



VILLAGE OF KEY BISCAYNE

Department of Building, Zoning and Planning

Village Council

Robert L. Vernon, *Mayor*
Jorge E. Mendia, *Vice Mayor*
Michael Davey
Enrique Garcia
Steve Liedman
Thomas Thornton
Patricia Weinman

DT: August 23, 2007

TO: Honorable Mayor and Village Council

FR: Jud Kurlancheek, Interim Village Manager

RE: Post Buckley Schuh & Jernigan

Director

Jud Kurlancheek, AICP

Chief Building Official
Eugenio M. Santiago, P.E.

At your July 31, 2007 meeting, the Council was presented with a Resolution approving a letter agreement with Post Buckley Schuh & Jernigan (PBS&J) for expanded and new engineering services in connection with the Village's Sanitary Sewer Project. The Council deferred taking action on the item pending a report and recommendation from me. The purpose of the Memorandum is to provide you with the background and a recommendation.

BACKGROUND

1998

In 1998, the Village entered into an agreement with PBS&J for a fixed fee of \$400,000 pursuant to which PBS&J was obligated to design and assist the Village in the permitting of a sanitary sewer system for substantial portions of the Village's single family residential district. A copy of the Agreement is attached and is labeled Exhibit "A". The design was completed, the project was permitted, however, no construction ensued. The agreement was for a term of three (3) years and has expired.

2005

In February, 2005, the Village Council authorized and approved the hiring of PBS&J to update the original plans and assist in the re-permitting and re-bidding process. Additionally, the Council authorized the hiring of PBS&J to design and permit the replacement/reconstruction of the Village's water distribution system within the same areas proposed for the sanitary sewer system. The entire scope of work included eight (8) individual tasks. The Council authorized this work for a fee not to exceed \$194,043, however, the actual letter agreement approved by the Council was for a total of \$224,043. A copy of the Resolution (Exhibit "B") and letter agreement (Exhibit "C") is attached. This work has been substantially completed and paid for.

2006-2007

In late 2006, it became apparent that the process of updating and permitting the plans for the sanitary sewer project was far more complicated and difficult than originally anticipated by PBS&J. It also became apparent that additional professional engineering services would be needed for the financing and construction phases of the project. Beginning in November 2006, the Administration and PBS&J began a re-negotiation of the cost to complete the design and permitting work under the terms of the February 7, 2005 Agreement as well as the cost of the new work for the financing and construction phases. In order to assist the Administration in this negotiation. An Owner's Representative (Jose Lopez) was hired under an employment contract in February 2007 and C3TS (Ramon Castella) was retained as our Construction Manager in May 2007. The management team is presented in the attached organizational chart labeled Exhibit "E" and our Financial Flow Diagram is labeled as Exhibit "F".

The attached draft agreement (Exhibit "D") was negotiated by the Administration in the amount of \$282,000 which is divided into three general categories:

Updated/Additional Sewer Design and Permitting	\$150,000
Funding Assistance	32,000
Construction Services	100,000
Total	\$282,000

The negotiated agreement was presented to the Council for approval at the last meeting. C3TS has reviewed all of the documentation related to the above fees and they have advised the charges are appropriate. Their report is attached and is labeled (Exhibit G).

With the good faith belief that the agreement would be approved by the Council, PBS&J has substantially completed the updated re-design and permitting work as well as the new work in connection with the financing of the project. They have also commenced work on the construction phase of the project. Attached is a report from PBSJ (Exhibit "H") which provides their justification for the delay in obtaining permits.

RECOMMENDATIONS

With the assistance of the Village's Consulting Engineers (CT3S) and the Village Attorney, I have carefully evaluated the relevant facts and circumstances as well as documentation supporting the actual work which has been performed to date by PBS&J. Based upon this evaluation, I believe that:

1. The letter agreement and the fees requested by PBS&J are fair and equitable and should be approved by the Village Council.
2. The additional work was necessary in order to obtain the permits.
3. Members of the Administration were aware that PBS&J was performing the additional work and knew the cost was substantially above contracted amount.

4. PBS&J was performing this work in good faith and they believed they would be compensated.
5. The Village Council directed the Administration to obtain the permits and start construction as expeditiously as possible.

RESOLUTION NO. 2007 - _____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO APPROVE WORK AUTHORIZATION WITH POST BUCKLEY SCHUH AND JERNIGAN, INC. ("PBSJ"), PROVIDING FOR PBSJ TO PROVIDE DESIGN AND CERTAIN RELATED SERVICES FOR THE VILLAGE'S WATER, SANITARY SEWER AND REUSE WATER PROJECT; PROVIDING FOR IMPLEMENTATION OF ENGINEERING WORK AUTHORIZED BY THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Manager has recommended that the Village Council authorize Post Buckley Schuh and Jernigan, Inc. ("PBSJ") to perform additional engineering services for the Village pursuant to the continuing contract for engineering services between the Village and PBSJ, so as to enable the Village Council to have the benefit of certain necessary engineering services for the water, sanitary sewer, and reuse water improvement project of the Village (the "Project"), as described in the attached Work Authorization ; and

WHEREAS, the Village Council finds that it is in the best interest of the Village to authorize the Village Manager to arrange for PBSJ to provide the necessary professional engineering services, as referenced above, as further described in PBSJ's proposal dated May 11, 2007.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals Adopted.** That each of the recitals stated above is hereby adopted and confirmed.

Section 2. **Work Authorized; Funding**

A. That the Village Manager is hereby authorized to execute the Work Authorization with PBSJ to obtain the above described engineering services from PBSJ, subject to approval of the

Village Attorney as to form and legal sufficiency of the Work Authorization , and subject to the restriction that the fees and costs charged to the Village for such engineering services shall not exceed a lump sum fee of Two Hundred Eighty Two Thousand Dollars(\$282,000) for the work described in the proposal. The proposal, as approved and executed, constitutes a Work Authorization for the Project, pursuant to the continuing contract.

B. That the funding source for the above described work of PBSJ shall be as provided in the Village's Manager's memorandum which accompanies this item.

Section 3. Implementation. That the Village Manager is hereby authorized to take any and all action necessary to implement the purposes of this Resolution and the Work Authorization.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption hereof.

PASSED AND ADOPTED this ___ day of July 2007.

ROBERT VERNON
MAYOR

ATTEST:

Conchita H. Alvarez, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney

F:/103.001/Resolutions/Enter into a work authorization with Post Buckley Schuh etc. 7.6.07

March 11, 1998

Mr. C. Samuel Kissinger
Village Manager
Village of Key Biscayne
85 West McIntyre Street
Key Biscayne, FL 33149

RE: Professional Services for Village of Key Biscayne Sanitary Sewer System Design

File: 886-ES.01 #1

Dear Sam:

As per our conversation following the Village of Key Biscayne Council Meeting of March 10, 1998, approving our proposal for the above referenced project, we are requesting your written authorization to begin work. We are prepared to begin work immediately under the terms of our draft proposal dated March 10, 1998 (copy attached).

