described in Exhibits "A", "B", and "C", the MPO Director or his designee shall execute and issue **PALMETTO BAY** a Notice-to-Proceed with the work described

in said Exhibits, such work to constitute performance of the *Palmetto Bay Safe Routes to School Study* as set forth in said Exhibits.

ARTICLE 3.00: The services to be rendered by *PALMETTO BAY* shall be commenced subsequent to the execution and issuance of the Notice-to-Proceed and shall be completed within *nine (9) months* from the date of execution and issuance of the Notice-to-Proceed.

ARTICLE 4.00: *PALMETTO BAY* agrees to provide Project Schedule progress reports on a monthly basis and in a format acceptable to the MPO Director. The MPO Director shall be entitled at all times to be advised, at his request, as to the status of work being done by *PALMETTO BAY* and of the details thereof. Coordination shall be maintained by *PALMETTO BAY* with representatives of the MPO. Either parties to the agreement may request and be granted a conference.

ARTICLE 5.00: In the event there are delays on the part of the MPO as to the approval of any of the materials submitted by *PALMETTO BAY* or if there are delays occasioned by circumstances beyond the control of *PALMETTO BAY* which delay the Project Schedule completion date, the MPO Director or his designee may grant *PALMETTO BAY*, by a letter an extension of the contract time, equal to the aforementioned delays, provided there are no changes in compensation or scope of work.

It shall be the responsibility of *PALMETTO BAY* to ensure at all times that sufficient contract time remains within which to complete services on the project and each major Task Group as designated with roman numerals on the Exhibits. In the event there have been delays which would affect the project completion date or the completion date of any major Task Group, *PALMETTO BAY* shall submit a written request to the MPO Director or his designee *twenty (20) days* prior to the schedule completion date which identifies the reason(s) for the delay and the amount of time related to each reason. The MPO Director or his designee will review the request and make a determination as to granting all or part of the requested extension. Scheduled completion dates shall be determined by the elapsed times shown in Exhibit "B" and the issue

date of the Notice-to-Proceed.

In the event contract time expires and **PALMETTO BAY** has not requested, or if the MPO Director or his designee has denied an extension of the completion date, partial progress payments will be stopped on the date time expires. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by the MPO Director or his designee.

ARTICLE 6.00: **PALMETTO BAY** shall maintain an adequate and competent professional staff and may associate with it, for the purpose of its services hereunder, without additional cost to the MPO, other than those costs negotiated within the limits and terms of this Agreement and upon approval by the MPO Director, such specialists as **PALMETTO BAY** may consider necessary.

ARTICLE 7.00: The MPO shall not be liable for use by the **PALMETTO BAY** of plans, documents, studies or other data for any purpose other than intended by the terms of this Agreement.

ARTICLE 8.00: All tracings, plans, specifications, maps, and/or reports prepared or obtained under this Agreement shall be considered research and shall become the property of the MPO without restriction or limitation on their use; and shall be made available, upon request, to the MPO at any time. Copies of these documents and records shall be furnished to the MPO upon request, verbal or written, allowing reasonable time for the production of such copies.

SUB-ARTICLE 8.10: Records of costs incurred by **PALMETTO BAY** and all subconsultants performing work on the project, and all other records of **PALMETTO BAY** and subconsultants considered necessary by the MPO for proper audit of project costs, shall be furnished to the MPO upon request.

Whenever travel costs are included in the performance of services set forth in Exhibits "A", "B" and "C", the provisions of Metropolitan Miami-Dade County Administrative Order 6-1, shall govern *or Florida Statutes, whichever is more restrictive.*

PALMETTO BAY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by **PALMETTO BAY** in conjunction with this Agreement. Failure by **PALMETTO BAY** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the MPO Director.

ARTICLE 9.00: **PALMETTO BAY** shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance or work under this contract.

ARTICLE 10.00: The MPO agrees to pay **PALMETTO BAY** compensation as per Article 16.00 of this Agreement and Exhibits "A", "B", and "C", attached hereto and made a part hereof.

ARTICLE 11.00: The MPO Director may terminate this Agreement in whole or in part at any time the interest of the MPO requires such termination.

SUB-ARTICLE 11.10: If the MPO Director determines that the performance of **PALMETTO BAY** is not satisfactory, the MPO Director shall have the option of (a) immediately terminating the Agreement or (b) notifying **PALMETTO BAY** of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.

SUB-ARTICLE 11.20: If the MPO Director requires termination of the Agreement for reasons other than unsatisfactory performance of **PALMETTO BAY**, the MPO Director shall notify **PALMETTO BAY** of such termination, with instructions as to the effective

date of termination or specify the stage of work at which the Agreement is to be terminated.

SUB-ARTICLE 11.30: If the Agreement is terminated before performance is completed, ***PALMETTO BAY*** shall be paid for the work satisfactorily performed. Payment is not to exceed the prorated amount of the total share of the project costs to be paid by MPO as provided in Article 16.00 agreement amount based on work satisfactorily completed. Such determination shall be based and calculated upon a percentage allocation of total project cost, by major Task Group.

ARTICLE 12.00: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

ARTICLE 13.00: ***PALMETTO BAY*** warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for ***PALMETTO BAY***, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

SUB-ARTICLE 13.10: For the breach or violation of Article 13.00, the MPO Director shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 14.00: ***PALMETTO BAY*** agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of this Agreement, without first

notifying the MPO Director or his designee and securing its consent. **PALMETTO BAY** also agrees that it shall not copyright or patent any of the data and/or information furnished in compliance with this Agreement, it being understood that, under Article 8.00 hereof, such data or information is the property of the MPO. This Section shall not be construed to limit or restrict public access to documents, papers, letters or other material pursuant to Article 8.10 of this Agreement.

ARTICLE 15.00: The MPO shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money shall be paid on such contract.

ARTICLE 16.00: Payment of project costs - It is mutually agreed and understood that the Project Costs shall be as provided in Exhibit C. MPO shall pay **PALMETTO BAY** 80% of such Project Costs. **PALMETTO BAY** shall be responsible for the remaining 20% of such Costs.

PALMETTO BAY shall invoice MPO monthly for MPO's share of Project Costs in a format acceptable to the MPO Director or his designee and shall be paid therefore on a percentage of completion basis for each Task described in the Notice-to-Proceed executed in accordance with Article 2.00. **PALMETTO BAY** shall invoice 100% of the MPO's share of the Project Cost upon completion of all Task Orders, as indicated under Exhibit "A". The total compensation to be paid by the MPO to **PALMETTO BAY** hereunder shall not exceed **\$40,000**.

SUB-ARTICLE 16.10: It is agreed that said compensation provided in Article 16.00 hereof shall be adjusted to exclude any significant sums where the MPO Director shall determine that reported costs by **PALMETTO BAY** reflect inaccurate, incomplete or non-current costs. All such adjustments shall be made within 60 days following the end of the Agreement. For purpose of this Agreement, the end of the Agreement shall be deemed to be the date of final billing or acceptance of the work by the MPO Director or his designee, whichever is later.

ARTICLE 17.00: Standards of Conduct - Conflict of Interest - **PALMETTO BAY** covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Agreement, which standards will be referred and made a part of this Agreement as though set forth in full. **PALMETTO BAY** agrees to incorporate the provisions of this article in any subcontract into which it might enter with reference to the work performed.

ARTICLE 18.00: The MPO Director reserves the right to cancel and terminate this Agreement in the event **PALMETTO BAY** or any employee, servant, or agent of **PALMETTO BAY** is indicted or has direct information issued against him for any crime arising out of or in conjunction with any work being performed by **PALMETTO BAY** for or on behalf of the MPO, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to the MPO Director in conformity with the provisions of Article 8.00 hereof. **PALMETTO BAY** shall be compensated for its services rendered up to the time of any such termination in accordance with Article 11.00 hereof.

