



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
Genaro "Chip" Iglesias

DT: May 8, 2008

TO: Honorable Mayor and Members of the Village Council

FR: Genaro "Chip" Iglesias, Village Manager

RE: 5 Year capital Improvements Plan Consultant Contract

RECOMMENDATION

It is recommended that the Village Council approve the attached resolution which authorizes my office to execute the attached contract with Keith and Schnars, P.A. for consultant services regarding the preparation of a 5 Year Capital Improvements Plan (CIP).

EXPLANATION

On April 30, 2008, the Village Council authorized my office to negotiate a contract with Keith and Schnars, P.A. for consultant services pertaining to the preparation of a 5 Year Capital Improvements Plan (CIP). The contract, scope of services, schedule and time frame are attached.

The contract is not to exceed \$63,395. Funds are available in the FY08 Capital Outlay under the line entitled "Reserve for Capital Projects".

RESOLUTION NO. 2008 - _____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA; APPROVING AGREEMENT FOR CAPITAL IMPROVEMENT PROGRAM PLANNING SERVICES BETWEEN KEITH AND SCHNARS, P.A., AND THE VILLAGE OF KEY BISCAYNE; IDENTIFYING AND AUTHORIZING FUNDING SOURCE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the RFQ competitive selection process utilized by the Village for Capital Improvement Program Planning Services, the Village Council of the Village of Key Biscayne desires to utilize the work and services of Keith and Schnars, P.A. (the "Consultant"), an experienced capital improvement program planner, to review current public facility capacity, review current projects, and create and implement the Village's comprehensive capital improvements program; and

WHEREAS, the Village Council allocated funds in the FY08 Capital Outlay Budget for this project under "Reserve for Capital Projects"; and

WHEREAS, the Village Council finds that the approval of the Agreement for Capital Improvement Program Planning between Consultant and the Village (the "Agreement"), attached as Exhibit "A", is in the best interest of the Village.

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

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

Section 2. **Authorization.** That the Agreement (Exhibit "A") is hereby approved and the Village Manager is hereby authorized to execute the attached Agreement between Consultant

and the Village for the provision of work and services described in the Agreement, in substantially the form attached hereto, once approved by the Village Attorney as to form and legal sufficiency.

Section 3. **Funding Source.** That the Village Manager is authorized to utilize funds from the “Reserve for Capital Projects” source in FY08 Capital Outlay Budget for expenditures required by the Agreement.

Section 4. **Implementation.** That the Village Manager is authorized to take all action necessary to implement the purposes of this resolution and the Agreement.

Section 5. **Effective Date.** That this resolution shall be effective immediately upon adoption hereof.

PASSED AND ADOPTED this 13th day of May, 2008.

ROBERT VERNON, MAYOR

ATTEST:

CONCHITA H. ALVAREZ, CMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

Village Attorney

**VILLAGE OF KEY BISCAYNE
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into this ___ day of May, 2008, by and between the VILLAGE OF KEY BISCAYNE (the "VILLAGE") and KEITH AND SCHNARS, P.A., a Florida professional association which is authorized to do business in the State of Florida (the "CONSULTANT").

RECITALS:

The VILLAGE wants to engage the CONSULTANT to perform for the VILLAGE certain professional capital improvement program planning services (the "Specified Services"), which are within CONSULTANT'S expertise , as specifically described in the scope of work negotiated by the VILLAGE and CONSULTANT (the "Proposal") after CONSULTANT was selected at the conclusion of the RFQ process, a copy of which Proposal is attached hereto and incorporated herein as Exhibit "A". The anticipated plan for the progress of the work is contained within the schedule (the "Anticipated Schedule"), attached as Exhibit "B". The CONSULTANT wants to provide such Specified Services as described in the Proposal.

In consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. **SCOPE OF SERVICES**

A. CONSULTANT agrees to perform the Specified Services upon written request from the Village Manager.

B. CONSULTANT shall expend all necessary efforts to competently and professionally complete all tasks in accordance with a final schedule to be approved by the Village Manager, and intends to follow the Anticipated Schedule.

C. CONSULTANT shall perform additional services beyond the Specified Services, but within its expertise, if requested by the Village Manager, at compensation which is first mutually agreed to in writing.

2. **FEES FOR SERVICES**

A. As full compensation for satisfactory performance of the Specified Services, the CONSULTANT agrees to charge and shall be paid by the Village in accordance with the fee schedule listed in Exhibit "A" and incorporated herein , for a total fee not to exceed Sixty Two Thousand Three Hundred Twenty-Five (\$62,325.00) Dollars. Fees shall be paid in arrears each month, pursuant to monthly invoice, based upon the percentage of work completed for each task invoiced. Invoices shall be promptly processed for payment pursuant to the Florida Prompt Payment Act.

B. VILLAGE shall reimburse CONSULTANT for its direct and reasonable expenses for document production and reproduction, postage, long distance telephone charges, photographic services, authorized travel and other cost items which are first approved by the Village Manager, all in a total amount which, unless first otherwise authorized in writing by the Village Manager, is not to exceed \$1,070.00.

3. **TERM**

The duration of the term of this Agreement shall commence upon execution hereof and shall expire upon completion of the performance of the Specified Services, unless extended by the Village Manager or earlier terminated pursuant to paragraph 8.

4. **RECORDS**

All details, guidelines, reports, work papers and other documents and plans that result from the CONSULTANT providing Specified Services or any additional services hereunder shall be the

property of the VILLAGE. Upon termination of this Agreement or upon request of the VILLAGE during the term of this Agreement, any and all such documents shall be delivered to the VILLAGE by the CONSULTANT. All work products shall be provided to VILLAGE in paper and digital.