We appreciate this opportunity to work with you and your staff at the Village. If you have any questions, please call me at 592-7275 ext. 531.

Sincerely,

POST, BUCKLEY, SCHUH & JERNIGAN, INC.

W. R. Karasiewicz

W. Rick Karasiewicz, P.E.
Senior Vice President

WRK/PAC/pac

C: Ron Fields, PBS&J

Authorized by:



C. Samuel Kissinger
Village Manager
Village of Key Biscay

3/11/98

Date

**VILLAGE OF KEY BISCAYNE
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into this 26 day of May, 1998, by and between the Village of Key Biscayne (the "VILLAGE") and Post Buckley Schuh & Jernigan, Inc., (the "CONSULTANT").

RECITALS:

The VILLAGE wants to engage the CONSULTANT to perform certain professional services as specifically described in Exhibit A to this Agreement ("Specified Services"). The CONSULTANT wants to provide such Specified Services.

In consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. SCOPE OF SERVICES

The CONSULTANT agrees to provide Specified Services upon written request from the Village Manager as provided for in this Agreement.

2. FEES FOR SERVICES

The CONSULTANT agrees to charge the VILLAGE for Specified Services provided in accordance with Exhibit A not to exceed \$400,000. The CONSULTANT will issue an invoice once a month for the work which has been completed. Said invoices is payable by the VILLAGE within 30 days. The VILLAGE shall pay to the CONSULTANT for the faithful performance of this agreement, in lawful money of the United States of America.

3. TERM

The term of this Agreement is 3 year(s) unless earlier terminated pursuant to paragraph seven.

4. GENERAL TERMS AND CONDITIONS

All work papers and documents that result from the CONSULTANT providing Specified Services shall be the property of the VILLAGE. Upon termination of this Agreement or upon request of the VILLAGE during the term of this Agreement, any and all such documents shall be delivered to the VILLAGE by the CONSULTANT.

5. ASSIGNMENT

This Agreement shall not be assignable by the CONSULTANT.

6. PROHIBITION AGAINST CONTINGENT FEES

The CONSULTANT represents 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 (s), company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

7. TERMINATION

This Agreement may be terminated by the VILLAGE upon 45 days' written notice with or without cause and by the CONTRACTOR upon 45 days' written notice with or without cause. If this Agreement is terminated, the CONSULTANT shall be paid in accordance with the provisions of Exhibit A for all acceptable work performed up to the date of termination.

8. NONEXCLUSIVE AGREEMENT

The services to be provided by the CONSULTANT pursuant to this Agreement shall be nonexclusive and nothing herein shall preclude the VILLAGE from engaging other firms to perform the same or similar services for the benefit of the VILLAGE within the VILLAGE'S sole and absolute discretion.

9. ENTIRE AGREEMENT

The parties hereby agree that this is the entire agreement between the parties. This Agreement cannot be amended or modified without the express written consent of the parties.

10. WARRANTIES OF CONSULTANT

The CONSULTANT hereby represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws necessary to perform the Specified Services.

11. NOTICES

All notices and communications to the VILLAGE shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

Village:

C. Samuel Kissinger
Village Manager
Village of Key Biscayne
85 West McIntyre Street
Key Biscayne, Florida 33149

With a copy to: Richard J. Weiss, Esq.
Village Attorney
Weiss, Serota & Helfman, P.A.
2665 South Bayshore Drive
Suite 204
Miami, Florida 33133

CONSULTANT: Post Buckley Schuh & Jernigan, Inc.
2001 N.W. 107th Avenue
Miami, FL 33172

12. HAZARDOUS WASTES, MATERIALS OR SUBSTANCES

Unless otherwise specifically provided in this document, the CONSULTANT shall not be responsible for or have control over the discovery, presence handling, removal, transport or disposal of hazardous wastes, materials or substance in any form on the project site.

13. MEDIATION

If a dispute arises out of or relates to this contract, or the breach thereof, and is said dispute cannot be settled through direct discussion between the parties, then the parties agree to first endeavor to settle the dispute in an amicable manner by mediation before having recourse to arbitration or a judicial forum. The parties mutually agree that a similar dispute resolution clause will be contained in all other contracts executed by the VILLAGE concerning or related to this contract and all subcontracts executed by the CONSULTANT.

14. COST ESTIMATES

The VILLAGE hereby acknowledges that the CONSULTANT cannot warrant that any cost estimates provided by the CONSULTANT, or provided to the CONSULTANT by the VILLAGE or their agents, will not vary from actual costs incurred by the VILLAGE.

15. WAIVER

Any failure by the CONSULTANT to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and the CONSULTANT may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

16. DOCUMENTATION

The CONSULTANT is entitled to rely on any and all maps, surveys, drawings and documents provided by the VILLAGE or any of its agents or anyone with whom it has contracted.

17. STAFFING

The CONSULTANT reserves the right to substitute similarly qualified personnel for those specified in Exhibit A should said personnel become unavailable.

18. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CONSULTANT:

Post Buckley Schuh & Jernigan, Inc.
2001 N.W. 107th Avenue
Miami, FL 33172

By: *W. Karasiewicz, P.C.*
Post Buckley Schuh & Jernigan, Inc.

Attest: *[Signature]*

VILLAGE:

Village of Key Biscayne
85 West McIntyre Street
Key Biscayne, Florida 33149

By: *[Signature]*
C. Samuel Kissinger, Village Manager

Attest: *[Signature]*



Authorized by Council Motion at March 10, 1998 Council Meeting.



POST,
BUCKLEY,
SCHUH &
JERNIGAN, INC.

Transmitted Via: U.S. Mail/Facsimile

March 10, 1998

Mr. C. Samuel Kissinger
Village Manager
Village of Key Biscayne
85 West McIntyre Street
Key Biscayne, FL 33149

RE: Draft Proposal for Professional Services for Village of Key Biscayne Sanitary Sewer System Design

File: 886-ES.01 #1

Dear Sam:

Post, Buckley, Schuh & Jernigan, Inc. (PBS&J) is pleased to present, herein, a draft Proposal for Professional Services for the Village of Key Biscayne (Village) Sanitary Sewer System Design based on a study prepared by C.A.P. Engineering Consultants, Inc. dated August 1997.

