

RESOLUTION NO. 02-72

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING THE PROJECT AGREEMENT BETWEEN KIMLEY-HORN AND ASSOCIATES, INC. AND THE TOWN OF MIAMI LAKES FOR ASSESSMENT OF EXISTING ROADWAY CONDITIONS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Miami Lakes (the "Town"); has retained the services of Kimley-Horn & Associates as Town Engineer; and

WHEREAS, The Town desires to have Kimley-Horn perform an assessment of the Town's existing roadway conditions; and

WHEREAS, the Town Council finds that approval of a Project Agreement between the Town and Kimley-Horn and Associates, Inc. to perform assessment of the Town's existing roadway conditions is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this resolution by this reference.

Section 2. The Project Agreement for assessment of existing roadway conditions in the Town between Kimley-Horn and Associates, Inc. and the Town of Miami Lakes (the "Agreement"), a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved.

Section 3. The Town Manager is authorized to execute the Agreement on behalf of

the Town.

Section 4. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 14th day of May, 2002.

Wayne Slaton
WAYNE SLATON, MAYOR

ATTEST:

Beatris M. Arguelles
BEATRIS M. ARGUELLES, CMC
TOWN CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

Alison S. Bieler
WEISS, SEROTA, HELFMAN, PASTORIZA & GUEDES, P.A.
TOWN ATTORNEY

EXHIBIT "A"

PROJECT AGREEMENT

Between

TOWN OF MIAMI LAKES, FLORIDA

And

KIMLEY-HORN AND ASSOCIATES, INC.

for

Work Authorization No. 02-01

ASSESSMENT OF EXISTING ROADWAY CONDITIONS

R02-72

PROJECT AGREEMENT
Between

THE TOWN OF MIAMI LAKES, FLORIDA

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 02-01

ASSESSMENT OF EXISTING ROADWAY CONDITIONS

Pursuant to the provisions contained in the "Continuing Services Agreement" between the TOWN OF MIAMI LAKES, FLORIDA (the "TOWN") and KIMLEY-HORN AND ASSOCIATES, INC., ("CONSULTANT") dated 05-14-02, this Project Agreement authorizes the CONSULTANT to provide the services as set forth below.

The TOWN and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide engineering services to the TOWN for the Project as described in the "Project Description" attached as Exhibit "1" to this Project Agreement.

1.2 The "Scope of Services and Project Schedule" and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in Exhibit "1" attached to this Project Agreement.

1.3 The TOWN may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

2.1 As part of the Scope of Services and Project Schedule, the CONSULTANT shall provide to the TOWN the Deliverables for each task set forth in Exhibit "1" by no later than ninety (90) days from the date of execution of this Agreement.

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 **Term.** This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect, unless otherwise terminated pursuant to Section 4 or other applicable provisions of this Project Agreement. The Town Manager, in his sole discretion, may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed 30 days. No further extensions of this Agreement shall be effective unless authorized by the TOWN Council.

3.2 **Commencement.** The CONSULTANT'S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notification of Commencement ("Commencement Date") provided to the CONSULTANT from the TOWN. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. CONSULTANT must receive written notice from the Town Manager prior to the beginning the performance of services.

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the CONSULTANT shall commence services to the TOWN on the Commencement Date, and shall continuously perform services to the TOWN, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Agreement as Exhibit "1." The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

3.4 **Liquidated Damages.** Unless otherwise excused by the TOWN in writing, in the event that the CONSULTANT fails to meet to the contract time for completion of services as determined by the Project Schedule, the CONSULTANT shall pay to the TOWN the sum of dollars identified below per day for each and every calendar day unexcused delay beyond the completion date, plus approved time extensions, until completion of the project: \$0.00 per day. The CONSULTANT may claim extension if the factors involved are not under their direct control.

Any sums due and payable hereunder by the CONSULTANT shall be payable, not as a penalty, but as liquidated damages representing and estimate at or before the time of executing this Agreement. When the TOWN reasonably believes that completion will be inexcusably delayed, the TOWN shall be entitled, but not required, to withhold from any amounts otherwise due the CONSULTANT an amount then believed by the TOWN to be adequate to recover liquidated damages applicable to such delays. If and when the CONSULTANT overcomes the delay in achieving completion, or any part thereof, for which the TOWN has withheld payment, the TOWN shall promptly release to the CONSULTANT those funds withheld, but no longer applicable, as liquidated damages.