5. **INSURANCE**

A. The CONSULTANT shall at all times carry comprehensive general liability and contractual liability insurance, workers' compensation insurance (if applicable), and automotive liability insurance, with minimum policy limits for each coverage in the amount of at least Five Hundred Thousand (\$500,000.00) Dollars per occurrence, combined single limit, for property damage and bodily injury, including death, except that the dollar amount of workers compensation coverage shall be as provided by Chapter 440, Fla. Stat. The VILLAGE shall be named as an additional insured on all of the above insurance policies, to the extent permitted by law. Each insurance policy shall state that it is not subject to cancellation or reduction in coverage without written notice to the VILLAGE 30 days prior to the effective date of cancellation or reduction of coverage.

B. CONSULTANT shall indemnify and hold harmless the VILLAGE, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of the CONSULTANT and persons employed or utilized by the CONSULTANT in the performance of the Agreement.

6. **ASSIGNMENT**

This Agreement shall not be assignable by the CONSULTANT. CONSULTANT is authorized to utilize its subconsultants, if any, as identified in the Proposal.

7. **PROHIBITION AGAINST CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

8. **TERMINATION**

This Agreement may be terminated by the VILLAGE upon thirty (30) days advance written notice with or without cause and by the CONSULTANT upon sixty (60) days advance written notice with or without cause. If this Agreement is terminated, the CONSULTANT shall be paid in accordance with the provisions of paragraph 2 for all acceptable work performed up to the date of termination.

9. **NONEXCLUSIVE AGREEMENT**

The services to be provided by the CONSULTANT pursuant to this Agreement shall be nonexclusive and nothing herein shall preclude the VILLAGE from engaging other firms to perform the same or similar services for the benefit of the VILLAGE within the VILLAGE's sole and absolute discretion.

10. **ENTIRE AGREEMENT**

The parties hereby agree that this is the entire agreement between the parties. This Agreement cannot be amended or modified without the express written consent of the parties. The Village Manager shall act for VILLAGE hereunder, subject to budgetary limitations.

11. **WARRANTIES OF CONSULTANT**

The CONSULTANT hereby warrants and represents that at all times during the term of this

Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws necessary to perform the Specified Services for Village as an independent contractor of the Village.

12. **NOTICES**

All notices and communications to the VILLAGE or CONSULTANT shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

VILLAGE: Genaro "Chip" Iglesias
Village Manager
Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, FL 33149

With a copy to: Village Attorney
c/o Weiss Serota Helfman Pastoriza Cole & Boniske,
P.A.
2525 Ponce de Leon Boulevard
Suite 700
Miami, Florida 33134

CONSULTANT: Michael Davis, Vice President
Keith and Schnars, P.A.
6500 North Andrews Avenue
Fort Lauderdale, FL 33309

13. **GOVERNING LAW; LITIGATION**

This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any litigation hereunder shall be in Miami-Dade County, Florida. The parties voluntarily waive the right to any trial by jury in any litigation hereunder between the parties.

14. **MISCELLANEOUS**

A. CONSULTANT represents and warrants to the VILLAGE that CONSULTANT does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with CONSULTANT's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status, sexual preference or sexual orientation, or national origin. CONSULTANT further covenants that no otherwise qualified individual shall, solely by reason of his or her race, color, sex, religion, age, handicap, marital status, sexual preference or sexual orientation, or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

B. CONSULTANT is reminded and hereby recognizes that all work under this Agreement must comply with any applicable county, state and federal regulations. Any mandatory clauses which are required by such county, state or federal regulations shall be deemed to be incorporated herein immediately upon VILLAGE's written request.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CONSULTANT:

KEITH AND SCHNARS, P.A.
6500 North Andrews Avenue
Fort Lauderdale, FL 33309

By: _____

Name: _____

Title: _____

VILLAGE:

VILLAGE OF KEY BISCAYNE
88 West McIntyre Street
Key Biscayne, FL 33149

By: _____

Genaro "Chip" Iglesias
Village Manager

Attest: _____

Village Clerk

Approved as to Form and Legal Sufficiency:

Village Attorney

Approved pursuant to Council Resolution No. _____

Scope of Work

Keith and Schnars shall prepare a Capital Improvements Program that includes the following:

Financial Policies: A set of policies to provide the framework to achieve financial viability, community development levels of service standards and other strategic goals.

Project Evaluation Criteria: Criteria to determine capital spending levels and to guide capital project selection.

Public Facilities Capacity Analysis: To identify those facilities where demand exceeds capacity and those facilities where capacity exceeds demand. The analysis shall consider the maintenance of existing infrastructure as well as the construction of new infrastructure. The analysis shall include a discussion of the cost of operating and maintaining the asset versus the total cost of replacement.

Inventory of Current Assets: The Inventory shall include the age, condition and maintenance history of the asset and the replacement cost of the asset.

Status of Previously Approved Projects and Identification of New Projects: This will include the project scope, justification of the project based on capital improvement plan policies or other long range goals, cost and expenditure schedule.

Cost Estimation: Engineer's cost estimates will be prepared for all projects to be evaluated.

Financial Capacity Analysis: The analysis will determine the amount of funds available from existing and project planned revenue sources. It will also consider the availability of state or federal government funding or new revenue sources.

Multi-Year Capital Improvement Program: The projects will be ranked pursuant to the approved project evaluation criteria, the funding source(s) and the year(s) the project will be undertaken. The Program will also include a Capital Improvement Schedule which will meet the definition of financial feasibility as established by State Statute to be incorporated into the Capital Improvement Element of the Master Plan.

Keith and Schnars shall participate in the following meetings: The Consultant will participate in two staff meetings, two Council workshops, a Budget Presentation and two public hearings for adoption of the Capital Improvement Program.

The total professional fees to complete this scope of work will be \$62,325.00.

The total estimated out-of-pocket expenses will be \$1,070.00.

