



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: November 5, 2007

TO: Honorable Mayor and Members of the Village Council

FR: Genaro "Chip" Iglesias, Village Manager

RE: Jose Bedia Artwork: Artistic Surfaces Agreement:

A handwritten signature in black ink, appearing to be "Genaro", written over the "FR:" line of the memo.

RECOMMENDATION

That the Village Council approve a recommendation by the Art in Public Places Board to retain the services of Artistic Surfaces to construct the Bedia Artwork in five (5) sites along Crandon Boulevard at Mashta Drive, Ocean Club, West Wood Drive, and two at Seaview Drive.

EXPLANATION

The attached resolution waives competitive bidding for the project. The basis of the waiver is that Artistic Surfaces provides skilled, specialized services with regard to the terrazzo product that will be utilized in the Bedia Artwork. The attached contract has been negotiated by Staff at a cost not to exceed \$ 187,500. The FY08 Capital Outlay Budget provides funding for this project.

The attached flow chart shows construction to commence on January 14, 2007 and be completed on February 22, 2007. The schedule has been coordinated with the Crandon Boulevard Project.

RESOLUTION NO. 2007-

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING AND APPROVING AGREEMENT BETWEEN THE VILLAGE AND ARTISTIC SURFACES, INC., TO PROVIDE FOR THE INSTALLATION OF TERRAZZO FLOORING FOR THE JOSE BEDIA PLAZAS ARTWORK PROJECT OF THE VILLAGE WHICH IS SITUATED WITHIN THE CRANDON BOULEVARD PROJECT AREA; AMENDING AND SUPPLEMENTING CAPITAL PROJECT AUTHORIZING RESOLUTION NUMBER 2007-1 ON THE SAME PROJECT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR EFFECTIVE DATE.

WHEREAS, the Village's Art in Public Places Board and Art in Public Places Program Consultant have recommended that the Village utilize the skilled, specialized services of Artistic Surfaces, Inc. (the "Contractor") to install the special artistic terrazzo flooring for the five (5) mini-plazas along Crandon Boulevard to be used to create the Village's Jose Bedia Plazas Project (the "Art Project"); and

WHEREAS, pursuant to Village Code Sec. 2-85, the Village Council finds that it is impractical to utilize a competitive bidding process for the terrazzo flooring installation work to be performed by the Contractor in light of the need to expeditiously proceed with the installation and implementation of the Art Project, and in light of the Contractor's possession of special, well recognized, skills for this nature of work, and does hereby waive competitive bidding procedures for the work of the Contractor; and

WHEREAS, the Contractor has submitted a proposal of not to exceed One Hundred Eighty Seven Thousand Five Hundred (\$ 187,500) Dollars for the full cost of the terrazzo installation work, as described in the attached Agreement for Terrazzo Flooring Installation (the "Agreement"); and

WHEREAS, the Village Council finds that the Art Project has previously been authorized by Capital Project authorizing Resolution No. 2007-1, and now desires to supplement that Resolution and to authorize and approve the Agreement ; 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, 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. Prior Resolution Amended and Supplemented; Agreement Approved; Specification of Funds

A. Resolution No. 2007-1 Amended and Supplemented. That the provisions of Section 3 of Resolution No. 2007-1 authorizing a total preliminary Art Project cost of not to exceed \$60,000(including \$20,000 for construction) is hereby amended and supplemented by an increase of \$171,381 so as to authorize a total Art Project cost of not to exceed Two Hundred Thirty One Thousand Three Hundred Eighty One (\$231,381) Dollars, exclusive of the Village Owner's Representative and Village Engineer's fees, unless further authorized by the Village Council.

B. Agreement Approved. That the Proposal of the Contractor (the "Proposal"), to the extent approved and accepted by the Agreement concerning the terrazzo flooring installation work of the Art Project, is hereby approved, and the Village Manager is hereby authorized to execute the Agreement in substantially the form attached hereto, once the Proposal and Agreement are approved as to form and legal sufficiency by the Village Attorney, and subject to the provisions, restrictions, and conditions of this Resolution. The contract price under the Agreement shall not exceed the amount stated therein, and in any event, shall not exceed One Hundred Eight Seven Thousand Five Hundred Eighty (\$187,500) Dollars, unless further authorized by the Village Council.

