

RESOLUTION No. 10-1947

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE TOWN TO ENTER INTO ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT WITH AECOM FOR ARCHITECTURAL SERVICES FOR SURFSIDE COMMUNITY CENTER, AUTHORIZING THE FUNDS TO PAY FOR; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Surfside, Florida wishes to enter into an Addendum to Professional Services Agreement with AECOM (See Attachment "A") a Florida Corporation for Architectural Services for the Surfside Community Center;

WHEREAS, the Town contracted with AECOM on October 2007 for multiple services on the Community Center Project. This contract included fees for Task I Pre-Design Services and stated that fees for Tasks II-VI would be established after AECOM provides Town with plans for a buildable project. After completion of preliminary plans, the fees for Task II-VI were presented and approved by the Commission during a January 30, 2008 commission meeting. Due to a reduction in scope, the fees have been negotiated down by \$40,500, for a final cost of \$199,810 for Task VI (Includes \$31,725 in subcontractors including landscape consultant, pool consultant, food service consultant).

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION
OF THE TOWN OF SURFSIDE, FLORIDA AS FOLLOWS:**

Section 1. Recitals. That the above and foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Authorization to enter into an interlocal agreement. The Town Commission hereby authorizes the Town to enter into the attached Addendum to Professional Services with AECOM hereto as Exhibit "A" between the Town of Surfside and AECOM as the Architectural Consultant for the Community Center construction.

Section 3. Implementation. The Town Manager and the Town Attorney are hereby authorized to take any and all action necessary to implement this Resolution and Agreement in accordance with the terms, conditions and purposes of this Resolution and Agreement.

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


PASSED AND ADOPTED this 13 day of July, 2010.

Motion by Commissioner Karukini, second by Commissioner Kopelman.

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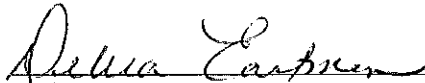
FINAL VOTE ON ADOPTION

Commissioner Michael Karukin	<i>yes</i>
Commissioner Edward Kopelman	<i>yes</i>
Commissioner Marta Olchyk	<i>no</i>
Vice Mayor Joseph Graubart	<i>no</i>
Mayor Daniel Dietch	<i>yes</i>




Daniel Dietch, Mayor

ATTEST:



Debra E. Eastman, MMC
Town Clerk

**APPROVED AND TO FORM AND
LEGAL SUFFICIENCY FOR
THE TOWN OF SURFSIDE ONLY:**



Lynn M. Dannheisser
Town Attorney

Resolution No. 10-1947

ATTACHMENT A

ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

Between

THE TOWN OF SURFSIDE, FLORIDA

And

AECOM (FORMERLY KNOWN AS SPILLIS CANDELA DMJM)

For

ARCHITECTURAL SERVICES
FOR SURFSIDE COMMUNITY CENTER

THIS ADDENDUM dated this ___ day of July, 2010 (the Effective Date) by and between the TOWN OF SURFSIDE, Florida, a Florida municipal corporation (hereinafter referred to as the "TOWN"), and AECOM, a Florida corporation authorized to do business in the State of Florida (hereinafter referred to as the "CONSULTANT"), whose principal place of business is 800 Douglas Entrance North Tower, 2nd Floor Coral Gables, FL 33134 amends and supplements the Agreement dated October 26, 2007 known as the PROFESSIONAL SERVICES AGREEMENT ("AGREEMENT"). The ADDENDUM and AGREEMENT shall collectively be referred to herein as the "Agreement". In the event of any conflict between this Addendum and the Agreement, it is agreed that this Addendum shall control.

The following sections of the Agreement are hereby modified as follows:

SECTION 1. BASIC SERVICES

Shall be amended as follows:

TASK VI - CONSTRUCTION ADMINISTRATION

CONSULTANT and the TOWN acknowledge that no decision has been made regarding whether construction of the Project will utilize the Construction Manager at Risk or Hard Bid process. CONSULTANT and TOWN agree to enter into an Addendum to this Agreement to fully set forth CONSULTANT's duties under this Task when such decision is made. Notwithstanding the foregoing, CONSULTANT agrees that CONSULTANT and subconsultants shall be available to perform periodic observation construction site visits of the work to monitor compliance with the contract documents as generally outlined below. Services include:

1) The Construction Phase shall begin with approval of the 100% Construction Documents and shall end when the General Contactor's final Payment Certificate is approved by the TOWN. During this period, the CONSULTANT shall provide administration of the Construction Contract.