ARTICLE 19.00: To the extent permitted by law, and subject to the limitations included within Florida Statutes Section 768.28, **PALMETTO BAY** shall indemnify and save harmless the MPO from any and all claims, liability, losses and causes of action arising out of **PALMETTO BAY'S** negligence or other wrongful acts in the performance of this agreement. However, nothing herein shall be deemed to indemnify the MPO for any liability or claims arising out of the negligence, performance, or lack of performance of the MPO.

To the extent permitted by law, and subject to the limitations included within Florida Statutes Section 768.28, the MPO shall indemnify and save harmless **PALMETTO BAY** from any and all claims, liability, losses and causes of action arising out of the MPO's negligence or other wrongful acts in the performance of this agreement. However, nothing herein shall be deemed to indemnify **PALMETTO BAY** for any liability or claims arising out to the negligence, performance, or lack of performance of **PALMETTO BAY**.

ARTICLE 20.00: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

ARTICLE 21.00:

Attachments:

Exhibit "A", Scope of Services

Exhibit "B", Project Schedule

Exhibit "C", Project Budget

No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties hereto, and approved by the Governing Board of the Metropolitan Planning Organization.

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida and venue shall be in Miami-Dade County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed these presents this 1st day of February, 2010.

ATTEST: MIAMI-DADE COUNTY FLORIDA

By The [Signature] Governing Board of
Metropolitan Planning Organization (MPO)

By: [Signature]
Director, MPO Secretariat

Print Name JOE LUIS MESA

Approved as to form
and Legal Sufficiency

[Signature]
Assistant County Attorney

1/25/10
Date

ATTEST: VILLAGE OF PALMETTO BAY

By: [Signature] Print Name RON E. WILLIAMS

PALMETTO BAY Authorized Representative

Exhibit "A"

**Village of Palmetto Bay
MPO Municipal Grant Program
Scope of Services
for
Village of Palmetto Bay Safe Routes to School Study**

TASKS

Task 1: Background

Review the FDOT Safe Routes to School Procedures Manual, map template, funding application and guidelines.

Task 2: Form Study Advisory Committee and Coordination

Palmetto Bay will form an advisory committee consisting of each school, the MPO, and where applicable, MDCPS, MDCPW, and FDOT. For each school the Village will set up an on-site meeting to review the inventory, mapping, actual safe route development, as well as the application. This will be done at project initiation and prior to the submission of the application. Additionally, the Village will prepare and deliver a brief PowerPoint presentation that summarizes the project and results to the Bicycle/Pedestrian Advisory Committee (BPAC), and Transportation Planning Council (TPC).

Task 3: Identification of Priority School & Project Mailing List

The Village will examine the schools within its boundaries which include:

Public Schools:

Coral Reef Elementary
Howard Drive Elementary
Perrine Elementary
Southwood Middle School

Private Schools:

Alexander Montessori School
Palmetto Bay Christian Academy
Waldorf International School

The Village will develop a mailing list for each studied school that will include the principal, PTA president, district County Commissioner, district School Board member, and local municipal representative (if necessary). Each will be notified of the project in writing, and met with individually to discuss the projects within their area. Each will be kept updated on the

projects progress.

Task 4: Data Collection

Integral to understanding travel patterns and actual local attitudes toward walking and bike riding to school, the Village will prepare and distribute a survey on student travel and parental attitudes and tabulate the results. This survey will be designed to understand parent's thoughts toward this mode of travel. If the schools Safe Routes map and improvements are selected, the travel patterns shall be resurveyed several months after projects are implemented to measure changes in the travel patterns. The survey shall be the one specified in the MPO Procedures Manual.

Task 5: Site Assessment

All data collected in the previous task will be verified through extensive field investigation and modified as necessary. The Village will assess the areas deficiencies as they relate to pedestrian facilities, traffic calming, traffic control devices, and bicycle facilities.

Task 6: Identification of Safe Routes

Safe routes to the school from the surrounding residential neighborhoods and back will be developed based on the collected data and site assessments and focused on the physical improvements as noted above. This identification will take care to address the 5 E's :Engineering, Education, Encouragement, Enforcement, and Evaluation.

All proposed projects will be designed to meet the identified need that is preventing children from walking or bicycling safely to and from school, as seen from the survey or collected data. Each will be within a two-mile radius of the participating school, placing an emphasis on projects closer to the school. Each project will be located on public property. As each is designed, the construction materials specified will be on FDOT or County Approved Product Lists. Any traffic control devices will have warrant analysis performed and attached to the application. These devices will be consistent with the current Manual of Uniform Traffic Control Devices, unless the applicant receives experimental approval from Federal Highway Administration.

Task 7: Recommendation of Necessary Improvements

The recommended improvements will be listed and priced in terms of their design and construction.

Safe Routes to School, Individual Project Cost Template

Number	Project	Extents	Cost
1	New Sidewalk	152 St, 82 Ct to 82 Ave	\$45,000
2	Miniature Traffic Circle	82 nd Ave, South of 136 St	\$200,000
3	Pedestrian Countdown Signal	77 Ave / 152 St	\$85,000
TOTAL			\$330,000

Task 8: Safe Route Map

A GIS Safe Route Map will be prepared including the following elements:

- School location
- Attendance boundary
- Arrows depicting the safe routes
- Street names
- Traffic signals
- Railroads
- Bodies of water
- Parks
- Fire/police stations
- Other government and community buildings
- Actual Safe Route and noted recommendations

Task 9: Safe Routes to School Funding Application

Once the map is completed, the Village will prepare a "Safe Routes to School Infrastructure Improvement" funding application for each studied school. The application will describe what action is to be taken and how those improvements will address each of the 5 E's. The application will be filled out in a concise manner within the prescribed limitation of 20 pages, and shall be geared to adequately address the following selection criteria:

- Potential of the proposed project to increase the number of children walking and bicycling to school
- High numbers of students walking or bicycling to school in hazardous conditions
- Schools that demonstrate a high level of interest in supporting walking and bicycling to school
- Schools that are willing to participate fully in the project
- Schools that need financial assistance to complete feasible bikeway or pathway connections to neighborhoods or parks
- Potential of the proposed project to reduce child injuries and fatalities
- Identification of safety hazards
- Demonstrated need for the project
- Demonstrated school and community support for the project
- Constructability, including right of way constraints
- Possible alternative locations for projects facing constructability problems
- Consideration is also given to the means of addressing Education, Encouragement, Enforcement, and Evaluation, as well as other factors relating to the proposed project, which are deemed necessary to promote the pedestrian and bicycle safety of children in and around school areas.

Task 10: Prepare Draft and Final Reports and Executive Summary

The Village will summarize the project in a brief report that includes the data collected, field reviews, surveys, recommended safe routes, detailed individual improvements, cost estimates, Safe Routes map, and applications.

Task 11: Meetings and presentations

In addition to meetings necessary to execute the project the Village will make a PowerPoint presentation that summarizes the project and results to the Bicycle/Pedestrian Advisory Committee (BPAC) and Transportation Planning Council (TPC), as necessary.

Exhibit "B"

**Village of Palmetto Bay Safe Routes to School Study
Project Schedule**

	Month Task	1	2	3	4	5
1	Background	100%				
2	Advisory Committee	34%		33%		33%
3	Id Schools & Mailing List	50%	50%			
4	Data Collection		30%	50%	20%	
5	Site Assessment		33%	33%	34%	
6	ID Safe Routes			50%	50%	
7	Recommend Improvements			50%	50%	
8	Map			50%	50%	
9	Application				50%	50%
10	Reports				50%	50%
11	Presentations					100%

Exhibit "C"

**Village of Palmetto Bay Safe Routes to School Study
Project Schedule Cost Breakdown**

This project can be completed for a Lump Sum of \$50,000 in a time period of six months.

