VILLAGE OF KEY BISCAYNE

Office of the Village Manager

MEMORANDUM

Village Council
Robert L. Vernon, *Mayor*
Enrique Garcia, *Vice Mayor*
Michael W. Davey
Robert Gusman
Michael E. Kelly
Jorge E. Mendia
Thomas Thornton

Village Manager
Genaro "Chip" Iglesias

DT: August 12, 2010

TO: Honorable Mayor and Members of the Village Council

FR: Genaro "Chip" Iglesias, Village Manager

RE: 530 Crandon Boulevard: Agreement with Savino & Miller Design Studio

RECOMMENDATION

It is recommended that the Village Council approve the attached Resolution which authorizes the execution of an Agreement with Savino & Miller Design Studio to prepare architectural plans for a passive park at 530 Crandon Boulevard. The architectural plans will be based on the attached concept sketches that were part of the consultant selection process.

BACKGROUND

On July 6, 2010, the Village Council authorized the Administration to negotiate an Agreement with Savino & Miller Design Studio for the preparation of architectural plans for a passive park at 530 Crandon Boulevard. The scope of services includes the following four phases:

Phase One	Planning
Phase Two	Design Services (detailed construction drawings)
Phase Three	Bidding and Award Services
Phase Four	Construction Administration Services

A detailed listing of the services that will be provided in Phase One is presented in Schedule A-1 of the attached Agreement. The attached Resolution only authorizes the scope of services for Phase 1. As the project moves forward, the Council will be requested to approve each phase.

Funding is available from the Capital Improvements Plan Master Plan Initiatives line item. The total cost of Phase 1 is $104,960.

RESOLUTION NO. 2010- _____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING AND AWARDING AN AGREEMENT FOR PROFESSIONAL LANDSCAPE ARCHITECTURAL SERVICES WITH SAVINO & MILLER DESIGN STUDIO, P.A. FOR THE CIVIC CENTER PARK; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF FUNDS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 13, 2010, the Village of Key Biscayne (the "Village") issued a Request for Qualifications (the "RFQ") for professional services to retain a landscape architect to provide Landscape Design and Architect of Record services for the Civic Center Park, located at 530 Crandon Boulevard, Key Biscayne, Florida (the "Project"); and

WHEREAS, the RFQ resulted in the VILLAGE selecting Savino & Miller Design Studio, P.A. ("Savino") as the Landscape Architect for the Project; and

WHEREAS, the Village desires to enter into an agreement with Savino pursuant to the RFQ for the services specifically described in the Agreement for Professional Architectural Services attached hereto as Exhibit "A"; and

WHEREAS, the Village Council finds that it is in the best interest of the Village to authorize and award the professional landscape architectural services for the Project to Savino, and enter into an Agreement for Professional Architectural Services substantially in the form attached hereto as Exhibit "A" (the "Agreement"), and proceed as indicated in this Resolution.

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. **Agreement Approved.**. That the Agreement for Professional Architectural Services attached hereto as Exhibit "A", substantially in the form attached hereto, between Savino and the Village for professional landscape architectural services 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 sufficiency by the Village Attorney.

Section 3. **Funding.** That the funding for the Project shall be provided through the Capital Improvements Plan, Master Plan Initiatives.

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

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

PASSED AND ADOPTED this _____ day of August, 2010.

_____

MAYOR ROBERT L. VERNON

ATTEST:

_____

CONCHITA H. ALVAREZ, MMC,
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

VILLAGE ATTORNEY

EXHIBIT "A"

VILLAGE OF KEY BISCAYNE
AGREEMENT
FOR
PROFESSIONAL LANDSCAPE ARCHITECTURAL SERVICES
CIVIC CENTER PARK

THIS AGREEMENT FOR PROFESSIONAL LANDSCAPE ARCHITECTURAL SERVICES (this "Agreement") is made and entered into this _____ day of _____, 2010, by and between the VILLAGE OF KEY BISCAYNE, a Florida municipal corporation (hereinafter referred to as "Village") and SAVINO & MILLER DESIGN STUDIO, P.A., a Florida corporation, as professional architects (hereinafter referred to as "SAVINO").

