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# V I L L A G E   O F   K E Y   B I S C A Y N E

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## Office of the Village Manager

### *Village Council*

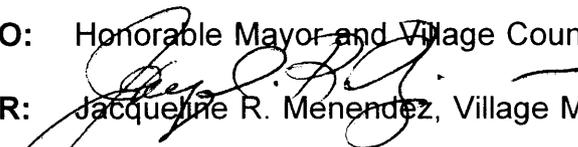
Robert L. Vernon, *Mayor*  
Jorge E. Mendia, *Vice Mayor*  
Michael Davey  
Enrique Garcia  
Steve Liedman  
Thomas Thornton  
Patricia Weinman

### *Village Manager*

Jacqueline R. Menendez

**DT:** May 30, 2007

**TO:** Honorable Mayor and Village Council

**FR:**   
Jacqueline R. Menendez, Village Manager

**RE:** Engineering Services for the Harbor Drive Improvement Project: Fernwood Road Circle to Woodcrest Road Circle

## **RECOMMENDATION**

It is recommended that the Village Council approve the attached Resolution which approves an agreement with C3TS to provide engineering services for the Harbor Drive Improvement Project from Fernwood Road Circle to 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 engineering services will be provided by C3TS in an amount not to exceed \$128,000. The funding source for this work is the Master Plan Initiatives line item in the FY07 budget.

**RESOLUTION NO. 2007-\_\_\_\_\_**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING WORK AUTHORIZATION FOR THE SERVICES OF THE FIRM OF CORZO CASTELLA CARBALLO THOMPSON SALMAN, P.A. (“C3TS”); PROVIDING FOR C3TS TO PERFORM ENGINEERING FINAL DESIGN SERVICES, BID PHASE SERVICES, AND CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES FOR HARBOR DRIVE PROJECT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR EFFECTIVE DATE.**

WHEREAS, pursuant to Resolution No. 98-34, the Village of Key Biscayne (the “Village”) has previously entered into a series of continuing contracts with engineering and architecture firms for necessary services; and

WHEREAS, the engineering, architecture and planning firm of Corzo Castella Carballo Thompson Salman, P.A. (“C3TS”) is under a continuing contract to the Village as authorized by Resolution No. 98-34, and has provided professional services to the Village on several projects in a timely and efficient manner; and

WHEREAS, the Village finds that it is in the best interest of the Village to utilize C3TS for the purpose of performing engineering final design services, bid phase services, and construction administration and inspection services for the Harbor Drive project (the “ Project”), in accordance with the attached Work Authorization and with the Village Manager’s memorandum, which accompanies this Resolution.

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

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

Section 2.     Work Authorized, Specification of Funds.     That pursuant to the existing continuing contract between C3TS and the Village, the performance of additional engineering and related services (the "Engineering Services"), as described above and as described in the attached Work Authorization, dated May 30, 2007, is hereby approved and authorized for the Project, subject to the funding source and any other limitations which are set forth in the above referenced Village Manager's memorandum.

Section 3.     Work Authorization Approved.

A.     That the Village Manager is hereby authorized to execute the Work Authorization, in substantially the form attached hereto, for the accomplishment of the Engineering Services which are authorized hereunder, once approved by the Village Attorney as to form and legal sufficiency.

B.     That the total fees payable pursuant to the Work Authorization shall not exceed One Hundred Twenty Eight Thousand (\$ 128,000) Dollars, unless further authorized by the Village Council.

Section 4.     Implementation.     That the Village Manager is hereby authorized to take any and all action which is necessary to implement the purposes of this Resolution and the Work Authorization.

Section 5.     Effective Date.     That this Resolution shall be effective immediately upon adoption hereof and shall be applied retroactively to any Engineering Services which are

authorized herein.

PASSED AND ADOPTED this 5th day of June, 2007.

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ROBERT VERNON  
MAYOR

ATTEST:

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Conchita H .Alvarez, CMC  
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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Village Attorney



CORZO  
CASTELLA  
CARBALLO  
THOMPSON  
SALMAN

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>

<b>Fee Total</b>	<b><u>Lump Sum</u></b>	<b>\$128,000</b>
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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, P.A., 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](mailto: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.

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Jacqueline Menendez  
Village Manager  
Village of Key Biscayne



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

**FEE WORKSHEET**

DATE: May 30, 2007

PROJECT: Harbor Drive Improvements  
Final Design, bidding & construction phase services  
Village of Key Biscayne**Task A- Heavy Civil (Woodcrest to Fernwood):**

Task	Prin	PE/RA	EI/AI	Sr. Tech.	Tech/insp	Clerical
Change Order Negotiation	12	8	4	8		4
Construction plans & details	12	24	24	24	40	8
Extension of Const. Admin Services	8	16	48	8	120	8
Sub-Total Hours	32	48	76	40	160	20
Billing Rate	135	95	80	65	55	45
Labor Cost	\$4,320	\$4,560	\$6,080	\$2,600	\$8,800	\$900
<b>Labor Sub-Total</b>						<b>\$27,260</b>

**Task B - Final Design Phase:**

Task	Prin	PE/RA	EI/AI	Sr. Tech.	Tech.	Clerical
<b><u>Roadway and Drainage</u></b>						
Key Sheet		2	4			
Typical Sections (2 sheets)	2	4	8	12	16	2
Plan & Profile Sheets (2shts @ 1"= 20')	8	16	24	12	36	
Special Plan Details (1 sheet - plaza)	4	8	12	16	24	
Special Profiles (1 sheet)	2	6	12	8	12	
Notes, Details & Schedules (2 sheets)	2	4	8	4	6	4
Demolition Plans		2	4	2	4	
<b><u>Landscaping &amp; Irrigation.</u></b>						
Planting Plans (3 sheets)	4	12	16	12	48	2
Irrigation Plans (3 sheets)	2	8	16	12	36	2
Details, notes and schedules	2	4	12	8	12	2
<b><u>General</u></b>						
Coordination and Review Mtgs.	8	4	4			4
Cost Estimates	4	4	6	8		2
Project Specifications	2	4	6			6
Project Manual / Bid Forms	2	8	12			6
Final Design Phase Sub-Total Hours	42	86	144	94	194	30
Billing Rate	135	95	80	65	55	45
Labor Cost	\$5,670	\$8,170	\$11,520	\$6,110	\$10,670	\$1,350
<b>Labor Sub-Total</b>						<b>\$43,490</b>



# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID GT  
C3TS-01

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

<b>PRODUCER</b> 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.	
<b>INSURED</b> CORZO, CASTELLA, CARRALLO THOMPSON SALMAN, P.A. C3TS 901 PONCE DE LEON BLVD. #900 CORAL GABLES FL 33134		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		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 <input type="checkbox"/> PER CLAIM	PPS 41235574	09/22/06	09/22/07	EACH OCCURRENCE	\$ 1,000,000
C		EMPLOYMENT PRACTICES LIAB GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		10/16/06	10/16/07	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
		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				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	WC6551288	01/01/07	01/01/08	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 1000000
						E.L. DISEASE - EA EMPLOYEE	\$ 1000000
						E.L. DISEASE - POLICY LIMIT	\$ 1000000
D		OTHER 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 ~~PROVIDE NOTICE~~ SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

*[Signature]*