3.5 All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Lump Sum Compensation.** TOWN agrees to pay CONSULTANT as compensation for performance of all services described in Exhibit "1" the total amount of \$53,600.00.

4.2 **Reimbursable Expenses.** The following expenses are reimbursable at their actual cost: travel and accommodations, long distance telephone calls, facsimile, courier services, mileage (at a rate approved by the TOWN), photo and reproduction services. All document reproductions are also reimbursable, at a rate approved by the TOWN.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices

5.1.1 **Lump Sum Compensation and Reimbursable Expenses.** CONSULTANT shall submit invoices which are identified by the specific project number 02-01 on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule set forth in Exhibit "1" to this Project Agreement. Invoices for each phase shall not exceed amounts allocated to each phase of the Project plus reimbursable expenses accrued during each phase. The statement shall show a summary of fees with accrual of the total and credits for portions previously paid by the TOWN. The TOWN shall pay CONSULTANT within thirty (30) calendar days of approval by the Town Manager of any invoices submitted by CONSULTANT to the TOWN.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the TOWN for payment to the CONSULTANT is disputed, or additional backup documentation is required, the TOWN shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the TOWN with additional backup documentation within five (5) working days of the date of the TOWN'S notice. The TOWN may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The TOWN, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the TOWN becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the TOWN may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the TOWN'S reasonable satisfaction.

5.4 **Retainage.** The TOWN reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the CONSULTANT until the project is completed. Said retainage may be withheld at the sole discretion of the Town Manager and as security for the successful completion of the CONSULTANT'S duties and responsibilities under the Project Agreement.

5.5 **Final Payment.** Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the TOWN that, upon receipt from the TOWN of the amount invoiced, all obligations of the CONSULTANT to others, including its consultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the TOWN all documents requested by the TOWN evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the TOWN by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 **For Cause.** This Project Agreement may be terminated by either party upon five (5) calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that CONSULTANT abandons this Project Agreement or causes it to be terminated by the TOWN, the CONSULTANT shall indemnify the TOWN against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the TOWN for cause and it is subsequently determined by a court by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 of this Project Agreement and the provision of Section 6.2 shall apply.

6.2 **For Convenience.** This Project Agreement may be terminated by the TOWN for convenience upon fourteen (14) calendar days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the TOWN and for reimbursable expenses incurred prior to the date of termination. The CONSULTANT shall promptly submit its invoice for final payment and reimbursement and the invoice shall comply with the provisions of Paragraph 5.1 of this Project Agreement. Under no circumstances shall the TOWN make any payment to the CONSULTANT for services which have not been performed.

6.3 **Assignment upon Termination.** Upon termination of this Project Agreement, a copy of all of the CONSULTANT's work product shall become the property of the TOWN and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the TOWN, transfer to either the TOWN or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all

other documents and data in the possession of the CONSULTANT pertaining to this Project Agreement. Further, upon the TOWN'S request, the CONSULTANT shall assign its rights, title and interest under any subcontractor's agreements to the TOWN.

6.4 **Suspension for Convenience.** The TOWN shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to thirty (30) calendar days. If any such suspension is directed by the TOWN, the CONSULTANT shall immediately comply with same. In the event the TOWN directs a suspension of performance as provided for herein through no fault of the CONSULTANT, the TOWN shall pay to the CONSULTANT its reasonable costs, actually incurred and paid, of demobilization and remobilization, as full compensation for any such suspension.

SECTION 7. INCORPORATION OF TERMS AND CONDITIONS OF CONTINUING SERVICE AGREEMENT

7.1 This Project Agreement incorporates the terms and conditions set forth in the Continuing Services Agreement dated May 14, 2002 between the parties as though fully set forth herein. In the event that any terms or conditions of this Project Agreement conflict with the Continuing Services Agreement, the provisions of this specific Project Agreement shall prevail and apply.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

ATTEST:

TOWN OF MIAMI LAKES

Beatrix M. Lyrella
Town Clerk

By: *Dennis White*
Dennis White, Town Manager

Date: May 14, 2002

APPROVED AS TO FORM:

Alison S. Beecher
Town Attorney

ATTEST:

KIMLEY-HORN AND ASSOCIATES, INC.