RECITALS:

WHEREAS, On April 13, 2010, the Village issued a Request for Qualifications (the "RFQ") for professional services to retain a Landscape Architect to provide Landscape Design and Architect of Record services for a Village park known as the Civic Center Park, located at 530 Crandon Boulevard, Key Biscayne, Florida; and

WHEREAS, the RFQ resulted in the VILLAGE selecting SAVINO as the Landscape Architect for the Civic Center Park, and the VILLAGE desires to enter into an agreement with SAVINO pursuant to the RFQ for the services specifically described in this Agreement, and SAVINO has agreed to provide such services; and

WHEREAS, the CONTRACTOR and VILLAGE, through mutual negotiation, have agreed upon the Scope of Services, a schedule, and fee to engage SAVINO to perform the services as specified below.

NOW, THEREFORE, In consideration of the mutual covenants and conditions set forth in this Agreement, the VILLAGE and SAVINO agree as follows:

I. SCOPE OF SERVICES.

A. Phase I – Planning Services. SAVINO shall perform the Planning Services set forth in detail in Schedule "A" attached hereto (the "Phase I Services"), including but not limited to, Project meetings with VILLAGE staff and Council members, development of design concept and alternatives, including Schematic Design, which defines and depicts the character, scale and relationship of the components of the Village's Civic Center Park project (the "Project"), development of budget level cost estimates for each alternative, draft and final design reports, community design and VILLAGE Council workshops, and final presentation to the Village Council for approval.

B. Phase II – Design Services.

1. Design Development Phase. SAVINO will revise and further develop the Schematic Design based upon Village Council review and approval, and will provide a detailed site plan; dimensioned floor plans of the Project; elevation drawings which depict the design intent, exterior finishes, colors, and materials to be used. The work product of this Phase II will define the materials and methods required to construct the Project. This will include information for pricing and pre-construction engineering (value engineering). In developing the design, SAVINO shall consider preliminary construction cost estimates to be provided by an independent consultant, to be selected by the Village Council with the assistance of SAVINO. SAVINO will present the design along with appropriate analysis and references to such construction cost estimate to the Village Council, and will incorporate revisions of the design until a consensus is reached, the design is developed, and a final design concept and budget is approved by the Village Council.

2. Subsequent Phases of Service. After completion of Phase II Design Services, SAVINO shall provide all necessary continuing architectural, engineering and landscape services for each of Phases III-V, subject to specific Village Council approvals to proceed to each of such subsequent Phases of the Project, as follows:

C. Phase III - Construction Documents Phase. Based upon an approved design development package, complete construction documents will be prepared by SAVINO which define the materials, components and building systems for the Project. The documents will address site issues and utilities; structural components; mechanical systems including plumbing and HVAC; and electrical systems. The completed construction documents shall include civil engineering, architectural, structural, mechanical, HVAC, fire protection, and electrical drawings and all other items as required to solicit bids and to obtain a building permit. SAVINO shall utilize subcontractors approved by Village for the provision of engineering and other services as required for the Project (the "Subcontracted Services") which are outside of the architectural, planning and interior design services which SAVINO is licensed to provide directly, including but not limited to architectural,

structural, civil, mechanical, electrical, plumbing, fire protection and lighting. Subcontracted Services will be included in the negotiated compensation, subject to Village Council or Village Manager approval of the fees for such subcontractors.

D. Phase IV - Bidding and Award Services Phase. SAVINO will assist the Village in reviewing the qualifications of potential bidders and will review bids on behalf of the Village. Although SAVINO might make recommendations, final selection of a contractor is the sole responsibility of the Village. The Village will also be responsible for the legal representation in connection with the preparation of a contract for construction between the Village and successful bidder. The construction contract shall accompany the detailed specifications prepared by SAVINO. The Village shall also be responsible for all printing costs associated with the distribution of documents for the purpose of obtaining bids and copies of all documents submitted for review by the Village's Building and Zoning Department, utilities and other agencies having jurisdiction for permitting and approvals.

