



VILLAGE OF KEY BISCAIYNE

Office of the Village Manager

MEMORANDUM

Village Council
Mayra P. Lindsay, *Mayor*
Franklin H. Caplan, *Vice Mayor*
Luis F. de la Cruz
Gary R. Gross
Allison McCormick
Brett G. Moss
Katie Petros

Village Manager
John C. Gilbert

DATE: April 10, 2018

TO: Honorable Mayor and Members of the Village Council

FROM: John C. Gilbert, Village Manager

RE: Authorizing the Village Manager to enter into an agreement with Currie, Sowards, Aguila Architects for Professional Architectural Services regarding the expansion of the Key Biscayne Community Center (Community Center Phase III Project).

RECOMMENDATION

It is recommended that the Village Council authorize the Village Manager to enter into an agreement with Currie, Sowards, Aguila Architects and expend an amount not to exceed \$47,500 for the architectural and design services described in Exhibit "A".

BACKGROUND

The original design of the Community Center envisioned that it may be necessary to expand the Community Center. The Village plans to begin the Community Center Phase III Project, which will expand the existing Community Center north into the existing park site to accommodate new function spaces, provide a new pool, and additional underground parking.

Currie, Sowards, Aguila Architects, Inc. (formerly known as Robert G. Currie Partnership) (the "Consultant") has been working with the Village for over nineteen years, with over seventeen years dedicated to construction and expansion of the Community Center. As the original architects for the Community Center and as the architects for the Community Center Phase II Project, the Consultant is uniquely qualified to provide the required architectural services to the Village staff and Ken Ballard on the Community Center Phase III Project.

The Consultant entered into a continuing services agreement for general professional architectural and engineering services on August 26, 1998, pursuant to Resolution No. 1998-34 adopted on July 1, 1998, with the Village of Key Biscayne (the "Village").

On June 8, 1999, the Village Council adopted Resolution No. 1999-57, adopting a site plan for the Village Civic Center, which included the Community Center.

On August 2, 1999, pursuant to Resolution No. 1999-62 adopted on July 20, 1999, the Village and Consultant entered into an agreement for Professional Architectural Services for the Community Center (the "Agreement").

On October 11, 2000, pursuant to Resolution No. 2000-39 adopted on July 24, 2000, the Village and Consultant amended the Agreement (the "First Amendment"), to include the schematic design, construction documents, bidding and award, and construction administration phases for the Key Biscayne Community Center. Ken Ballard was also engaged to provide program review and third-party design review.

On April 10, 2001, the Village Council adopted Resolution No. 2001-28, further amending the Village Civic Center Plan to (1) expand the Community Center site to the south to include a parcel that was formerly designated as the Village Council/Community Theater, (2) include a swimming pool at the Community Center site, and (3) designate a privately owned site at 530 Crandon Boulevard and an outparcel along Village Green Way as the Village Council/Community Theatre site. Resolution No. 2001-28 also amended the Agreement with Consultant to provide for the additional architectural services to design the swimming pool. Accordingly, on May 21, 2001, pursuant to Resolution No. 2001-28 adopted on April 10, 2001, the Village and Consultant amended the Agreement (the "Second Amendment").

On July 23, 2002, the Village Council approved another site plan for the Village Civic Center, which substantially reduced the size of the Community Center. On August 27, 2002, pursuant to Resolution No. 2002-36A adopted on August 27, 2002, the Village and Consultant amended the Agreement again (the "Third Amendment"), to substantially modify the plans that had been completed and submitted for building review pursuant to a previously approved site plan.

On May 11, 2004, pursuant to Resolution No. 2004-22 adopted that same day, the Village and Consultant amended the Agreement again (the "Fourth Amendment"). The Fourth Amendment amended the duration and compensation for construction administration services.

On February 12, 2008, the Village Council adopted Resolution No. 2008-6, which amended the Agreement (the "Fifth Amendment" a/k/a the "Phase II Agreement") again for the Consultant to perform services related to the Community Center Phase II Project, which involved the design of an additional elevator, expansion of the second floor of the Community Center, and modifications to the sanitary pump.

The Consultant has provided a proposal for architectural and design services for the Community Center Phase III Project, which is attached (Exhibit "A").

This expenditure will be funded by the Community Center Expansion reserve fund in the Capital Improvement Plan.

Reviewed by Ms. Haydee Sera from Weiss Serota Helfman Cole & Bierman, P.L. as to form and legal sufficiency.

