

RESOLUTION NO. 11-955

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO AWARD A CONTRACT TO KIMLEY-HORN AND ASSOCIATES, INC., IN THE AMOUNT OF \$19,000, WORK AUTHORIZATION NO. 11/12-02, TO PROVIDE ENGINEERING SERVICES FOR THE DESIGN OF STORM SEWER CONNECTION AT 79TH AVENUE; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Miami Lakes (the "Town") has a repetitive flooding issue at the intersection of 79th Avenue, north of the 154th Street connection; and

WHEREAS, as Kimley-Horn and Associates, Inc., designed the system, the Town requested their assistance in studying the problem and determining if the 154th Street System had sufficient capacity to allow for the connection of the existing system on 79th Avenue; and

WHEREAS, Kimley-Horn and Associates, Inc. determined that there is sufficient capacity for connecting the existing system; and

WHEREAS, the Town Manager has negotiated the amount of the proposal and believes it is a reasonable amount and in the best interest of the Town to award the design to Kimley-Horn and Associates, Inc., for completion of the design drawings for the 79th Avenue sewer connection, which is awarded pursuant to the Continuing Services Agreement between the Town and Kimley-Horn and Associates, dated November 15, 2002; and

WHEREAS, the Town Council approves the award of the contract for the design of the sewer connection at 79th Avenue to Kimley-Horn and Associates, Inc.

Resolution No. 11-_____

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

Section 1. Recitals. The foregoing Recitals are true and correct and incorporated herein by this reference.

Section 2. Approval of the Contract. The Town Council hereby approves award of the contract to Kimley-Horn and Associates, Inc., in the amount of \$19,000.

Section 3. Authorization of Fund Expenditure. The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the contract.

Section 4. Authorization of Town Manager. The Town Manager and/or his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Contract.

Section 5. Execution of the Contract. The Town Manager is authorized to execute the Contract, on behalf of the Town, with Kimley-Horn and Associates for the design of storm sewer connection at 79th Avenue.

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Resolution No. 11-_____

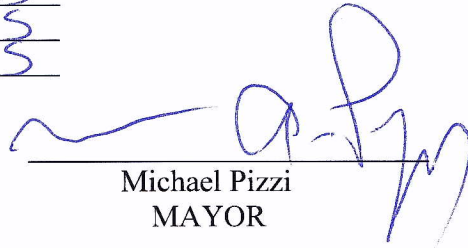
Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 13 day of December 2011.

Motion to adopt by Michael Pizzi, second by Ceasar Mestre.

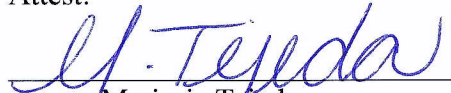
FINAL VOTE AT ADOPTION

Mayor Michael Pizzi	<u>yes</u>
Vice Mayor Ceasar Mestre	<u>yes</u>
Councilmember Mary Collins	<u>yes</u>
Councilmember Tim Daubert	<u>yes</u>
Councilmember Nelson Hernandez	<u>yes</u>
Councilmember Nick Perdomo	<u>yes</u>
Councilmember Richard Pulido	<u>yes</u>



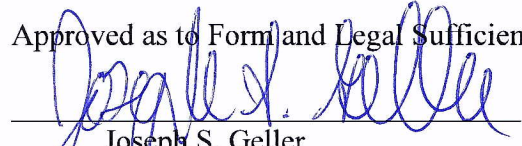
 Michael Pizzi
 MAYOR

Attest:



 Marjorie Tejeda
 TOWN CLERK

Approved as to Form and Legal Sufficiency



 Joseph S. Geller
 Greenspoon Marder PA
 INTERIM TOWN ATTORNEY

PROJECT AGREEMENT

Between

TOWN OF MIAMI LAKES, FLORIDA

And

KIMLEY-HORN AND ASSOCIATES, INC.

for

Work Authorization No. 11/12-02
NW 79th Avenue Drainage Improvements

PROJECT AGREEMENT

Between

THE TOWN OF MIAMI LAKES, FLORIDA

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 11/12-02

NW 79th Avenue 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:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide planning and consultation services to the TOWN for the design and permitting of drainage improvements on NW 79th Avenue in close proximity to NW 154th Street (Miami Lakes Drive). The project area is considered to be NW 79th Avenue from NW 154th Street to and including the entrance into the Winn Dixie shopping center. The intent is to also extend the survey 100 feet into the shopping center driveway east of NW 79th Avenue to understand drainage patterns at that driveway. Onsite drainage improvements on the shopping center property are not proposed or included in this scope of services.

