

Town of Miami Lakes

TOWN COUNCIL

Special Call Meeting

March 30, 2009



TOWN OF MIAMI LAKES, FLORIDA

Town Council

Mayor Michael Pizzi

Vice Mayor Richard Pulido

Councilmember Mary Collins

Councilmember George Lopez

Councilmember Robert Meador II

Councilmember Nick Perdomo

Councilmember Nancy Simon

AGENDA **SPECIAL CALL COUNCIL MEETING**

March 30, 2009

6:30 PM

Miami Lakes Middle School

6425 Miami Lakeway North

Miami Lakes, Florida 33014

- 1. CALL TO ORDER:**
- 2. ROLL CALL:**
- 3. INVOCATION/MOMENT OF SILENCE:**
- 4. PLEDGE OF ALLEGIANCE:**
- 5. PUBLIC COMMENTS:**
- 6. DISCUSSION AND/OR ACTION ITEMS:**
 - A. Planning and Zoning Board Appointments (Pizzi, Collins) Page 3**
 - B. Transfer of Town Community Center- Park and Park Funding (Pizzi) Page 6**
 - C. Town Committees- Committee Jurisdiction and Assignments (Pizzi) Page 8**
 - D. RESOLUTION OF THE TOWN COUNCIL APPROVING THE PROJECT AGREEMENT BETWEEN KIMLEY-HORN AND ASSOCIATES, INC., AND THE TOWN OF MIAMI LAKES TO PROVIDE A DESIGN CRITERIA PACKAGE FOR MIAMI LAKEWAY NORTH PAVING AND DRAINAGE IMPROVEMENTS. (Bocanegra) Page 15**
- 7. FUTURE MEETINGS:**
 - April 14, 2009 REGULAR MEETING, 6425 MIAMI LAKEWAY N, MIAMI LAKES 6:30 PM**
 - April 21, 2009 ZONING MEETING, 6425 MIAMI LAKEWAY N, MIAMI LAKES 6:00 PM**

8. ADJOURNMENT:

This meeting is open to the public. A copy of this Agenda and the backup therefore, has been posted on the Town of Miami Lakes Website at www.miamilakes-fl.gov and is available at Town Hall, 15700 NW 67th Avenue, Miami Lakes, FL. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact Town Hall at 305-364-6100 two days prior to the meeting.

Anyone wishing to appeal any decision made by the Miami Lakes Town Council with respect to any matter considered at this meeting or hearing will need a record of the proceedings and for such purpose, may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based.

Any member of the public wishing to speak on a public hearing matter on this Agenda or under public comments for items not on this Agenda, should fill out a speaker card and provide it to the Town Clerk, prior to commencement of the meeting. Any person presenting documents to the Town Council should provide the Town Clerk with a minimum of 12 copies.



Town of Miami Lakes

Office of Town Clerk
15700 NW 67th Ave
Miami Lakes, Florida 33014

ITEM 6 A



Town of Miami Lakes

15700 NW 67TH Avenue
Miami Lakes, FL 33014

To: Honorable Town Council

From: Mayor Michael Pizzi

Date: March 30, 2009

Subject: Planning and Zoning Board Appointments

Attached is a list of all of the proposed appointments to the Planning & Zoning Board, along with the name of the Council Member making the recommendation for appointment.

The purpose of the meeting will be for each Council Member to formally recommend their appointee, to be followed by a Council vote.


Anyone requesting additional information on the individual appointee should contact Staff.



Town of Miami Lakes

15700 NW 67TH Avenue
Miami Lakes, FL 33014

To: Honorable Mayor and Town Council

From: Frank Bocanegra, Town Manager 

Date: March 26, 2009

Subject: Planning and Zoning Member Nominees

Please be advised that the following nominations have been provided by the members of the Town Council and have cleared the background check as required in Ordinance number 09-112:

Mayor Pizzi	Sean Schwinghammer
Vice Mayor Pulido	Armando Valdes
Councilmember Collins	Humberto Garcia
Councilmember Lopez	Raul de la Sierra
Councilmember Meador	Ameli Padron-Fragetta
Councilmember Perdomo	Thomas McGrath
Councilmember Simon	Pedro Carballo