The cost breakdown is as follows:

		<i>Budget</i>
Task 1	Background	\$ 500
Task 2	Form Study Advisory Committee & Coordination	\$ 500
Task 3	Identification of Priority Schools & Mailing List	\$ 500
Task 4	Data Collection	\$ 5,000
Task 5	Site Assessment	\$ 5,000
Task 6	Identification of Safe Routes	\$16,000
Task 7	Recommendation of Necessary Improvements	\$ 6,000
Task 8	Safe Routes Maps	\$ 5,000
Task 9	Safe Routes to School Funding Application	\$ 7,500
Task 10	Prepare Draft & Final Reports & Exec. Summary	\$ 3,000
Task 11	Meeting and Presentation	\$ 1,000
	<i>Total</i>	\$50,000

EXHIBIT "A"

PROJECT AGREEMENT

Between

VILLAGE OF PALMETTO BAY, FLORIDA

And

THE CORRADINO GROUP, INC.

for

Work Authorization No. 2010 - 001

SAFE ROUTES TO SCHOOL STUDY

PROJECT AGREEMENT
Between

THE VILLAGE OF PALMETTO BAY, FLORIDA

And

THE CORRADINO GROUP, INC.

For

Work Authorization No. 2010 - 001

Safe Routes to School Study

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 THE CORRADINO GROUP, INC., 9055 NW 97TH AVENUE, MIAMI, FL 33178 ("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:

See attached proposal. _____

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" \$50,000.00 [OR, IF HOURLY, "VILLAGE AGREES TO PAY CONSULTANT COMPENSATION AT CONSULTANT'S HOURLY RATES, UP TO A MAXIMUM AMOUNT NOT TO EXCEED \$50,000.00.]

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

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices

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

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

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

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

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

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

SECTION 6. TERMINATION/SUSPENSION

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

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

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

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

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

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

7.1 This project agreement incorporates the terms and conditions set forth in the continuing services agreement dated _____ 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

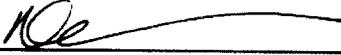
ATTEST:

The Corradino Group, Inc.

By: _____
Joseph M. Corradino, AICP
President

Date: 5/20/10

WITNESSES:

Signature: 

Print Name: Nicole A. Corradino-Suarez

Signature: 

Print Name: Aseba C. Rodriguez

Exhibit “1”

Project Description

Prepare a Safe Route to School plan for selected elementary schools within the boundaries of the Village of Palmetto Bay. The study should identify safe routes of travel within the school attendance boundary; identify infrastructure improvements that meet Florida Department of Transportation (FDOT) criteria for safe route to school funding. Develop a project prioritization list of each individual improvement recommended as a result of the safe route to school study. In conclusion, provide a five plan inclusive of cost estimates for plan, design and construction of each individual project recommended in the safe routes to school study.

Exhibit “2”

Scope of Services and Project Schedule

[TO BE INSERTED]

EXHIBIT “3”

Payment Schedule

[TO BE INSERTED]

May 3, 2010

Corrice E. Patterson
 Public Works Director
 Village of Palmetto Bay
 8950 SW 152nd Street
 Palmetto Bay, Florida 33157
 (305) 259-1234

RE: Safe Routes to School

Ms. Patterson:

This proposal is for Corradino to Conduct the Safe Routes to School study for the Village of Palmetto Bay.



Safe Routes to School

SCOPE OF SERVICES

I. OBJECTIVE

The purpose of this study is to prepare:

1. "Safe Routes to School" plans for selected elementary schools that identify a safe route within the school attendance boundary, infrastructure improvements to the "safe route" and cost estimates.
2. FDOT "Safe Routes to School" infrastructure funding applications for the schools studied.

II. BACKGROUND

The MPO prepared the "Safe Routes to School Program Study" in 2003 to create a procedure for identifying safe routes to schools (SRTS) and improvements to those routes that meet the FDOT criteria for SRTS funding. SRTS plans have been developed for 32 elementary schools that were identified in high-pedestrian crash areas, that had large numbers of students walking to school or that had potential for attracting additional walking trips by students. SRTS efforts are coordinated

through the Miami-Dade Public Schools Community Traffic Safety Team (CTST).

13. PREVIOUS WORK

In 2003, the MPO conducted Safe Routes to School Program Study for all of Miami-Dade County.

14. METHODOLOGY

Task 1: Background

Procedures Manual

The initial FDOT procedures manual set forth in 2005, is most important to the long term success of the program, because it was developed based on the research conducted for this study and tested with the experience gained from a pilot study undertaken several years ago. The procedures manual defined the recommended methodology for developing the program in our county, which include:

- Establishing a Technical Advisory Committee
- Conducting user surveys
- Data collection and field reviews
- Evaluation of alternative routes
- Development of preliminary safe routes, reviews and final designation
- Production and distribution of Safe Routes maps

The manual also focused on creating physical improvements to the area surrounding a school, reducing speeds, and establishing safer crosswalks and viable pathways as well as improvements on those pathways such as: sidewalks, school zone signing, flashing signals, crosswalk striping, pedestrian signal and push buttons.

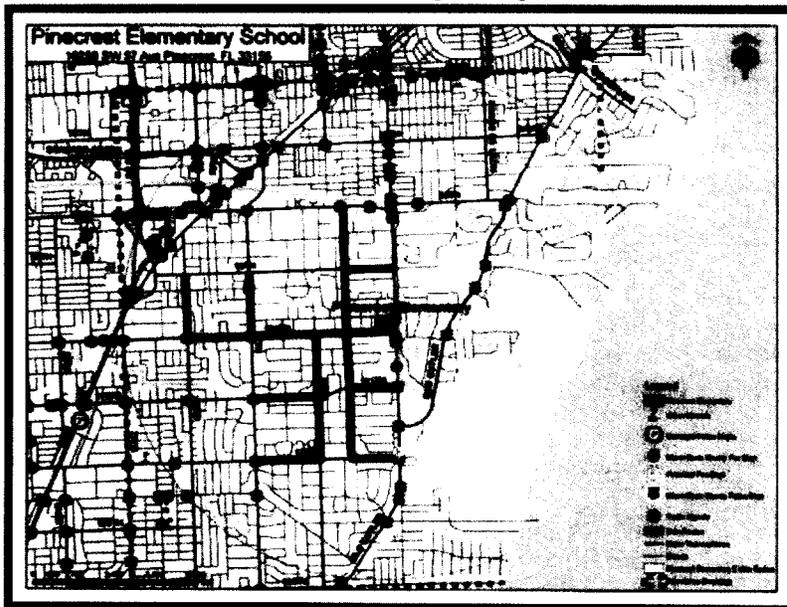
A procedure was established to aid in developing a Safe Routes to School program. It is this procedure that will be used to identify and create Safe Route maps for schools during Palmetto Bay Study. It set forth basis for the technical review and agency coordination, described the data collection effort necessary for developing Safe Routes to School, and outlined the criteria that should be used in determining the Safe Routes.

It recommended undertaking an attitudinal and mode split survey, examining the existing physical conditions, contacting the stakeholders, coordination with various governmental agencies both at the local and county levels. It determined the appropriate size of the study area, and specified the basic data that needed to be collected within that area. Data to be collected includes information on:

- Roadway facilities
- Pedestrian facilities
- Traffic control devices
- Land use
- Traffic volumes
- Pedestrian crashes

All this data is to be verified through extensive on sight inspections and then displayed on a GIS base map.