Specifically, PBS&J is proposing the following be completed:

Scope of Work

Task 1 Project Control

Task 1.1 Project Meetings

PBS&J anticipates holding eight meetings through the duration of the project including a project kick-off meeting, four progress meetings, a preliminary design review meeting, 50% design review meeting, and a 100% design review meeting. PBS&J will prepare and transmit meeting minutes to the Village within five working days of each meeting.

Task 1.2 Design Reviews

PBS&J will provide five copies of the preliminary design report and the Plans and Specifications at 50% and 100% design for review by the Village of Key Biscayne. Design review meetings will be held approximately one week after each submittal.

Task 1.3 Quality Assurance and Quality Control

Quality Assurance and Quality Control will be performed in accordance with PBS&J's QCAP procedure. The guidelines for this procedure are available for your review upon request.

Mr. C. Samuel Kissinger
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Task 2 Preliminary Design

Task 2.1 Data Gathering

PBS&J will collect all available data necessary to complete the design of the proposed sanitary sewer system including, but not limited to, the following:

- Plans and/or record drawings of the existing water distribution system
- Plans and/or record drawings of the storm water system currently under construction
- Plans and/or record drawings of other utilities in the proposed design area (e.g. cable, telephone, etc.)
- Population and land use data
- Water consumption records
- Soil borings
- Survey data
- Sanitary Sewer Collection Study prepared by C.A.P. Engineering Consultants, Inc., August 1997 (currently on-hand).

Task 2.2 Preliminary Design Report

PBS&J will prepare a preliminary design report which will include the following:

- Existing and proposed facilities
- Current and future flow projections
- Design criteria and standards
- Economic evaluation
- Permit and approval requirements
- Land acquisition and easement requirements
- Survey requirements
- Preliminary list of required drawings and specifications
- Schematic drawings and hydraulic modeling
- Project schedule and preliminary cost estimate.

Task 2.3 Survey

It is assumed herein that the survey completed for the drainage system design will be available for PBS&J's use. Based on a review of the drainage system plans, PBS&J will provide a detailed route survey to augment the existing survey information. The survey will include cross sections at approximately 100-foot stations, benchmarks at 1,500-foot intervals, topography and underground utilities as marked by the Village, utility companies and/or their agents. The survey will establish sufficient horizontal and vertical control for the performance of the design and for future construction. Underground utilities shall be marked prior to commencement of all survey activity. Design baseline will be calculated along the centerline of the streets. All work will be referenced

Mr. C. Samuel Kissinger
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to 83/90 Florida State Plane Coordinates, Florida East Zone, and will meet the minimum technical standards for surveying per Florida statutes. The survey will be provided in digital form as CADD drawing files and on 22" x 34" bond paper at the following scales: horizontal scale: 1" = 40', vertical scale: 1" = 4'.

Task 2.4 Stormwater System Information

Stormwater system information that is relevant to the design of the sanitary sewer system will be included on the digital maps in both the plan and profile as part of this project. Should time and budget allow, the remainder of the stormwater system information will be digitized and placed on base maps provided by the Village.

Task 3 Final Design

Task 3.1 Plans and Specifications

PBS&J will prepare plans and specifications (Contract Documents) for the project in accordance with the Village of Key Biscayne, Miami-Dade Water and Sewer Department, Dade County Department of Environmental Management, Miami-Dade Building and Zoning, Dade County Public Works, South Florida Water Management District, and Florida Department of Environmental Protection requirements.

The gravity sewer and force main plans will consist of plan and profiles and will be prepared in AutoCAD R14 format with 1"= 40' horizontal scale and 1"= 4' vertical scale. Pump station plans will consist of a site plan, structural plan and section, mechanical plan and section, and electrical plan, one-line diagrams and riser diagrams, control wiring diagrams and schedules as required.

Task 3.2 Construction Cost Estimate

PBS&J will prepare an estimate of probable project costs, as defined by the American Association of Cost Estimators prior to permitting.

Task 4 Permitting Assistance

PBS&J will prepare necessary permit applications on behalf of the Village of Key Biscayne. As part of this task, PBS&J will respond to Requests for Information from the permitting agencies. PBS&J will also provide plans and complete dry-run permitting of the project where applicable. It is assumed, herein, that any and all permit and/or permit application fees will be the responsibility of the Village.

Mr. C. Samuel Kissinger
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Task 5 Construction Phase Services

It is assumed, herein, that overall construction management services for the project are not a part of this contract. It is further assumed, that the Construction Manager will be the primary and sole point of contact with the Construction Contractor and that PBS&J will only provide engineering services during construction as follows:

Task 5.1 Pre-Bid Services

PBS&J will attend one pre-bid conference for the project and respond to pre-bid RFIs as required.

Task 5.2 Shop Drawings and Technical Submittals

It is assumed, herein, that the Construction Manager will receive and log shop drawings and technical submittals required to be submitted by the Construction Contractor and will transmit submittals to PBS&J for review. PBS&J will review and return submittals to the Construction Manager within 10 working days of receipt. The review will be in accordance with PBS&J specifications and for conformance with the design concept and compliance with the Contract Documents.

Task 5.3 Request for Information

PBS&J will issue technical interpretations and clarifications of the Contract Documents, along with associated support materials, as requested by the Construction Manager. These interpretations will be rendered and a response prepared and submitted to the Construction Manager within one week of the Construction Manager's RFI.

Task 5.4 Site Visits

PBS&J will visit the project at intervals appropriate to the various stages of construction, up to twelve times, to observe the progress and quality of work. It is assumed, herein, that PBS&J will not provide daily inspection or construction oversight.

Mr. C. Samuel Kissinger
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Deliverables

Task 2.2	Preliminary Design Report	10 Copies: 5 Draft, 5 Final
Task 2.3	Survey	1 Digital Copy, 1 Hard Copy
Task 3.1	Plans and Specifications	25 Copies: 5 50%, 5 Permitting, 15 Final
Task 3.2	Construction Cost Estimate	1 Digital Copy, 1 Hard Copy
Task 4	Permitting Assistance	Approved Dry-Run Plans, and Permit Applications

Schedule and Budget

Schedule

PBS&J is proposing the following schedule for this project:

<u>Task Description</u>	<u>Approximate Duration</u>
Task 2.1 Data Gathering	2 weeks
Task 2.2 Preliminary Design Report	3 weeks
<i>Preliminary Design Review</i>	1 week
Task 2.3 Survey (will be conducted concurrently with other tasks)	
Task 3.1 Plans and Specifications	16 weeks
<i>50% Design Review</i>	1 week
<i>100% Design Review</i>	1 week
Task 3.2 Construction Cost Estimate (with Final Design Submittal)	
Task 4 Permitting Assistance	<u>8 weeks</u>
Total Pre-Construction	32 weeks

Budget

PBS&J is proposing a Lump Sum Fee of \$400,000 to complete the tasks discussed above. A detailed Budget Estimate is attached for your review.