E. Phase V - Construction Administration Services Phase. SAVINO will provide services during construction to include: review of contract submittals; responses to questions and issuance of clarifications related to the documents; periodic observation of the work to assist the Village in monitoring the progress of the work and compliance with the requirements of the contract documents; review and recommendation of the contractor's request for payments; review and preparation of change orders as may be required; final inspection; punch list and contract closeout. SAVINO will assist in obtaining all required building permits and governmental approvals.

F. Council Approval. The decision to authorize SAVINO to proceed to perform services on each Phase of the project beyond Phase I, shall be at the sole discretion of the Village Council.

II. COMPENSATION.

A. Fee Schedule. Compensation for services provided by SAVINO in Phase I Planning Services shall be in accordance with the fee schedule attached hereto as Schedule "A-1." Compensation for services provided by SAVINO in Phases II-V shall be in accordance with the hourly rates set forth in Schedule "A" and in accordance with the following fee schedule:

Phase II	Design Development Services Phase – Upon receipt of the final design concept and Budget, the fee due for work completed for this Phase =	Subject to negotiation and written agreement of the parties.
Phase III	Construction Documents - Upon receipt of the working drawings and specifications, fee due for work	

	completed for this Phase =	Subject to negotiation and written agreement of the parties.
Phase IV	Bidding and Award Services Phase - Upon award of bid, fee due for work completed for this Phase =	Subject to negotiation and written agreement of the parties.
Phase V	Construction Administration Services - Upon issuance of substantial completion certificate, fee due for work completed for this Phase =	Subject to negotiation and written agreement of the parties.

B. Payments to SAVINO for services will be made monthly upon work satisfactorily completed and made in proportion to the services performed in each Phase. Additionally, SAVINO shall be reimbursed by Village for reasonable and necessary direct costs including copying, plan reproduction requested by Village, long distance telephone, Federal Express, and postage, up to a total cost not to exceed $5,000.00, as approved by the Village Manager and/or his designee.

III. COMPLETION OF SCOPE OF SERVICES.

A. SAVINO shall complete the Phase I Planning Services March 1, 2011 and receipt of required surveys and necessary background information, unless delayed by Village Council approval, or circumstances beyond SAVINO'S control. Village shall respond to SAVINO's requests consistent with the Project schedule and timetables to be established by the parties.

B. The time frame for completion and the basis of compensation for provision of services for Phase II-V shall be provided by an amendment to this Agreement, as executed by the parties.

IV. PROCESSING OF PAYMENTS.

A. Invoices shall be processed for payment pursuant to Sec. 218.70 Fla. Stat., upon receipt of SAVINO's invoice.

B. Services not covered by this Agreement due to changes in the Scope of Services

requested by the Village, shall be compensated at a rate agreed to by both parties in writing prior to the commencement of any additional work but shall not exceed the hourly rates provided on Schedule "A" attached hereto.

C. The following constitute Additional Services:

1. Excessive field representation beyond the ordinary due to changes in Scope of Services or unforeseen conditions shall be billed at a rate provided by Schedule "A-1" for time and travel. Mileage for such excessive field representation shall be reimbursed at rates set forth in Schedule "A-1" attached hereto.

2. Changes in Scope of Services or substantial redesigns requested by Village Council after Design Development approval of Village Council.

3. Provision of "as built" verification.

4. Professional architectural models done outside of SAVINO offices.

V. VILLAGE RESPONSIBILITIES.

A. The Village shall be responsible for providing to SAVINO information, data, and documentation on existing site conditions which may be necessary and relevant for completion of this Project, as detailed below:

1. Furnish a complete boundary, topographic and utility survey, in AutoCad 2006 or higher format,prepared by a State of Florida registered land surveyor, indicating all existing conditions, dimensions, elevations, site features, utilities, tree locations and types and other pertinent information, as required for use by SAVINO and permitting.