C. Funding Source. That funding for the performance of the Contractor's services for the Art Project shall be provided in accordance with the Village Manager's

C. Funding Source. That funding for the performance of the Contractor's services for the Art Project shall be provided in accordance with the Village Manager's memorandum which accompanies this Resolution, in an amount which shall not exceed the contract price amount which is expressly set forth in the Agreement and is within the restrictions of this Resolution.

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

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

PASSED AND ADOPTED this 23rd day of October, 2007.

MAYOR ROBERT L. VERNON

ATTEST:

CONCHITA H. ALVAREZ, CMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

VILLAGE ATTORNEY

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**VILLAGE OF KEY BISCAYNE
AGREEMENT FOR TERRAZZO FLOORING INSTALLATION SERVICES**

THIS AGREEMENT, made and entered into this ___ day of November ___, 2007, by and between the VILLAGE OF KEY BISCAYNE (the "VILLAGE") and ARTISTIC SURFACES, INC., a Florida corporation (the "CONTRACTOR").

RECITALS:

The VILLAGE wants to engage the CONTRACTOR to perform certain artistic terrazzo flooring installation services for the VILLAGE'S JOSE BEDIA mini-plaza art project along Crandon Boulevard (the "Art Project"), as specifically described in the Scope of Services provided in Exhibit "A" to this Agreement (the "Specified Services"). The CONTRACTOR wants to provide such Specified Services.

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

1. SCOPE OF SERVICES

A. The CONTRACTOR agrees to provide and perform the Specified Services upon written request from the Village Manager, in accordance with the CONTRACTOR'S proposal of October 24, 2007 (the "Proposal"), including the "conditional clause" and the "qualifications" which are set forth in the Proposal, and in accordance with this Agreement. The Proposal shall constitute a part of the Agreement.

B. The Village Manager may add items to the enumerated Specified Services which he finds are necessary for the satisfactory and complete installation of the Art Project.

C. CONTRACTOR shall expend all necessary efforts to competently and skillfully complete all tasks of the terrazzo flooring installation so that the design of the Art Project is

successfully and fully implemented.

D. CONTRACTOR shall work under the guidance of the Owners' Representative (Skyline Management Group, Inc.) unless otherwise advised by the Village Manager, and shall accomplish the Art Project installation pursuant to this Agreement and as envisioned in that certain Agreement for Professional Services of January 9, 2007, between the Village and NKISI, Inc. (as represented by Jose Bedia) so as to accomplish the installation of the Art Project.

2. FEES FOR SERVICES

A. As full compensation for satisfactory performance of the Specified Services, including all labor, supplies, materials, and equipment the CONTRACTOR agrees to charge and shall be paid by the Village an amount (the "Contract Price") of not to exceed One Hundred Eighty Seven Thousand Five Hundred Eighty (\$ 187,500) Dollars.

B. Upon execution of this Agreement and the mutual written agreement upon a schedule for completion, an initial payment of thirty (30%) percent of the total Contract Price shall be payable by VILLAGE to CONTRACTOR to be utilized by CONTRACTOR to procure necessary materials. Thereafter, the remaining portion of the Contract Price shall be paid in monthly installments based upon the percentage of the work which is satisfactorily completed as determined by the VILLAGE'S Owner's representative.

3. TERM

The duration of the term of this Agreement shall commence upon execution hereof and shall terminate upon the final completion and acceptance of the terrazzo flooring installation, unless extended by the Village Manager or earlier terminated pursuant to paragraph 8.

4. RECORDS

All original sketches, tracings, drawings, computations, details, reports, calculations, work

papers and other documents and plans that result from the CONTRACTOR providing Specified Services 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 CONTRACTOR.

5. INSURANCE

A. The CONTRACTOR 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 (if applicable) 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. CONTRACTOR 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 CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of the Agreement.

6. ASSIGNMENT

This Agreement shall not be assignable by the CONTRACTOR as this is an agreement for skilled personal services.