Mr. C. Samuel Kissinger
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Staffing

PBS&J is proposing to use the following persons / firms, at a minimum, for this assignment:

- Patricia Carney, Project Manager
- Jim Morris, Project Coordinator
- Herman Konrad, QA/C
- Jason Garz, Project Engineer
- CAP Engineering Consultants Inc., TBD

Exceptions

The following are not included in this proposal:

- Soil Borings (assume necessary soil borings and reports are available)
- Construction Management Services
- As-built or record drawings for this project
- Project Certification
- Certification of Site Availability
- Public Hearings
- Capital Financing Plan
- Environmental Assessments
- Value Engineering
- SRF Related Activities

We appreciate the opportunity to submit, and look forward to meeting with you to discuss this draft proposal. If you have any questions, please call me at 592-7275 ext. 531.

Sincerely,

POST, BUCKLEY, SCHUH & JERNIGAN, INC.



W. Rick Karasiewicz, P.E.
Senior Vice President

WRK/PAC/pac
C: Ron Fields, PBS&J

POST, BUCKLEY, SCHUH, & JERNIGAN, INC.

Client: Village of Key Biscayne
 Activity: Sanitary Sewer System Design
 Date of Estimate: 03/06/98
 Multipliers: Labor: 2.85
 Subconsultants: 1.00
 Expenses: 1.00

File:
 Project No:

CATEGORY	Task 1.1	Task 1.2	Task 1.3	Task 2.1	Task 2.2	Task 2.3	Task 2.4	Task 3.1	Task 3.2	Task 4	Task 5.1	Task 5.2	Task 5.3	Task 5.4	TOTAL HOURS	HOURLY RATE	BILLABLE LABOR
	Project Meetings	Design Review	QA/QC	Data Gathering	PDR	Survey	Stormwater Info	Drawings & Specifications	Construction Cost Estimate	Permitting Assistance	Pre-Bid Services	Shop Drawings	RFIs	Site Visits			
Principal in Charge	8		4		4			4		4	2	4	4		34	\$40.00	\$3,878.00
Project Manager	24	40	8	16	36	10		140	4	60	16	12	8	12	388	\$36.00	\$39,603.60
Project Engineer	24	40	16	20	120	20		320	24	60	40	200	80	72	1,038	\$28.00	\$76,767.80
Engineer	8	40	16	40	180	24		800	40	120	80	400	84	96	1,908	\$20.00	\$108,758.00
QA/QC Engineer	4		80												84	\$40.00	\$9,576.00
Technician/CAD Operator		8	16		16	40		960				24		16	1,080	\$17.50	\$53,865.00
Clerical	8	4		4	32	2		200	2	40	40	240		12	582	\$12.50	\$20,733.75
TOTAL HOURS	74	132	140	80	368	98		2,424	70	284	178	880	192	192	5,110		
TOTAL LABOR COST	\$8,085	\$9,747	\$13,292	\$5,404	\$22,960	\$5,871	\$0	\$132,012	\$4,469	\$17,898	\$9,394	\$40,504	\$12,791	\$12,038			\$313,180

ITEM	DIRECT COST SUMMARY														TOTAL			
Transportation	\$150			\$50	\$25	\$25		\$25		\$100	\$15			\$200			\$590	
Telephone/Courier/Postage	\$25		\$25	\$25	\$25	\$25		\$25	\$50	\$25	\$25	\$25	\$25	\$100			\$400	
Printing/Reprographics	\$150		\$100	\$25	\$230	\$25		\$2,000		\$25		\$100	\$25				\$2,880	
Equipment/Misc.																	\$0	
Survey						\$83,150											\$83,150	
DIRECT \$/TASK	\$325		\$125	\$100	\$280	\$83,225	\$0											
TOTAL \$/TASK	\$8,390	\$9,747	\$13,417	\$5,504	\$23,240	\$89,098	\$0	\$132,012		\$17,898	\$9,394			\$12,038			\$86,820	
																	TOTAL FEE	\$400,000

RESOLUTION NO. 2005-4

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO APPROVE A WORK AUTHORIZATION WITH POST BUCKLEY SCHUH AND JERNIGAN, INC. ("PBSJ"), PROVIDING FOR PBSJ TO RESURVEY SEWER PROJECT AREA, ADJUST PREVIOUS DESIGN OF PROPOSED SANITARY SEWER IMPROVEMENTS, PREPARE DESIGN FOR WATER LINE IMPROVEMENTS, AND PREPARE COST ESTIMATE FOR POTENTIAL WATER AND SEWER IMPROVEMENT PROJECT OF THE VILLAGE; PROVIDING FOR IMPLEMENTATION OF ENGINEERING WORK AUTHORIZED BY THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Manager has recommended that the Village Council authorize Post Buckley Schuh and Jernigan, Inc. ("PBSJ") to perform additional engineering services for the Village pursuant to the continuing contract for engineering services between the Village and PBSJ, so as to enable the Village Council to have the necessary engineering information with which to make decisions concerning the potential water and sewer improvement project of the Village; and

WHEREAS, the Village Council finds that it is in the best interest of the Village to authorize the Village Manager to arrange for PBSJ to provide the necessary engineering information as described above, including resurvey sewer project area, adjust previous design of proposed sanitary sewer improvements, prepare design for water line improvements, and prepare cost estimate.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That each of the recitals stated above is hereby adopted and confirmed.

Section 2. Survey, Study and Design Work Authorized. That the Village Manager is hereby authorized to execute a work authorization with PBSJ to obtain the above described engineering services from PBSJ, subject to approval of the Village Attorney as to form and legal sufficiency of the work authorization, and subject to the restriction that the fees and costs charged to the Village for such engineering services shall not exceed \$ 194,043.00.

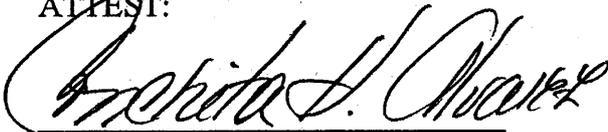
Section 3. Implementation. That the Village Manager is hereby authorized to take any and all action necessary to implement the purposes of this Resolution.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption hereof.

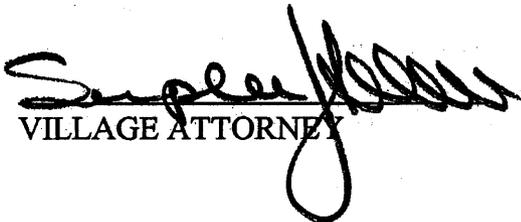
PASSED AND ADOPTED this 8th day of February, 2005.