RESOLUTION NO. 2018- _____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH CURRIE SOWARDS AGUILA ARCHITECTS, INC. FOR THE COMMUNITY CENTER PHASE III PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne (“Village”) has engaged the services of Currie Sowards Aguila Architects, Inc. (the “Consultant”) with respect to the Village’s Community Center Project since 1998; and

WHEREAS, Consultant has provided a proposal, attached hereto as Exhibit “A,” (the “Proposal”) for architectural and design services for the Community Center Phase III Project (the “Project”); and

WHEREAS, the Village Council desires to engage the Consultant for the Project and authorize the Village Manager to negotiate and execute an agreement with the Consultant consistent with the Proposal and the professional services agreement entered into between the Village and Consultant; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

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

Section 1. Recitals. Each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Authorization. The Village Manager is hereby authorized to negotiate and execute an agreement in an amount not to exceed \$47,500.00 with the Consultant for the Project

that is consistent with the Proposal attached hereto as Exhibit "A," subject to approval by the Village Attorney as to form, content, and legal sufficiency.

Section 3. **Effective Date.** That this Resolution shall be effective immediately upon adoption hereof.

PASSED and ADOPTED this 10th day of April, 2018.

MAYRA PEÑA LINDSAY, MAYOR

ATTEST:

JENNIFER MEDINA, CMC
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY



*Robert G. Currie, FAIA
Jess M. Sowards, AIA, LEED AP
José N. Aguila, AIA, LEED AP*

PROPOSAL FOR LIMITED PROFESSIONAL SERVICES

January 22, 2018

Mr. Todd Hofferberth
Parks & Recreation Director
Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, Florida 33149

thofferberth@keyciscayne.fl.gov

c/o Paul Abbott, HPF Associates, Inc.
13400 Running Water Rd.
Palm Beach Gardens, Florida 33418

ptgbhtl@aol.com

**Re: Village of Key Biscayne Recreation Center – North Expansion
Project No. 180102**

This confirms your request for CURRIE SOWARDS AGUILA ARCHITECTS (the Architect) to provide professional architectural services for the above referenced Project as detailed herein for The Village of Key Biscayne (The Client).

ARTICLE 1 - DESCRIPTION OF PROFESSIONAL SERVICES

The scope of Professional Services as described in this Proposal generally consists of reviewing of the expansion program as prepared by Ballard*King with the Client and selected Village staff to better define the building expansion. Our project understanding is that the existing facility will expand north into the existing park site to accommodate the new function spaces as well as a new pool and deck space and new parking below. Services will be phased to generally include the following tasks:

Phase 1:

- A. Program review and site analysis.
- B. Conceptual Design.
- C. Meetings and presentation with Village staff.
- D. Preparation of presentation graphics and other material.
- E. Public presentation(s).

Phase 2:

- F. Preparation of documents for site plan approval.
- G. Preparation of bid, permit, and construction documents.
- H. Limited construction administration.
- I. Design team consultants to be determined at a later time as/when needed.

Architecture, Planning, Interiors, Sustainable Design

The first phase of this Proposal will include items "A" through "E" above. Additional tasks will be performed as requested by the Client for additional fees. Services for this first phase includes a maximum of six (6) site visits for meetings with staff and/or presentations.

ARTICLE 2 – FEES

Professional fees for items "A" through "E" noted above will be provided at the firm's standard hourly rates as listed below, plus direct reimbursable expenses, which will not exceed **Forty-Seven Thousand Seven Hundred and Fifty Dollars (\$47,750.00) and No Cents** unless otherwise approved by the Client. The Architect will advise the Client when services reach a point of ninety percent (90%) of maximum fee for authorization to continue with the work.

Additional services requested shall be provided at an agreed fee amount or in the absence of said agreement at the firm's standard hourly rates which are listed as follows:

| | | |
|----|---------------------|----------|
| A. | Principal Architect | \$225.00 |
| B. | Project Architect | \$185.00 |
| C. | Project Manager | \$155.00 |
| D. | CADD Technician I | \$ 95.00 |
| E. | CADD Technician II | \$ 85.00 |
| F. | Support Staff | \$ 65.00 |

Direct project expenses (reimbursable expenses) **are in addition to** compensation described above and include, but are not limited to, actual expenditures made by the Architect or its consultants in the interest of the Project as follows:

- A. Reproductions at cost
- B. In-house black and white *plotting* at the rate of \$1.15 per sheet
- C. In-house color *plotting* at the rate of \$36.00 per sheet
- D. Half-scale black & white *copies* at the rate of \$0.25
- E. Half-scale color *copies* at the rate of \$0.75
- F. Mileage at the current rate of \$0.54 Cents per mile
- G. Permit or agency submittal/review fees

Additional services requested to be performed by outside consultants, such as civil engineering, Landscaping, MEP engineering, etc., will be invoiced at cost plus an administrative fee of ten (10%) percent.

ARTICLE 3 - MISCELLANEOUS

Payment on account of the Architect's services, as well as any direct project expenses, shall be made within thirty (30) days of invoice date for services rendered and/or expenses incurred.


Signatures on the following page



Date: _____

Date: January 22, 2018

CLIENT (Signature)



ARCHITECT (Signature)

(Printed name and title)

José N. Aguila, Principal, AIA, LEED AP
(Printed name and title)

