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RESOLUTION NO. 08-35

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; RELATING TO PARKS AND RECREATION; APPROVING A CONTRACT WITH M.C. HARRY ASSOCIATES, INC. TO PROVIDE ARCHITECTURAL SERVICES FOR THE CORAL REEF PARK RESTROOM AND CONCESSION BUILDING; AND DISBURSE AN AMOUNT NOT TO EXCEED \$58,642; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Village Council wishes to begin Phase II of capital improvements at Coral Reef Park in accordance with the Parks Master Plan; and

WHEREAS, a list of capital projects and priorities was developed; and

WHEREAS, the firm of M.C. Harry Associates, Inc. was selected to provide architectural and engineering services for the concession; and

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

Section 1. Authorizing the Village Manager to enter into agreement with M.C. Harry Associates, Inc

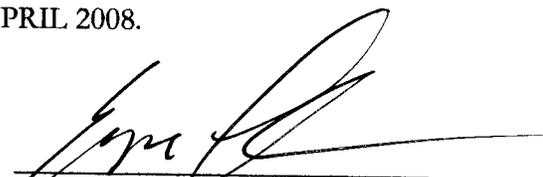
Section 2. Authorizing the Village Manager to disburse an amount not to exceed \$58,642.

Section 3. This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 7th day of , APRIL 2008.

Attest:


Meighan Rader
Village Clerk


Eugene P. Flinn, Jr.
Mayor

APPROVED AS TO FORM:


Eve Boutsis
Village Attorney

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FINAL VOTE AT ADOPTION:

Mayor Eugene P. Flinn, Jr.	<u>YES</u>
Vice Mayor Linda Robinson	<u>YES</u>
Council Member Ed Feller	<u>YES</u>
Council Member Paul Neidhart	<u>YES</u>
Council Member Shelley Stanczyk	<u>YES</u>

EXHIBIT 1

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RESOLUTION NO. 07-67

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; RELATING TO PARKS AND RECREATION; ESTABLISHING PRIORITIES FOR ENHANCEMENTS AND PROJECTS AT CORAL REEF PARK; FURTHER AUTHORIZING THE VILLAGE MANAGER TO SEEK COST ESTIMATES FOR DRAINAGE IMPROVEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Palmetto Bay had contracted with Bermello, Ajamil and Partners to provide a Parks Master Plan; and

WHEREAS, project recommendations have been made for Coral Reef Park; and

WHEREAS, some of these projects have been completed; and

WHEREAS, priorities need to be established pertaining to the remaining projects, including grant funding projects and approved items in the form of capital and/or funded projects; and

WHEREAS, in addition to these projects, the Council recognizes the need for cost estimates for drainage improvements on the eastern sections of Coral Reef Park; and

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

- Section 1. The top three priorities for Coral Reef Park are as follows:
1. Enhancement and expansion of walking/jogging path throughout the park;
 2. New Concession stand and restrooms; and
 3. Enhancement of fields.

Section 2. Authorize the manager to seek cost estimates for the top three priorities and the drainage improvements on the eastern sections of Coral Reef Park.

Section 3. This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 11th day of June, 2007.

Attest:


Meighan Rader
Village Clerk


Eugene P. Flinn, Jr.
Mayor

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APPROVED AS TO FORM:



Eve Boutsis,
Village Attorney

FINAL VOTE AT ADOPTION:

- Council Member Ed Feller YES
- Council Member Paul Neidhart YES
- Council Member Shelley Stanczyk YES
- Vice Mayor Linda Robinson YES
- Mayor Eugene P. Flinn, Jr. YES

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EXHIBIT 2

March 12, 2008

MCHarry Associates, Inc.
 2780 SW Douglas Road
 Miami, Florida 33133
 305-445-3765

Village of Palmetto Bay
 Ron E. Williams, Village Manager
 8950 SW 152nd Street
 Village of Palmetto Bay, Florida 33157

Re: AE Services Coral Reef Park - Concession and Restroom Building

Dear Mr. Williams:

We are pleased to have been selected to provide professional Architectural and Engineering services on the above referenced project. We submit herewith for your consideration, our lump sum fee proposal for basic service tasks based on our estimate of man-hour labor shown below.

We understand that the Village wants to add facilities at Coral Reef Park to accommodate additional public restrooms, park storage, and space for a concession. The location within the park will be near the existing two storage buildings. It is assumed that this will be either a renovation/expansion or a new free standing building to accomplish these functions. Sewer: it is assumed that there is an existing sewer connection to the current concession, but the Village would want to consider adding a separate greasy waste system and grease interceptor. It is assumed that this program will require a about of 1,500 - 2,000 sf.

We will study alternative design approaches, develop a final design for approval, We will then prepare construction documents, assist the Village with obtaining competitive bids, and will provide normal Basic Services Construction Administration per the terms of our AE contract for services.

The following is an estimate of man-hours by discipline, and task as the basis for the LUMP SUM fee proposed.

Estimate of man-hours by discipline; basis of LUMP SUM fee.

