



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: November 10, 2015

Subject: Resolution 2015-52 - Amendment to Agreement with Craig A. Smith & Associates for the Development of a Stormwater Master Plan

Prepared By: Heidi Siegel, Village Manager

Sponsored By: Staff

Background

On February 4, 2014, Resolution 2014-13 was passed approving the agreement between the Village and Craig A. Smith & Associates (C.A.S.). The agreement retains the services of C.A.S. to oversee all future professional services related to stormwater and roadway repairs in the Village of Biscayne Park.

During the recent State Legislative Session the Village was awarded \$150,000 to complete a Stormwater Master Plan from the State of Florida Department of Environmental Protection. The deadline for completion of the Master Plan is October 31, 2016.

Resolution 2015-52 authorizes the execution of the Amendment to the original agreement for the development of a Stormwater Master Plan by C.A.S.

Fiscal/Budgetary Impact

The grant amount of \$150,000 will cover:

November 10, 2015

Commission Agenda Report

Resolution 2015-52

- Cost of the Master Plan from Craig A. Smith & Associates of \$134,500.
- Any identified road work repair.

Recommendation

Approval of Resolution 2015-52

Attachments

- Resolution 2015-52
- Amendment to the Professional Consultant Services Agreement between the Village and Craig A. Smith & Associates
- Professional Consultant Services Agreement between the Village and Craig A. Smith & Associates executed in February, 2014.
- Proposal from Craig A. Smith & Associates for Development of a Stormwater Master Plan

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2
3 **RESOLUTION NO. 2015-52**
4

5 **A RESOLUTION OF THE VILLAGE**
6 **COMMISSION OF THE VILLAGE OF BISCAYNE**
7 **PARK, FLORIDA AUTHORIZING THE**
8 **APPROPRIATE VILLAGE OFFICIALS TO**
9 **EXECUTE THE AMENDMENT TO THE**
10 **PROFESSIONAL CONSULTANT SERVICES**
11 **AGREEMENT BETWEEN THE VILLAGE OF**
12 **BISCAYNE PARK AND CRAIG A. SMITH &**
13 **ASSOCIATES FOR THE DEVELOPMENT OF A**
14 **STORMWATER MASTER PLAN; PROVIDING**
15 **FOR AN EFFECTIVE DATE**

16
17 WHEREAS, on February 4, 2014, the Village of Biscayne Park and Craig A. Smith &
18 Associates entered into a Professional Consultant Services Agreement for the provision of
19 consulting services related to professional civil engineering, which Agreement is incorporated
20 herein by reference as Exhibit "1" (hereinafter the "Agreement"); and

21 WHEREAS, the parties are desirous of amending the Agreement to include
22 professional engineering services for the development of a stormwater master plan; and

23 WHEREAS, the Village Commission has found it to be in the best interests of the
24 Village and its residents to amend the Agreement;

25
26 **NOW THEREFORE IT IS HEREBY RESOLVED BY THE VILLAGE**
27 **COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AS**
28 **FOLLOWS:**

29
30 **Section 1.** The foregoing "WHEREAS" clauses are hereby ratified as true and correct
31 and incorporated herein by this reference.

32 **Section 2.** The appropriate Village officials are hereby authorized to execute the
33 Amendment to the Professional Consultant Services Agreement between the Village of

1 Biscayne Park and Craig A. Smith & Associates for the development of a stormwater master
2 plan, incorporated herein by reference as Exhibit “2”.

3 **Section 3.** This Resolution shall take effect upon adoption.

4

5 PASSED AND ADOPTED this ___ day of _____, 2015.

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7

**The foregoing resolution upon being
put to a vote, the vote was as follows:**

8

9

10 _____

Mayor Coviello: ___

11 David Coviello, Mayor

Vice Mayor Anderson: ___

12

Commissioner Jonas: ___

13 Attest:

Commissioner Ross: ___

14

Commissioner Watts: ___

15

16

17

18 _____

18 Maria C. Camara, Village Clerk

19

20 Approved as to form:

21

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25 _____

25 John J. Hearn, Village Attorney

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**AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT
BETWEEN THE VILLAGE OF BISCAYNE PARK AND
CRAIG A. SMITH & ASSOCIATES**

WHEREAS, on February 4, 2014, the Village of Biscayne Park (hereinafter the "Village") and Craig A. Smith & Associates (hereinafter the "Consultant") entered into a Professional Consultant Services Agreement to perform consulting services related to professional civil engineering, which Agreement is incorporated herein by reference as Exhibit "1" (hereinafter the "Agreement"); and

WHEREAS, the parties are desirous of amending the Agreement to include professional engineering services for the development of a stormwater master plan;

NOW THEREFORE, in consideration of the premises hereof, the mutual promises and agreements contained herein, and the payments to be made to Consultant for services rendered to the Village hereunder, the parties hereby agree as follows:

Section 1. The above recitals are acknowledged and incorporated herein.

