



VILLAGE OF KEY BISCAYNE

Office of the Village Manager

Village Council

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

Village Manager

Jacqueline R. Menendez

DT: May 30, 2007

TO: Honorable Mayor and Village Council

FR: Jacqueline R. Menendez, Village Manager

RE: Harbor Drive Improvement Project: Fernwood Road Circle to Woodcrest Road Circle

RECOMMENDATION

It is recommended that the Village Council approve the attached Resolution which provides for Change Order 4 to the Crandon Boulevard Project. This action will permit M. Vila and Associates Inc. to construct drainage, curb, pavers and sidewalk improvements on Harbor Drive from the Fernwood Road Circle to the Woodcrest Road Circle.

EXPLANATION

At the May 15, 2007 meeting, the Village Council authorized the Village Manager to proceed with the Harbor Drive Improvement Project which includes the north side of Harbor Drive from Fernwood Road Circle up to and including the Yacht Club. The Council requested that staff develop a methodology to begin the work as soon as possible. In order to meet this objective, the following approach is recommended:

1. Approval of the attached resolution which provides for construction from Fernwood Road Circle to Woodcrest Road Circle at a cost of \$244,926. This work involves drainage, curb, pavers and sidewalk improvements. This work can be completed by the end of the summer.
2. A separate bid package will be prepared for landscaping for the entire project and the work from Woodcrest Road Circle up to and including the Yacht Club property.
3. A separate contract will be with FPL for lighting.

RESOLUTION NO. 2007- _____

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING WOODCREST TO FERNWOOD PORTION OF HARBOR DRIVE IMPROVEMENT PROJECT; AUTHORIZING FOURTH CHANGE ORDER TO CONSTRUCTION CONTRACT BETWEEN THE VILLAGE AND M. VILA AND ASSOCIATES, INC., IN ORDER TO PROVIDE FOR CERTAIN WORK ON HARBOR DRIVE AS EXTENTION OF WORK TO BE DONE BY THE CONTRACTOR OF THE CRANDON BOULEVARD IMPROVEMENTS - PHASE II AND III PROJECTS; PROVIDING FOR APPROVAL OF CHANGE ORDER NO. 4 TO 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 "Crandon Project"); and

WHEREAS, no responsive bid was received by the Village concerning the construction of Crandon Boulevard Improvements - Phase III; and

WHEREAS, accordingly, pursuant to Section 255.20(1)(c)(2), Florida Statutes, the Village Council found that the mandatory competitive bidding requirements of that statute were rendered non-applicable for Phase III of the Crandon Project since competitive bids were solicited but no responsive bid was received; and

WHEREAS, the Village Council further found, 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 it did find, that it was 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 were not otherwise mandated by state law, as described above; and

WHEREAS, the Village Project Engineer and Owner’s Representative 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 in Resolution No. 2006-43; and

WHEREAS, work is presently underway for Phase III of the Crandon Project; and the Contractor presently has mobilized work crews which are readily available; and

WHEREAS, the Village Council, upon advice from the Village Manager and the Project Engineer (“C3TS”) and the Village’s Owner’s Representative, now finds that it is necessary to expeditiously implement and construct a certain segment (the “Woodcrest to Fernwood Project”) of the Harbor Drive improvement project (the “Harbor Drive Project”) which is a project that begins where the Phase II of the Crandon Project had ended; and

WHEREAS, the Woodcrest to Fernwood Project is in the vicinity of Phase II and Phase III of the Crandon Project, at an area which directly fronts schools and churches on Harbor Drive, and it is necessary to complete the construction of the Woodcrest to Fernwood Project during the summer months, so as to avoid conflict with school and community facility operations and to mitigate traffic disruption; and

WHEREAS, upon advice from the Village Attorney, the Village Council finds that the Village Council may waive the competitive bidding required by the Village Code for the

Woodcrest to Fernwood Project pursuant to Village Code Section 2-85, upon the Council finding, as is hereby found, that it is impractical to apply competitive bidding procedures in light of the need to expeditiously commence and complete the Woodcrest to Fernwood Project during the school recess, and that competitive bidding is not mandated by State law for the Woodcrest to Fernwood Project since the cost of that project does not exceed the bidding threshold of Sec. 255.20 (1), Florida Statutes, as adjusted by Sec. 255.20(2), Florida Statutes; and