Totals By Phase			Design Development	Contract Documents	Bidding Phase	Construction Admin NTE 26 weeks
Task						
Architectural	356	Hrs	54	165	17	120
	\$28,806	Fee	\$4,422	\$12,835	\$1,466	\$10,083
Structural Engineering	89	Hrs	13	51	0	25
	\$7,306	Fee	\$1,081	\$4,313	\$0	\$1,911
Mechanical/Electrical	96	Hrs	13	56	0	27
	\$8,063	Fee	\$1,118	\$4,914	\$0	\$2,031
Landscape	0	Hrs	0	0	0	0
	\$0	Fee	\$0	\$0.00	\$0.00	\$0.00
Civil	140	Hrs	29	84	0	27
	\$14,468	Fee	\$2,956	\$8,664	\$0.00	\$2,848
Sub-Total Hrs	681		109	356	17	199
Sub-Total Fee \$\$	\$58,642		\$9,577	\$30,726	\$1,466	\$16,872
			Total Basic Service Fee = \$			58,642
			Total Estimated Hours =			681



James W. Piersol, AIA

PROJECT AGREEMENT

Between

VILLAGE OF PALMETTO BAY, FLORIDA

And

M. C. Harry and Associates, Inc.

for

Work Authorization No. 02

Coral Reef Park- RESTROOM AND CONCESSION BUILDING

PROJECT AGREEMENT
Between

THE VILLAGE OF PALMETTO BAY, FLORIDA

And

M. C. Harry and Associates, Inc.

For

Work Authorization No. 02

Coral Reef Park– RESTROOM AND CONCESSION BUILDING

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 **M. C. Harry and Associates, Inc.** ("consultant") dated April 7, 2006, 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 architectural and 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:

Construction Documents (plans and specifications) for construction of the Project (specific interim deliverables shall be as defined in Exhibit "2" attached hereto).

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 until completion of the project, unless otherwise terminated pursuant to section 4 or other applicable provisions of this project agreement. The Village manager, in his sole discretion, may extend the term of this agreement through written notification to the consultant. The extension shall not exceed 30 days. No further extensions of this agreement shall be effective unless authorized by the Village council.

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

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the consultant shall commence services to the Village on the Commencement Date, and shall continuously perform services to the Village, without interruption, in accordance with the time frames set forth in the "Project Schedule," 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" a total Lump Sum Fee of \$58,642.00 pursuant to the Payment Schedule as defined and set forth in Exhibit "3" attached hereto and made a part hereof (the "Payment Schedule").

4.2 **Reimbursable Expenses.** The following expenses in addition to the fee and 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 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:

M. C. Harry and Associates, Inc.

By: _____
James W. Piersol, AIA
Principal

Date: _____

WITNESSES:

Print Name: Thomas M. Carlson, AIA

Print Name: Lourdes Solera, AIA

Exhibit "1"

Project Description

We understand that the Village wants to add facilities at Coral Reef Park to accommodate additional public restrooms, park storage, and space for a concession. The location within the park will be near the existing two storage buildings.

It is assumed that this will be either a renovation/expansion or a new free standing building to accomplish these functions. Sewer: it is assumed that there is an existing sewer connection to the current concession, but the Village would want to consider adding a separate greasy waste system and grease interceptor. It is assumed that this program will require a about of 1,500 - 2,000 sf.

We will study alternative design approaches, develop a final design for approval, We will then prepare construction documents, assist the Village with obtaining competitive bids, and will provide normal Basic Services Construction Administration per the terms of our AE contract for services.

Exhibit "2"

Scope of Services and Project Schedule

The scope is to provide design services associated with the Package to include the following BASIC SERVICES tasks and responsibilities (Phase 1 through 4):

1.1 Phase 1 – Final Design 9 Calendar Days

CONSULTANT shall meet with the VILLAGE to review the program needs and concepts;

CONSULTANT shall review concept plans against current codes and regulations, and shall document any changes recommended

CONSULTANT shall document the proposed changes through mark-ups of the drawings, and with a narrative report detailing the changes recommended.

The VILLAGE shall review and approve the proposed changes to establish a mutually agreed upon scope that will meet the budget.

The deliverables will include an annotated set of plans; report narrative documenting all of the proposed changes and the cost estimate documenting the assumptions. Up to 4 sets will be duplicated and provided.

1.2 Phase 2 – Construction Documents: 61 Calendar Day

Final Construction Plans & Specifications – From the revised design documents, prepare a final construction documents package to include A/S/M/E/P disciplines; prepare final technical specifications; Plans shall include typical documents required for issuance of a building permit (plans; sections; elevations; details; life safety plan; code summary documentation)

CONSULTANT shall submit 90% complete construction documents and specifications for review; updated cost estimate; attend one review meeting with the VILLAGE and revise drawings per one set of agreed upon comments;

CONSULTANT shall update the construction documents with agreed upon comments and comments received from the permitting authorities and shall

submit ready to advertise (RTA) version of Final Construction (Bid) Documents and copies for project team use.

