

RESOLUTION NO. 2014-61

**A RESOLUTION OF THE VILLAGE COMMISSION
OF THE VILLAGE OF BISCAYNE PARK, FLORIDA,
ACCEPTING THE PROPOSAL OF THE RUSSELL
PARTNERSHIP, INC. FOR ARCHITECTURAL
ENGINEERING SERVICES FOR THE DESIGN
PREPARATION OF CONSTRUCTION DOCUMENTS
AND CONSTRUCTION ADMINISTRATION OF THE
PROPOSED VILLAGE HALL PROJECT;
AUTHORIZING AND RECOGNIZING THE
SELECTION OF THE RUSSELL PARTNERSHIP,
INC., CONSISTENT WITH SECTION 287.055,
FLORIDA STATUTES; PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, the Village of Biscayne Park, during the last Florida state legislative session, was awarded a \$1,000,000 grant from the Florida Department of Economic Opportunity to renovate the Village's log cabin and construct a Village Hall; and

WHEREAS, as part of the requirements to fulfill the grant, all proceeds need to be expended on or before June 30, 2015; and

WHEREAS, in order to comply with the timing requirements of the grant, the Village needs to move as expeditiously as possible; and

WHEREAS, the Village has an on-going contract, consistent with Section 287.055, Florida Statutes, (Consultant's Competitive Negotiation Act) for miscellaneous professional architectural, landscape architectural and engineering services as directed by the Village for projects and tasks as may be required from time to time with The Russell Partnership, Inc.; and

WHEREAS, The Russell Partnership, Inc. has agreed to abide by its hourly rate billing schedule that it provided the Village in 2005; and

WHEREAS, The Russell Partnership, Inc.'s proposal for architectural engineering services for the design preparation of construction documents and construction administration of the new Village Hall is in the amount of \$47,150.00; and

WHEREAS, The Russell Partnership, Inc. has already provided architectural plans which the Village previously paid for and which the Village will be able to implement upon entering into a contract with The Russell Partnership, Inc. at no additional cost;

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION
OF THE VILLAGE OF BISCAYNE PARK, FLORIDA:**

Section 1: That the foregoing "Whereas" clauses are true and correct and hereby ratified and confirmed by the Village Commission.

Section 2. That the Village Commission of the Village of Biscayne Park hereby authorizes the Village Manager to execute the proposal with The Russell Partnership, Inc. for

1 architectural and engineering services for the renovation of the Village's log cabin and the
2 construction of a Village Hall.

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4 **Section 3.** That this resolution shall be effective immediately upon adoption by
5 majority vote of the Commission of the Village of Biscayne Park, Florida.

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7 PASSED AND ADOPTED this 9th day of September, 2014.
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14 David Coviello, Mayor

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16 Attest:

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21 Maria C. Camara, Village Clerk

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23 Approved as to form:

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25 
26 _____
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28 John J. Hearn, Village Attorney

**The foregoing resolution upon being
put to a vote, the vote was as follows:**

Mayor Coviello: Yes
Vice Mayor Ross: Yes
Commissioner Anderson: Yes
Commissioner Jonas: Yes
Commissioner Watts: Yes

THE RUSSELL PARTNERSHIP, INC.

Architecture • Planning • Interior Design

September 3, 2014, rev.

Heidi Shafran, AICP
Village Manager
Village Hall
640 NE 114th Street
Biscayne Park, FL 33161

Re: **New Village Hall**
Village of Biscayne Park
Proposal for Architectural and Engineering Services

Dear Heidi:

We are pleased to submit for your review and approval this Proposal for Architectural and Engineering Services for the design, preparation of construction documents and construction administration of the new Village Hall.

SCOPE OF SERVICES

At the commencement of our services we will require an agreed to floor plan so that we can proceed to prepare construction documents. The plan, elevations and roof line are based on the previous design for this project, any changes are expected to be minor. The fee is based on the understanding that the construction administration fees are not based on a multi-phased construction project.

Based on this fact we have requested that the following firms provide the requisite consulting services:

JMM Consulting Eng.	Mechanical, Electrical and Plumbing Engineers
Brill, Rodriguez & Salas	Structural Engineers
Campanile & Associates, Inc.	Civil Engineers

We believe that our scope of work will consist of:

- Preparation of Design and Construction Documents based on the 2006 design for a New Village Hall and Police Building. The Computer Learning Center is to be designed as the new Police building. The breezeway that connected the Village Hall and the Computer Center will be enclosed. The intent is to salvage the floor plan approx. 1,700 SF to 2,000 SF and the building elevations as designed and to update the drawings to meet current code. Prior to initiating revisions to the plan we will need an agreement on various items including-toilet rooms, parking spaces, building locations, and room layouts.
- We will assist in permitting of the project by responding to comments in a timely manner. Walking the documents thru the agencies having jurisdictions is not included in this proposal.

