

RESOLUTION NO. 06- 05

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A CONTRACT WITH KIMLEY-HORN AND ASSOCIATES FOR THE PROVISION OF GEOTECHNICAL SERVICES FOR PERRINE PARK; AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER FOR THE AMOUNT OF \$11,000; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Council recently selected the firm of Bermello-Ajamil and Partners to provide design services for the expansion of the future Palmetto Bay Commons, home of Perrine Park; and

WHEREAS, the design process is well underway and the Village is looking at a ribbon-cutting ceremony for the Boundless Playground to occur later this year; and

WHEREAS, the site requires geotechnical testing before proceeding with the design process in order to assess its subsurface conditions; and

WHEREAS, Staff requested cost proposals from all firms currently under retainer and received a response from Kimley-Horn and Associates indicating that they will provide the service at a cost not to exceed \$11,000; and

WHEREAS, we look forward to the upcoming enhancements at Perrine Park, such as the Boundless Playground, softball fields, skate plaza, enhanced landscaping and expanded parking; and

WHEREAS, These enhancements will not only reflect the vision of the Parks Master Plan but significantly improve the quality of life for our residents; and

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

Section 1. Authorize Village Manager to execute a contract with Kimley-Horn and Associates for the provision of geotechnical services for Perrine Park.

Section 2. Authorize the Village Manager to issue a purchase order for the amount of \$11,000.

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

PASSED and ADOPTED this 9th day of January, 2006.

Attest:


Meighan Pier
Village Clerk


Eugene P. Flinn, Jr.
Mayor

APPROVED AS TO FORM:


Eve Boutsis,
Village Attorney

FINAL VOTE AT ADOPTION:

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

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EXHIBIT "B"

PROJECT AGREEMENT

Between

VILLAGE OF PALMETTO BAY, FLORIDA

And

Kimley-Horn and Associates, Inc.

for

Work Authorization No. 05-01

Geotechnical Services for Perrine Youth Center

PROJECT AGREEMENT

Between

THE VILLAGE OF PALMETTO BAY, FLORIDA

And

Kimley-Horn and Associates, Inc.

For

Work Authorization No. 05-01

Geotechnical Services for Perrine Youth Center

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 Kimley-Horn and Associates, Inc., ("CONSULTANT" or "ENGINEER") dated December 09, 2003, this project agreement authorizes the CONSULTANT to provide the services as set forth below:

The VILLAGE and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide engineering services to the VILLAGE for the project as described in the "Project Description" attached as Exhibit "1."

1.2 The "Scope of Services and Project Schedule" and tasks to be provided by the CONSULTANT for this project are those services and tasks as listed in Exhibit "2."

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. The changes must be contained in a written change order executed by the parties in accordance with the provisions of the continuing services agreement, prior to any deviation from the terms of the project agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

As part of the Scope of Services and Project Schedule, the CONSULTANT shall provide to the VILLAGE the following Deliverables:

See Scope of Services in Attachments EXHIBIT "2"

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

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

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform services to the VILLAGE, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this agreement as Exhibit "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" \$11,000.00. [OR, IF HOURLY, "VILLAGE AGREES TO PAY CONSULTANT COMPENSATION AT CONSULTANT'S HOURLY RATES, UP TO A MAXIMUM AMOUNT NOT TO EXCEED \$_____.]

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

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices

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

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

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

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

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

5.5 **Final Payment.** Submission of the CONSULTANT's invoice for final payment and reimbursement shall constitute the CONSULTANT's representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its CONSULTANT's, 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 subconsultant's, 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 costs incurred in replacing CONSULTANT for this project agreement. In the event that the CONSULTANT is terminated by the VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that the termination was without cause, the termination shall thereupon be deemed a termination for convenience under section 6.2 of this project agreement and the provision of section 6.2 shall apply.

6.2 **For Convenience.** This project agreement may be terminated by the VILLAGE for convenience upon 14 days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further obligations in connection with the project and shall, to the extent possible, terminate any outstanding sub CONSULTANT 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 subconsultant'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 December 09, 2003 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: _____
Charles Scurr, VILLAGE Manager

Date: _____

APPROVED AS TO FORM:

VILLAGE Attorney

ATTEST:

Kirley-Horn and Associates, Inc.