MAYOR ROBERT OLDAKOWSKI

ATTEST:


CONCHITA H. ALVAREZ, CMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


VILLAGE ATTORNEY





An employee-owned company

Exhibit "C"

Transmitted Via: U.S. Mail/Facsimile

February 7, 2005

Ms. Jacqueline Menendez
Village Manager
Village of Key Biscayne
85 West McIntyre Street, Suite 201
Key Biscayne, FL 33149

Re: Request for Proposal
Additional Professional Services for Key Biscayne Sanitary Sewer System

File: 01-0640.00 #1

Dear Ms. Menendez:

In accordance with your request we are submitting our scope and fee proposal to provide additional Professional Services associated with the Sanitary Sewer System for the Village of Key Biscayne (the Village).

Scope of Services

Task 1 Project Control

Task 1.1 Project Meetings

PBS&J anticipates holding up to eight meetings with the Village for the various portions of this project.

Task 1.2 Design Reviews

PBS&J will provide five copies of the Plans and Specifications for the Water Main Design at 50%, 90% and 100% design for review by the Village.

Ms. Jacqueline Menendez

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February 7, 2005

Task 2 Survey Update

An update to the previous survey work will be required to support the design effort due to the amount of time that has passed since the previous survey effort. The survey update effort will consist of the following:

- Verify that all visible surface improvements from right of way line to right of way line for each survey route are in place or altered as the case may be.
- Verify those portions of the fronts of building that lie adjacent to the project route to facilitate the placement of sewer laterals.
- Confirm or obtain spot elevations in areas where apparent changes may have taken place since the last survey was conducted, as referenced to the National Geodetic Vertical Datum of 1929.

QUALIFICATIONS:

- All field and office work efforts, together with deliverables thereof, shall be performed in strict accordance with the applicable provisions of the "Minimum Technical Standards for Land Surveying in the State of Florida", pursuant to Rule 61G17-6 of the Florida Administrative Code.
- Underlying matters of title that may affect the project corridor will not be addressed.

Task 3 Cost Estimates

PBS&J will prepare updated probable project costs, as defined by the American Association of Cost Estimators. Cost Estimates will be prepared for the following:

- Initial Cost Update Based on Updated Unit Costs – This will consist of updating the unit costs used for the previous detailed estimate for the sewer project and the preliminary water main estimate. This estimate will be provided for the Village's use for the Miami-Dade's General Obligation Bond (GOB).
- Update Sewer Estimate Based on Design Changes – This will consist of updating the detailed estimate based on any changes to the sewer design.
- Water Main Estimate – Prepare detailed estimate based on water main design. It is assumed that an estimate will be provided with the 90% and 100% design submittals.

Ms. Jacqueline Menendez

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February 7, 2005

Task 4 Update Existing Utility Information

Task 4.1 Obtain Sunshine State One Call of Florida

PBS&J will contact Sunshine State One Call of Florida (SSOCOF) to obtain a design ticket for the project area and contact the utility companies identified by SSOCOF to obtain current information on existing utilities in the area.

Task 4.2 Update Utility Information on the Plans

PBS&J will update the existing utility information shown on the sanitary sewer plans based on the information provided by the utility companies.

Task 5 Revisions to Sanitary Sewer Design

PBS&J will make revisions to the sanitary sewer system design as required based on the updated utility information, as well as changes to the existing sewer system existing landscaping that have occurred since the previous design effort.

Task 6 Water Main Design

PBS&J will prepare plans and specifications (Contract Documents) for the project in accordance with the Village of Key Biscayne, Miami-Dade Water and Sewer Department (MDWASD) and Miami-Dade County Health Department requirements. It is anticipated that the plans will consist of 35 sheets consisting of a cover sheet, general notes sheet, legend and index sheet, 30 plan and profile sheets and two detail sheets.

Technical specifications for the water main work will be prepared and incorporated into the specifications previously prepared for the sanitary sewer project.

Task 7 Permitting Assistance

Task 7.1 Sewer System

Dry-run permitting for the sewer system will be required due to the time that has passed since the previous permitting effort. PBS&J will prepare the permit application for the Miami-Dade Department of Environmental Resources Management (DERM) and MDWASD on behalf of the Village, respond to Requests for Information and provide plans and dry-run permitting of the project. Any and all permit and/or permit application fees will be the responsibility of the Village.

Ms. Jacqueline Menendez
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 February 7, 2005

Task 7.2 Water Mains

PBS&J will prepare the permit application for the Miami-Dade County Health Department permit and MDWASD on behalf of the Village, respond to Requests for Information and provide plans and dry-run permitting of the project. Any and all permit and/or permit application fees will be the responsibility of the Village.

Task 8 Bid Phase Services

PBS&J will prepare bidding documents for the project, attend one pre-bid conference for the project, respond to pre-bid RFIs as required, prepare addenda as required, attend the bid opening, evaluate the bids and prepare a recommendation for award.

Deliverables

Task 3	Construction Cost Estimate	5 Copies: (1) Initial Update, (1) Sewer Update Based on Design Changes, (2) Water Mains (at 90% and 100%)
Task 6	Plans and Specifications	26 Copies: (2) 50%, (2) 90%, (2) 100%, (5) Permitting, (15) Final
Task 7	Permitting Assistance	Approved Dry-Run Plans, and Permit Applications

Schedule and Budget

Schedule

A preliminary schedule for this project is attached.

Budget

PBS&J is proposing the following fees for the tasks discussed above. All tasks are on a Lump Sum Fee basis except for Task 2. PBS&J is proposing to perform this work on a time and material basis with a cost not to exceed amount as indicated. This is due to the uncertainty of the degree of the changes that will require survey effort. If during the course of performance of the survey update as described above, changes in topography are encountered that are more extensive than anticipated, additional fees may be required to cover these additional areas. A detailed budget estimate is

Ms. Jacqueline Menendez
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attached for your review.

Task 1	\$ 23,240
Task 3	\$ 11,436
Task 4	\$ 4,896
Task 5	\$ 14,440
Task 6	\$106,072
Task 7	\$ 16,040
Task 8	\$ 14,114
Direct Expenses	<u>\$ 3,805</u>
Total (Lump Sum)	\$194,043

Task 2 (Time and Materials) \$30,000 (Cost not to Exceed)

Exceptions

The following are not included in this proposal:

- Engineering Services During Construction
- Construction Management and Inspection Services
- As-built or record drawings for this project (to be the responsibility of the Contractor)
- Capital Financing Plan
- Environmental Assessments

PBS&J appreciates the opportunity to submit this proposal and looks forward to working with the Village on this assignment. If you have any questions, please call me at (305) 514-3218.