- We will assist during the bidding process. We will respond to comments/questions during this process in conjunction with the owners representatives.
- We will provide Construction Administration services that include review of submittals (shop drawings), respond the request for information (RFI's), review the payment request and attendance to construction meetings(once per month) by the architect's representative.
- The civil engineer will show the septic system per the plumbing engineers design if additional details are required by the civil engineer for the system then that can be accomplished as an additional service.

Please see the attached proposals from the consulting engineers for clarification on their scope of work and exclusions.

COMPENSATION

This Proposal is calculated and will be invoiced as a Fixed Lump Sum. We will invoice on a monthly basis or upon completion of a milestone.

Fee Schedule as follows:

- 45% due by completion of Construction Doc's
- 12% due by completion of Permit
- 8% due by completion of Bid
- 35% for Construction Administration services

The fees have been calculated as follows:

Campanile & Associates, Inc.	\$6,000
JMM Consulting Engineers	\$4,000
Brill Rodriguez and Salas	\$5,000*
Architecture	<u>\$32,150</u>
Total-	\$47,150

*The structural engineering fee does not include threshold, or special inspector services. The engineer can provide an additional fee for verification of structural compliance (numerous site visits during construction-the building department will require a certification at the completion of the project that the project has been built in compliance per code and documents. The eng. or record cannot attest to this unless he makes numerous visits to the site.

We do not have any fees associated with Landscape design nor for the design of an Irrigation System.

Off-site work is excluded from this contract.

The construction period will be approximately 6-7 months in duration.

Permit fees are not included in this proposal.

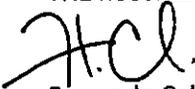
Printing of 2 permit sets, 2 sets for owner, 4 sets for A/E is included in fee.

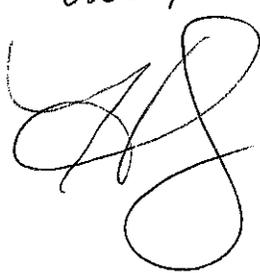
Delivery fees, mailing fees are not included in the fee and will be invoiced upon occurrence.

The architect's fee includes eight field visits during construction. No field visits during construction are included for the structural or the MEP engineers.

Based on the above-mentioned criteria, we request that a Service Order be issued as a Fixed Lump Sum Fee Amount of \$47,150. Should you have any questions, please feel free to call me at your earliest convenience. We will commence upon written notice to proceed.

Sincerely,
THE RUSSELL PARTNERSHIP, INC.

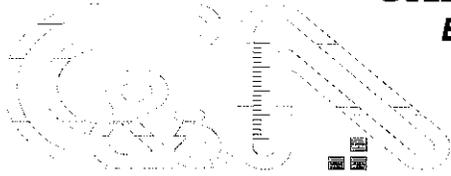

Fernando Calcines, R.A.
Principal

accepted 9/11/14
 per Reso
2014-61

cc: File

Attachment: Proposals from consulting engineers

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CAMPANILE & ASSOCIATES, INC.

ENGINEERS · PLANNERS · SURVEYORS

6420 Mahi Drive

Coral Gables, Florida 33158-1841

Tel: (305) 971-1988 · Fax: (305) 971-1989

August 10, 2014

Fernando Calcines
The Russell Partnership, Inc.
5815 S.W. 68th Street
Miami, Florida 33143

Re: *Proposed VILLAGE HALL PROJECT, Village of Biscayne Park, Florida*

Dear Mr. Calcines:

We are very appreciative of the opportunity to submit this Proposal for professional civil engineering services on the above-referenced project in accordance with your request. This Proposal describes our understanding of the project, lists a purpose for our services, suggests a specific scope of services, and presents our compensation. As you are aware, we have previously prepared a Domestic & Irrigation Water Service Design back in 2006 that was never constructed, and now the Village has found a funding source and is ready to construct.

I. SCOPE OF SERVICES

1. UPDATE OF PRIOR DESIGN \$1,500.00

We will take our prior design plan and update it to current codes and regulations.

2. APPROVAL PROCESSING \$2,500.00

We will submit our design to the Miami-Dade County Water and Sewer Department (WASD) for their approval.

3. BID & CONSTRUCTION ADMINISTRATION SERVICES \$2,000.00

We will answer bidders' questions/RFI's, review bids, review shop drawings, inspect construction and process final certification and construction completion.

II. CONDITIONS AND TERMS OF PROPOSAL

1. The above stated fees are fixed for a period of thirty (30) days from the date of this proposal.
2. Work not made specific within this proposal will only be performed with client's express written authorization (fax, email). When applicable we will provide an encompassing fee for any additional service, otherwise said services will be performed on an hourly basis at

the rates listed below. Work specifically excluded from this proposal includes: land surveying; water main design; traffic engineering; FDOT permit processing; and Specifications (other than what will be shown on our design plans).