B. Douglas Coomer
Assistant Secretary
B. Douglas Coomer, P.E.
Please type name of Assistant Secretary

By: *R. Russell Barnes, III*
R. Russell Barnes, III, P.E.
Vice President

Date: 5/22/02

(CORPORATE SEAL)

WITNESSES:

Stewart Robertson
Print Name: Stewart Robertson

Greg Kyle
Print Name: Gregory S. Kyle

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EXHIBIT I

April 30, 2002

Mr. Dennis J. White
Town Manager
Town of Miami Lakes
6853 Main Street
Miami Lakes, Florida 33014

Re: Assessment of Existing Roadway Conditions

Dear Mr. White:

In accordance with our general services agreement, Kimley-Horn and Associates, Inc. (KHA) is pleased to submit this proposal to the Town of Miami Lakes (TOWN) for providing consulting and engineering services to prepare an assessment of the existing roadway conditions within the Town.

There are five separate tasks that this proposal will address regarding the Town's roadway assessment project. The tasks are as follows:

1. Projection initiation and management.
2. Visual assessment of the existing roadways (asphalt).
3. Inventory of existing roadway signs and pavement markings.
4. Visual assessment of existing sidewalks and handicapped ramps.
5. Development of a Capital Improvements Plan (CIP).

BACKGROUND

The TOWN was incorporated in December 2000. Miami-Dade County and the Florida Department of Transportation (FDOT) currently own and operate all of the public roadway facilities within the Town. As part of the incorporation of the Town, an assessment of the Town's roadway network needs to be completed in order to adequately assess the conditions of the roadway infrastructure prior to taking over the responsibility from the County.

This proposed scope of services, schedule, and fee are outlined below. This proposal specifically excludes any FDOT owned/operated facilities.

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SCOPE OF SERVICES

Task 1 – Project Initiation and Management

The purpose of this task is to initiate the project including identifying project protocols and establishing the necessary coordination between the ENGINEER and TOWN staff. The ENGINEER will conduct a project Kick-off meeting after receiving notice to proceed from the TOWN. One of the objectives of this meeting is to introduce TOWN staff members and the ENGINEER's key team members who will be involved during the project. At this meeting, information will be obtained known deficiencies within the Town's roadway network as it relates to quality of the existing roadways. The meeting will address the project schedule, coordination requirements, project goals, and project objectives. The ENGINEER will also discuss a standard naming convention and standard field inventory data collection sheets for the roadway assessment during this meeting. At this meeting, the ENGINEER will make recommendations regarding development of the roadway assessment database. The ENGINEER will prepare and distribute minutes of the kick-off meeting.

Several coordination meetings will be required between the TOWN and the ENGINEER throughout the duration of the project. However, it is assumed that at a minimum, coordination meetings will be required on a monthly basis.

Deliverables:

- 1.1 Kickoff meeting and 5 team meetings
- 1.2 Project schedule
- 1.3 Minutes for each meeting

Task 2 – Visual Assessment of Existing Roadways (Asphalt)

The ENGINEER will provide a visual assessment of the existing roadway conditions specifically as it relates to the condition of the roadway asphalt. This will be accomplished in two phases.

The first phase will consist of an assessment from a vehicle in which the conditions of the roadway are noted while traveling. The locations where structural issues such as depressions and asphalt cracking will be noted for additional review. Each street will be noted and a database will be created to document the location and type of defects that are identified.

Upon completion of the vehicular assessment, a separate limited assessment will

be conducted on foot. Each street within the Town that has identified defects noted in the vehicular assessment will be walked and notes will be taken to outline issues and defects that are observed. The database that is created as outlined above will be used to input the information that is noted in this assessment. The data will be compiled and sorted utilizing the database. A meeting will be conducted with TOWN staff to review the results of the assessment.

