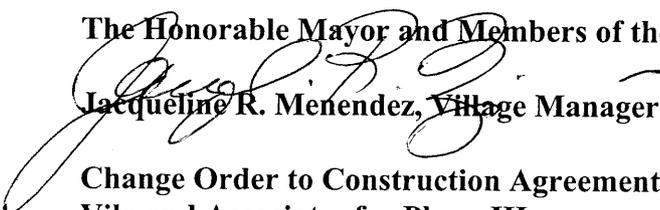


M e m o

DT: October 3, 2006

TO: The Honorable Mayor and Members of the Village Council

FR:  Jacqueline R. Menendez, Village Manager

RE: Change Order to Construction Agreement for Crandon Boulevard with M. Vila and Associates for Phase III

RECOMMENDATION:

Council approval of the attached Change Order to M. Vila for Phase III Crandon is hereby recommended. The Change Order will facilitate the completion of the Crandon Master Plan within the next 12 to 14 months. The C.O. adds additional specific tasks to the existing scope of work being performed by M. Vila to the Crandon Boulevard Project, at a similar rate of compensation, adjusted for market conditions, as is currently payable for the services of M. Vila as set forth in their existing contract.

BACKGROUND:

The initial Scope of Work for performance of Phase III was publicly bid out with only one non responsive bid having been received by the Village. Extensive scope review of Phase III by the Village consultants, C3TS and Skyline Management Group, was focused primarily on the reduction of cost while maintaining the original Master Plan scope. The non responsive bid exceeded \$6 million; the negotiated C.O. for M. Vila is \$4.8 million. It is necessary to supplement and update the scope of work to include the change order noted in the recommendation above.

Funding for this project is provided by Miami-Dade County toll revenues and two FDOT grants.

Please contact me if there are any questions on this matter.

cc: Village Attorney
Paul Abbott, Skyline Management Group, Inc.
Ramon Castella, C3TS

RESOLUTION NO. 2006-

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING CHANGE ORDER FOR CONSTRUCTION CONTRACT BETWEEN THE VILLAGE AND M. VILA AND ASSOCIATES, INC., IN ORDER TO PROVIDE FOR CRANDON BOULEVARD IMPROVEMENTS – PHASE III; PROVIDING FOR APPROVAL OF CHANGE ORDER TO EARLIER PHASE CONTRACT FOR CONSTRUCTION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR EFFECTIVE DATE.

WHEREAS, pursuant to public bidding process, the Village previously entered into a contract for construction of Crandon Boulevard Improvements – Phase II with M. Vila and Associates, Inc.; and

WHEREAS, subsequently, the Village solicited competitive bids for the construction of Crandon Boulevard Improvements – Phase III (the “Project”); and

WHEREAS, no responsive bid was received by the Village concerning the construction of Crandon Boulevard Improvements – Phase III, with the only bid submitted having been found by the Project Engineer to be non-responsive and having herein been rejected as irregular and non-responsive by this Council, for failure of such bid to list the subcontractors which are necessary for electrical – signalization work and for irrigation – landscaping work, both being essential specialty contractor components of the Project; and

WHEREAS, pursuant to Section 255.20(1)(c)(2), Florida Statutes, the mandatory competitive bidding requirements of that statute are rendered non-applicable where, as here, competitive bids are solicited but no responsive bid is received; and

WHEREAS, further, the Village Council finds, upon advice of the Village Attorney, that the Village Council may waive the competitive bidding required by the Village Code pursuant to Village

Code Section 2-85, upon the Council finding, as is hereby found, that it is impractical to again apply such competitive bidding procedures in light of the need to expeditiously commence and complete the Crandon Boulevard Improvements – Phase III, and that further efforts at competitive bidding are not otherwise mandated by state law, as described above; and

WHEREAS, the Village Project Engineer and Owner’s Representative have successfully negotiated a proposed change order with M. Vila and Associates, Inc., the Crandon Boulevard Improvements – Phase II contractor (the “Contractor”), for the extension of the services of the Contractor for the Crandon Boulevard Improvements – Phase III, as described herein; and

WHEREAS, the Village Council finds that it is in the best interest of the Village to proceed as indicated in this Resolution.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAIYNE, FLORIDA, AS FOLLOWS:

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

Section 2. Agreement Approved, Specification of Funds, Conditions.