2. Furnish geo-technical investigations indicating surface conditions, allowable soil bearing capacity.

3. Furnish percolation tests as required for design of storm water drainage systems.

4. "As-Built" documentation of any and all existing structures to either remain, or be demolished.

5. All governmental permit fees.

B. Village may provide for SAVINO to provide the items listed in Section V (A) above, at compensation to be mutually agreed upon.

VI. WORK PRODUCT.

All original sketches, tracings, drawings, computations, details, design calculations, work papers and other documents and plans that result from SAVINO providing services hereunder shall be the property of SAVINO, subject to Village's right of use under this Agreement. Upon request, Village shall receive a copy of said documents. Upon termination of this Agreement, or upon request of the Village during the term of this Agreement, the originals of any and all such documents shall be delivered to the Village by SAVINO, upon payment for services under this Agreement. SAVINO shall have no liability for any use by the Village of said documents, without the continued involvement of SAVINO.

VII. INSURANCE.

1. SAVINO shall indemnify, defend and save harmless Village from any claim, demand or damage arising out of SAVINO's performance or activities under this Agreement.

2. SAVINO and its Subcontractors shall at all times carry professional liability insurance, workers' compensation insurance in amounts as required by Florida Law, comprehensive general liability insurance, employer's liability insurance, and automotive liability insurance with minimum policy limits for each coverage in the amounts set forth herein: Professional Liability Insurance in an amount of not less than One Million Dollars ($,1,000,000.00) per occurrence, single limit; Workers Compensation Insurance amounts shall be as required by Florida Law; Employer's Liability Insurance in an amount of not less than One Million Dollars ($,1,000,000.00) per occurrence, single limit; Commercial General Liability Insurance in an amount of not less than Two Million Dollars ($2,000,000.00) per occurrence, single limit, for property damage and bodily injury, including death; Commercial Automobile Liability Insurance on an occurrence basis covering all hired, owned and non-owned vehicles in an amount of not less than One Million Dollars ($,1,000,000.00) per occurrence, single limit, for property damage and bodily injury, including death; and Valuable Papers Insurance to protect against destruction of valuable papers and records on an all-risk basis for the full replacement cost thereof. 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 be written with insurers authorized to do business in the State of Florida and rated A- IX by AM Best & Company; state that it is not subject to cancellation, reduction in coverage or non-renewal without prior written notice to the Village 30 days prior to the effective date of cancellation, reduction of coverage or non-renewal; and shall waive all rights of subrogation against the Village.

VIII. ASSIGNMENT.

This Agreement shall not be assignable by either party.

IX. PROHIBITION AGAINST CONTINGENT FEES.

SAVINO warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for SAVINO, 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 SAVINO, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

X. TERMINATION.

This Agreement may be terminated by the Village upon 15 days written notice with or without cause and by SAVINO upon 60 days written notice with or without cause. If this Agreement is terminated, SAVINO shall be paid for all compliant work performed up to the date of termination.

XI. 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.

XII. WARRANTIES OF SAVINO.

SAVINO hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications, permits and insurance required under federal, state and local laws necessary to perform the services.

XIII. NOTICES.

All notices and communications to the Village or SAVINO 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, Florida 33149

Telephone: (305) 365-5514
Fax: (305) 365-8936

With a Copy to: Village Attorney
Stephen J. Helfman, Esq.
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, Florida 33134
Telephone: (305) 854-0800
Fax: (305) 854-2323

SAVINO: Savino & Miller Design Studio, P.A.
12345 NE 6th Avenue
North Miami, Florida 33161
Attn: _____
Telephone: _____
Fax: _____

XIV. **GOVERNING LAW.**

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.

XV. **EXECUTION IN COUNTERPARTS.**

This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument.

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.

SAVINO & MILLER DESIGN
STUDIO, P.A., a Florida corporation

By:_____
Name: _____
Title: _____

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.

