

RESOLUTION NO. 03-170

**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 DESIGN SERVICES FOR ROYAL OAKS PARK; 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 and Associates, Inc. as Town Engineer; and

**WHEREAS**, as part of the preliminary design services for Royal Oaks Park (the “Park”), the Town Engineer has provided services including field reviews, renderings and presentations;

**WHEREAS**, in order to move forward with the improvements to the Park under the design build method, the Town must retain an engineering consultant to serve as the design criteria professional create a design criteria package for utilization by firms to submit proposals and statements of qualifications; and

**WHEREAS**, the Town Council finds that approval of the Project Agreement between the Town and Kimley-Horn and Associates, Inc. for the creation of a design criteria package and other preliminary matters as design criteria professional 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 Project Agreement.** The Project Agreement between Kimley-Horn and Associates, Inc. and the Town of Miami Lakes for services as Design Criteria Professional (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. Authorization of Town Officials.** The Town Manager and Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Agreement.

**Section 4. Authorization of Fund Expenditure.** The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

**Section 5. Execution of Agreement.** The Town Manager is authorized to execute the Agreement on behalf of the Town.


**Section 6. Effective Date.** This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 9<sup>th</sup> day of Sept., 2003.

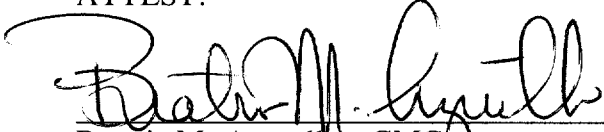
Motion to adopt by Collins, second by Thomson.

FINAL VOTE AT ADOPTION

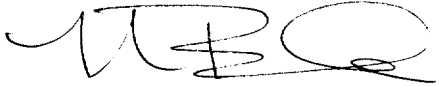
Mayor Wayne Slaton	<u>Yes</u>
Vice Mayor Roberto Alonso	<u>Yes</u>
Councilmember Mary Collins	<u>Yes</u>
Councilmember Robert Meador	<u>Yes</u>
Councilmember Michael Pizzi	<u>Absent</u>
Councilmember Nancy Simon	<u>Yes</u>
Councilmember Peter Thomson	<u>Yes</u>

  
\_\_\_\_\_  
Wayne Slaton  
MAYOR

ATTEST:

  
\_\_\_\_\_  
Beatris M. Arguelles, CMC  
TOWN CLERK

Approved as to form and legality for the use  
and benefit of the Town of Miami Lakes only:

  
\_\_\_\_\_  
Weiss, Serota, Helfman, Pastoriza, Guedes  
Cole & Boniske, P.A.  
TOWN ATTORNEY

# **PROJECT AGREEMENT**

Between

**TOWN OF MIAMI LAKES, FLORIDA**

And

**KIMLEY-HORN AND ASSOCIATES, INC.**

for

Work Authorization No. 02-23

Royal Oaks Park Phase I Design/Build Criteria Documents

PROJECT AGREEMENT

Between

THE TOWN OF MIAMI LAKES, FLORIDA

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 02-23

Royal Oaks Park Phase I Design/Build Criteria Documents

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 May 15, 2002, 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**

**1.0 Project Description**

The Town of Miami Lakes proposes to construct Phase I of Royal Oaks Park. The park site is 22 acres in size and, with the exception of a tot lot, is currently vacant. The park will be constructed in two phases. Phase I will generally include the following:

- Construction of four (4) soccer fields including lighting, irrigation and bleachers.
- Construction of approximately 135 parking spaces.
- Entrance and parking lot lighting.
- One restroom facility.
- Two picnic shelters.
- Potable water and sewer facilities for restroom.
- Minimal site landscaping and irrigation.

Kimley-Horn and Associates, Inc. (KHA) will prepare design criteria documents that will be used to obtain proposals and bids from design/build firms for the implementation of Phase I. Additionally, KHA will provide support during the bidding and award of the project and oversight of the design/build firm as the project proceeds. The services to manage the design/build firm and construction observation will be provided under a separate work authorization.

## **2.0 Survey**

Prior to the initiation of design services, a boundary and topographic survey will be conducted of the project site by a KHA sub-consultant. The survey will include the topography of the existing park site as well as the perimeter roads (up to the centerline). Topographic elevations will be taken at 50 foot intervals on average. Horizontal and vertical control will be tied to Miami-Dade County control points. Existing above ground features (i.e. fences, trees, pavement edges, etc.) will be inventoried. The boundary of the site will be determined and property corners re-established. Bench marks for future horizontal and vertical control by the contractor will be established.

## **2.1 Geotechnical Evaluation**

Prior to the initiation of design services, a geotechnical evaluation of the project site will be conducted by a KHA sub-consultant. The evaluation of the site will include a series of ten foot deep standard penetration borings to identify unsuitable materials in the areas of the parking lot, building pads, and ball fields. Percolation rates will be taken to establish drainage calculation criteria.

## **2.2 Design Criteria Documents**

Based on the attached Master Plan of the park (Option 1, dated August, 2003) the following will be accomplished as part of this phase.