Safe Routes; Major Criteria Map Template



A criterion was also developed for actual Safe Route selection. This specifies that the routes should be designed from the outer school project limit inwards to the school, yet be cognizant of the fact that different routes may be needed to and from a facility. Routes need to be evaluated based on a set of desirable major and other criteria that were established. The criteria considered in the evaluation included:

- Major Criteria
- Major arterial crossings
- Speeds in adjacent travel lanes

- Proximity of adjacent traffic and/or physical barrier protection
- Major obstacles (e.g. railroad tracks and canals)
- Security issues
- Pedestrian facilities, including ADA compliance
- Sight distance
- Traffic control devices

Other Criteria

- Number of crossings, (driveways and street crossings)
- Proximity of police stations or other prominent government/community buildings
- Street lighting
- Other specific location criteria

Safe Route maps templates were developed which included:

- School location
- Attendance boundary
- Arrows depicting the safe routes
- Street names
- Traffic signals
- Railroads
- Bodies of water
- Parks
- Fire/police stations
- Other government and community buildings

Once this information has been gathered and analyzed an application to FDOT can be undertaken. The Village has developed examples of the mapping that would be produced as part of this study.

FDOT Application and Guidelines

Following Federal Highway Administration (FHWA) recommendations, FDOT has developed an application and application guidelines to instruct potential recipients in the approval process.

Federal Highway Administration recommends that efforts incorporate five components, called the “5 E’s”. They are:

- **Engineering** – Creating operational and physical improvements to the infrastructure surrounding schools that reduce speeds and potential conflicts with motor vehicle traffic, and establish safer and fully accessible crossings, walkways, trails and bikeways.
- **Education** – Teaching children about the transportation choices, instructing them in important bicycling and walking safety skills, and launching driver safety campaigns in the vicinity of schools.
- **Encouragement** – Using events and activities to promote walking and bicycling.
- **Enforcement** – Partnering with local law enforcement to ensure traffic laws are obeyed in the vicinity of schools (this includes enforcement of speeds, yielding to pedestrians in crossings, and proper walking and bicycling behaviors), and initiating community enforcement such as crossing guard programs.
- **Evaluation** – Monitoring and documenting outcomes and trends through the collection of data, including the collection of data before and after the intervention.

Eligible schools are public and private schools serving Kindergarten through 8th grade. Projects and activities that have the best chance of being selected for funding under the program are those that incorporate all of the key elements referred to in the five E’s.

Applicants are required to summarize in their application what they have already done and what they plan to do to address each of the E’s. Evaluation is an integral part of the process, and is required both in the application phase and the implementation phase, for projects and activities selected. The pre-application data-gathering includes such information as:

- How students currently travel to and from school
- What conditions in the school zone or immediately around the school site discourage children from walking or bicycling to or from school
- What conditions within a two-mile radius of the school discourage children from walking or bicycling to or from the school
- Opinions of parents: about these conditions and allowing children to walk or bicycle to or from school
- What solutions the evaluators recommend to solve identified problems

Eligible projects include:

- **Pedestrian facilities:** Includes new sidewalks and other pathways, sidewalk widening, and sidewalk gap closures.
- **Traffic calming:** Includes roundabouts, bulb-outs, speed humps, raised crosswalks, raised intersections, median refuges, narrowed traffic lanes, lane reductions, full- or half-street closures, and other speed reduction techniques.
- **Traffic control devices:** Includes new or upgraded traffic signals, crosswalks, pavement markings, traffic signs, flashing beacons, bicycle-sensitive signal actuation devices, pedestrian countdown signals, pedestrian activated signal upgrades, and all other pedestrian- and bicycle related traffic control devices.
- **Bicycle facilities:** Includes new or upgraded bike lanes, and shared-use paths.

Important points to remember are that:

- Proposed projects must be designed to meet an identified need that is preventing children from walking or bicycling safely to and from school.
- Proposed projects must be within a two-mile radius of the participating school. Generally, the closer the project is to the school, the more likely it is to increase the numbers of children bicycling or walking to and from school.
- Proposed projects must be located on public property.
- Construction materials used must be on FDOT's Approved Product List (for traffic signals and other electronic devices)
- For use of any traffic control devices that require minimum 'warrants' to be satisfied prior to their installation, warrant sheets must be attached to the application.
- Use of traffic control devices must be consistent with the current Manual of Uniform Traffic Control Devices, unless the applicant receives experimental approval from Federal Highway Administration.
- Each school requires separate application.

Task 2: Form Study Advisory Committee and Coordination

Palmetto Bay will form an advisory committee consisting of each school, the MPO, and where applicable, MDCPS, MDCPW, and FDOT. For each school the Village will set up an on-site meeting to review the inventory, mapping, actual safe route development, as well as the application. This will be done at project initiation and prior to the submission of the application. Additionally, the Village will prepare and deliver a brief PowerPoint presentation that summarizes the project and results to the Bicycle/Pedestrian Advisory Committee (BPAC), and Transportation Planning Council (TPC).

Task 3: Identification of Priority Schools:

The Village will examine the public elementary schools within its boundaries which include:

Public Schools:

Coral Reef Elementary
Howard Drive Elementary
Perrine Elementary

Task 4: Project Mailing List

The Village will develop a mailing list for each studied school that will include the principal, PTA president, district County Commissioner, district School Board member, and local municipal representative (if necessary). Each will be notified of the project in writing, and met with individually to discuss the projects within their area. Each will be kept updated on the projects progress.

Task 5: Data Collection

Integral to understanding travel patterns and actual local attitudes toward walking and bike riding to school, the Village will prepare and distribute a survey on student travel and parental attitudes and tabulate the results. It is well noted that many parents are concerned with allowing their children to travel to school unattended. Through the development of many local transportation master plans which have addressed the subject, the Village understands that parents fear may be less due to vehicular safety than to personal security. This survey will be designed to understand parent's thoughts toward this mode of travel. If the schools Safe Routes map and improvements are selected, the travel patterns shall be resurveyed several months after projects are implemented to measure changes in the travel patterns. The survey shall be the one specified in the MPO Procedures Manual as displayed on the following page.

SURVEY FORM TEMPLATE

In an effort to improve student safety in and around our schools, The Village of Palmetto Bay in coordination with the Miami-Dade County Metropolitan Planning Organization, in collaboration with Miami-Dade County Public Schools and other governmental agencies, is looking for ways to reduce the amount and speed of cars, improve walking and bicycling conditions and encourage enforcement and safety education programs. Please help us by providing your opinions to the following questions.

1. *What grade is your child in? ____*

2. *Approximately how far does your child travel to school?
__ ½ mile or less __ ½ mile to 1 mile __ between 1 to 2 miles __ over 2 miles*

3. *How does your child usually travel to and from school: (put a check in the appropriate box)*

Arrival Dismissal

- a. walk*
- b. bicycle*
- c. car*
- d. school bus*
- e. private bus*
- f. city bus*
- g. other (please explain) _____*

4. *Which of the following factors would influence your decision to allow your child to walk or bicycle to school. Please circle YES(Y) or NO(N).*

- a. Schools provided walking and bicycling route maps to parents and students. Y N*
- b. Additional crossing guards were provided at busy intersections. Y N*
- c. There were continuous sidewalks or bike paths from my neighborhood to the school. Y N*
- d. Bicycle/pedestrian pathways separated from traffic. Y N*
- e. There were fewer cars around where children are walking to school. Y N*
- f. Speed limits were strictly enforced in school speed zones. Y N*
- g. School speed zones were marked with flashing signals. Y N*
- h. There was better street lighting along routes to school. Y N*
- i. A greater presence of police officers and safety monitors along safe routes. Y N*
- j. Designated safe route signs along safe route paths at children's eye level. Y N*
- k. There were painted footsteps designating safe routes along sidewalks. Y N*

5. *Please identify specific safety problems of concern to you in your neighborhood or around your child's school (i.e. broken sidewalks, dangerous street crossings, crime areas, railroad crossing, high-speed vehicles) and indicate their locations.*

6. *Please write down any additional factors that might influence your decision to let your child walk or bicycle to school:*

Thank you for your participation. Please return this survey to your child's teacher.