A. **Change Order Approved:** That the Change Order to the Contract for Construction (the “Agreement”), in substantially the form attached hereto, between the Contractor and the Village for construction of the Project is hereby approved, and the Village Manager is hereby authorized to execute the Agreement on behalf of the Village, once approved as to form and legal sufficiency by the Village Attorney, and subject to the provisions and conditions of this Resolution.

B. **Funding Source:** That funding for the Project shall be provided in accordance with the Village Manager’s Memorandum which accompanies this Resolution. The initial financing for

the Project shall be pursuant to funds borrowed by the Village pursuant to borrowing Ordinance and the implementing loan Resolution applicable to such borrowing Ordinance, pending the receipt of County funds by the Village from toll revenues provided pursuant to Section 338.165, Florida Statutes, with such County funds to be utilized for the payment of the annual debt service on the applicable loan.

C. **Conditions:** That the Agreement shall be subject to the condition precedent that Village funds are available and budgeted for the accomplishment of the Work for this Project, and that the Village secures and obtains any necessary loans for the accomplishment of this Project pursuant to a borrowing enabling Ordinance and any loan implementing Resolution adopted by the Village Council. Further, the approval of the Agreement shall be subject to the following conditions, which shall be incorporated into the Agreement by reference, as follows:

- (i) Contractor agrees that in the event that a referendum or initiative measure is adopted at an election by the majority of the electors of the Village voting on such measure, which repeals the Village's June 27, 2006, Crandon Boulevard Improvements-Phase III Capital Project Authorizing Ordinance (Ordinance No. 2006-4) or otherwise operates to prohibit the construction of the Project in accordance with the Plans; the Village Council shall have the authority, within thirty (30) days after any such event, to terminate the Contract by providing written notice of termination to the Contractor. In the event of such termination, the Village shall not be liable to Contractor for payment of any supplemental compensation, penalties, damages, loss of profits, termination fee or demobilization fee as a result of such termination, and the Contractor shall only be paid by the Village in accordance with the Contract, for the portion of the Work for the Project which has been performed by Contractor up to the time of notice of termination of the Contract. The Contractor shall be entitled to recover from the Village payment for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, and profit earned on the Project prior to the date of termination.
- (ii) In the event that a referendum or initiative measure is adopted at an election by the majority of the electors of the Village voting on such measure, which repeals the Village's anticipated Crandon Boulevard Improvements-Phase III

Revenue Bond Loan Ordinance or otherwise operates to prohibit the financing for the construction of the Project in accordance with the Plans; the Village Council shall have the authority, within thirty (30) days after any such event, to terminate the Contract by providing written notice of termination to the Contractor. In the event of such termination, the Village shall not be liable to Contractor for payment of any compensation, penalties, damages, loss of profits, termination fee or demobilization fee as a result of such termination, and the Contractor shall only be paid by the Village in accordance with the Contract, for the portion of the Work of the Project which has been performed by Contractor up to the time of notice of termination of the Contract. The Contractor shall be entitled to recover from the Village payment for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, and profit earned on the Project prior to the date of termination.

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

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

PASSED AND ADOPTED this ____ day of _____, 2006.

MAYOR ROBERT OLDAKOWSKI

ATTEST:

CONCHITA H. ALVAREZ, CMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

VILLAGE ATTORNEY

CHANGE ORDER

NO. 2

Project: Crandon Boulevard Improvements Phases II / III	Date of Issuance: 10-Oct-06
Owner: Village of Key Biscayne 88 West McIntyre Street Key Biscayne, Florida 33149	
Contractor: M. Vila & Associates, Inc. 12097 NW 98th Avenue Hialeah Gardens, Florida 33018	Engineer: Corzo Castella Carballo Thompson Salman, P.A. 901 Ponce de Leon Boulevard, Suite 900 Coral Gables, FL 33134
Contract for: Project involves full streetscape construction including drainage, curbin, sidewalks, paver installation, landscaping, irrigation, signalization modifications, bus shelters, and electrical work.	Engineer's Project No.: 01108-007/010

You are hereby directed to make the following changes in the Contract Documents:

Description:

Add Phase III Crandon Boulevard Improvements (Project No. 01108-010 - including Addendum No. 1) to the contract. This change order is subject to each of the conditions which are expressly stated in the Village Council Resolution which approved this Change Order, as if set out in full herein.