- 2.2.0 Kickoff meeting- The project team will meet with Town staff review the park master plan, budget, proposed schedule, goals and objectives of the Town. Additionally, space, appearance and use requirements for the restroom facility will be discussed.
- 2.2.1 Design criteria drawings of the proposed restroom facility will be developed. The restroom is anticipated to be a single story, air-conditioned, ADA compatible facility for both men and women. The facility will be sized to meet the requirements of Phase I. Additional demand in Phase II (i.e. tot lot, additional fields, picnic areas, etc) will be provided in the community center. The restroom facility will include an electric room for site electric services, janitors closet, and storage. Design criteria document drawings shall include:
  - Proposed floor plan
  - Building elevations
  - Color/Materials board
- 2.2.2 Schematic drawings of the balance of the park will be developed at part of the design criteria package. Schematic drawings will include:
  - General Notes
  - Schematic Site Plan
  - Geometric Layout Plan

- Preliminary grading and drainage plans including locations of piped drainage systems
- Paving and Grading details including parking details, curbs, sidewalks, etc.
- Soccer field details ( goals, backstops etc)
- Bleacher details
- Schematic Potable Water and Sewer Plan
- Potable Water Details
- Sewer Details
- Schematic Site Electrical Plans
- Schematic Electrical riser and loading plans
- Site Electrical Details
- Schematic Site Irrigation Plans
- Site Irrigation Details
- Irrigation Pump details
- Schematic Site Landscaping Plans
- Site Landscaping Details
- Schematic Restroom Architectural Floor Plan
- Restroom Architectural Sections and Details
- Schematic Restroom Structural Plans
- Schematic Restroom Mechanical, Electrical and Plumbing Plans and Details

2.2.3 KHA will prepare a preliminary storm water model and analysis for the site to establish minimum control grades, storage requirements, and drainage structure requirements.

2.2.4 A pre-application meeting will be held with Miami-Dade County and South Florida Water Management District to review the drainage concerns/solutions and the supply of irrigation water prior to application submittal.

2.2.5 Irrigation water demands will be calculated for the Park. These calculations will consider grow-in and normal demands.

2.2.6 Calculations will be prepared for the electrical demand of the Park along with meeting with Florida Power and Light to discuss availability, routing and schedule.

2.2.7 Draft Technical Specifications will be prepared and submitted as part of this phase.

2.2.8 The Preliminary Opinion of Probable Cost will be updated.

2.2.9 Permits for the construction of the park will be identified and included in the design criteria package for submittal by the design/build team on behalf of the Town.

### **2.3 RFP/RFQ/Bid Services**

The Project will be built utilizing the Design/Build method of Project delivery. The Design/Builder will be selected by way of a two step selection process. The first step will be to seek statements of qualifications along with a letter of interest. The result of the first step will be a shortlist of contractors based on qualifications. Short-listed firms will be asked to submit complete proposals and priced bid. Additionally, they shall also be required to make a presentation before a selection committee. A final ranking will be made based on a pre-established point system.

- 2.3.1 KHA will prepare the request for qualifications requirements for the design/build firms. This will be reviewed with Town Administration and upon receipt of the letters of interest; KHA will assist in the evaluations of the letters of interest and provide a summary of the results. The Town Manager will provide the list of individuals that will serve on the selection committee.
- 2.3.2 KHA will prepare the request for proposals for the “short-listed” design/build firms. The request for proposals (RFP) will include the contract, design criteria package that was developed in Task 2.2, and the pre-established scoring system. The pre-established scoring system along with the rest of the RFP package will be reviewed and approved by the Town Administration prior to distribution to the short listed design/build firms.
- 2.3.3 KHA will prepare the scoring sheet for selection committee members to utilize during the oral presentations of the design/build firms. KHA will facilitate these presentations and will participate in the selection process.
- 2.3.4 KHA will answer questions from contractors and issue addendum as necessary.
- 2.3.5 KHA will bids and prepare a bid tabulation sheet for use in making the recommended award.

### **2.4 Additional Services**

Upon the Town’s authorization, KHA will provide any additional services that may be required beyond those previously described. Compensation for additional services will be agreed to prior to their performance. These services may include but are not limited to such items as the following:

- a. Project Management of the Design/Build firms
- b. Post design services

1.2 It is anticipated that the project will be completed within 70 working days of authorization.



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 Design Criteria Package
- 2.2 RFP and RFQ
- 2.3 Memo on recommendation for award of contract
- 2.4 Site Survey
- 2.5 Site Geotechnical Report

**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 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 following lump sum compensation for this Work Authorization by task:

Survey:	\$8,400
Geotechnical:	\$2,500
Electrical:	\$12,000
Architectural:	\$17,100
LA/Irrigation:	\$8,000
Design Services:	\$66,000
RFP/RFQ/Bid Services:	\$11,000
Expenses	<u>\$8,500</u>
Total	\$133,500

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 **Compensation and Reimbursable Expenses.** CONSULTANT shall submit invoices which are identified by the specific project number 02-23 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 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.

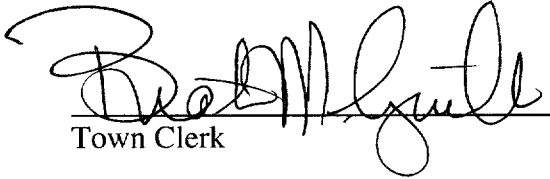
6.4 **Suspension for Convenience.** The TOWN shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to thirty (30) calendar days. If any such suspension is directed 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 CONDITONS 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.

**ATTEST:**


**TOWN OF MIAMI LAKES**

  
Town Clerk

By:   
Alex Rey, Town Manager


Date: 9/15/13

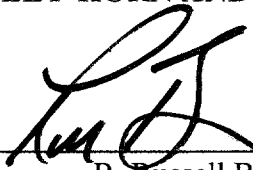
**APPROVED AS TO FORM:**

  
Town Attorney

**ATTEST:**

**KIMLEY-HORN AND ASSOCIATES, INC.**


  
Assistant Secretary  
P. Douglas Coomer  
Please type name of Assistant Secretary

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

Date: 9/15/13

**WITNESSES:**

  
Print Name: GARY R. RATTY

  
Print Name: Shanda S. Layne