III. PLAN REVISIONS

- A. Minor changes as additions and/or deletion of notes, specifications, details or otherwise subtle adjustments in the work product are included in the referenced fee amount.
- B. Major changes as may be required by the client, county or other Governmental Agencies will be billed based on an hourly rate as stated below. Campanile & Associates, Inc. reserves the right to determine what constitutes a minor versus a major revision.

IV. ASSIGNMENT OF AGREEMENT

It should be expressly understood that this proposal is for the use of executing client and is not assignable or assumable by any third party without consent from Campanile & Associates, Inc.

V. HOURLY RATES FOR ADDITIONAL SERVICES

Professional Engineer	\$160.00
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VI. RETAINAGE, INVOICING AND PAYMENT

- 1. Invoices will be prepared either on a monthly basis or on a milestone basis (e.g. 50% of a task being completed). Each invoice is due and payable upon receipt. Because of our long term relationship, we will not require a retainer on this project.
- 2. All professional fees including, but not limited to such additional items as: site surveying, action, feasibility, rezoning, land use revision, conditional use permitting, wetlands determination or preparation of any deferral, bonding or phasing agreements if necessary, outside the scope of this proposal will be billed separately and due and payable within thirty (30) days of the date invoiced. If payment of the final invoice is not received within sixty (60) days of the invoice date, a late charge will be added to the invoice in an amount not to exceed one and a half percent (1½%) per month on the outstanding balance. Furthermore, the client agrees to pay all costs of collections including reasonable attorney's fees should such action be required.

If the proposed Professional Services and Fees contained herein are agreeable to you, please sign and date this proposal and return the same to our office.

Again, we very much appreciate the opportunity to be of service to you. Should you have any questions or need any additional information, please do not hesitate to contact the undersigned at (954) 980-8888.

Sincerely,

CAMPANILE & ASSOCIATES, INC.



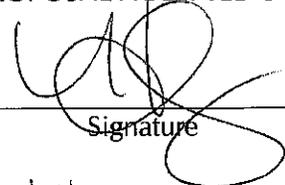
Lou Campanile, Jr., P.E., P.L.S.
Vice President

LRCjr/pf
WILLIAMSON P-1

ACCEPTANCE OF PROPOSAL

The above fees, terms and conditions are satisfactory and are hereby accepted for purposes of a resulting binding contract. You are authorized to perform the Professional Services as specified and payment will be made as referenced above.

THIS PROPOSAL ACCEPTED BY:



Signature

9/11/14

Date

Village Manager

Authorized Signatory/Title

LRCjr:jlm

JMM CONSULTING ENGINEERS, LLC

Jose M. Martinez P.E.

10251 SUNSET Dr.
SUITE 103
MIAMI, FLORIDA, 33173

TELEPHONE: (305) 255-1621
FAX: (305) 255-1732
EMAIL: jose.martinez@jmmconsulting.net

August 11th, 2014

Mr. Fernando Calcines
The Russell Partnership, Inc.

Re: Village of Biscayne Park
1700 sq. ft. Administration Bldg.

Dear Mr. Calcines:

JMM Consulting Engineers is pleased to submit this proposal to provide Professional Engineering Services for the mechanical, electrical and plumbing design of a new 1700 sq. ft. administration Building. The existing design will be modified to reflect owner requested changes.

A. Our understanding of the scope of work is as follows:

1. JMM will provide professional design and consulting services in the preparation of construction drawings for the following disciplines; please refer to attached Scope of Responsibilities for additional description:
 - a. HVAC Engineering.
 - b. Plumbing Engineering
 - c. Electrical Engineering
2. Observation of Work responsibilities provided for this project shall include:
 - a. Responses to permitting agencies comments of plans submitted for construction permit
 - b. Representation at pre-bid or pre-construction conferences.

- c. Responses to bidder questions. These questions shall be submitted in writing through the Architect to JMM. All Requests for Information (RFI) shall be sequentially numbered for tracking.
 - d. Review of Shop Drawing submittals.
 - e. Response to Contractor's RFI's during the construction period.
 - f. Review of engineering-related change order proposal requests for comment on price and justification prior to issuance of change orders.
- B. The following information, which will impact design, shall be provided to JMM:
- 1. Architectural floor plans, ceiling plans, and site plan(s), in AutoCAD format.
- C. Additional services are available at our standard hourly rates which may include the following:
- 1. Representation inspections, due to Contractor's failure to conform to the contract documents.
 - 2. Review and comment on monthly Contractor's Request for Payment for each discipline associated with our design responsibilities.
 - 3. In-depth cost estimating.
 - 4. Value Engineering meetings and subsequent design revisions required to reduce construction costs below the established MEP budget (if construction cost is within 10% of established budget.)
 - 5. Significant revisions to the Program, design philosophy or Architectural plans after 100% Design Development approval and which result in redesign expenses.
 - 6. Incorporation of Contractor's annotations of actual field installed conditions into as-built or record drawings.
 - 7. Changes in the scope of the project or engineering services required after agreement is executed.
 - 8. Site visits during construction.