Summary of Additional Work:

Work for this Change Order comprises work to be performed on the project entitled: Crandon Boulevard Improvements - Phase III (Project No. 01108-010-including all of Addendum #1, except for sidewalk art at seven miniplazas) from Bill Baggs Cape Florida State Park to Galen Drive/McIntyre Street, Key Biscayne, Florida, as shown, described, and detailed within the project manual and on the project plans and specifications. The improvements include pavement widening, curb and gutter, drainage modifications, sidewalk, pavers, asphalt resurfacing, signalization, lighting, pavement marking and signage, landscaping, irrigation, and street furniture.

Purpose of Change Order:

To incorporate the final phase of Crandon Boulevard Improvements (from Bill Baggs Cape Florida State Park to McIntyre Street) into the Village's construction contract with the Phase II Contractor, M. Vila & Associates, Inc. The Phase II final completion scheduled date will remain 10/14/06 (60 days after substantial completion). If Phase II is not complete by that date, \$500 per calendar day liquidated damages will apply. When Phase II is complete, and accepted by the Village, the phase II retainage amount will be released to M. Vila & Associates, Inc.

Attachments (List of documents supporting change):

- Spreadsheet of negotiated price with M. Vila (09/01/06)

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price: \$4,778,621.35	Original Contract Time: 330 DAYS
Previous Change Orders: \$0.00	Net Change from Previous Orders: 67 DAYS
Contract Price Prior to this Change Order: \$4,778,621.35	Contract Time Prior to this Change Order: 397 DAYS
Net Increase of this Change Order: \$4,892,182.89	Net Increase of this Change Order: 356 DAYS
Contract Price with all approved Change Orders: \$9,670,804.24	Contract Time with all approved Change Orders: 753 DAYS
	Original Contract Completion date: 6/9/2006
	New Contract Completion date: 8/6/2007

Recommend Approval:  Engineer Ramon Castella, P.E.	Approved:  Owner Jacqueline Menendez Village Manager	Approved:  Contractor Miguel Vila
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NEGOTIATED PRICE WITH: M. VILA