Very Truly Yours,

PBS&J



Patricia A. Carney, P.E.
Program Manager

PAC/jrg





Project: Village of Key Biscayne Additional Professional Services Associated with Sanitary Sewer System

PROFESSIONAL LABOR		Principal	Project Manager	Senior Engineer	Engineer	Senior Cost Estimator	Cost Estimator	Draftsperson	Secretary	TOTAL HOURS PER TASK	TOTAL COST PER TASK
Task 1	Project Control										
1.1	Project Meetings		48.0	48.0						96	\$13,296.00
1.2	Design Reviews	8.0	28.0	24.0	16.0					76	\$9,944.00
Task 3	Cost Estimate										
	Update Previous Estimate					10.0	12.0			22	\$1,236.00
	Update Sewer Estimate based on Design Changes					10.0	18.0			28	\$2,734.00
	Water Main Estimate (2 assumed)					16.0	54.0			70	\$6,466.00
Task 4	Update Existing Utility Information										
4.1	One Call			2.0	8.0					10	\$710.00
4.2	Update Utility Information on Plans			10.0	24.0			28.0		62	\$4,186.00
Task 5	Revisions to Sanitary Sewer Design		10.0	40.0	80.0			60.0		190	\$14,440.00
Task 6	Water Main Design	12.0	90.0	220.0	350.0			700.0	60.0	1432	\$106,072.00
Task 7	Permitting Assistance										
7.1	Sewer System		8.0	32.0	48.0			20.0	8.0	116	\$9,364.00
7.2	Water Mains		4.0	24.0	40.0			12.0	4.0	84	\$6,676.00
Task 8	Bid Phase Services		44.0	50.0	16.0				6.0	116	\$14,114.00
Total Hours		20.0	232.0	450.0	582.0	36.0	84.0	820.0	78.0	2302	
Sub-Total - Professional Labor		\$4,220.00	\$37,584.00	\$51,750.00	\$34,920.00	\$4,464.00	\$6,972.00	\$46,740.00	\$3,588.00		\$190,238.00

Direct Expenses

(Repro./Message/Phone/Fax/Courier) @ 2 % of Professional Labor

\$ 3,805.00

TOTAL

\$194,043.00



Exhibit "D"

December 28, 2006

Ms. Jacqueline R. Menendez
Village Manager
Village of Key Biscayne
85 West McIntyre Street
Key Biscayne, FL 33149

RE: Additional Design Services and Funding and Negotiation Assistance for the Village of Key Biscayne's Sanitary Sewer System and Water Main Improvement Projects

File: 01-1588.00

Dear Ms. Menendez,

As per your request, we are submitting our scope and fee proposal to provide additional services for the Village's water and sewer projects.

Specifically, PBS&J is proposing the following be completed:

Scope of Work

Task 1 Additional Design and Permitting Services

In the original proposal dated January 25, 2005, PBS&J requested \$16,408 for revisions to the original sanitary sewer design. These funds have been exhausted due to the extent of the revisions required to the sanitary sewer system resulting from various conflicts with existing utilities, existing landscaping, design constraints provided in the existing sewer system master plan from 199x and extensive dry-run review comments from Miami-Dade Water and Sewer Department (MDWASD).

Task 2 Funding Assistance

PBS&J will assist the Village in identifying funding sources and securing these funds for use in the construction of the referenced project.

construction in a supporting role as described below:

Task 4.1 Shop Drawings and Technical Submittals

It is assumed, herein, that the Client will receive and log shop drawings and technical submittals required to be submitted by the construction contractor and will transmit copies to PBS&J. PBS&J will review and return submittals to the Client's construction manager within 15 working days of receipt. The review will be in accordance with PBS&J specifications and for conformance with the design concept and compliance with the contract documents.

Task 1.3 Request for Information

PBS&J will issue technical interpretations and clarifications of the contract documents, along with associated support materials, as requested by the construction manager. These interpretations will be rendered and a response prepared and submitted to the construction manager within one week of the construction manager's RFI. A total of approximately 100 RFI's has been assumed in development of the engineering fees.

Task 1.4 Site Visits

PBS&J engineering staff will visit the project at intervals appropriate to the various stages of construction to observe the progress and quality of work. The number of site visits was based on an estimated total construction duration of 18 months. If the construction duration exceeds 18 months or there is need for greater number of visits then an addendum to this contract for additional compensation will be required.

Schedule and Budget

Schedule

PBS&J is proposing the following schedule for this project:

<u>Task</u>	<u>Description</u>	<u>Approximate Duration</u>
Task 1.1	Draft Letter	Completed
	Request for Inclusion	Completed
Task 1.2	EPA Application for Federal Funds	Completed

Budget

PBS&J is proposing a lump sum fee not to exceed \$152,000 to complete the tasks listed in the scope above.

Ms. Jacqueline R. Menendez
Page 5
December 28, 2006

\$2 million. The design fee, based on approximately 6% of this estimate, is \$1.2 million. To date, our agreed upon budgets for the overall project is \$597,614 (\$368,500 previous design effort and \$229,114 for the current design scope). This proposal is for \$150,000 in additional fees for design and \$100,000 for ESDC. Including the proposed amounts, this results in a total of \$847,614, which is less than expected for the size of this project.

Exceptions

The following are not included in this proposal:

- Guaranties on securing funding
- Preparation of a new planning document or revisions to the existing planning document
- Travel outside of Miami-Dade, Broward and Palm Beach Counties
- As-built or record drawings for this project
- Permit fees
- Public Hearings
- Environmental Assessments
- Services Associated with Easement Acquisitions
- Construction Management and Inspection Services
- Value Engineering (VE)
- Maintenance of Traffic (MOT)
- Any additional services other than those specified herein

We appreciate the opportunity to submit this proposal, and look forward to working with the Village on this assignment. If you have any questions, please call me at 305-514-3218.