Town of Miami Lakes

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Miami Lakes, Florida 33014

ITEM 6 B



Town of Miami Lakes

15700 NW 67TH Avenue
Miami Lakes, FL 33014

To: Honorable Town Council

From: Mayor Michael Pizzi

Date: March 30, 2009

Subject: Transfer of Town Community Center- Parks and Park Funding

I have had discussions with the County Mayor's Office and the County Manager's Office regarding facilitating the transfer of the Town Community Center, Parks, and Safe Grant money for our Town. Staff has also had discussions with our Commissioner on this same issue.

The purpose of this meeting is to provide an update and to discuss any action that the Council needs to take to facilitate what has been requested in prior Council Resolutions and motions.



Town of Miami Lakes

Office of Town Clerk
15700 NW 67th Ave
Miami Lakes, Florida 33014

ITEM 6 C



Town of Miami Lakes

15700 NW 67TH Avenue
Miami Lakes, FL 33014

To: Honorable Town Council

From: Mayor Michael Pizzi

Date: March 30, 2009

Subject: Town Committees- Committee Jurisdiction and Assignments

Attached please find a copy of the Committee Rules. The purpose of this item will be to discuss the scope and jurisdiction of existing committees, the proper formation of existing Committees, and the assignment of tasks to existing committees regarding upcoming events, and the Council's desires on these issues.

We will have a discussion on the jurisdiction of our existing Committees, the need for new Committees, and any possible tasks to be assigned to existing Committees.

Committee Rules, Regulations and Procedures

These Committee Rules, Regulations and Procedures (Committee Rules) shall apply uniformly to all Town Committees. The Committee Rules are intended to supplement matters not covered in existing resolutions creating any Town Committees.

For the purpose of these rules, "Committees" Shall include all non-statutory committees, task forces and advisory boards established by the Town Council to make recommendations, advise the council and initiate programs in the Town.

Section 1. Sunset Provisions.

All Committees will be created for an initial one (1) year period. At the conclusion of the first year, the Town Council will review the performance of the Committee and evaluate the need to retain the Committee on a permanent basis. Once a committee is re-authorized, the Committee will have a sunset review every five (5) years. Nothing herein prohibits the Town Council from terminating any Committee at any time.

Section 2. Public Meetings.

All meetings and business of the Committees shall comply with the requirements of Chapters 119 and 286 of the Florida Statutes. All meetings of the Committees shall be open to the public at all times. Meetings shall be conducted in accordance with Robert's Rules of Order (newly revised, 10th edition). Audio recordings shall be made of all meetings and shall be turned over to the Town Clerk in a timely manner.

Section 3. Regular Meetings.

The Committees shall hold at least one regular publicly noticed meeting each month, unless waived by the majority of the Committee, at a location within the Town as set by the Chairperson. The Committee may not waive more than four (4) meetings per year.

Section 4. Special Meetings.

Special meetings may be held upon the call of the Chairperson or a majority of the Town Council upon 48 hours notice. Notice of special meetings shall be by letter sent to the Committee member's home address, via fax or email and shall be received by the member with reasonable notice before the meeting. Special meetings shall be publicly noticed and held at location within the Town as set by the Chairperson.

Additions to existing text are shown by underline; deletions are shown by ~~strikethrough~~

Section 5. Chairperson Meetings.

On a quarterly basis, at a mutually agreeable date, the Committee Chairpersons shall meet to coordinate activities and to strengthen communication among Committees.

Section 6. Subcommittees.

Subcommittees of a particular Committee may be created by the Chairperson with the approval of a majority vote of the committee's members. Subcommittees shall select a Chairperson and shall meet at the call of the Subcommittee Chairperson, or as directed by majority vote of the Committee.

Section 7. Agenda.

The agenda for all meetings of the Committee shall be prepared by the Chairperson or in the absence of the Chairperson, the Vice Chairperson. Additional agenda items may be proposed at any time by any member of the Committee. Items proposed after the agenda is distributed may only be heard under "New Business" and upon an affirmative vote of the majority of the Committee members present at the meeting. Each agenda shall also include a section for public comment.