Village of Key Biscayne Crandon Blvd. Improvements Phase III

				M Vila Proposed Unit Prices	Total
	Roadway & Drainage (RD) Items	QTY	Unit		
RD-1	STANDARD CLEARING & GRUBBING	1	LS	\$ 72,187.19	\$ 72,187.19
RD-2	DEMOLITION OF EXIST.DRAINAGE SYTEMS	1	LS	\$ 8,830.00	\$ 8,830.00
RD-3	DEMOLITION OF EXIST. CONC. SWK	36,960	SF	\$ 1.70	\$ 62,832.00
RD-4	DEMOLITION OF CONCRETE CURB & GUTTER	6,510	LF	\$ 3.40	\$ 22,134.00
RD-5	TRANSPLANT EXIST. GROUNDCOVER	6,107	SF	\$ 1.50	\$ 9,160.50
RD-6	TRANSPLANT EXIST. TREE	73	EA	\$ 771.00	\$ 56,283.00
RD-7	MANHOLE & VALVE ADJUSTMENT	1	LS	\$ 215.00	\$ 215.00
RD-8	PAVEMENT MILLIG (1"DEPHT)	22,591	SY	\$ 2.20	\$ 49,700.20
RD-9	S-3 ASPHALT OVERLAY (1" DEPHT)	22,591	SY	\$ 6.00	\$ 135,546.00
RD-10	NEW PAVEMENT (3" S-3, 8" LIMERK, 12" STAB)	1,793	SY	\$ 63.00	\$ 112,959.00
RD-11	BACK OF SWK & RESTORATION	1	LS	\$ 28,100.00	\$ 28,100.00
RD-12	GRAVITY WALL & ALUMN. RAIL	445	LF	\$ 160.00	\$ 71,200.00
RD-13	Guardrail along Pine Tree Canal	495	LF	\$ 31.00	\$ 15,345.00
RD-14	TYPE "F" COLORED CONCRETE CURB & GUTTER	9,605	LF	\$ 22.75	\$ 218,513.75
RD-15	COLORIZE EXIT TYPE "F" CURB	4,786	LF	\$ 7.50	\$ 35,895.00
RD-16	TYPE "D" COLORED CURB	473	LF	\$ 14.70	\$ 6,953.10
RD-17	3 FT. WIDE COLORED VALLEY GUTTER	1,550	LF	\$ 27.25	\$ 42,237.50
RD-18	COLORED TRAFFIC SEPARATOR	525	SF	\$ 7.90	\$ 4,147.50
RD-19	COLORED SWK (4" THICK, 6")	81,876	SF	\$ 6.00	\$ 491,256.00
RD-20	PAVER CROSSWK (12" THICK)	60,367	SF	\$ 15.00	\$ 905,505.00
RD-22	CONVERT EXIST. CATCH BASIN TO COLORED "P"	15	EA	\$ 3,555.00	\$ 53,325.00
RD-23	CONVERT EXIST. CB to MH	4	EA	\$ 2,133.00	\$ 8,532.00
RD-24	TYPE "P" MANHOLE	3	EA	\$ 4,934.00	\$ 14,802.00
RD-25	TYPE "J" MANHOLE	2	EA	\$ 6,594.00	\$ 13,188.00
RD-26	TYPE V-A" OR "V-B" CATCH BASIN	4	EA	\$ 6,257.00	\$ 25,028.00
RD-27	TYPE "P" CATCH BASIN	1	EA	\$ 2,993.00	\$ 2,993.00
RD-28	DROP INLET	1	EA	\$ 2,919.00	\$ 2,919.00
RD-29	TYPE "P-5" CATCH BASIN	1	EA	\$ 7,071.00	\$ 7,071.00
RD-30	TYPE "P-2" CATCH BASIN	3	EA	\$ 7,796.00	\$ 23,388.00
RD-31	TYPE "J-2" CATCH BASIN	1	EA	\$ 10,650.00	\$ 10,650.00
RD-32	CONNECT TO EXIST 24" PIPE	3	EA	\$ 3,855.00	\$ 11,565.00
RD-33	CONNECT TO EXIST 48" PIPE	5	EA	\$ 3,855.00	\$ 19,275.00
RD-34	15" RCP	398	EA	\$ 78.00	\$ 31,044.00
RD-35	24" RCP	502	LF	\$ 103.00	\$ 51,706.00
RD-36	36" RCP	250	LF	\$ 145.00	\$ 36,250.00
RD-37	CORE DRILL EXISTS STRUCTURE	2	EA	\$ 1,454.00	\$ 2,908.00
	SUBTOTAL				\$ 2,663,643.74
	Pavement Marking & Signing (PMS) Items				
PMS-1	R-1-1 STOP SIGN INCL. ST. NAME	2	EA	\$ 375.00	\$ 750.00
PMS-2	6" WHITE (10'-30' SKIP) THERMO STRIPE	1,230	LF	\$ 0.70	\$ 861.00
PMS-3	6" WHITE THERMO STRIPE	7,200	LF	\$ 0.70	\$ 5,040.00
PMS-4	6" YELLOW THERMO STRIPE	6,255	LF	\$ 0.70	\$ 4,378.50
PMS-5	6" DBL WHT OR YLLW THERMO	500	LF	\$ 1.40	\$ 700.00
PMS-6	6" WHITE (2'-4' SKIP) THERMO STRIPE	1,100	LF	\$ 0.70	\$ 770.00
PMS-7	8" WHT THERMO STRIPE	605	LF	\$ 1.00	\$ 605.00
PMS-8	18" YELLOW THERMO STRIPE	240	LF	\$ 1.80	\$ 432.00
PMS-9	24" WHT THERMO STRIPE	353	LF	\$ 2.95	\$ 1,041.35