By: Gary R. Ratay
Gary R. Ratay, P.E.
Associate

Date: 12/15/05

WITNESSES:

Print Name: _____

Print Name: _____

Exhibit "1"**Project Description**

The VILLAGE requested geotechnical services associated with the future construction of a tennis court, multi-purpose court, restroom/shelter, recreation building, tot lot and baseball field at the Perrine Youth Center. The details of the scope are discussed in Exhibit 2 Project Scope and Project Schedule. The work as described in Exhibit 2 will be performed by our sub consultant Tierra, Inc.



EXHIBIT "2"
SCOPE OF SERVICES
AND PROJECT SCHEDULE

December 9, 2005

Kimley-Horn & Associates, Inc.
5100 N.W. 33rd Ave.; Suite 157
Fort Lauderdale, FL 33309

Attn: Mr. Gary Ratay, P.E.

Re: **Proposal for Geotechnical Services**
Perrine Youth Center
Palmetto Bay, Florida
Tierra Proposal No.: 0511-503

Dear Ms. McCoy:

As requested, Tierra, Inc. is pleased to submit this proposal for the above-referenced project. It is our understanding that the project will include construction of a tennis court, multi-purpose court, restroom/shelter, recreation building, Tot Lot and baseball field. This proposal includes an outline of our proposed scope of work, an estimate of the total fees, and our anticipated schedule for completion of the work.

PROPOSED SCOPE OF WORK

The scope services for the project are based drawing provided by Bermello, Ajamil & Partners, Inc. and scope services outline in you fax dated November 14, 2005.

- 1) High Mast Lightings – three were identified on the drawing. We proposed to drill three (3) SPT borings to a depth of 50 feet
- 2) Buildings and shelters – one 2000 square feet building and two shelters were identified in the drawings. We proposed to drill four (4) borings to a depth 15 feet.
- 3) Two acres of playing is identified in the drawing, as requested we will drill 6 auger borings to a depth of 5 feet, 2 auger borings to depth of 20 feet, 2 field Permeability tests, and 2 Percolation/infiltration tests.

Within the borings, undisturbed sample collection will be performed in general accordance with the requirements of ASTM D 1587, respectively. Borings will be approximately located in the field by our personnel by measuring distances with a tape from known reference points. We assume that

others will identify any underground utilities existing in the exploratory area. Elevations at boring locations can be interpreted from topographic plans if furnished by others.

Upon completion of the field exploration, laboratory testing will be performed on selected samples. The study will be summarized in accordance with the FDOT's Soil and Foundation Manual, 2000.

A geotechnical engineer will evaluate the results of all drilling and laboratory testing. A report will be issued that contains the exploration data, a discussion of the site and subsurface conditions, recommendations for foundation design, and a discussion of some construction considerations.

ESTIMATED FEES

It is proposed that the fee for the performance of the services outlined above is determined on a unit price basis in accordance with the attached Fee Schedule and that the work be performed pursuant to Tierra's General Conditions enclosed herewith and incorporated into this proposal. On the basis of the proposed quantities, it is estimated that the total fee will be approximately \$9,815.

Our estimate covers the work needed to present our findings and recommendations in a formal report. Not included are reviews of foundation drawings, preparation of construction specifications, special conferences and any other work requested after submittal of our report.

This estimated fee assumes that the site is readily accessible to our truck-mounted drilling equipment. Any bulldozer or wrecker services required to provide access pathways or mobility assistance to our truck-mounted drill rig are not included in this proposal.

Boring, sampling, and testing requirements are a function of the subsurface conditions encountered. Therefore, the estimated fee previously indicated is approximate, and compensation for the exploration will be based on the actual work and tests performed. We will endeavor to keep the exploration cost at a minimum consisting with good engineering practice.

SCHEDULE AND AUTHORIZATION

Tierra will proceed with the work after receipt of a signed copy of this proposal. With our present schedule, we can commence work within several days of project approval (weather permitting) and

fieldwork will take about 4 days to complete. The written report can be submitted about 5 to 7 days after completion of the field exploration, depending on the extent of the laboratory-testing program. Verbal preliminary recommendations can be made to appropriate parties prior to submittal of the written report.

We at Tierra, Inc. appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you should have any questions concerning our proposal, please contact our office.

Respectfully submitted,

TIERRA, INC.