WHEREAS, the Village's Project Engineer and Owner's Representative have successfully negotiated a proposed change order (the "Change Order No. 4") with the Contractor for the extension of the Crandon Project services of the Contractor for the Woodcrest to Fernwood Project, 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 BISCAWAYNE, 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 No. 4 to the Contract for Construction (the "Agreement"), in substantially the form attached hereto, between the Contractor and the Village for construction of the Woodcrest to Fernwood 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:

(i). That funding for the Woodcrest to Fernwood Project shall be provided through funding allocated to the Master Plan Initiatives, and in accordance with the Village Manager's Memorandum which accompanies this Resolution.

(ii). That the total cost of the work for the Woodcrest to Fernwood Project shall not exceed the dollar amount specified in Change Order No. 4 and shall, in any event, not exceed Two Hundred Fifty Thousand (\$ 250,000.00) Dollars, in the absence of further Village Council authorization.

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 Woodcrest to Fernwood Project. 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 operates to prohibit the construction of the Woodcrest to Fernwood Project, 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 Woodcrest to Fernwood 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 Woodcrest to Fernwood Project prior to the date of termination.

- (ii) Pursuant to Village Charter Section 3.07(b), this Resolution shall serve as the capital project authorizing Resolution for the Woodcrest to Fernwood Project, and a further authorizing resolution or ordinance, as applicable, shall be required for the remaining portions of the Harbor Drive Project.

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 5th day of June, 2007.

ROBERT VERNON, MAYOR

ATTEST:

CONCHITA H. ALVAREZ, CMC,
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

VILLAGE ATTORNEY



Engineers
Architects
Planners

WORK AUTHORIZATION

May 30, 2007

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

Attention: Mr. Jud Kurlancheek, AICP
Director, Building, Zoning and Planning

Reference: Harbor Drive Improvements
Final Design, Bidding & Construction Phases
Village of Key Biscayne, Florida

Dear Mr. Kurlancheek:

The firm or Corzo Castella Carballo Thompson Salman, P.A. (C3TS) is pleased to submit this proposal for professional services for the Village of Key Biscayne to perform the final design, preparation of construction documents, and provide bidding and construction administration services for the Harbor Drive Improvement project as approved by Village Council on 05/15/07.

EB0005022

AAC002142

I. Scope of Services

Task A. Heavy Civil Elements for Woodcrest Road to Fernwood Road Section

Negotiation with M. Vila & Associates for preparation and execution of contract Change Order for completion of this work. Preparation of geometry, drainage and grading plans and details suitable for Contractor (M. Vila & Associates) to build the heavy civil elements of this segment of the project under contractual change order to Crandon Boulevard project. Heavy civil elements consist of demolition, drainage, curbs, sidewalk, pavers and asphalt overlay. During construction period (early June 2007 to mid-August 2007), we will provide construction administration and inspection services as an extension of the services currently being provided on Crandon Boulevard project.

Task B. Final Design and construction documents for Hacienda Canal to Woodcrest Road section, and for Landscaping & Irrigation elements of entire Harbor Drive Improvement Project

Final design and preparation of construction documents for all project elements on the Harbor Drive section between Hacienda Canal & Woodcrest Road, including the Harbor View Plaza. These services will also include preparation of landscaping and irrigation plans for the entire project length.

Task C. Lighting Layout and Coordination with FPL

Photometric design and luminaire/pole specification and spacing of proposed lighting system along north side of Harbor Drive along full project limits. Coordination with FPL for their design and preparation of construction documents and the provision of fixed-price proposal to the Village to install the system.

Task D. Bid Phase Services

During the bidding phase for the construction documents described in Task B above, C3TS will provide project manual, including bid form and tabulations, specifications and contract documents, attend pre-bid conference, answer contractor inquiries, and provide addenda as needed, evaluate and tabulate bids and provide recommendation for award.