PMS-10	BICYCLE LANE THERMO SYMBOL	19	EA	\$	225.00	\$	4,275.00
PMS-11	BUS / ONLY THERMO MESSAGE	1	EA	\$	95.00	\$	95.00
PMS-12	LEFT TURN, RUGH TURN THERMO ARROW	27	EA	\$	45.00	\$	1,215.00
PMS-13	R2-1 SPEED LIMIT SIGN	4	EA	\$	175.00	\$	700.00
PMS-14	W11-2 SIGN	16	EA	\$	175.00	\$	2,800.00
PMS-15	W6-3a Sign Assembly	5	EA	\$	175.00	\$	875.00
PMS-16	W16-7 SIGN	16	EA	\$	175.00	\$	2,800.00
PMS-17	R3-17 SIGN	13	EA	\$	185.00	\$	2,405.00
PMS-18	R4-7 SIGN	11	EA	\$	175.00	\$	1,925.00
PMS-19	R7-4c SIGN	7	EA	\$	175.00	\$	1,225.00
PMS-20	D3-1 SIGN	4	EA	\$	375.00	\$	1,500.00
PMS-21	RPM	1	LS	\$	4,250.00	\$	4,250.00
PMS-22	REMOVAL & RELOCATION OF EXIST. SIGNS	1	LS	\$	2,500.00	\$	2,500.00
	SUBTOTAL					\$	41,142.85
	Signalization (SG) Items						
SG-1	SIGNAL MODIF. @ CRANDON/W MCLNTYRE	1	LS	\$	82,143.00	\$	82,143.00
SG-2	SIGNAL MODIF. @ CRANDON / W. WOOD	1	LS	\$	161,903.00	\$	161,903.00
SG-3	SIGNAL MODIF. @ CRANDON/W. MASHTA	1	LS	\$	90,490.00	\$	90,490.00
	Electrical (E) Items						
E-1	RELOCATE EXIST. ST LIGHT POLE	15	EA	\$	6,376.67	\$	95,650.05
E-2	ELECTROSTATIC REPAINTING	67	EA	\$	1,423.88	\$	95,399.96
E-3	F & I NEW ST LIGHT FIXTURE	67	EA	\$	1,716.42	\$	115,000.14
E-4	NEW PULL BOX	52	EA	\$	953.85	\$	49,600.20
	SUBTOTAL					\$	690,186.35
	Landscaping / Irrigation Items						
LI-1	LIVE OAK TREE (to be purchase & delivery by Village	171	EA	\$	401.05	\$	68,579.55
LI-2	COCOPLUM	674	EA	\$	9.03	\$	6,086.22
LI-3	WHITE STOPPER	212	EA	\$	42.16	\$	8,937.92
LI-4	MEDJOOOL DALE PALM	5	EA	\$	6,500.00	\$	32,500.00
LI-5	COCONUT PALM	20	EA	\$	1,550.00	\$	31,000.00
LI-6	ALEXANDER PALM	314	EA	\$	213.60	\$	67,070.40
LI-7	SABAL PALM	17	EA	\$	145.88	\$	2,479.96
LI-8	INDIAN HAWTHORNE	4,668	EA	\$	8.10	\$	37,810.80
LI-9	ANNUALS- IMPATIENTS	2,500	EA	\$	1.81	\$	4,525.00
LI-10	ST. AUGUSTINE FLORATAM SOD	1	LS	\$	24,868.00	\$	24,868.00
LI-11	PAINTING SOIL & MULCH	1	LS	\$	12,933.00	\$	12,933.00
LI-12	F & I COMPLETE IRRIGATION	1	LS	\$	123,380.00	\$	123,380.00
	SUBTOTAL					\$	420,170.85
	General Items						
G-1	MOBILIZATION	1	LS	\$	267,192.29	\$	267,192.29
G-2	EROSION, SEDIMENTATION & DUST CTRL	1	LS	\$	34,750.00	\$	34,750.00
G-3	MAINTANCE OF TRAFFIC	1	LS	\$	179,185.41	\$	179,185.41
G-4	PERFORMANCE & PAYMENT BOND	1	LS	\$	5,650.00	\$	5,650.00
G-5	SAFETY ACT	1	LS	\$	2,820.00	\$	2,820.00
G-6	ADVANCE EXPLORATION	1	LS	\$	6,171.00	\$	6,171.00
G-7	RECORDS AS BUILT DRAWINGS	1	LS	\$	5,400.00	\$	5,400.00
G-8	CONTIGENCY	1	LS	\$	150,000.00	\$	150,000.00
	SUBTOTAL					\$	851,168.70
	Additive Bid Alternate # 1						
1	REMOVAL OF NON-NATIVE TO WATER'S EDGE	1	ALL	\$	8,560.00	\$	8,560.00
2	COCONUT PALMS IN MEDIANS	101	EA	\$	1,550.00	\$	156,550.00
3	ALEXANDER PALM IN MEDIANS	247	EA	\$	213.60	\$	52,759.20
4	INDIAN HAWTHORNE IN MEDIANS	1,602	EA	\$	8.10	\$	12,976.20
5	REPLACE EXIST. IRRIGATION IN MEDIANS	1	LS	\$	40,000.00	\$	40,000.00
6	SOLID METAL BENCH	15	EA	\$	3,593.00	\$	53,895.00
7	TRASH RECEPTABLE	14	EA	\$	1,820.00	\$	25,480.00
8	WATER FOUNTAIN	1	EA	\$	11,500.00	\$	11,500.00

9	PET WASTE STATION	7	EA	\$ 1,105.00	\$ 7,735.00
10	NEWSPAPER VENDING	2	EA	\$ 18,900.00	\$ 37,800.00
11	BUS STOP	3	EA	\$ 6,205.00	\$ 18,615.00
	SUBTOTAL				\$ 425,870.40
					\$ 4,892,182.89