Section 8. Public Appearances and Requests.

Any Town resident, organization or member of the public may appear before the Committee during the public comment portion of any Committee meeting. Requests to appear shall be made to the Chairperson of the Committee at any time prior to the public comments portion of the meeting. Members of the Town Council that are not members of the actual Committee*(res 08-705) are permitted to attend Committee meetings, but shall not vote or participate in discussion, other than during public comment or if recognized by the Chairperson.

Section 9. Quorum.

Fifty percent (50%) of the Committee members appointed to the Committee shall constitute a quorum. Provided there is a quorum, a majority of those present and voting shall be required to adopt any motion or take any action.

Section 10. Voting.

Each Committee member shall be entitled to one (1) vote on matters coming before the Committee. The Committee shall act as a body in making its decisions. No member present at a meeting may abstain from voting except in cases of conflict of interest, as provided in Florida Statutes and the Miami Dade County Code of Ethics. A member must be present to vote. Proxy votes shall not be permitted.

Section 11. Attendance.

The Secretary shall call the roll at the beginning of each meeting. The roll shall become a part of the minutes.

In the event a Committee member fails to attend three (3) regularly scheduled meetings in one calendar year, the committee member will automatically be removed from the Committee and the Councilmember who nominated that person will be notified of the vacancy. It shall be the duty of the Chairman to strictly enforce the removal of members due to absence.

A member who will be absent may fax their excuse in writing to the Secretary who shall make it a part of the record.

Section 12. Appointments, Vacancies and Resignations.

Each person appointed to a Committee shall be appointed by the Town Council in the following manner:

- (a) Any person meeting the qualifications of office and wishing to serve on a Committee shall submit his or her name and provide a letter of intent to the Town.
- (b) Town staff shall notify the Town Council, in writing, of upcoming vacancies on the Committees, and shall provide to the Town Council the names and brief resumes or letters of intent of the person who have expressed an interest in serving on the Committees.
- (c) Nominations shall be conducted as per the resolution creating the Committee.
- (d) Appointments shall be made by the Mayor subject to the approval of the Town Council at a regularly scheduled Town Council meeting, in accordance with Section 2.2 of the Town Charter.
- (e) If a Councilmember's nominee vacates office, that Councilmember shall be permitted to submit a replacement nomination to the Mayor for appointment and Town Council approval.
- (f) If any Committee member has qualified for the office of Mayor or Town Councilmember, they shall resign from the Committee by the qualification date.

Section 13. Residency Requirement.

Members of the Committees shall either:

- (a) Be a resident of the Town; or
- (b) Be employed in the Town; or
- (c) Be a student in an area school located in the Town; or
- (d) Own a business or property located in the Town.

Non-residents who have particular interest in a Committee and may bring specific talent and/or expertise may serve on the Committee as a non-voting member.

Section 14. Term of Office.

The term of each Committee member shall coincide with the term of the nominating Councilmember, or the Mayor, in the case of the Mayor's appointee. Notwithstanding the preceding sentence, a sitting committee member shall continue to serve until an appointment is made after either an election or a vacancy in a Town office in order to assure continuity and ability to meet quorum requirements until a replacement member is appointed or if no appointment is made within 60 days, the appointment shall be renewed. The nominating Councilmember, or the Mayor in the case of the Mayor's appointment, may remove a committee member at any regularly scheduled Town Council meeting, subject to confirmation of a majority of the Town Council.

There shall be no term limits.

Section 15. Membership Limitation.

No Committee member shall serve on more than two (2) Committees and may hold office only on one (1) Committee at a time.

Section 16. Compensation.

All Committee members shall serve without compensation and shall not otherwise obtain direct or indirect financial gain from their service in the Committee.

Section 17. Oath Requirement.

All Committee members shall be required to subscribe to an oath or affirmation to be filed by the Town Clerk, swearing to support, protect and defend the Constitution and laws of the United States, and the State, the Charter and all ordinances of the Town and Miami Dade County and in all respects to faithfully discharge their duties.