2) The CONSULTANT and Project Manager, as the representatives of the TOWN during the Construction Phase, shall advise and consult with the TOWN and shall have authority to act on behalf of the TOWN.

3) The CONSULTANT shall visit the site weekly and at such additional time as requested by the Project Manager, and at all key construction events, and the CONSULTANT's respective SubConsultants shall visit the site weekly whenever the SubConsultant is performing work under this Agreement and whenever required to be present by the Project Manager, TOWN Manager or his designee, to ascertain the progress of the Project and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of on-site observations, the CONSULTANT shall endeavor to guard the TOWN against defects and deficiencies in the Work. The CONSULTANT shall notify the TOWN in writing of any non-compliant work discovered during the site observations. The CONSULTANT will not be required to make extensive inspections or provide continuous daily on-site inspections to check the quality or quantity of the Work unless otherwise set forth in this Agreement. The CONSULTANT will not be held responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor will the CONSULTANT be held responsible for the General Contactor's or Subcontractors', or any of their agents' or employees', failure to perform the Work in accordance with the Contract Documents.

4) The CONSULTANT shall furnish the TOWN a written report of all observations of the Work made by the CONSULTANT and its SubConsultants during each visit to the Project. The CONSULTANT shall also briefly note the general status and progress of the Work on forms furnished by the TOWN, and submit same weekly or more often if requested by the Project Manager. The CONSULTANT and the SubConsultants shall ascertain that the General Contactor is making timely, accurate, and complete notations on the "as-built" drawings. Maintaining a current "as built" set will be required for approving the Contractor's monthly pay request.

5) Based on observations at the site and consultation with the Project Manager, the CONSULTANT shall determine the amount due the General Contactor on account and shall recommend approval of such amount. This recommendation shall constitute a representation by the CONSULTANT to the TOWN that, to the best of the CONSULTANT's knowledge, information and belief, the Work has progressed to the point indicated and the quality and quantity of the Work is in accordance with the Contract Documents subject to:

- a. an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; and
- b. the results of any subsequent tests required by the Contract Documents; and

- c. minor deviations from the Contract Documents correctable prior to completion; and
- d. any specific qualifications stated in the Payment Certificate; and further that the General Contactor is entitled to payment in the amount agreed upon at the requisition site meeting. By recommending approval of a Payment Certificate, the CONSULTANT shall not be deemed to represent that the CONSULTANT has made any examination to ascertain how and for what purpose the General Contactor has used the money paid on account of the Construction Contract Sum.

6) The CONSULTANT shall be the interpreter of the technical requirements of the Contract Documents and shall make recommendations to the Project Manager regarding performance thereunder. The CONSULTANT shall render interpretations necessary for the proper execution or progress of the Work on written request of either the TOWN or the General Contactor within one (1) business day from receipt of the applicable submittal by the entity. The CONSULTANT shall respond to all Requests for Information or Requests for Clarification from the General Contactor or TOWN within five (5) business days from receipt of the applicable submittal by the entity. The CONSULTANT shall provide recommendations to the Project Manager, on all claims, disputes and other matters in question between the TOWN and the General Contactor relating to the execution or progress of the work or the interpretation of the Contract Documents. The TOWN Manager shall make final decisions regarding non-technical interpretations or disputes concerning the Contract Documents.

7) Interpretations and recommendations of the CONSULTANT under Section 6 above, shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in written or graphic form. In the capacity of interpreter, the CONSULTANT shall endeavor to secure faithful performance by both the TOWN and the General Contactor, and shall not show partiality to either.

8) The CONSULTANT shall have the authority to recommend rejection of Work which does not conform to the Contract Documents. Whenever, in the CONSULTANT's reasonable opinion, it is necessary or advisable to insure compliance with the Contract Documents, the CONSULTANT shall have the authority to recommend special inspection or testing of any Work deemed to be not in accordance with the Construction Documents, whether or not such Work has been fabricated and delivered to the Project, or installed and completed. The CONSULTANT shall provide such normal mechanical, electrical, structural, landscape or other related inspection expertise as necessary to determine compliance with the Construction Contract.