For the initial GIS Map for the Safe Routes program the Village will collect the major criteria, other criteria and basic Safe Routes information including:

Major Criteria

- Major arterial crossings
- Speeds in adjacent travel lanes
- Proximity of adjacent traffic and/or physical barrier protection
- Major obstacles (e.g. railroad tracks and canals)
- Security issues
- Pedestrian facilities, including ADA compliance
- Sight distance
- Traffic control devices

Other Criteria

- Number of crossings, (driveways and street crossings)
- Proximity of police stations or other prominent government/community buildings
- Street lighting
- Other specific locational criteria

Safe Route maps templates were developed which included:

- School location
- Attendance boundary
- Arrows depicting the safe routes
- Street names
- Traffic signals
- Railroads
- Bodies of water
- Parks
- Fire/police stations
- Other government and community buildings

Task 6: Site Assessment

All data collected in the previous task will be verified through extensive field investigation and modified as necessary. The Village will assess the areas deficiencies as they relate to pedestrian facilities, traffic calming, traffic control devices, and bicycle facilities.

Task 7: Identification of Safe Routes

Safe routes to the school from the surrounding residential neighborhoods and back will be developed based on the collected data and site assessments and focused on the physical improvements as noted above. This identification will take care to address the 5 E's :Engineering, Education, Encouragement, Enforcement, and Evaluation.

All proposed projects will be designed to meet the identified need that is preventing children from walking or bicycling safely to and from school, as seen from the survey or collected data. Each will be within a two-mile radius of the participating school, placing an emphasis on projects closer to the school. Each project will be located on public property. As each is designed, the construction materials specified will be on FDOT or County Approved Product Lists. Any traffic control devices will have warrant analysis performed and attached to the application. These devices will be consistent with the

current Manual of Uniform Traffic Control Devices, unless the applicant receives experimental approval from Federal Highway Administration.

Task 8: Recommendation of Necessary Improvements:

The recommended improvements will be listed and priced in terms of their design and construction.

Safe Routes to School, Individual Project Cost Template

Number	Project	Locations	Cost
1	New Sidewalk	152 St, 82 Ct to 82 Ave	\$45,000
2	Miniature Traffic Circle	82 nd Ave, South of 136 St	\$200,000
3	Pedestrian Countdown Signal	77 Ave / 152 St	\$85,000
TOTAL			\$330,000

Task 9: Safe Route Map

A GIS Safe Route Map will be prepared including the following elements:

- School location
- Attendance boundary
- Arrows depicting the safe routes
- Street names
- Traffic signals
- Railroads
- Bodies of water
- Parks
- Fire/police stations
- Other government and community buildings
- Actual Safe Route and noted recommendations

Task 10: Safe Routes to School Funding Application

Once the map is completed, the Village will prepare an "Safe Routes to School Infrastructure Improvement" funding application for each studied school. The application will describe what has action and what action is to be taken and how those improvements will address each of the 5 E's. The application will be filled out in a concise manner within the prescribed limitation of 20 pages, and shall be geared to adequately address the following selection criteria:

- Potential of the proposed project to increase the number of children walking and bicycling to school
- High numbers of students walking or bicycling to school in hazardous conditions
- Schools that demonstrate a high level of interest in supporting walking and bicycling to school
- Schools that are willing to participate fully in the project
- Schools that need financial assistance to complete feasible bikeway or pathway connections to neighborhoods or parks
- Potential of the proposed project to reduce child injuries and fatalities
- Identification of safety hazards
- Demonstrated need for the project
- Demonstrated school and community support for the project

- Constructability, including right of way constraints
- Possible alternative locations for projects facing constructability problems
- Consideration is also given to the means of addressing Education, Encouragement, Enforcement, and Evaluation, as well as other factors relating to the proposed project, which are deemed necessary to promote the pedestrian and bicycle safety of children in and around school areas.

Task 11: Prepare Draft and Final Reports and Executive Summary

The Village will summarize the project in a brief report that includes the data collected, field reviews, surveys, recommended safe routes, detailed individual improvements, cost estimates, Safe Routes map, and applications.

Task 12: Meetings and presentations:

In addition to meetings necessary to execute the project the Village will make a PowerPoint presentation that summarizes the project and results to the Bicycle/Pedestrian Advisory Committee (BPAC) and Transportation Planning Council (TPC), as necessary.

VI. PROJECT MANAGER

Josh Bocks

VII. SCHEDULE

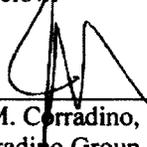
The Consultant should complete this work in six (6) months.

VIII. ESTIMATED COST

The estimated budget for this study is \$50,000.

If you should like to proceed with this effort please sign below.

Agreement Submitted By:



Joseph M. Corradino, AICP
The Corradino Group

DATE

5-3-10

Agreed To By:

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

DATE

5-3-10

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.

Consultant – 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"

Page 1 of 27

**PROFESSIONAL SERVICES
REQUEST FOR QUALIFICATIONS DOCUMENT
AND ADDENDAS
NO. 2009-PW-106**

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**REQUEST FOR QUALIFICATIONS
PROFESSIONAL SERVICES: RFQ#: 2009-PW-106**

INFORMATION FOR THE PROPOSERS

1.0 INTRODUCTION

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

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

1.1 PURPOSE

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

1.2 SCHEDULE OF EVENTS

No	Event	Date*	Time* (EST)
1	Advertisement/ Distribution of RFQ & Cone of silence begins	12/21/09	8:00 AM
2	Mandatory Pre-RFQ-Response Meeting	01/07/10	10:00 AM
3	Deadline to Submit Questions	01/14/10	4:00 PM
4	Deadline for Village Responses to Questions	01/17/10	5:00 PM
5	Deadline to Submit RFQ-Response	01/22/10	3:00 PM
6	Announcement of short-listed Consultants	01/29/10	5:00 PM
7	Oral presentations	2/04-2/05/10	TBA
8	Announcement of selected Consultants/ Cone of silence ends	TBA	TBA

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

1.3 ELIGIBILITY

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

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

1.4 MANDATORY PRE-RFQ-RESPONSE MEETING

The Village will conduct a Pre-RFQ-Response Meeting (the Meeting) on January 7, 2010 at 10 AM Eastern Standard Time (EST) at the following address:

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

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

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

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

1.5 CONE OF SILENCE

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

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

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

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

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

1.6 ADDENDA

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

1.7 PRESENTATION COSTS

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

1.8 CERTIFICATION

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

1.9 PUBLIC RECORDS

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

1.10 RETENTION OF RESPONSES

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

1.11 QUESTIONS AND CLARIFICATIONS:

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

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

1.12 VILLAGE AUTHORITY

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

2.0 SERVICES NEEDED BY THE VILLAGE

2.1 GENERAL BACKGROUND

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

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

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

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

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

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

2.2 SCOPE OF SERVICES

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

2.2.1 Architecture

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

2.2.2 Landscape Architecture

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

2.2.3 General Civil Engineering

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

2.2.4 Transportation Planning and Engineering Services

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

2.2.5 General Planning Services

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

2.2.6 Electrical and Structural Engineering

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

3.0 RESPONSE SUBMISSION REQUIREMENTS AND EVALUATION

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

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

Ten signed (one original and nine photo copies) Responses for each Service Area shall be submitted in one sealed package, clearly marked on the outside "RFQ 2009-PW-106, PROFESSIONAL SERVICES: The Name of the Service Area". The outside of the sealed envelope shall also show the name of the Prime Consultant and those of the subconsultants, if any.