Section 18. Applicability and Explanation of Laws.

All Committee members shall be subject to the State of Florida and Miami Dade County code of Ethics. Upon appointment, a Town representative shall provide Committee members with a copy of the applicable ethics laws and provide an explanation of the State of Florida and Miami Dade County Code of Ethics (sunshine law, public records law, conflict of interest policy) and the Committee Rules to the Committee member.

Section 19. Financial Disclosure Requirement.

As determined by the State of Florida Department of Ethics, no financial disclosure is required to be filed, unless otherwise required.

Section 20. Officers and Elections.

Every Committee shall elect a Chairperson, Vice Chairperson and Secretary annually, or as vacancies occur, at the first meeting conducted after October 1 to serve for a term of one (1) year. Vacancies shall serve the remaining term of the Committee member they are replacing.

Section 21. Mission Statement.

All Committees shall express a statement of their bodies' purpose to be approved by the Town Council, consistent with the intent of the resolution creating the Committee.

Section 22. Records.

Minutes of all Committee meetings shall be kept by the Secretary and shall be available for public inspection. The minutes shall be forwarded to each Committee member for review to be approved by the Committee at its next scheduled meeting, unless special circumstances are approved by the Chair. Once approved, meeting minutes shall be forwarded to the Town Clerk for filing.

During meetings, a standard sign-in register must be completed by Committee members and maintained by the Secretary. Attendance and absences must be recorded and submitted to the Town along with the minutes even if there is not a quorum. Each Committee Secretary shall be responsible for providing a current membership roster of all Committee members to the Town.

Section 23. Committee Reports.

The Chairperson or his/her designee may semi-annually present an oral report to the Town Council which shall be submitted in writing to the Town and shall include a semi-annual year to date financial report. All reports shall be approved by the Committee prior to submission to the Town or presentation to the Town Council. Both the content of the written report and the oral report shall be approved by the Committee prior to submission or presentation to the Town Council.

Section 24. Budget Request and Financial Controls.

Annually, each June 1, after consultation with the Town Manager, the Committee shall submit a written report to the Town, including a budget request for the next fiscal year, for consideration in the preparation of the Town's annual budget. Budget approval shall be made by the Town Council during the adoption of the annual budget. Additionally, the Town Staff will be responsible for ensuring that all expenditures are properly documented and reconciled following generally accepted accounting principles.

***Section 25. Committee Membership by Town Council.**

Notwithstanding the membership of each Town Committee specified in the resolution creating the committee, the Mayor may appoint one (1) or more members of the Town Council (including the Mayor) to each of the Town Committees, subject to Council approval. The appointed Council Members shall be considered voting members of the committees and the total membership of each committee shall be increased to reflect the addition of each individual Council Member to the membership. (*res 08-705)



Town of Miami Lakes

Office of Town Clerk
15700 NW 67th Ave
Miami Lakes, Florida 33014


ITEM 6 D



Town of Miami Lakes

Council Memorandum

To: Honorable Mayor and Town Council

From: Frank Bocanegra, Town Manager 

Subject: Stimulus Bill Transportation Project Design Criteria Package - Work Authorization

Date: March 30, 2009

Recommendation:

It is recommended that the Town Council approve the proposed resolution and work authorization for Kimley-Horn and Associates, Inc., Town Engineer, to complete the design criteria package to bid Miami Lakeway North as a design-build project. This item is included in the stormwater utility and public works budget.

Background

The Town of Miami Lakes will receive funding (\$611,940) from the stimulus bill for the roadway and drainage improvements at Miami Lakeway North south of Celebration point for a transportation related project. The total estimated cost of the project is 1.3 million dollars. The funding to complete the project is allocated in the Public Works budget.

At the Town Council meeting held on November 12, 2008, the Town Mayor and the Town Council directed the Town Manager, to competitively bid professional services to design future Public Works projects. After receiving confirmation that the aforementioned project was eligible to receive federal funding, the Public Works Department worked expeditiously to advertise a Request for Qualification (“RFQ”) to competitively select an engineering firm to design and permit the project. This approach would have allowed to complete the design first, and then bid the project for construction.