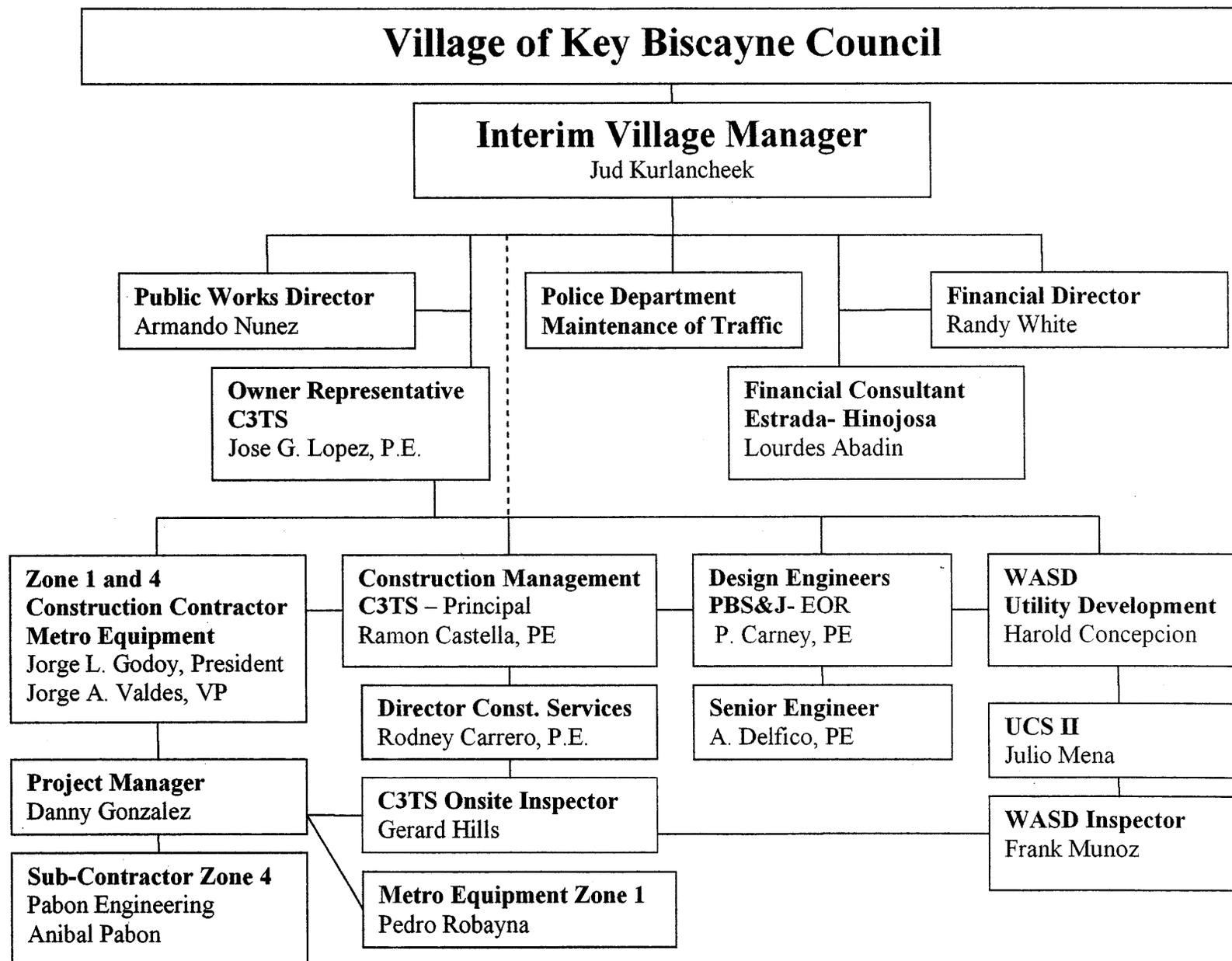
Sincerely,
PBS&J

Patricia A. Carney, P.E., DEE
Program Manager

PAC/bmg

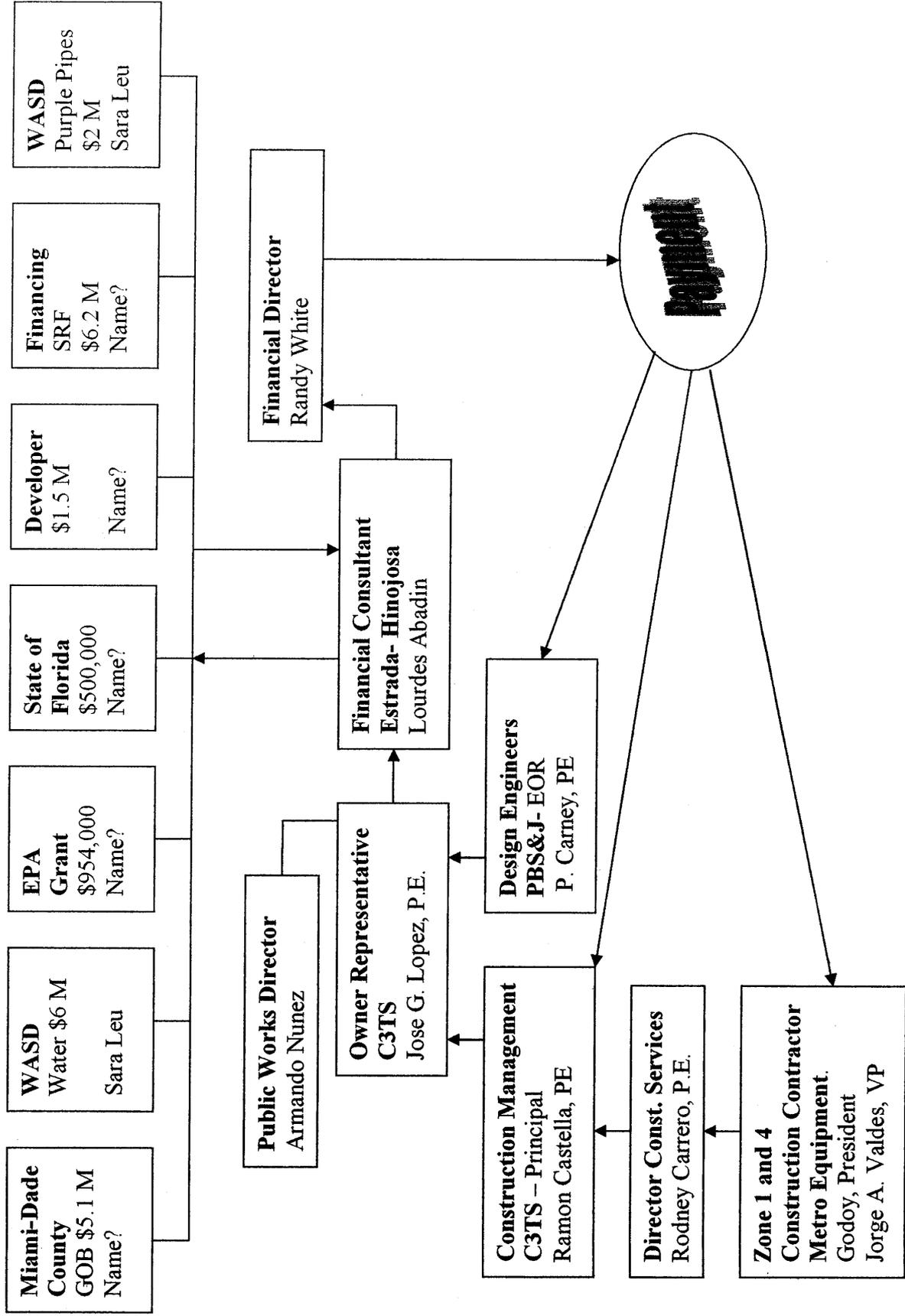
cc: Armando Nuñez, Village of Key Biscayne

Village of Key Biscayne –Water Sewer and Reclaimed Water Project



Village of Key Biscayne – Water Sewer and Reclaimed Water Project

Financial Flow Diagram





C3TS
Engineers · Architects · Planners
901 Ponce de Leon Boulevard, Suite 900 · Coral Gables, Florida 33134
Telephone No. 305.445.2900 · Facsimile 305.445.3366
e-mail c3ts@gate.net

MEMORANDUM

DATE: August 23, 2007

TO: Jud Kurlancheek, AICP
Acting Manager
Village of Key Biscayne

FROM: Ramon Castella, P.E. & Jose Lopez, P.E.