1.2 The project intent is to connect the existing drainage system on NW 79th Avenue to the existing drainage system on NW 154th Street. It is anticipated that water quality treatment can be obtained with exfiltration trench on NW 79th Avenue as well as additional exfiltration trench on NW 154th Street as part of a future roadway widening project. This connection will also provide an outfall connection for NW 79th Avenue through the existing NW 154th Street outfall pipe. A new drainage permit and permit modification for the existing outfall pipe will be required, but it is not anticipated that a new outfall pipe or modifications to the existing outfall pipe will be required for this project. The construction work will generally include localized drainage improvements, connection to outfall, exfiltration trench, resurfacing, pavement

markings and signage. All improvements will be designed in accordance with the TOWN's Stormwater Master Plan Criteria.

1.3 This scope of services includes design, permitting, construction plans, bid form, and technical specifications for the development of a contract document package. "Front End" documents for the contract document package will be provided by the TOWN. This scope of services includes project certification based on TOWN documentation, but does NOT include any additional post-design services.

The professional services for this project will include the following:

Task 1 – Project Initiation, Coordination and Schematic Design

As part of this task, the CONSULTANT shall obtain, review, and analyze survey and soil testing for the Project Areas. Upon receipt of the survey and geotechnical information, the CONSULTANT shall visit the site to collect data and note existing conditions. The survey and information collected during the site visits will be utilized to develop a schematic drainage design plan. The schematic design plan will be provided to the Town in plan view only identifying proposed drainage improvements and existing conditions. The schematic drainage design plans will be the basis for discussion of alternatives with TOWN staff.

As part of this task, two (2) copies of the survey will be forwarded to each utility company known to operate in the vicinity of the Project Area. Each utility company will be requested to return one redlined survey, identifying the horizontal and vertical location of their facilities and any proposed improvements planned within the next two years throughout the project area. This information will be incorporated into the Design Development Plans as part of Task 2 upon receipt from the utility companies.

As part of this Task, the CONSULTANT shall attend one (1) meeting with TOWN staff.

Task 2 – Design Development Plans

Utilizing the survey, soil testing results and schematic plan developed in Task 1 above, the CONSULTANT shall prepare Design Development Plans for the construction of drainage improvements within the Project Area. Design Development Plans will show the geometric layout on top of the base survey data. The basis for design will be the Miami-Dade County Public Works Manual and Florida Department of Transportation (the "FDOT") Standard Indexes where applicable. The following plan sheets may be included in the Design Development Plans:

1. Key Sheet – Project title, vicinity map, engineer of record, and other appropriate information.
2. Plan and Profile Sheets (22" x 34" format) – Preliminary geometric alignment for the milling and resurfacing of the roadways within the project area. Replacement of the stamped asphalt on NW 79th Avenue will be discussed with the TOWN and identified on the

plans accordingly. These sheets shall also contain the preliminary horizontal, vertical, and geometric alignments for modifications/additions to the existing drainage system.

3. Miscellaneous Construction Details – These sheets shall provide initial construction details that are not included in the FDOT Standard Indexes or Miami-Dade County Details.
4. Miscellaneous Drainage Details – These sheets would provide initial drainage details that are not included in the FDOT Standard Indexes or Miami-Dade County Details.
5. Typical Signing and Pavement Marking Details – Preliminary signing and pavement markings shall be detailed for use in the project.
6. Erosion Control Plans and Details – Preliminary stormwater pollution prevention plans and associated details for use in the project.

Task 3 – Drainage Design and Permitting

Coordination Meetings - The CONSULTANT shall attend one coordination meeting each with representatives of the Miami Dade County Department of Environmental Resources Management (“DERM”) and the Miami-Dade County Department of Public Works (“Miami-Dade Public Works”) during the course of the design and permitting process. The intent of the meetings will be to review the proposed design and permitting requirements. The CONSULTANT will also coordinate with the TOWN’s Public Works department.

Hydraulic Analysis - The hydraulic analysis shall be completed for the Project Area based upon the geotechnical and survey information obtained in Task 1. 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 along with the incorporation of budget constraints will be the basis for design of the stormwater system. As discussed under Scope of Services, the design intent is to supplement the NW 79th Avenue drainage system with exfiltration trench and by connecting to the existing NW 154th Street system and associated outfall pipe.

Permitting - The CONSULTANT shall prepare and submit permit applications to DERM and Miami-Dade Public Works. The package will consist of the permit application form, pre-development and post-development runoff calculations, and the Design Development Plans. Responses to comments (one set of review comments by DERM and Miami-Dade Public Works) will be prepared within the Final Construction Plans. The Town will pay all permit fees directly.