Raj Krishnasamy, P.E.
Vice President

Attachments: - Fee Estimate

AUTHORIZED BY:	INVOICE TO:
Name:	Firm:
Title:	Name:
Date:	Address:

TIERRA, INC.
ATTACHMENT
FEE SCHEDULE FOR GEOTECHNICAL SERVICES

	Unit	# of Units	Unit Price		Total
I. FIELD INVESTIGATION					
Mobilization of Men and Equipment Truck-Mounted Equipment	Trip	1	\$	350.00	\$ 350.00
Standard Penetration Test Borings (By Truck-Mounted Equipment)					
0 - 50 ft depth	L.F.	210	\$	11.00	\$ 2,310.00
50 - 100 ft depth	L.F.	0	\$	14.00	\$ 0.00
Grout-Seal Boreholes (By Truck-Mounted Equipment)					
0 - 50 ft depth	L.F.	210	\$	4.50	\$ 945.00
50 - 100 ft depth	L.F.	0	\$	5.00	\$ 0.00
Casing Allowance (By Truck-Mounted Equipment)					
0 - 50 ft depth	L.F.	150	\$	6.00	\$ 900.00
50 - 100 ft depth	L.F.	0	\$	8.00	\$ 0.00
Rock Coring (Structures) (By Truck-Mounted Equipment)					
0 - 50 ft deep	L.F.	0	\$	30.00	\$ 0.00
50 - 100 ft deep	L.F.	0	\$	36.00	\$ 0.00
Borehole Permeability Tests	Test	2	\$	350.00	\$ 700.00
Traffic Control (1-man crew with safety equipments)	Day	0	\$	800.00	\$ 0.00
Augur Borings (Field)	L.F.	70	\$	8.00	\$ 560.00
Extra Split Spoon Samples	Each	0	\$	30.00	\$ 0.00
Hand Muck Probes (2-man crew)	Day	0	\$	800.00	\$ 0.00
Double Ring Infiltration Test	Test	2	\$	500.00	\$ 1,000.00
Pavement Cores, Asphalt	Each	0	\$	85.00	\$ 0.00
Core Machine Rental	Day	0	\$	300.00	\$ 0.00
II. LABORATORY TESTING					
Visual Examination by Project Engineer	Hour	4	\$	65.00	\$ 260.00
Natural Moisture Content Tests	Test	4	\$	10.00	\$ 40.00
Grain-Size Analysis - Full Gradation	Test	4	\$	60.00	\$ 240.00

TIERRA, INC.
ATTACHMENT
FEE SCHEDULE FOR GEOTECHNICAL SERVICES

	Unit	# of Units	Unit Price	Total
Grain-Size Analysis - Single Sieve	Test	0	\$ 25.00	\$ 0.00
Organic Content Tests	Test	4	\$ 35.00	\$ 140.00
Atterberg Limit Tests	Test	2	\$ 75.00	\$ 150.00
Environmental Tests (pH, sulfates, chlorides, resistivity)	Set	0	\$ 185.00	\$ 0.00
LBR Test	Test	0	\$ 250.00	\$ 0.00
III. FIELD ENGINEERING AND TECHNICAL SERVICES				
Site Recon./Utility Coordination/Traffic Control				
Sr. Engineering Technician	Hour	8	\$ 55.00	\$ 440.00
Engineering Technician	Hour	0	\$ 45.00	\$ 0.00
IIIA. ENGINEERING AND TECHNICAL SERVICES				
Principal Engineer	Hour	4	\$ 100.00	\$ 400.00
Senior Geotechnical Engineer	Hour	12	\$ 85.00	\$ 1,020.00
Project Engineer	Hour	0	\$ 75.00	\$ 0.00
Draftsperson	Hour	8	\$ 45.00	\$ 360.00
Administrative Assistant	Hour	0	\$ 40.00	\$ 0.00
TOTAL FEE FOR GEOTECHNICAL SERVICES				\$ 9,815.00

EXHIBIT "3"

Payment Schedule

On the basis of the proposed quantities, the CONSULTANT will complete this scope of services for the lump sum amount of \$11,000.00.

Consultant Fee for Contract Administration	\$1,185.00
Sub Consultant Fee for Geotechnical Services	<u>\$9,815.00</u>
TOTAL FEE	\$11,000.00