Work approved by you to be completed on an hourly basis will be charged at the following rates:

Principals	\$120.00/hr
Sr. Engineer	\$ 90.00/hr
Engineer	\$ 80.00/hr
CAD/Designer	\$ 60.00/hr

We propose to provide engineering services for the above referenced scope of responsibilities for a fee as indicated below, plus reimbursable expenses at cost. Reimbursable expenses include all plotting and printing costs (except as required for in-house coordination), and costs of special delivery instructions (Fed Ex).

Fee Breakdown:

\$ 4,000.00

Billing will be as follows:

- 30% before starting work
- 70% after construction documents are delivered

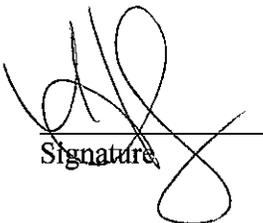
We have attempted to provide a well-defined scope to hold our fee to a minimum. If our proposal is acceptable, please return a signed copy authorizing us to proceed. A standard AIA Document can be executed to supplement this contractual agreement. This authorization constitutes your commitment to pay the fee and reimbursable expenses, and represents that approval has been received by your firm from the client. JMM Engineering looks forward to working with you and the rest of the consultants of this project. Please contact me with any questions or comments.

Sincerely yours,

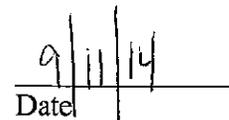
Jose M. Martinez, PE, MBA
President

LETTER OR AGREEMENT ACCEPTANCE

I, the undersigned, having authority to execute this agreement for and having read and understood this proposal and attachments, hereby agree to terms and conditions stated herein as well as to any terms and conditions attached hereto and made part of this Agreement. Please return one executed copy to JMM Engineering and keep the other for your records.


Signature


Title


Date

Village of Biscayne Park
1700 sq. ft. Administration Bldg.

Scope of Responsibilities

1. Heating Ventilating and Air Conditioning (HVAC) Engineering:
 - a. Design of new HVAC system.
2. Plumbing Engineering:
 - a. Plumbing design for common restrooms throughout the project.
3. Electrical Engineering:
 - a. Power and lighting design.
5. Excluded from Scope of Responsibilities are the following:
 - a. Design associated with cooking facilities.
 - b. Design of site lighting.
 - c. Design of irrigation system except that our design will include design of power for irrigation pumps.
 - d. Design associated with pumping stations, lift stations.
 - e. Design of mechanical and electrical systems will be limited to five (5) feet outside the buildings.
 - f. Multi-phasing of construction project. That is, fee is based on design for completing of the project in one continuous sequence. The breakup of the project into several areas or phases will require additional fees to the base proposal fee identified herein.
 - g. Site Lighting certification letter after site lighting is installed.



August 8th, 2014

Mr. Fernando Calcines, Principal
The Russell Partnership, Inc.
Tel. (305) 978-2715
Email: calcines@trp-inc.com

Re: **Village of Biscayne Park – Village Hall**

Dear Fernando Calcines,

As per your request, we are pleased to submit our proposal to provide basic structural engineering services for one story building of approximately 1700 sq. feet as per drawings submitted to our office on August 8, 2014.

Fee:

Our design fee for performing this work will be **\$5,000.00** (Five Thousand Dollars).

Design Fee:	\$ 4,400.00
Construction Administration, RFI's & Shop Drawings:	\$ 600.00
Total Fee:	\$ 5,000.00

Included in this fee are Shop Drawings review and RFI's review.

The following is not included in this basic fee:

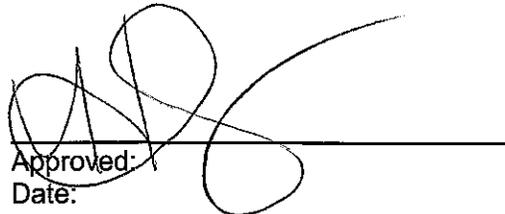
1. Plotting, reproduction and delivery charges.
2. Courier Services.
3. Revisions of contract documents after substantial completion.
4. Inspection services if required for the project is not included but may be negotiated at a later date based on an hourly or per visit rates.

We look forward to working with you on this project.

If this is acceptable, please sign a copy of this letter and return it to our office as your authorization for us to proceed and schedule this work.

Sincerely,
BRILL RODRIGUEZ SALAS & ASSOCIATES, INC.

Armando Salas, P.E.
Principal

Approved: 
Date:

AS:mc