All sealed Qualification packages must be received at the receptionist's desk in the Village Hall located at 8950 S.W. 152 Street, Palmetto Bay, FL 33157 by 3:00 p.m. on January 22, 2010, at which time their receipt will be publicly documented by the Village Clerk or his/her designee(s).

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

3.1 RESPONSE /(QUALIFICATION PACKAGE) PREPARATION

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

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

3.2 RESPONSE EVALUATION CRITERIA

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

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

3.3 SHORT-LIST FOR ORAL PRESENTATIONS AND FINAL SELECTION

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

4.0 OTHER CONDITIONS

4.1 TERM OF ENGAGEMENT

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

4.2 PERMITS, TAXES, LICENSES

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

4.3 LAWS, ORDINANCES

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

4.4 INSURANCE

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

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

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

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

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

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

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

4.5 NEGOTIATIONS

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

APPENDIX A

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

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

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

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

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

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

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

Signature of Official: _____

Name (typed): _____

Title: _____

Consultant: _____

Date: _____

APPENDIX B

NON-COLLUSIVE AFFIDAVIT

State of _____

SS:

County of _____

_____ being first duly sworn, deposes and says

that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:

_____ the Consultant that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or a sham Proposal;

(4) Neither the said Consultant nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Consultant or person to submit a collusive or sham response in connection with the work for which the attached Proposal has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Consultant or person to fix this Proposal or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered
In the presence of

_____ By: _____

(Printed Name)

(Title)

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of _____, 20__, before me, the undersigned

Notary Public of the State of Florida personally appeared

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

WITNESS my hand
and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

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

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

APPENDIX C

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

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

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

By _____

For _____

Whose business address is: _____

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

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

Sworn statement - S.S. # _____)

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

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

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

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

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

Signed, sealed and delivered

In the presence:

By:

(Printed Name)

(Title)

Appendix-C Page 2 of 3

ACKNOWLEDGMENT

State of Florida

County of _____

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

WITNESS my hand
and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

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

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



January 13, 2010

To: All Interested Parties

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

Re: Request For Qualifications – Professional Services RFQ# 2009-PW-106

ADDENDUM NO. 1

Response to questions submitted for clarification at the January 7, 2010 Mandatory Pre-RFQ Response Meeting.

1- Can there be a Geotechnical Prime?

Response: No, there is no primary service area for Geotechnical

2- Can we get the Departmental Budgets for the Village of Palmetto Bay?

Response: Yes, click on the following link to access the Village's 2009 Operating and Capital Improvement Budget

<http://www.palmettobayfl.gov/pdfs/Village%20Departments/Finance/Adopted%20Budget%20FY%202009-10%20FINAL.pdf>

3- Section 2.2.6 Electrical / Structural, can the two professional services be separated?

Response: Yes, Remove Structural requirement from Section 2.2.6 Electrical Engineering and insert the following Section 2.2.7 Structural Engineering, into section 2.2 Scope of Services.

2.2.7 Structural Engineering

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

and model possible situations, cost estimates, construction oversight and/or construction contract management.

4- What is the Village Budget and what components does it have?

Response: Click on the following link to access the Village's 2009 Operating and Capital Improvement Budget

<http://www.palmettobayfl.gov/pdfs/Village%20Departments/finance/Adopted%20Budget%20FY%202009-10%20FINAL.pdf>

5- Could the Village provide a link to the Comp Plan?

Response: No, Comprehensive Plan- Only available on CD. Please call 305-259-1260 if you're interested in purchasing a copy

6- Could we have access to the Village's Stormwater and Transportation Master Plan?

Response: Stormwater and Transportation Master Plan are pending updates –See Attachments

Exhibit A – Transportation 5 Year Work Program

Exhibit B– Stormwater Master Plan Work Program

7- List of Continuing Services Firms?

Response: Attachment – Exhibit C

8- Minority Business and Preference?

Response : Sec. 3.2 Response to Evaluation Criteria page 8 of 15

Line Item 7 - Commitment of the Consultant to inclusion and diversity (5 points)

9- Since we are still pending clarification as to whether we will need to submit as a team or as a single firm, would you consider extending the RFQ deadline one week?

Response: No, please refer to Sec 1.2 of the Schedule of Events No. 4

10- Can we have a copy of RFQ 2009-PW-106 January 7, 2009 Pre-Mandatory Meeting sign in sheet?

Response: Click on the following link

<http://www.palmettobay-fl.gov/documents/misc/2009-PW-106-ProfSrvcs-signsht.pdf>

11- RFQ#2009-PW-106 has a 20 page limit (excluding appendices and certificates). Can I include a cover, or will doing so disqualify us since it would put us at 21 pages?

Response: The front and back cover that bind the 20 pages do not count towards the 20 page limit. Sec 3.1 Response / Qualification Package Preparation states that the twenty page limit is for items 1- 9. Additionally items 1-9 can be separated with page dividers, no company information can be printed on the page dividers.

12- Since we are still pending clarification as to whether we will need to submit as a team or as a single firm, would you consider extending the RFQ deadline one week?

Response: No, please refer to Sec 1.2 of the Schedule of Events No. 4

13- If a company plans on submitting for the Electrical & Structural Engineering (2.2.6) category. Do we submit one proposal for this category or do we submit one for Electrical Engineering and one for Structural Engineering?

Response: Submit one proposal for each category. Refer to No. 3 of this addendum Electrical and Structural Engineering separate professional service categories.

2.2.6 Electrical Engineering

2.2.7 Structural Engineering

14- Could a Prime submit as a prime to offer Architectural Services and submit a second time to offer Construction Management Services?

Response: No, Construction Management Services is not a separate category therefore construction management services must be identified within the scope of service for Architectural Services.

15- Can a Prime be a Sub consultant on another team? Can a Sub consultant be a Prime on another team?

Response: Yes, but not in the same category. See section 3.0 Paragraph 2 page 6 of 15

- a) **A prime consultant shall not be part of any other team as a subconsultant in the same Service area.**
- b) **Subconsultants can join any number of prime consultants submitting a response to this RFQ.**

16- Need clarification of Sub consultant listing (Page 7 of 15)?

Response: Yes subconsultants can be listed but only one firm shall be identified as the Prime Consultant for each response. If other firms are part of the same response they shall be identified as subconsultants.

17- Clarification of Sec. 3.2 - Response Evaluation Criteria line item No. 4 (Credentials and accomplishments of the others (up to 3) members (25 points) page 8 of 15)?

Response: Provide resumes of up to 3 team members that will be assigned to the Village projects if the Consultant firm is selected by the Village.

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

Thank you for your participation in our bidding process.