Section 2. The Agreement shall be amended to include professional engineering services for the development of a stormwater master plan.

Section 3. All Other Conditions and Terms: All conditions and terms of the Agreement between the Village of Biscayne Park and Craig A. Smith & Associates executed on February 4, 2014 not specifically amended herein remain in full force and effect. In the event of any conflict, this Amendment will supersede all other terms. In the event of ambiguity, the most conservative interpretation consistent with the public interest is intended.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year first above written.

ATTEST:

VILLAGE OF BISCAYNE PARK,
FLORIDA

Maria Camara, Village Clerk

David Coviello, Mayor

APPROVED AS TO FORM:

John J. Hearn, Village Attorney

CRAIG A. SMITH & ASSOCIATES

BY: _____

Print Name: _____

Title: _____

State of _____
County of _____

On this, the _____ day of _____, 2015, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by _____ (name of authorized signer), _____ (title of authorized signer), of CRAIG A. SMITH & ASSOCIATES on behalf of the corporation.

WITNESS my hand and official seal this ___ day of _____, 2015.

Notary Public, State of

Printed, typed or stamped name of Notary
Public exactly as commissioned
Personally known to me, or
Produced identification:

(type of identification produced)

**PROFESSIONAL CONSULTANT
SERVICES AGREEMENT**

THIS IS AN AGREEMENT, dated the 4th day of February, 2014, between:

THE VILLAGE OF BISCAYNE PARK, a municipal corporation, hereinafter referred to as "VILLAGE",

and

Craig A. Smith & Associates, a Florida corporation, hereinafter referred to as "CONSULTANT".

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, VILLAGE and CONSULTANT agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 The VILLAGE wishes to retain a firm to perform Consulting Services related to professional civil engineering.

1.2 The VILLAGE received a quote from CONSULTANT to render the professional services more particularly described herein below.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 CONSULTANT hereby agrees to perform the following professional consultant services for the VILLAGE:

As needed Professional Engineering Services

2.2 CONSULTANT shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all work performed under this Agreement shall be done in a professional manner.

2.2.1 All work to be performed by the CONSULTANT under this Agreement shall be authorized in writing by the VILLAGE. The VILLAGE MANAGER or his or her designee can give verbal authorization up to a \$1,000.00 limit for special or urgent work assignments, which shall be confirmed in writing as soon as possible thereafter.

2.2.2 Authorizations in the form of Work Authorizations, shall be in writing, contain a description of the work to be undertaken, a budget amount of the fee to be paid and a schedule. Budget amounts shall not be exceeded unless the VILLAGE provides prior written approval and an increase in funds available. In the event the VILLAGE does not approve a revised budget and additional funding, and the need for such action is not shown to be the fault of the CONSULTANT, then the authorization shall be terminated and the CONSULTANT shall be paid in full for all work performed to that point.

2.3 CONSULTANT hereby represents to VILLAGE, with full knowledge that VILLAGE is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services to be provided by CONSULTANT pursuant to the terms of this Agreement.

2.4 CONSULTANT assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the VILLAGE promptly advises CONSULTANT thereof in writing, CONSULTANT agrees to re-perform such deficient services without charge to the VILLAGE.

2.5 CONSULTANT shall not utilize the services of any sub-consultant without the prior written approval of VILLAGE.

ARTICLE 3 TIME FOR PERFORMANCE

CONSULTANT shall perform the services as identified in Section 2.1 as soon as is reasonably practicable.

ARTICLE 4 COMPENSATION AND METHOD OF PAYMENT

4.1 VILLAGE agrees to compensate CONSULTANT for the services performed by CONSULTANT pursuant to the following:

4.1. CONSULTANT shall submit to the VILLAGE monthly invoice(s) detailing all fees and expenses. Upon approval by the VILLAGE, the VILLAGE agrees to compensate the CONSULTANT for all services authorized and performed in accordance with approved Work Authorizations subject to the hourly or lump sum fee set out in each Work Authorization.