Task 4 - Final Construction Plans and Contract Documents

Final Construction Plans - Upon receipt of comments from DERM and Miami-Dade Public Works, the Design Development Plans will be upgraded to Construction Plans incorporating the permitting agency comments. The final construction document sets will include the following:

1. Key Sheet – Project title, vicinity map, engineer of record, and other appropriate information.
2. Plan and Profile Sheets (22” x 34” format) – Containing the geometric, horizontal and vertical alignment for the milling and resurfacing of the project area. Replacement of the stamped asphalt on NW 79th Avenue will be discussed with the TOWN and identified on the plans accordingly. These sheets shall also contain the horizontal, vertical, and geometric alignments for modifications/additions to the existing drainage system.
3. Miscellaneous Construction Details – These sheets shall provide construction details that are not included in the FDOT Standard Indexes or Miami-Dade County Details.
4. Miscellaneous Drainage Details – These sheets would provide drainage details that are not included in the FDOT Standard Indexes or Miami-Dade County Details.
5. Typical Signing and Pavement Marking Details – Signing and pavement markings shall be detailed for use in the project.
6. Erosion Control Plans and Details – Stormwater pollution prevention plans and associated details for use in the project.
7. An updated Statement of Probable Construction Cost.
8. The CONSULTANT may also be authorized as an additional service to include in the Construction Documents approved additive and/or deductive alternate bid items, to permit Town to award a Construction Contract within a specified budget.
9. The CONSULTANT shall provide a bid form and technical special provisions or specifications as determined by the CONSULTANT.

The CONSULTANT shall attend one (1) meeting with TOWN staff throughout the Final Construction Plan task.

Task 5 – Project Certification

Upon successful completion of the project by the General Contractor, the CONSULTANT shall review site reports and field documentation provided by the TOWN as well as Asbuilt drawings provided by the General Contractor to provide a letter of certification that the project has been built in general compliance with the plans.

Review record drawings of the utilities for certification to DERM. The record drawing information will be based upon “as-builts” (meeting local jurisdictional requirements) provided by the Contractor’s registered Florida Surveyor during and after completion of construction.

The CONSULTANT shall not be responsible for the acts or omissions of any Contractor or subcontractor, any of the Contractor(s)’ or subcontractor(s)’ agents or employees, or any other

persons (except the CONSULTANT's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work.

This scope of services does not include any additional construction phase services such as progress meetings, site meetings, onsite observations, shop drawing review, contract clarification, pay application review, or development of Asbuilt drawings.

SECTION 2. DELIVERABLES/SCHEDULE OF WORK

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:

1. Schematic Design Plans
2. Design Development Plans
3. Drainage Calculations
4. Permit Applications
5. Final Construction Plans
6. Project Certification

2.2 The following table represents a proposed Schedule of Work:

SCHEDULE OF WORK

Major Task and/or Activity	Duration
Task 1 –Project Initiation, Coordination & Schematic Design	40 calendar days **
Task 2 – Design Development Plans	40 calendar days **
Task 3 – Drainage Design & Permitting	100 calendar days *
Task 4 – Final Construction Plans and Contract Documents	40 calendar days **
Task 5 – Project Certification	180 calendar days

*anticipated based on permitting agency review

**10 calendar days has been included for Town reviews

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 compensate the CONSULTANT as follows for this work authorization:

Task	Description	Labor Fee
1	Project Initiation, Survey, and Schematic Design	\$6,500

2	Design Development Plans.....	\$3,500
3	Drainage Design and Permit Applications	\$4,000
4	Final Construction Plans and Contract Documents	\$4,500
5	Project Certification	\$500

LUMP SUM FEE **\$19,000**

4.2 **Reimbursable Expenses.** The following reimbursable expenses such as long distance telephone calls, facsimile, courier services, mileage, photo and reproduction services are included in the Lump Sum Compensation.

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 11/12-02 on a monthly basis in a timely manner. Invoices shall not exceed amounts allocated to the Project 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 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.

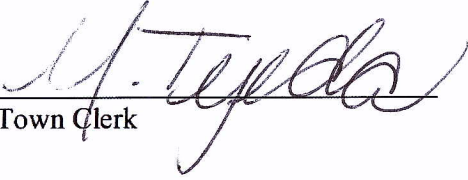
SECTION 7. INCORPORATION OF TERMS AND CONDITIONS OF CONTINUING SERVICE AGREEMENT


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.

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ATTEST:

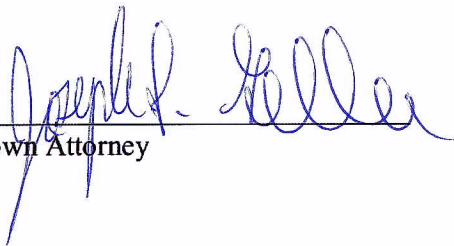
TOWN OF MIAMI LAKES


Town Clerk

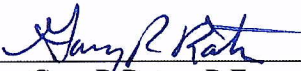
By: 
Alex Rey, Town Manager

Date: 1-12-12

APPROVED AS TO FORM:


Town Attorney

KIMLEY-HORN AND ASSOCIATES, INC.

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

Date: 11/28/11