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



Acknowledgement of
Addendum of Solicitation

Amendment/Modification No.: 1
Amendment of RFO No.: 2009-PW-106
Title of RFO: Professional Services

Name of
Proposer _____

Date Addendum
Received _____

Total Pages of Addendum including Acknowledgement 8

Signature

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

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

Transportation Master Plan Work Program - Exhibit "A"

Prioritized Project Bank / 5-Year Work Program

IMMEDIATE PROJECTS

Project	Planning Costs	Design Costs	Construction Costs	Status / Action
1. Participate in MPO LRTP Process	\$1,500	na	na	Completed
2. Change Functional Classification of 87th Ave	\$10,000	na	na	Work With FDOT
3. Oppose Widening of 87th Avenue North of 164St	na	na	na	Work With MPO
4. US-1 Grade Separation Study	No funds required			Completed
5. Transportation Liaison	\$25,000	na	na	Appoint Staff / Costs
6. 148thSt / US-1: Signal Warrant Analysis	\$26,000	na	na	Letter To FDOT
	\$62,500	\$62,500	\$0	\$0

YEAR 1

Project	Planning Costs	Design Costs	Construction Costs	Project Type
1. 164th Street Traffic Calming Program	\$30,000	\$15,000	\$150,000	Transportation
2. Mango wood Traffic Calming Program	\$30,000	\$15,000	\$150,000	Transportation
3. South wood Traffic Calming Program	\$30,000	\$15,000	\$150,000	Transportation
4. 84th Avenue Street end Traffic Calming	\$1,000	\$1,000	\$25,000	Transportation
5. Bus Pullout Bays	\$5,000	\$15,000	\$100,000	Transit
6. 148th Street Traffic Calming	\$25,000	\$10,000	\$100,000	Transportation
7. Sidewalks, ADA Compliant	\$8,000	na	na	Transit
8. Circulator Study	\$35,000	na	na	Transit
9. US-1 Crosswalks *	\$1,000	\$4,000	\$14,000	Transportation
10. City Wide Speed Limit Enforcement Program	No funds required			Transportation
11. Safe Routes To School **	\$15,000			Transportation
12. Walk Our Children To School Day	\$20,000	na	na	Transportation
13. Street Repaving Program	\$8,000	TBD	TBD	Transportation
14. New Bus Shelters	\$5,000	No Costs Required		Transit
15. Connect All Transit Stops With Sidewalks	\$8,000	TBD	TBD	Transportation
16. Coordinate with Farm Stores About Deliveries	No funds required			Transportation
17. 164th Street Sidewalk	na	\$10,000	\$66,000	Transportation
18. Upgraded Pedestrian & Bicycle Facilities along Old Curley Rd	\$1,000	na	na	Transportation
	\$1,066,000	\$224,000	\$87,000	\$755,000

YEAR 1 TRANSIT

Project	Planning Costs	Design Costs	Construction Costs
1. Sidewalks, ADA Compliant	\$8,000	TBD	TBD
2. Circulator Study	\$35,000	na	
3. US-1 Crosswalks *	\$1,000	\$4,000	\$14,000
4. New Bus Shelters	\$5,000	No Costs Required	
5. Bus Pullout Bays	\$5,000	\$15,000	\$100,000
6. Connect All Transit Stops With Sidewalks	\$8,000	TBD	TBD
	\$195,000	\$62,000	\$114,000

Transportation Master Plan Work Program - Exhibit "A"

Prioritized Project Bank / 5-Year Work Program (Continued)

YEAR 2

Project	Planning Costs	Design Costs	Construction Costs	Project Type
1. Old Cutler Road Intersection Capacity Improvement*	\$20,000	\$25,000	\$250,000	Transportation
2. 184th Street Widening Analysis	\$10,000	\$600,000	\$6,000,000	Transportation
3. Pedestrian Bridges at Canals	na	\$240,000	\$300,000	Transit
4. 184th Street Continuous Sidewalk	\$2,000	TBD	TBD	Transit
5. 152nd Street Bicycle Lane	na	\$15,000	\$150,000	Transit
6. 168th Street Bicycle Lane	na	\$20,000	\$190,000	Transit
7. 87th Avenue Bicycle Lane	na	\$10,000	\$85,000	Transit
8. 82nd Avenue Bicycle Lane	na	\$20,000	\$170,000	Transit
9. 184th Street Bicycle Lane	na	\$20,000	\$190,000	Transit
10. 152nd St / 87th Ave: Signal Warrant Analysis	\$26,000	TBD	TBD	Transportation

YEAR 3

Project	Planning Costs	Design Costs	Construction Costs	Project Type
1. US-1 Median Beautification	\$1,000	\$50,000	\$500,000	Transportation
2. 82nd Avenue / 136th Street Left Turn Signal	\$5,000	TBD	TBD	Transportation
	\$56,000	\$6,000	\$50,000	

YEAR 4

Project	Planning Costs	Design Costs	Construction Costs	Project Type
1. 168th St / US-1 WB Right Turn Lane	\$20,000	\$75,000	\$250,000	Transportation
2. 144th St / US-1 WB Right Turn Lane	\$20,000	\$75,000	\$250,000	Transportation
3. 97th Avenue - US-1 NB Right Turn Lane	\$20,000	\$75,000	\$250,000	Transportation
4. 152nd St / US1 Operational Analysis	\$20,000	\$60,000	\$600,000	Transportation
5. 157th Terri / Old Cutler Road: No Left Turn Sign	\$9,000		\$400	Transportation
6. 136th Street / Old Cutler Road: Operational Analysis	\$20,000	\$60,000	\$600,000	Transportation
	\$2,404,400	\$109,000	\$345,000	\$1,950,400

YEAR 5

Project	Planning Costs	Design Costs	Construction Costs	Project Type
1. 184th St / US-1 WB Right Turn Lane	\$20,000	\$75,000	\$250,000	Transportation
2. 97th Avenue - Move Hospital Entrance Nearer to 85th St	\$20,000	\$25,000	\$250,000	Transportation
3. Gateway Network	\$30,000	TBD	TBD	Transportation
4. Row Access To Public Study	\$4,000	\$15,000	\$80,000	
5. 152nd Street / 87th Avenue: Safety Analysis	\$10,000	TBD	TBD	Transportation
6. Support County Efforts to Develop Transit	TBD	TBD	TBD	Transportation
	\$779,000	\$84,000	\$115,000	\$588,000

Stormwater Master Plan Work Program - Exhibit "B"

Table 18. Drainage Capital Improvements Program Summary - 10-year Plan

PROJECT	FY 05	FY 06	FY 07	FY 08	FY 09	FY 10	FY 11	FY 12	FY 13	FY 14	PROGRAM TOTAL
Drainage Sub-basin #1 - Option 1											\$220,000
Drainage Sub-basin #2 - Option 2			\$280,000						\$80,000		\$360,000
Drainage Sub-basin #3a - Budget									\$80,000		\$80,000
Drainage Sub-basin #6d - Budget									\$20,000		\$20,000
Drainage Sub-basin #5a - Budget									\$80,000		\$80,000
Drainage Sub-basin #3b - Budget											\$220,000
Drainage Sub-basin #4a - Budget											\$340,000
Drainage Sub-basin #5 - Budget							\$490,000				\$490,000
Drainage Sub-basin #6 - Budget						\$280,000					\$280,000
Drainage Sub-basin #7 - Budget	\$420,000										\$420,000
Drainage Sub-basin #8 - Budget											\$330,000
Drainage Sub-basin #9 - Budget											\$310,000
Drainage Sub-basin #10 - Budget											\$330,000
Drainage Sub-basin #11a - Budget											\$330,000
Drainage Sub-basin #12 - Budget											\$330,000
Drainage Sub-basin #13 - Budget											\$330,000
Drainage Sub-basin #14 - Budget											\$330,000
Drainage Sub-basin #15a - Budget											\$310,000
Drainage Sub-basin #17 - Budget											\$330,000
Annual Operations and Maintenance	\$413,000	\$413,000	\$413,000	\$413,000	\$413,000	\$413,000	\$413,000	\$413,000	\$413,000	\$413,000	\$4,130,000
TOTAL	\$833,000	\$833,000	\$1,093,000	\$833,000	\$833,000	\$1,093,000	\$833,000	\$833,000	\$833,000	\$833,000	\$8,330,000

Notes

1. Easements for outfalls to lakes must be verified and additional easements may be required.
2. Costs do not include inflation or interest costs.
3. Sequence of improvements should be coordinated with roadway CIP.