4.2 Method of Billing and Payment.

4.2.1 CONSULTANT shall be entitled to invoice VILLAGE on a monthly basis for services performed. The invoice shall include, but not be limited to, the time period covered, the percentage of the contract completed, a description of the services performed, and any other information reasonably required by VILLAGE.

4.2.2 VILLAGE will make its best efforts to pay CONSULTANT within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

4.2.3 Payment will be made to CONSULTANT at:

ADDRESS: Miami-Dade Office
815 NW 57th Avenue, Suite 10
Miami, FL 33126

ARTICLE 5 CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

VILLAGE or CONSULTANT may request changes that would increase, decrease or otherwise modify the Scope of Services to be provided under this Agreement. Such changes or additional services must be in accordance with the provisions of the Code or Ordinances of the VILLAGE and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. In no event will the CONSULTANT be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6 MISCELLANEOUS

6.1 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of VILLAGE whether or not the project for which they are made is completed. VILLAGE hereby agrees to use CONSULTANT's work product for its intended purposes.

6.2 Term and Termination.

6.2.1 This Agreement may be terminated by either party for cause, or by either party for convenience, upon thirty (30) days written notice by the VILLAGE to CONSULTANT in which event the CONSULTANT shall be paid its compensation for services performed to termination date. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, it shall indemnify the VILLAGE against any loss pertaining to this termination. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT shall become the property of VILLAGE and shall be delivered by CONSULTANT to VILLAGE immediately.

6.2.2 This Agreement shall take effect as of the date of execution as shown herein below and continue for such time as is contemplated by the VILLAGE project.

6.3 Records. CONSULTANT shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONSULTANT expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by VILLAGE and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by VILLAGE of any fees or expenses based upon such entries.

6.4 Indemnification.

6.4.1 CONSULTANT shall indemnify and save harmless and defend the VILLAGE, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the VILLAGE or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONSULTANT, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONSULTANT pursuant to this Agreement.

6.4.2 CONSULTANT shall indemnify VILLAGE for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONSULTANT will defend and/or settle at its own expense any action brought against the VILLAGE to the extent that it is based on a claim that products or services furnished to VILLAGE by CONSULTANT pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

6.5 Insurance.

6.5.1 The CONSULTANT shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the VILLAGE Manager of the VILLAGE nor shall the CONSULTANT allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

6.5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the VILLAGE Manager prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the VILLAGE. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

6.5.3 Policyholders and Financial Ratings must be no less than "A" and Class X respectively in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

6.5.4 Insurance shall be in force until all work required to be performed under the terms of this Agreement is satisfactorily completed as evidenced by the formal acceptance by the VILLAGE. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONSULTANT shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of this Agreement and extension thereunder is in effect. The CONSULTANT shall not continue to work pursuant to this Agreement unless all required insurance remains in full force and effect.

6.5.5 REQUIRED INSURANCE

6.5.5.1. COMPREHENSIVE GENERAL LIABILITY insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- A. Comprehensive General Liability
 - 1. Each Occurrence \$1,000,000
 - 2. Annual Aggregate 1,000,000

6.5.5.2. WORKERS COMPENSATION insurance shall be maintained during the life of this Agreement to comply with statutory limits for all employees, and in the case any work is sublet, the CONSULTANT shall require the Subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. The CONSULTANT and his subcontractors shall maintain during the life of this policy Employers Liability Insurance. The following limits must be maintained:

- A. Workers Compensation Statutory
- B. Employer's Liability \$ 500,000 per occurrence

The CONSULTANT shall hold the VILLAGE, their agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this Agreement and name the VILLAGE as an additional insured under their policy.

The VILLAGE reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

6.5.5.3 PROFESSIONAL LIABILITY insurance in the amount of \$500,000.00

6.6 Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONSULTANT is an independent contractor under this Agreement and not the VILLAGE's employee for all purposes,

including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT, which policies of CONSULTANT shall not conflict with VILLAGE, H.U.D., or United States policies, rules or regulations relating to the use of CONSULTANT's Funds provided for herein.. The CONSULTANT agree that it is a separate and independent enterprise from the VILLAGE, that it has full opportunity to find other business, that it has make its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the VILLAGE and the VILLAGE will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

6.7 Assignments; Amendments.

6.7.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of VILLAGE. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires VILLAGE approval. However, this Agreement shall run to the VILLAGE and its successors and assigns.