The ENGINEER will attend up to three (3) meetings with the TOWN staff and/or Miami-Dade County staff to discuss the results of the roadway assessment and outline subsequent actions.

Deliverables:

2.1 Asphalt Assessment Database

Task 3 – Inventory of Existing Roadway Signs and Pavement Markings

The ENGINEER will provide an inventory of the existing roadway signs and pavement markings at major intersections located within the Town. This information will be collected during the assessment of the asphalt that is noted in the previous task. This task specifically excludes all residential streets. The general location, condition, size and type of signs and pavement markings at the major intersections will be noted and recorded as part of this task.

The inventory will be logged by street intersections and incorporated into the database. Schematic sketches outlining the inventoried elements will be produced for each assessed intersection. Additionally, digital photographs will be taken of areas noted as being sub-standard while conducting the inventory.

Upon completion of the inventory, a summary of the inventory will be provided to the Town. Additionally, investigated areas where the existing signage and/or striping does not meet code or is deteriorated beyond a usable condition, will be outlined by the ENGINEER for the TOWN to consider additional actions.

Deliverables:

3.1 Signage and Pavement Marking Database

Task 4 – Visual assessment of existing sidewalks and handicapped ramps

The ENGINEER will provide a visual assessment of the existing sidewalks and handicapped ramps within the areas of the Town that are reviewed in the

previous tasks. The general condition (specifically as it relates to potential "trip and fall" or Americans with Disabilities Act (ADA) violations) of the sidewalks and handicapped ramps will be noted and recorded as part of this task.

The inventory will be logged by street and incorporated into the database. Additionally, digital photographs will be taken of areas noted as being sub-standard while conducting the inventory.

Upon completion of the inventory, a summary of the inventory will be provided to the Town. Additionally, in areas where the existing sidewalks and/or handicapped ramps do not meet current code, the ENGINEER will outline these areas for the TOWN to consider additional actions.

Deliverables:

4.1 Sidewalk and Handicapped Ramp Database

Task 5 - Development of a Capital Improvements Plan (CIP)

Utilizing the results of the above outlined tasks, the ENGINEER will summarize the improvements that are needed to upgrade the level of service for the TOWN's roadway infrastructure (including sidewalks, signing, and striping). This task will be summarized in a prioritized manner and will address the opinion of probable cost associated with each improvement.

The TOWN's CIP will be presented in a spreadsheet format. Each project will be outlined with a description and corresponding budget outlined for each project. A brief summary of each project will be included as the CIP.

Deliverables:

5.1 Capital Improvements Report

Task 6 - Additional Services

Upon authorization the ENGINEER will provide any additional services that may be required beyond those described in Tasks 1 through 5. These services may include but not be limited to such items as the following:

1. Additional Meetings
2. Additional Investigations
3. Field Surveying
4. Construction Documents

SCHEDULE

We will provide these services as expeditiously as possible to meet the schedule mutually agreed upon with the TOWN.

FEEES

Our proposed lump sum fee for the above noted services is as outlined below:

Task 1 - Project Initiation and Management	\$5,000
Task 2 - Visual Assessment of the Roadways	\$18,100
Task 3 - Inventory of Roadway Signs/Markings	\$9,500
Task 4 - Visual Assessment Sidewalks/Ramps	\$9,500
Task 5 - Capital Improvements Plan (CIP)	\$11,500
Total	\$53,600

If you concur with the scope of services and fee and wish to direct us to proceed with the aforementioned services, please execute this letter in the space provided and return to me.

We look forward to serving you on this project. Please call me with any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

R. Russell Barnes, III, P.E.
Vice President

Agreed to this 14th day of May, 2002
TOWN OF MIAMI LAKES

Dennis J. White
Town Manager

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RESOLUTION NO. 02-72

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PASSED AND ADOPTED this 14th day of May, 2002.

Wayne Slato
WAYNE SLATON, MAYOR

ATTEST:

Beatris M. Arguelles
BEATRIS M. ARGUELLES, CMC
TOWN CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

Alison S. Biele
WEISS, SEROTA, HELFMAN, PASTORIZA & GUEDES, P.A.
TOWN ATTORNEY