**Village of Palmetto Bay
List of Continuing Services Engineers**

Exhibit "C"

1. Kimley-Horn and Associates, Inc.
2. The Corradino Group Inc.
3. C3TS (Corzo Castella Carballo Thompson)
4. The Parsons Corp
5. Marlin Engineering, Inc.
6. Mcharry and Associates, Inc.
7. Bermello Ajamil and Partners Inc.
8. Wolfberg Alvarez and Associates
9. O'Leary Richards Design Associates, Inc.
10. URG/Kimley Horn and Associates, Inc.



January 15, 2010

To: All Interested Parties

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

Re: Request For Qualifications – Professional Services RFQ# 2009-PW-106

ADDENDUM NO. 2

Response to questions submitted for clarification via emails received prior to the January 14, 2010, 4:00 p.m. deadline for submittal of questions in reference to RFQ 2009-PW-106.

1- We are a consulting firm that can provide both Civil Engineering and Land Surveying services. In section 1.0 (Introduction) of the RFQ, "Civil Engineering/ Surveying" are identified as a combined discipline or "Service Area". However, Section 2.2 (Scope of Services) only identifies General Civil Engineering as a service with no mention of Land Surveying specifically. Since Civil Engineering and Land Surveying are two different professions, will Civil Engineering and Land Surveying be individually considered as a "Service Area"?

Response: No, the scopes of services identified in Section 2.2 are the specific professional service areas requested with other limited services under the scope of professional services identified in Section 2.2.

2- Having attended your mandatory meeting, please clarify if this process is open to "Construction Managers" to build the various projects at the Village of Palmetto Bay? If this process is only to Architects and Engineers at this time will there be another RFP released for Construction Managers or General Contractors?

Response: Not as a separate Service Area and yes there will be another RFP released for General Contractor Services.

3- Shouldn't the table of contents be the first page on the response document we are submitting? Right now it looks like you are positioning it right after the cover letter.

Response: Submit response in accordance with section Section 3.1 Response / Qualification Package Preparation Items 1-11.

4- On section 4 “history of all consultants” this includes the prime consultant and whichever sub-consultants we include right?

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

5- Section 5 “resumes” can we include two resumes per page (half-page-resumes)? Could we also use SF330 Section E forms for this?

Response: Response must be submitted in accordance with the requirements stated on line item #5, Sec 3.1 Up to four (4), one-page resume of the persons

6- Can you elaborate more on section 7 “narrative of projects completed on time”, what are you guys looking for?

Response: Projects that best represent the qualifications of the firm and the category of professional services being submitted under RFQ-2009-PW-106

7- Section 8 “similar projects” can we use SF330 Section F forms for this?

Response: Response must be submitted in accordance with the requirements stated on line item #8 Sec 3.1 Response / Qualification Package Preparation (max. five (5) pages).

8- Page 15 of the RFQ “acknowledgement” you are missing a field for the month. Why not use the same form that is on page 12?

Response: Fill in month and day on line allocated for day on page 15 of 15

9- Just to clarify, we can apply for the ARCHITECTURE category with 1 proposal, and then submit a separate proposal for LANDSCAPE ARCHITECTURE right?

Response: Yes, but not in the same category. See section 3.0 Paragraph 2 page 6 of 15

a) A prime consultant shall submit only one response for each service area and a separate response is required for each service area.

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

Thank you for your participation in our bidding process.



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

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RESOLUTION NO. 2010-36

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PROFESSIONAL SERVICES; APPROVING THE QUALIFICATION OF FIRMS TO PROVIDE ARCHITECTURE, LANDSCAPE ARCHITECTURE, GENERAL CIVIL ENGINEERING/SURVEYING, TRANSPORTATION PLANNING AND ENGINEERING, ELECTRICAL ENGINEERING, STRUCTURAL ENGINEERING, GENERAL PLANNING SERVICES TO THE VILLAGE; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO CONTRACT NEGOTIATIONS WITH CORZO CASTELLA CARBALLO THOMPSON SALMAN, P.A., BERMELLO AJAMIL AND PARTNERS, WOLFBERG ALVAREZ AND PARTNERS, CALVIN GIORDANO AND ASSOCIATES, O'LEARY RICHARDS DESIGN ASSOCIATES INC., KIMLEY-HORN AND ASSOCIATES, THE CORRADINO GROUP, FRAGA ENGINEERS, MACTEC ENGINEERING AND CONSULTING, BCC ENGINEERING INC.; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in order to implement recommended improvements to the Village as outlined in its Stormwater Master Plan, Transportation Master Plan, Parks Master Plan, and Comprehensive Master Plan, the need for quick response and professional expertise is required; and,

WHEREAS, a Request for Qualifications (RFQ) 2009-PW-106 was issued for qualified firms or teams of firms to obtain Professional Services in seven (7) service areas; and,

WHEREAS, pursuant to Chapter 287.055, Florida Statutes, the Village will retain consultants to provide professional services in Architecture, Landscape Architecture, Civil Engineering/Surveying, Engineering, Electrical Engineering, Structural Engineering, General Planning Services and Transportation Planning and Engineering; and,

WHEREAS, in order to fulfill the needs of quick response and professional expertise, the Village intends to retain three (3) Consultants in each Service Area; and,

WHEREAS, in response to the Village of Palmetto Bay's RFQ # 2009-PW-106, a total of sixty-nine (69) responses were received from many experienced, talented and highly capable firms; and,

WHEREAS, five professionals were selected to evaluate and make recommendations regarding RFQ # 2009-PW-106 submittals; and,

WHEREAS, the RFQ document detailed a two-part screening process; and,

1 **WHEREAS**, each proposal was individually evaluated and the five (5) highest ranking
2 proposals in each Service Area were then invited to make an oral presentation before the committee;
3 and,
4

5 **WHEREAS**, as a result of the two part screening process and deliberations, the selection
6 committee is recommending and requesting Village Council approval of the 3 highest ranking firms
7 in accordance with the attached evaluation tabulation for each service area; and,
8

9 **WHEREAS**, it should be noted that, along with the Village's overall desire to continue to
10 implement the recommendations of its Master Plans, there are also legislative requirements (Chapter
11 287.055, Florida Statute) that must be adhered to by municipalities; and,
12

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

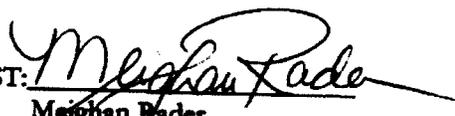
16 **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE**
17 **COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**
18

19 **Section 1:** The Village Manager is authorized to enter into contract negotiation with the
20 selected Consultants to provide professional engineering services.
21

22 **Section 2:** This resolution shall take effect immediately upon approval.
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26 **PASSED and ADOPTED** this 12th day of April, 2010.
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31 **ATTEST:**

32 
33 Meghan Rader
34 Village Clerk

35 
36 Eugene P. Flinn Jr.
37 Mayor

38 **READ AND APPROVED AS TO FORM:**
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41 Eye Boutsis
42 Village Attorney
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2 FINAL VOTE AT ADOPTION:
3
4 Council Member Ed Feller YES
5
6 Council Member Howard Tendrich YES
7
8 Council Member Shelley Stanczyk YES
9
10 Vice-Mayor Brian W. Pariser YES
11
12 Mayor Eugene P. Flinn, Jr. YES
13