CONSULTANT shall provide an updated Cost Estimate (statement of probable cost);

Deliverables: 4 sets of 90% set of construction drawings; specifications and cost estimate distributed as printed sets. Drawing sets can be either full size or half size. 4 sets of 100% RTA construction documents.

1.3 Phase 3 Building Permitting (simultaneous w. bidding)

CONSULTANT shall assist with preparing the building permit applications and supporting documentation; submit applications to agencies; prepare and submit responses to requests for information (RFI's) from each agency; and shall modify the documents as necessary.

This task will start within 7 days of completion of the 90% Construction Documents submittal.

Deliverables: 2 sets of 100% RTA construction documents signed and sealed by the professional of record.

1.4 Phase 4: Bidding Phase Assistance 48 Calendar Days

Bidding Phase Assistance – CONSULTANT shall Assist the VILLAGE in the development of one (1) Bid Package; assist VILLAGE in responding to a reasonable amount of written RFI's from Bidders and in preparing up to two addenda; assist VILLAGE with one (1) pre-bid meeting with potential bidders; review the qualifications of the low responsive bidder and, if required, provide a written letter report to the VILLAGE.

1.5 Phase 5 Administration of the Construction Contract: 220 Calendar Days

- 1) The Construction Phase shall begin with a Notice to Proceed issued to the contractor and shall end when the final Payment Certificate is approved by the VILLAGE. During this period, the Architect shall provide administration of the Construction Contract as set forth in the General and Supplementary Conditions of the Construction Contract.

- 2) The Architect and Project Manager, as the representatives of the Owner during the Construction Phase, shall advise and consult with the Owner and shall have authority to act on behalf of the Owner to the extent provided in the General Conditions and the Supplementary Conditions of the Construction Contract.
- 3) The Architect shall visit the site at least bi-weekly and at all key construction events, to ascertain the progress of the Project and to determine in general if the Work is proceeding in accordance with the Contract Documents. The Architect shall notify the Owner in writing of any non-compliant work discovered during the site observations. The Architect will not be required to make extensive inspections or provide continuous daily on-site inspections to check the quality or quantity of the Work unless otherwise set forth in this Agreement. The Architect will not be held responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor will the Architect be held responsible for the Contractor's or Subcontractors', or any of their agents' or employees', failure to perform the Work in accordance with the Contract Documents.
- 4) The Architect shall furnish the Owner with a written report of all observations of the Work made by the Architect during each visit to the Project.
- 5) The Architect shall perform the basic service requirements as required by the approved General Conditions and Technical Specifications, including: Review and approve shop drawings; Review and recommend monthly payment applications for the Contractor; periodic site visits; Substantial Completion inspection of the Project; Issue a punch list of any defects and discrepancies in the Work Recommend issuance of a Certificate of Final Acceptance and final payment to the CONTRACTOR.

Additional Services: the tasks as listed below are considered to be beyond the scope of the Basic Services as defined in this Agreement, and if authorized by the written authorization, shall be compensated at either a mutually agreed lump sum fee or hourly rate as provided herein.

1. Financial feasibility, life cycle costing, or other special studies.
2. Design services relative to future facilities, systems and equipment which are not intended to be constructed as part of a specific project.
3. Detailed Estimates of Construction Cost prepared by an independent professional cost estimator; consisting of quantity surveys itemizing all material, equipment and labor required for a project. (cost estimates prepared by the Consultant are included)
4. Interior design services required for or in connection with the selection of furniture or furnishings.
5. The services of one or more full-time Project Field Representatives during construction.
6. Making major revisions changing the scope of the Project due to causes beyond the control of the Architect. (Major revisions are defined as those changing the scope and arrangement of spaces and/or scheme or any portion thereof.)
7. Any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural/engineering practice related directly to architecture, engineering, design and construction of the Project.
8. Special Inspections or Inspectors required during construction.
9. Topographical surveys of the property;
10. Geotechnical engineering (soil borings) and soils reports.
11. Material Testing costs.
12. Additional contract administration, should the time required of Architect exceed the Contract Time for the Work by more than 5%, and only if the delay is beyond the control of the Architect.

EXHIBIT "3"

Payment Schedule

Fees shall be earned proportional to the tasks and phases as completed. CONSULTANT shall invoice the VILLAGE monthly as a percentage of the task/phase completed based on the following schedule:

Phase 1	Design	\$9,577
Phase 2	Contract Documents	\$29,726
Phase 3	Permitting	\$1,000
Phase 4	Bidding Phase	\$1,466
Phase 5	Construction Administration	\$16,872
Total Lump Sum Fee for Basic Services		\$58,642

Fees for additional services if needed and authorized shall be based on the following
CONSULTANT'S BILLING RATE

Note: Hourly fees are based on 2.75 multiple of direct salary

Principal	\$ 180.00
Senior Project Manager	\$ 132.00
Project Manager/Project Architect	\$ 95.00
Architect	\$ 126.00
Senior Technician/Designer	\$ 94.00
Architectural Designer/Drafter:	\$ 56.00
Administrative	\$ 57.00