9) The CONSULTANT, within ten (10) business days of receipt, shall review and approve shop drawings, samples, and other submissions of the General Contactor for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The CONSULTANT shall prepare colorboards to review the color selections for all finish materials with the Project Manager and furnish the approved colors to the General Contactor within fourteen (14)

days after receipt of all approved color samples, so as not to delay the construction progress. Changes or substitutions to the Contract Documents shall not be authorized without prior written concurrence of the Town Manager or his designee.

10) When requested by the TOWN or the Project Manager, the CONSULTANT shall work with the General Contactor to develop a Change Order for approval by the TOWN. The Change Order process shall be specified in the Owner/General Contactor Agreement. The CONSULTANT will be furnished a copy of that agreement.

11) The CONSULTANT shall examine the Work upon receipt of the General Contactor's request of Substantial Completion inspection of the Project and shall, prior to occupancy by the TOWN, recommend execution of a certificate of acceptance for Substantial Completion after first ascertaining that the Project is substantially completed in accordance with the contract requirements. A punch list of any defects and discrepancies in the Work required to be corrected by the General Contactor shall be prepared by the CONSULTANT in conjunction with representatives of the TOWN, and satisfactory performance obtained thereon before the CONSULTANT recommends execution of a Certificate of Final Acceptance and final payment to the General Contactor. The CONSULTANT shall obtain from the General Contactor all guarantees, operating and maintenance manuals for equipment, releases of claims and such other documents and certificates as may be required by applicable codes, laws, and the contract documents, the Closeout Documents, and deliver them to the Project Manager. Receipt of the closeout documents and satisfactory completion of the punch list are precedent to execution of the Project's Certificate of Final Acceptance by the CONSULTANT.

12) The CONSULTANT shall provide assistance in obtaining the General Contactor's compliance with the Contract Documents relative to 1) initial instruction of TOWN's personnel in the operation and maintenance of any equipment or system, 2) initial start-up and testing, adjusting and balancing of equipment and systems and 3) final clean-up of the Project.

13) Provided that the CONSULTANT has been paid in full for services rendered and approved hereunder, the CONSULTANT shall furnish to the TOWN, the original drawings, revised to "as-built" conditions based on information furnished by the General Contactor. Such drawings shall become the property of the TOWN. In the event that CONSULTANT and TOWN are in a dispute over payment, the CONSULTANT shall provide the drawings to the TOWN pending resolution of the dispute.

14) The CONSULTANT shall notify the TOWN in writing of all conflicts between the plans and specifications and/or contract documents and any laws, ordinances, rules, regulations and restrictions that come to the attention of the CONSULTANT.

15) The CONSULTANT shall prepare and submit to TOWN weekly and monthly reports throughout all phases of the Project. The reports shall provide the current status of activities of CONSULTANT, General Contactor, consultants, subconsultants, contractors, subcontractors, and others whose activities affect the Project. The reports

shall also provide, at least monthly, updated information regarding the Project budget, costs, schedules and other information necessary to keep TOWN informed of all activity relevant to the Project; provided, however, the parties acknowledge and agree that the Project Manager shall prepare and revise, as necessary, the Project budget to be used by CONSULTANT throughout the Project.

SECTION 3. BILLING AND PAYMENTS TO THE CONSULTANT

Section 3.2 shall be amended to delete the percentages for Task VI Construction as outlined but provide that the Town shall pay consultant one hundred ninety nine thousand eight hundred ten dollars (\$199,810).

Section 3.2 shall retain the following provision:

Ten (10) percent retainage to be held on Task VI Construction only. Construction to be paid monthly in direct proportion to percent of construction completed. Additional professional services requested will be provided as a negotiated lump-sum fee or at the CONSULTANT's standard rates.

SECTION 23. NOTICES

Shall be amended to reflect:
FOR CONSULTANT:

Nina Gladstone
Senior Associate
AECOM
800 Douglas Entrance
North Tower, 2nd Floor
Coral Gables, FL 33134

FOR TOWN:

Town of Surfside
Attention: Gary Word, Town Manager
9293 Harding Avenue
Surfside, FL 33154
Phone: (305) 993-1052

With a copy to:

Lynn M. Dannheisser
Town Attorney
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby execute this Addendum on the date first stated above.

ATTEST:

TOWN OF SURFSIDE, FLORIDA

Debra Eastman, Town Clerk

By: _____
Daniel Dietch, Town Mayor

Date: _____

**APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF THE TOWN
OF SURFSIDE:**

Lynn M. Dannheisser, Town Attorney

ATTEST:

AECOM

Secretary
Please type name of Secretary

By: _____

Date: _____