Last week the Florida Department of Transportation held an internal meeting, and determined that all LAP projects that are not fully designed be constructed using a design-build approach (see attachment A). A design-build is a project where a contractor and the designer (engineer) work as a team to complete the project based on a design criteria package. Design-Build is intended to make the project shovel-ready to obligate the funds within 120 days. This is a change from the previous plan, where we would have had a year to obligate the funds.

In order to award a contract to a design-build team, the Town needs to prepare the design criteria package. The design criteria package includes survey of the area, geotechnical report, 30 % plans, and preliminary meetings with the regulatory agencies.

In order to meet the strict timeframes established by the stimulus bill, the Town Engineer has agreed to complete the design criteria package and assist in the selection of the best design-build team.

The fees associated with these services are as follow:

Task Fee	Description	Labor
1	Project Management and Project Permit Coordination	\$1,500.00
2	Field Survey/Geotechnical.....	\$2,500.00
3	Conceptual Design Plans	\$17,000.00
4	Design Criteria Package.....	\$11,000.00
5	Design Build Team Selection	\$3,500.00
SUB TOTAL (CONSULTANT FEE)		\$35,500.00

Task Fee	Description	Labor
2	Field Survey/Geotechnical: Avirom and Associates, Inc.	\$12,600.00
	Tierra South Florida, Inc.	\$4,000.00
SUB TOTAL (SUB-CONSULTANT FEE)		\$16,600.00

TOTAL FEE **\$52,100.00**

As a result of the above work order, the Town Engineer will be precluded from participating in the design-build team.

Attachment "A"

From: Santana, Juvenal [mailto:jsantana@cte.cc]
Sent: Tuesday, March 10, 2009 6:19 PM
To: Larrea, Osdel
Cc: Alice.Bravo@dot.state.fl.us; Alvarez, Teresita
Subject: ARRA Miami Lakes Project
Importance: High

Deal Mr. Larrea,

We had a meeting at FDOT this afternoon to discuss all stimulus projects. Due to time constraints and the LAP Agreement approval process, projects that are not fully designed need to be let as design-builds. Please give me a call to discuss.

Juvenal Santana, P.E. | Project Manager | jsantana@cte.cc
10570 N.W. 27 Street, Suite 101 | Miami, Florida 33172
T: 305.599.3141 | F: 305.599.3143



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RESOLUTION NO. 09 _____

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 TO PROVIDE A DESIGN CRITERIA PACKAGE FOR MIAMI LAKEWAY NORTH PAVING AND DRAINAGE IMPROVEMENTS; AUTHORIZING THE TOWN OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Miami Lakes (the “Town”) has retained the services of Kimley-Horn and Associates, Inc. (“Kimley-Horn”) as Town Engineer; and

WHEREAS, in conjunction with the Federal Stimulus Bill, the Town has applied for Local Agency Certification under the Local Agency Program (“LAP”) with the Florida Department of Transportation (the “FDOT”) for project development and construction administration of roadway projects within the Town; and

WHEREAS, FDOT has determined that all projects under the LAP shall be “design-build” projects necessitating the preparation of a design criteria package for the “design-build” team; and

WHEREAS, pursuant to Work Authorization No. 08/09-12, Kimley-Horn has prepared a Project Agreement to provide planning and consultation services to the Town to develop a Design Criteria Package for Miami Lakeway North Paving and Drainage Improvements (the “Project”); and

WHEREAS, the intent of the Project is to develop conceptual plans and contract documents for bidding purposes; and

WHEREAS, Kimley-Horn has agreed to provide the services for the Project; and

WHEREAS, the Town Council finds that approval of the Project Agreement between the Town and Kimley-Horn for the Project 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. Approval of the Project Agreement. Work Authorization No. 08/09-12 between Kimley-Horn and the Town of Miami Lakes to provide planning and consultation services to the Town to develop a Design Criteria Package for Miami Lakeway North Paving and Drainage Improvements (the “Project 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. Authorization of Town Officials. The Town Manager and/or his designee and the Town Attorney are authorized to take all actions necessary to implement the terms and conditions of the Project Agreement.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Town Manager pursuant to the Town’s Purchasing Procedures Ordinance, the Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Project Agreement.