7. PROHIBITION AGAINST CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, 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 CONTRACTOR 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 twenty (20) days written notice with or without cause and by the CONTRACTOR upon twenty (20) days written notice if VILLAGE fails to timely make any payment due. The parties recognize that other provisions of this Agreement serve as consideration for this paragraph 8. If this Agreement is so terminated, the CONTRACTOR shall be paid in accordance with the provisions of paragraph 2 for all acceptable work performed up to the date of termination. In the event that VILLAGE terminates this Agreement because of CONTRACTOR'S default or breach, CONTRACTOR shall refund to VILLAGE any portion of the initial payment which exceeds the value and cost of work which has been satisfactorily performed.

9. NONEXCLUSIVE AGREEMENT

The services to be provided by the CONTRACTOR 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.

11. WARRANTIES OF CONTRACTOR

The CONTRACTOR 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 CONTRACTOR 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" Inglesias
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.L.
2525 Ponce De Leon Boulevard
Suite 700
Coral Gables, Florida 33134

CONTRACTOR : Artistic Surfaces, Inc.
 4100 North Powerline Road, Suite Y-2
 Pompano Beach, Florida 33073
 Attention: Darnel Beaucage, Project Manager

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.

 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.

CONTRACTOR :

ARTISTIC SURFACES, INC.

VILLAGE:

VILLAGE OF KEY BISCAYNE, FLORIDA

By: _____
Name: _____
Title: _____

By: _____
 Village Manager

Attest: _____
 Village Clerk

Approved as to Form and Legal Sufficiency:

Village Attorney

Exhibit "A"

Scope of Services

A. Artistic Surfaces will be installing a thin outdoor terrazzo flooring surface at five mini-plazas along Crandon Boulevard located at:

northeast and southeast corners of Sea View Drive; southeast and northwest corners of W. Mashta Drive; and at northeast corner of Wood Drive.

B. The terrazzo is basically a concrete made with white cement instead of the normal gray cement, and also uses marble chips as aggregate instead of the normal limerock and sand.

C. Once the terrazzo concrete has been cast and allowed to cure, the surface is then ground down to make it flat and to expose the aggregate.

D. Finally, the surface is treated with an acid wash to eat up a thin top layer of cement matrix - the acid does not eat up the marble. This acid wash process, by eating away at the cement matrix only, creates a degree of irregularity and roughness on the surface making it slip-resistant and suitable for an outdoor installation. The artwork images will be formed by the terrazzo's embedded zinc dividing strips, and the use of varying color pigments and marble aggregates in the terrazzo itself.

E. CONTRACTOR shall furnish any and all necessary labor, supplies and equipment to fully install and complete the Art Project as designed.

Artistic Surfaces

4100 North Powerline Road, Suite Y-2, Pompano Beach, Florida 33073 Tel: 954.968.1700 Fax: 954.970.7431
www.ArtisticSurfaces.com

Village of Key Biscayne
88 West Mc Intyre Street, Building Zoning and Planning Dept.
Key Biscayne, FL 33149

October 24, 2007

rev.9 To: **Jud Kurlancheck**

Tel: 305 365 8908
Fax: 305 365 5556

Proposal revision 9

Crandon Boulevard Improvements Phase II Village of Key Biscayne, FL

Gentlemen,

rev.9 We are pleased to submit to you our proposal to supply and install all **1/2" thick Acid washed and Ground Terrazzo**, as shown on plans (5 Areas - 3,059 s.f.) as prepared by C3TS, Architects and Art Work proposed by Fred Snitzer.

All materials is guaranteed to be as specified and the above work to be performed in accordance with all drawings and specifications.

rev.9 **Lump Sum Price: Revised Final** \$ 187,500 Per Art Work proposed by Fred Snitzer.
\$ 3881.00 credit from Rev 8 proposal (484 sf @ \$ 8.02 for Terrazzo field only)

Qualifications:

- 1 Artistic Surfaces is a member of NTMA, an installer requirement in accordance with specifications.
- 2 Substrate preparation is limited to shot blasting or grinding the substrate under terrazzo floor only.
- 3 Slab repairs and demolition are not included.
- rev.9 4 Surface must be within 1/8" in 10'-0" non cumulative.
- rev.9 5 On site provisions for the disposal of trash / debris/ terrazzo grinding residue shall be provided by others.
- rev.9 6 Terrazzo residue will be placed in our own barrels and removed from the site or deposited in an area agreed upon.
- 7 Power Requirements: 220 - 230 Volts single and 3 phase, 100 Amp Breaker. 480 Volts, 3 phase 100 Amp. with 5 hook ups and disconnects within 150 FT. of our working area, by others. Water must also be available.
- rev.9 8 After Hours work, not included. Street and sidewalks barricades are not included. Traffic control is by others.
- 9 Terrazzo floor protection is not included, per specs. All other protection of completed work and final cleaning to remove general construction dirt shall be by others.
- 10 Aggregates are considered standard, from the East Coast. (Ten)10 % of Exotic aggregates is included.
- 11 Our proposal includes only (1) mobilization.
- 12 Our proposal includes the production of CAD File for our own use for layout.
- 13 This proposal includes only 5 areas of art work.
- rev.9 14 Metal work will be Zinc.
- rev.9 15 3-1/2" thick Concrete infill (under Terrazzo) is by others.
- rev.9 16 12" band around Terrazzo work is to be partially removed during terrazzo work and replaced by others afterwards.
- rev.9 17 Art Work production, reviews, samples and finished to be approved by Jose Bedia Thru Cesar Trasobares but all documentation, letters, technical data, samples and or complete distribution will be made thru Mr. Jud Kulancheck.
- rev.9 18 Our work will be outlined with a Zinc metal strip at the perimeter of each terrazzo area. An expansion joint will be added against the metal work by others.

Payments to be made as follows; 30% deposit, Balance progressively. Invoice attached.

Please contact the undersigned for any comments or questions. We are at your service.

This proposal is subject to acceptance within eighty (80) days from its date and is void hereafter at the option of the undersigned.

Respectfully,



Daniel Beaucage,
Project Manager

Artistic Surfaces
E07-012

*** Acceptance of Proposal ***

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to proceed with the work as specified. Payments will be made as outlined above.

Dated the _____ Day of _____ 2007.

Signature: _____

Firm: Village of Key Biscayne

11/2/07

WBS

110507

SEP

Artistic Surfaces Terrazzo Work

Job Name **Crandon Blvd. Anhinga**
Footage **699 sf**

Location **Key Biscayne, FL**

Description	Production	Days of Operation	Calendar														
			Monday 1/14/2008	Tuesday 1/15/2008	Wednesday 1/16/2008	Thursday 1/17/2008	Friday 1/18/2008	Saturday 1/19/2008	Sunday 1/20/2008	Monday 1/21/2008	Tuesday 1/22/2008	Wednesday 1/23/2008	Thursday 1/24/2008	Friday 1/25/2008			
1 Material / Equipment Staging	699	3.00															
2 Floating / Grinding	699	1.00						1									
3 Art Work layout and Install	699	1.00															
4 Pouring Terrazzo	233	3.00									1	2	3				
5 Medium Grinding	699	1.00															
6 Clean & Seal	699	1.00															1
							1	1			1	1	1	1	1	1	
Business days 5 days / wk		8					1	1			1	1	1	1	1	1	
Calendar Days		9					1	2			3	4	5	6	7	8	9

[Redacted]

Artistic Surfaces Terrazzo Work

Job Name **Crandon Blvd. Mariposa**
Footage **684 sf**

Location **Key Biscayne, FL**

Description	Production	Days of Operation	Calendar														
			Thursday 1/22/2008	Friday 1/22/2008	Saturday 1/23/2008	Sunday 1/24/2008	Monday 1/25/2008	Tuesday 1/26/2008	Wednesday 1/27/2008	Thursday 1/28/2008	Friday 1/29/2008	Saturday 1/30/2008	Sunday 1/31/2008	Monday 2/1/2008			
1 Material / Equipment Staging	684	3.00															
2 Floating / Grinding	684	1.02						1									
3 Art Work layout and Install	684	1.00															
4 Pouring Terrazzo	228	3.07										1	2	3			
5 Medium Grinding	684	1.02															
6 Clean & Seal	684	1.02															1
							1	1				1	1	1	1	1	
Business days 5 days / wk		8					1	1				1	1	1	1	1	
Calendar Days		9					1	2			3	4	5	6	7	8	9

[Redacted]