6.7.2 It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

6.8 No Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

6.9 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONSULTANT and the VILLAGE designate the following as the respective places for giving of notice:

VILLAGE: Village Manager
640 NE 114 Street
Biscayne Park, FL 33161

Copy To: Village Attorney

CONSULTANT: Craig A. Smith & Associates
7777 Glades Road, Suite 410
Boca Raton, FL 33434

6.10 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

6.11 Legal Representation. It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

6.12 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

6.13 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

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

6.15 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.

6.16 Extent of Agreement. This Agreement represents the entire and integrated agreement between the VILLAGE and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

VILLAGE

ATTEST:

BY: Maria C. Camara
MARIA CAMARA
VILLAGE CLERK

BY: David Coviello
DAVID COVIELLO
MAYOR

APPROVED AS TO FORM.

John Hearn
JOHN HEARN
VILLAGE ATTORNEY

CONSULTANT

ATTEST:

CRAIG A. SMITH & ASSOCIATES

BY: Stephen A. McBride
STEPHEN A. McBRIDE
(Print Name)

BY: Gene R. Schriener
GENE R. SCHRINER
(Print Name)

STATE OF FLORIDA)
)S.S.
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared GENE R. SCHRINER and acknowledged they executed the foregoing Agreement as the proper official of CONSULTANT, for the use and purposes mentioned in it and that the instrument is the act and deed of CONSULTANT.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 23RD day of MARCH, 2015.

My Commission Expires: 01/25/2017

Amanda J. Kidwell
NOTARY PUBLIC

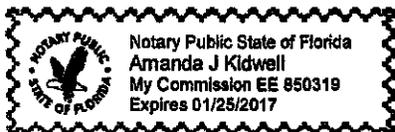


EXHIBIT "A"

VILLAGE OF BISCAYNE PARK

Hourly Rate Schedule
Craig A. Smith & Associates, Inc.

Principals	\$210.00
Court Testimony	\$200.00
Vice President	\$175.00
Senior Supervising Engineer	\$168.00
Supervising Engineer	\$151.00
Project Manager	\$130.00
Project Engineer	\$105.00
Senior Engineering Technician	\$112.00
Engineering Technician	\$86.00
CADD Technician	\$81.00
Senior Field Representative	\$112.00
Field Representative	\$90.00
Senior Professional Surveyor & Mapper	\$124.00
Professional Surveyor and Mapper	\$108.00
Survey Coordination Manager	\$90.00
Survey Technician	\$88.00
Clerical	\$55.00
Survey Crew, Vehicle, Standard Equipment	\$145.00
Survey Crew, Vehicle, GPS	\$180.00
Survey Crew - overtime	\$160.00
Survey Crew - pile staking	\$180.00

These rates are in effect for services rendered commencing March 1, 2013 .

1. Hourly rates are effective for calendar year 2013 and are subject to annual Adjustment.
2. Other direct costs shall be invoiced as a direct expense times ten percent (10%). Other direct costs include, but are not limited to, travel, lower tier sub-contractors, shipping, reproduction services and equipment.

VILLAGE OF BISCAYNE PARK

PROPOSED SCOPE OF SERVICES AND PROPOSED FEE

FOR

PROFESSIONAL ENGINEERING SERVICES

FOR

**DEVELOPMENT OF A STORMWATER
MASTER PLAN**

DATED: August 3, 2015

CRAIG A. SMITH & ASSOCIATES

Consulting Engineers • Planners • Surveyors

7777 Glades Road, Suite 410, Boca Raton, FL 33434

Broward (954) 782-8222, Palm Beach (561) 314-4457, Dade (305) 940-4661

FAX (561) 314-4457

CRAIG A. SMITH & ASSOCIATES

PROPOSED SCOPE OF SERVICES AND PROPOSED FEE

FOR

**DEVELOPMENT OF A STORMWATER
MASTER PLAN**

PROJECT NAME: VILLAGE OF BISCAYNE PARK

PROPOSAL NO: P3130A

PROJECT DESCRIPTION: Providing professional engineering, conceptual design and cost estimates for the preparation of a Stormwater Master Plan described in Exhibit "A" (attached) and identified as STORMWATER MASTER PLAN:

OWNER: Village of Biscayne Park

Attention: Heidi Siegel, AICP, Village Manager

Address: 6400 NE 114th Street
Village of Biscayne Park, FL 33161

Phone: (305) 899 - 8000
FAX (305) 891 - 7241

EXHIBIT "A"

VILLAGE OF BISCAYNE PARK

STORMWATER MASTER PLAN

SCOPE OF SERVICES

INTRODUCTION

The Village of Biscayne Park was developed in the 1920's and incorporated as its own municipality in 1931. The Village is bounded by the railroad on the east side, Griffing Boulevard on the west side and NE 121st Street to the north. Each of these thoroughfares was constructed predominantly at higher elevations than the Village, creating an inverted concaved effect for water to collect with no means of discharging. As the Village grew, the stormwater runoff increased. Much of the Village was developed without an adequate infrastructure to remove and treat stormwater runoff. With no positive outfall the Village relies on percolation and evaporation. During peak rainfall events in summer months the limited amount of exfiltration trench that the Village relies on for storage is limited due to higher water tables. As a result, much of the Village experiences flooding after even minor storm events.

Current regulations and environmental concerns have increased the need to create an overall Stormwater Master Plan to address both the quantity and quality of runoff within the Village. In a push across the nation, Municipalities are being required to implement a plan to reduce off-site discharge and increase water quality treatment. Specifically, the Environmental Protection Agency (EPA) passed legislation as part of the Clean Water Act of 1987 in the final rule of the National Pollutant Discharge Elimination System (NPDES) Permit Regulations for Stormwater Discharges published in the November 16, 1990, Federal Register which required Cities to obtain permits and provide and implement a plan to reduce pollutant loading from stormwater discharges.

The purpose of this project is to inventory, evaluate and recommend future improvements to the Village's stormwater management system infrastructure. This stormwater management system evaluation is to serve as a tool to be used by the Village to decrease stormwater runoff, increase water quality and to reduce flooding in flood prone areas of the Village. This Stormwater Master Plan will be designed to be used as a systematic phased approach to achieving these goals within the Village's budgetary constraints.

This Master Plan will provide construction cost estimates and priorities for developing a comprehensive phased program. The Plan will also assist the Village for future regulatory compliance of the Clean Water Act and the NPDES Program for Non-Point Source Discharge Compliance.

SCOPE OF PROJECT (STORMWATER)

The scope of the project is to create an overall Stormwater Master Plan to identify, document and evaluate the Village's existing stormwater management system. The plan will identify flood prone areas and evaluate the severity of the flooding problems. The Stormwater Master Plan will outline a systematic phased approach to achieve reduced flooding in flood prone areas, increase the quality of water discharged from the Village, increase the efficiency of the existing system and to identify potential, new infrastructure required to achieve these goals. More specifically the scope is as follows:

I. INFORMATION GATHERING

Gather and review existing data pertinent to the project. This information includes:

1. Village of Biscayne Park MS4/NPDES Permit & Stormwater Pollution Prevention Plan (Village to provide).
2. Meet with Village Building Department officials to obtain information on the Village's criteria for minimum design standards, minimum finished floor elevations and minimum crown of road elevations.
3. Copies of D.O.T. As-Builts/Designs for Stormwater Systems within the Village (if applicable).
4. Copies of County Drawings for County Drainage Systems (if applicable).
5. Information on Village drainage system inventory as obtained from Village staff or by Visual Inspection (to include catch basin locations and pipe size, material and distance from pipe invert to rim).
6. SFWMD/DERM files of permitted systems within the Village.
7. SFWMD/DERM resources on control elevations, known flood elevations, permit requirements and allowable discharges.
8. Miami-Dade County's surface water permitting requirements.
9. Maps of Miami-Dade County resources including:
 - a. USGS Topographic Information
 - b. Wetlands
 - c. Contaminated Sites
 - d. Ambient Monitoring Sites
 - e. Drainage Basins
 - f. FEMA Flood Zone Designations
 - g. Natural Resource areas
 - h. Soils Information
 - i. Well fields and Protection Zones
 - j. Saltwater Intrusion
 - k. Neighboring Water Bodies
 - l. Water Table Elevations
 - m. Arterial Roadways Map
 - n. Traffic Count Map

TASK I LUMP SUM FEE: \$ 8,500.00

II. FIELD SURVEY AND MAPPING (DATA COLLECTION)

Review the available information as it pertains to the specific tasks outlined below. Provide survey work as required to perform these tasks. Survey work anticipated includes:

1. Establish Survey Control, baseline and stationing throughout the Village.
2. Preparation of Village Atlas Base Map, based on plat information, including delineated right-of-ways, platted utility easements, alleyways, residential lots, roadways and grades.
3. Investigate and document systems not shown in the obtained information. Spot verify the location and elevation of drainage structures and conveyance pipes, and sizes, of those drainage systems obtained from as-builts. Incorporate this information into the Village Base Map.
4. Obtain paving elevations and catch basin rim elevations and inverts sufficient for conceptual stormwater modeling and analysis. (approximate 200' intervals within Village R/W)
5. Obtain surface and swale grades to analyze existing road drainage.
6. Obtain topographic information and sample finished floor elevations sufficient to evaluate basin divides and conveyance system effectiveness.

TASK II LUMP SUM FEE: \$ 37,000.00

III. ASSEMBLE AND EVALUATE COLLECTED INFORMATION

Review and evaluate the information collected. Assemble the information in a Report for the Village. Deliver five copies to the Village for their review and records. Create thematic maps of the Village of Biscayne Park which include:

- Drainage basins and sub-basins within the Village of Biscayne Park
- Existing and conceptual Stormwater Conveyance Systems within the Village
- Known Village owned outfalls into open waters
- Canals and water bodies which accept and convey stormwater
- Known control elevations of canals and water bodies
- Existing and proposed road network within the Village of Biscayne Park

Meet with Village to review maps. Update maps as required. In addition to hard copies, provide all plans and atlas in digital format compatible with AutoCAD, (civil 3D, 2008-2015).

TASK III LUMP SUM FEE: \$ 17,500.00

IV. DEFINE AND PRIORITIZE PROBLEM AREAS

Meet with Village to identify and evaluate problem areas of critical concern. Define a process to evaluate the severity of each problem area including physical inspections and monitoring during storm events and provide Flood Surveys/ Questionnaires for resident input. Prioritize based on the duration and severity of flooding, with respect to the rainfall event, along with current land use and potential for damage. Create a Map and evaluation report of the identified problem areas. Establish Levels of Service (LOS) for existing and proposed facilities.

Meet with Village to review maps and evaluations. Revise the report and evaluation as necessary for inclusion in the final Stormwater Master Plan.

TASK IV LUMP SUM FEE: \$ 18,000.00

V. IDENTIFY AND EVALUATE POSSIBLE SOLUTIONS (PRELIMINARY ANALYSIS AND DESIGN)/ PREPARE STORMWATER MASTER PLAN REPORT AND DISTRIBUTE COMPLETED DOCUMENT

Based on the information gathered above, identify and evaluate solutions and improvements, that can be initiated, which will improve water quality and reduce flooding within the Village. Perform conceptual drainage calculations required to specify potential conveyance pipe sizes and conceptual hydraulic and hydrologic modeling. Layout conceptually designed drainage infrastructures indentifying structures, pipes, pump stations, potential stormwater storage basins and discharge outfalls. Outfalls are evaluated and reviewed for best locations, the need for drainage easements and discharge criteria. Prepare conceptual stormwater construction and engineering cost estimates based on phasing and priorities. Provide Geotechnical Engineering services to conduct asphalt corings to determine the thickness of the existing roads and provide soil borings to determine the existing thickness and material makeup of the base and sub-base.

Develop a general, systematic approach for Village Officials and Planners to follow in initiating site specific solutions. Provide minimum construction standards, application criteria and standard details for drainage systems and structures within the final Master Plan. Summarize permitting requirements and applicable agencies. Prepare a narrative report of stormwater findings and recommendations. Prepare, assemble and distribute Final Stormwater Master Plan document.

TASK V LUMP SUM FEE: \$ 46,000.00

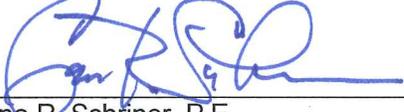
GEOTECH ALLOWANCE FEE: \$ 7,500.00

TOTAL STORMWATER MASTER PLAN FEE: \$ 134,500.00

If this proposal is acceptable, please execute in the space provided and return one executed copy to our office as our notice to proceed. We appreciate your business and thank you for this opportunity.

AGREED TO AND ACCEPTED BY:

CRAIG A. SMITH & ASSOCIATES



Gene R. Schriener, P.E.
President

VILLAGE OF BISCAYNE PARK

Heidi Siegel, AICP, Village Manager

Date