Section 5. Execution of the Project Agreement. The Town Manager is authorized to execute the Project Agreement on behalf of the Town, to execute any required agreements and/or documents to implement the terms and conditions of the Project Agreement

and to execute any extensions and/or amendments to the Project Agreement, subject to the approval as to form and legality by the Town Attorney.

Section 6. **Effective Date.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2009.

Motion to adopt by _____, second by _____.

FINAL VOTE AT ADOPTION

Mayor Michael Pizzi	_____
Vice Mayor Richard Pulido	_____
Councilmember Mary Collins	_____
Councilmember Robert Meador II	_____
Councilmember Nick Perdomo	_____
Councilmember Nancy Simon	_____
Councilmember George Lopez	_____

Michael Pizzi
MAYOR

ATTEST:

TOWN CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

TOWN ATTORNEY
Weiss, Serota, Helfman, Pastoriza,
Cole & Boniske, P.L.

EXHIBIT "A"

PROJECT AGREEMENT

Between

TOWN OF MIAMI LAKES, FLORIDA

And

KIMLEY-HORN AND ASSOCIATES, INC.

for

Work Authorization No. 08/09-12

Design Criteria Package
Miami Lakeway North Paving and Drainage Improvements

PROJECT AGREEMENT

Between

THE TOWN OF MIAMI LAKES, FLORIDA

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 08/09-12

Design Criteria Package
Miami Lakeway North Paving and Drainage Improvements

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., (the "CONSULTANT") dated May 15, 2002, this Project Agreement authorizes the CONSULTANT to provide the services as set forth below.

The TOWN and CONSULTANT agree as follows:

PROJECT UNDERSTANDING

The CONSULTANT shall provide planning and consultation services to the TOWN to develop a Design Criteria Package (DCP) for paving and drainage improvements on Miami Lakeway North as defined in the TOWN's Stormwater Master Plan Update #1 (the "Project Area"). The project includes paving and drainage improvements on Miami Lakeway North from the Celebration Point Development south to Miami Lakes Drive. The project will also include the addition of a 10-foot wide concrete sidewalk on the east side of Miami Lakeway North from Miami Lakes Drive to just north of NW 153rd Street. This scope of services includes the development of the DCP, but not design review or construction phase services that will follow. Design review and construction phase services will be more clearly defined throughout development of the DCP and can be provided as additional services at a later date.

Based on drainage projects requiring an environmental permit through the Department of Environmental Resource Management (DERM), this DCP will include conceptual plans. The conceptual plans are required for coordination with DERM as part of a pre-application meeting. The intent of the pre-application meeting is to confirm that the proposed water quantity and quality approach is acceptable to DERM. The conceptual plans will be developed in plan view only to indicate a proposed drainage layout, inlets, exfiltration trench, limits of roadway resurfacing, and limits of sidewalk for the project. The work associated with completing the design plans and obtaining an environmental permit through DERM will be left to the Design

Build (DB) team. The DB team will also be responsible to obtain all other local, state, and federal permits.

This DCP will include the Request for Proposals (RFP) and “Front End” documents for selection of the DB team, limited field survey to establish base maps, and geotechnical services to obtain limited soil information.

The professional services for this project will include the following:

Task 1 – Project Management and Project Permit Coordination

The CONSULTANT will attend meetings and provide project coordination including:

- 1.1. Attendance at a kick-off meeting with the TOWN to discuss details and pertinent information for the project.
- 1.2. As the primary permitting agency for this project, the CONSULTANT will attend one meeting with DERM to discuss the project intent and the design build process. The CONSULTANT will prepare a memorandum summarizing the meeting.