SUBJECT: Review of PBSJ Additional Services for Water & Sewer Project
C3TS Project No.: 1108-017

As per directions at the July 31, 2007 Council Meeting, we have met with PBSJ to discuss the additional costs and fees incurred by PBSJ for unanticipated scope revisions and permitting issues relating to Zone 1, 2, 3 & 4, Key Biscayne Water and Sewer Project.

We requested and received labor and cost records for this additional work and have reviewed it in detail. In our opinion, the fees for additional services being requested by PBSJ, specifically the \$150,000 for additional design and permitting services and the \$32,000 for the funding and negotiation assistance are justified. In addition, the \$100,000 requested for engineering services during construction, in our opinion are within the normal cost range for these type of services on jobs of similar scope and size.

Please note that for the requested \$150,000 of additional design and permitting services, PBSJ has already incurred cost well in excess of this amount, and they will continue to incur further cost until Zone 2 and 3 are fully permitted. They have agreed to finalize all of these services for the \$150,000 lump sum set amount.

RC/er

Type of Permit Required	Agency	Process # / Permit #	Date Submitted	Comment	Date Comments Received	Date Re-submitted	Actual Date Approved
Zone 1							
Water Main Ext.	MDWASD	07-373610/	24-Apr-06	Focus shifted to Zone 4. Called Alberto Pedrayes on Thurs. 3/15/07 at	25-Mar-06	22-Feb-07	
					26-Mar-07	17-May-07	
					15-Jun-07	20-Jul-07	
				New comments to be discussed w/ Village and WASD	23-Jul-07	8-Aug-07	
				Resubmitted with sewer plans	23-Jul-07	17-Aug-07	
				Meeting with WASD concerning new F.H.	20-Aug-07	20-Aug-07	
Gravity Sewer	MDWASD	07-373610/	24-Apr-06	Meeting with WASD concerning new F.H.	22-Aug-07	23-Aug-07	
				Focus shifted to Zone 4. Awaiting response from WASD. Called Alberto Pedrayes on Thurs. 3/15/07 at noon. Pedrayes mentioned that the plans have been with them for 20 days and it should be released to us (PBS&J) before the 30 day hold period. The mark 3	25-Mar-06	22-Feb-07	
					26-Mar-07	17-May-07	
					15-Jun-07	20-Jul-07	
				New comments to be discussed w/ Village and WASD	23-Jul-07	17-Aug-07	
					20-Aug-07	20-Aug-07	
Pump Station	MDWASD	-	24-Apr-06	Focus shifted to Zone 4	22-Aug-07	23-Aug-07	
				Focus shifted to Zone 1 water and sewer plans	24-Apr-06	19-Mar-07	
				Focus shifted to Zone 1 water and sewer plans	29-Mar-07	11-Jun-07	
					21-Jun-07		
Zone 4							
Water Main Ext.	MDWASD	DW 2006-215	16-Apr-06		17-Apr-06		5-Dec-06
					16-Oct-06		
					20-Nov-06		
Gravity Sewer	MDWASD	DS 2006-339	16-Apr-06		17-Apr-06		5-Dec-06
					16-Oct-06		
					20-Nov-06		
Zone 2/3							
Water Main Ext.	MDWASD	06-394701/	27-Jun-06	Focus shifted to Zone 1 and 4 Bid	16-Feb-07		
Gravity Sewer	MDWASD	06-394701/		Focus shifted to Zone 1 and 4 Bid. MDWASD Fee needs to be provided	16-Feb-07		
Pump Station	MDWASD	-		Focus shifted to Zone 1 and 4 Bid	16-Feb-07		
Reuse	DERM						
	MDWASD - Tech Memo			NTP 3/19			
	MDWASD Design						
DERM							
Reclaimed Water (Crandon Blvd. and West Mashta Dr.)							
Reclaimed Water (Crandon Blvd. and West Mashta Dr.)	MDWASD - Tech Memo			NTP 3/19			
	MDWASD Design	DW 2007-150	13-Jul-06				20-Jul-07
Crandon Blvd. Water, Sewer and Reclaimed Water Lines							
Water, Sewer and Reclaimed Water	MDWASD - Tech Memo			NTP 3/19			
	MDWASD Design	07-471202/	30-May-07		28-Jun-07	13-Jul-07	
				WASD comments has been addressed and plans were submitted	17-Jul-07	30-Jul-07	
				30-Jul-07	31-Jul-07	1-Aug-07	



MEMORANDUM

To: Mr. Armando Nuñez
From: Alessandra Delfico
Re: Village of Key Biscayne Proposed Sewer and Water Main Replacement
Project WASD Submissions
File: 01-1588.01 #3
Date: August 23, 2007
CC: Jose Lopez

After multiple submissions the Zone four plans were approved in November 2006. Based on the comments received from WASD regarding Zone 4 the Zone 1 plans were revised to the same format as the Zone 4 plans. However PBS&J was told by WASD plan review that the Zone 4 plans should not have been approved.

New comments were added with each resubmittal sometimes contradicting previous comments. If requested we can provide the markups from each submittal.

For instance:

- It was requested to remove the proposed water main information shown on the sanitary profiles and sanitary information from the water main profiles from the February 2007 submittal, on the July 2007 submittal it was requested to add the information back to the plans.
- Not until July 2007 was it requested that PBS&J model the entire Village water supply system and sewer system to prove the pipe sizing was adequate. WASD had previously dictated the pipe sizing.
- Requesting new water services be removed from the drawing March 2007 then later August 2007 requesting them to be shown
- Changing the standard symbol for clean outs to show that they are to be located outside the right of way, as shown on the detail.
- Changing the standard notation for Fire Hydrant connections
- Labeling details regarding the existing utilities in the profile view even though the information was from asbuilt data not verified in the field
- Rewording standard notes and changing abbreviations
- Changing line types

Some of these issues were only resolved after meeting with upper management at WASD.