VILLAGE OF KEY BISCAYNE,
a Florida municipal corporation

By:_____
Genaro "Chip" Iglesias,
Village Manager

Attest:

_____
Conchita H. Alvarez, MMC, Village Clerk

APPROVED AS TO FORM AND LEGAL
SUFFCIENCY:

_____
Village Attorney

SCHEDULE A-1
VILLAGE OF KEY BISCAYNE
530 CRANDON BOULEVARD
CONSULTANT'S COMPENSATION FEE SCHEDULE

CIVIC CENTER PARK - KEY BISCAYNE

July 27, 2010

SAVINO & MILLER DESIGN STUDIO - FEE PROPOSAL

TASK NO.	TASK DESCRIPTION	PROJ DIRECTOR/PRINCIPAL	PROJECT MANAGER	LANDSCAPE ARCHITECT / ENGINEER				DRAFTER	CLERICAL	TOTAL HOURS	TOTAL COST	TOTALS PER PHASE
1	PLANNING SERVICES											
1.1	PROJECT KICK-OFF MEETING	4	4	4					2	14	$1,810	
1.2	PROJECT SITE RECONNAISSANCE VISIT (same day as kick-off?)	3	3	3					2	11	$1,380	
1.3	"VISIONING" SESSIONS W/ STAFF (2)	8	8	8					4	28	$3,620	
1.4	MEETINGS & COMMISSIONERS (7) - over ONE FULL, contiguous days	8	8	8					4	28	$3,620	$10,430
1.5	DEVELOPMENT OF DESIGN CONCEPT ALTERNATIVES (3)	32	24	40				80	8	184	$19,320	
1.5.1	CIVIL ENGINEER		16	8				8	2	34	$3,850	
1.5.2	MEP ENGINEER		8	8					2	18	$2,090	
1.5.3	STRUCTURAL ENGINEER		8	8					2	18	$2,090	
1.5.4	FOUNTAIN CONSULTANT		4	4						8	$1,000	$28,350
1.6	DEVELOP BUDGET LEVEL COST ESTIMATE FOR EACH ALTERNATIVE	8	24	12					4	48	$6,420	
1.6.1	CIVIL ENGINEER		8	8					2	18	$2,090	
1.6.2	MEP ENGINEER		8	4					1	13	$1,645	
1.6.3	STRUCTURAL ENGINEER		8	4					1	13	$1,645	
1.6.4	FOUNTAIN CONSULTANT		2	0						2	$300	$12,100
1.7	COMMUNITY DESIGN WORKSHOP (w new council)	5	5	10				12	2	34	$3,580	
1.8	VILLAGE COUNCIL WORKSHOPS (1)	5	5	10				8	4	32	$3,390	$6,970
1.9	DRAFT DESIGN REPORT & COST ESTIMATES	24	80	40				0	8	152	$20,680	
1.10	REVIEW OF DRAFT REPORT W/ STAFF	8	16	16					16	56	$6,160	
1.11	FINAL DESIGN REPORT	16	40	20				12	10	98	$12,170	
1.12	FINAL PRESENTATION TO COMMISSION	5	5	10					10	30	$3,100	$42,110
	PLANNING PHASE TOTAL FEE	126	284	225	0	0		120	84	839	$99,960	
	OTHER DIRECT COSTS - NOT INCLUDED in FEE											
	SURVEY - inc. trees, underground utility verification, etc.											
	GEOTECH SERVICES											
	REIMBURSABLE EXPENSES - inc. mileage, printing, mail, courier, etc.										$5,000	
	The following services will be negotiated upon direction from the Village Council to proceed with the preparation of construction documents and plans.											
2	DESIGN SERVICES											
3	BIDDING AND AWARD SERVICES											
4	CONSTRUCTION ADMINISTRATION SERVICES											
5	ADDITIONAL SERVICES											
	TOTAL										$104,960	
	HOURLY RATES (FY 2010)	$180.00	$150.00	$100.00	#	#	#	$70.00	$45.00			