Task 2 – Field Survey/Geotechnical

- 2.1. The CONSULTANT will utilize Avirom and Associates, Inc. as a SUB-CONSULTANT to provide a right-of-way survey of the proposed Miami Lakeway North project area to develop project base maps/plan sheets at 1"=20' scale. The survey will include right-of-way lines, topographic information, surface features, stationed baseline, and benchmarks. The Design Build team will be required to obtain a complete field survey of the project area as part of developing the final construction plans.
- 2.2. The CONSULTANT will utilize Tierra South Florida, Inc. as a SUB-CONSULTANT to obtain soil information throughout the project areas. The geotechnical information will be evaluated for anticipated performance of the exfiltration trench and will be included in the DCP as reference.

Task 3 – Conceptual Design Plans

- 3.1. The CONSULTANT will complete a hydraulic analysis for the project area based upon the survey and geotechnical information obtained in Task 2. During the analysis, the volume of stormwater runoff shall be calculated from the design storm and the capacity of the existing stormwater collection system shall be evaluated. The results of the above noted calculations will be the basis for design of the stormwater system.
- 3.2. The CONSULTANT will develop a conceptual design of the proposed roadway and drainage improvement project on the base mapping that was developed in Task 2. The conceptual design will be developed in plan view only to indicate a proposed drainage

layout, inlets, exfiltration trench, limits of roadway resurfacing, and limits of sidewalk for the project.

- 3.3. The design for the roadway, drainage, sidewalk, signage, and striping improvements will be based on the Miami-Dade County Public Works Manual and Florida Department of Transportation (the “FDOT”) Standards.
- 3.4. The CONSULTANT will attend one pre-application meeting with DERM to confirm that the proposed drainage layout, water quantity, and quality approach is acceptable to DERM. The CONSULTANT will prepare a memorandum summarizing the meeting.
- 3.5. The CONSULTANT will prepare an opinion of probable construction cost associated with the conceptual design. The opinion of probable cost will be based upon estimated quantities and will utilize unit prices that have been received on similar projects.

Task 4 – Design Criteria Package (DCP)

- 4.1. In addition to the conceptual design plans discussed in the above task, the CONSULTANT will prepare design criteria specifications, Request for Proposals (RFP) and “Front End” documents for use in Design Build team selection and to obtain project pricing. The DCP will require the DB team to comply with the Local Agency Program (LAP) contract requirements.

Task 5 – Design Build Team Selection

- 5.1. The CONSULTANT will review proposals submitted by the DB teams, assisting the TOWN in short-listing teams, participating in the oral presentation and selection process, and answer questions from the DB teams.

SECTION 2. DELIVERABLES

2.1 The deliverable associated with this authorization will be as outlined in the scope of services for each of the listed tasks and include:

- a. Field Survey
- b. Geotechnical Report
- c. Conceptual Design Plans
- d. Design Criteria Package

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 6 or other applicable provisions of this Project Agreement until the project is completed. 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 above. 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 the lump sum compensation as follows for this work authorization:

Task	Description	Labor Fee
1	Project Management and Project Permit Coordination	\$1,500.00
2	Field Survey/Geotechnical.....	\$2,500.00
3	Conceptual Design Plans	\$17,000.00
4	Design Criteria Package.....	\$11,000.00
5	Design Build Team Selection	<u>\$3,500.00</u>
SUB TOTAL (CONSULTANT FEE)		\$35,500.00

Task	Description	Labor Fee
2	Field Survey/Geotechnical: Avirom and Associates, Inc.	\$12,600.00
	Tierra South Florida, Inc.	<u>\$4,000.00</u>
SUB TOTAL (SUB-CONSULTANT FEE)		\$16,600.00

TOTAL FEE **\$52,100.00**

4.2 **Reimbursable Expenses.** The following expenses are reimbursable at their actual cost: 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 **Compensation and Reimbursable Expenses.** CONSULTANT shall submit invoices which are identified by the specific project number 08/09-12 on a monthly basis in a timely manner. Invoices shall not exceed amounts allocated to 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 provisions 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 sub-CONSULTANT 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 15, 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 SPACE LEFT BLANK INTENTIONALLY]

TOWN OF MIAMI LAKES

By: _____
Frank Bocanegra, Town Manager

Date: _____

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
Gary R. Ratay, P.E.
Senior Associate

Date: _____

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