Task E. Construction Administration

During the construction phase of the construction described in Tasks B and C above, it is our understanding that C3TS will provide Construction Administration services as follows:

- Prepare Contract Documents, Notice of Award and Notice to Proceed.
- Attend pre-construction conference and prepare minutes for distribution.
- Shop drawing review.
- Attend periodic progress meetings and prepare minutes for distribution.
- Respond to Contractor request for information (RFI) and clarification/interpretation of contract documents.
- Coordinate utility concerns and issues with regard to conflicts.
- Process all Construction correspondence and maintain files.
- Review and Make Recommendations for Contractor payment requisitions.
- Review and Make Recommendations for Contractor change order requests, if any.
- Provide part-time inspector (approximately 20 hours per week).
- Provide final inspection, punch-list, and contract close-out.
- Coordinate materials and density testing.
- Provide photographic history of project in digital format.

II. Fees

The total fees for this project have been calculated in the attached Manhour Estimates spreadsheet. The fee for these services is broken down as follows:

Task A – Heavy Civil (Woodcrest to Fernwood only)	\$27,260
Task B – Final Design & CD's.....	\$43,490
Task C – FPL Lighting	\$9,410
Task D – Bid Phase Services.....	\$4,850
Task E – Construction Administration	<u>\$42,990</u>

Fee Total	<u>Lump Sum</u>	\$128,000
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III. Insurance; Indemnification

C3TS shall maintain liability insurance related to the work undertaken by it hereunder as reflected on the Certificate of Insurance which is attached hereto as Exhibit "A", including the Village as Certificate Holder and additional insured for this work. Further, C3TS shall indemnify and hold harmless Village, its officers and employees in accordance with and as authorized by Section 725.08, as if said statute was incorporated herein verbatim.

**Work Authorization
Harbor Drive Improvements
Village of Key Biscayne
May 30, 2007
Page 3**

This proposal will be subject to the terms of the signed Agreement between the Village of Key Biscayne and C3TS, PA., for Professional Services dated 07/15/98.

If you have any questions, please do not hesitate to give me a call at (305) 445-2900 or e-mail at rcastella@c3ts.com. We thank you for the opportunity to offer these services, and look forward to our continued working relationship with the Village.

If this proposal is deemed acceptable to all parties, please sign in spaces provided.

Jacqueline Menendez
Village Manager
Village of Key Biscayne



Ramon Castella, P.E.
Principal/Vice President
C3TS, P.A.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID GT
C3TS-01

DATE (MM/DD/YYYY)
03/22/07

PRODUCER
Combined Underwriters of Miami
8240 N.W. 52 Terr, Suite 408
Miami FL 33166
Phone: 305-477-0444 Fax: 305-599-2343

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
CORZO, CASTELLA, CARRALLO
THOMPSON SALMAN, P.A.
C3TS
901 PONCE DE LEON BLVD. #900
CORAL GABLES FL 33134

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: HARTFORD FIRE INSURANCE CO.	
INSURER B: AMERICAN HOME ASSURANCE CO.	
INSURER C: TRAVELERS INDEMNITY COMPANY	
INSURER D: CNA INSURANCE COMPANY	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$500 BI & PD DED PER CLAIM GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PPS 41235574	09/22/06	09/22/07	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 EMPL PRAC 1,000,000
C		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	EMPLOYMENT PRACTICES LIAB	10/16/06	10/16/07	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> DEDUCTIBLE RETENTION \$ 0	PPS41235574	09/22/06	09/22/07	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC6551288	01/01/07	01/01/08	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
D		PROFESSIONAL LIAB	TBD DED. 50,000	10/31/06	10/31/07	PER OCC. 1,000,000 AGGREGATE 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 LOC#1 901 PONCE DE LEON BLVD #900-400-200 C. GABLES. CONTENTS 281,200
 LOC#2 3996 NW 9 AVE. FT LAUD. CONTENTS \$75,000 RC/SPECIAL COVERAGE/ 1,000 DED
 BLANKET COMPUTERS EDP 200,000 9/22/05-06
 RE: CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED.

CERTIFICATE HOLDER

VILLAGE OF KEY BISCAIYNE
88 WEST MCINTYRE STREET
MIAMI FL 33149

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT ~~THE INSURER~~ SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

