

RESOLUTION NO. 2006 - 036

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND HEERY INTERNATIONAL, INC. TO PROVIDE ARCHITECTURAL AND DESIGN SERVICES RELATING TO THE DEVELOPMENT OF THE TOWN HALL SITE; AUTHORIZING A LUMP SUM PAYMENT OF \$96,260.00 PLUS REIMBURSABLES UP TO \$4,500.00 FOR A TOTAL COMPENSATION OF \$100,760.00 TO PROVIDE THESE SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AMENDED AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council feels that it is in the best interest of the Town to contract with a professional team for its Capital Projects; and

WHEREAS, on October 17, 2004, in furtherance of § 287.055, Florida Statutes, the Town published a request for letters of interest seeking qualified vendors for the Comprehensive Capital Improvements Contract Administration, Procurement, and Project Construction Implementation Consulting Services; and

WHEREAS, on February 14, 2005, pursuant to Resolution 2005-94, the Town Council approved a contract with Heery International, Inc.; and

WHEREAS, the approved contract provided for the Town Council to amend the contract by approving Phase II of the contract, Capital Program Management, upon satisfactory completion of Phase I; and

WHEREAS, it is in the best interest of the Town to authorize Heery International to provide architectural and design services as it relates to the development of the Town Hall site.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1. The above recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby approves the amendment to the Agreement, attached hereto as Exhibit "A", between the Town of Southwest

Ranches and Heery International, Inc., to provide architectural and design services as it relates to the development of the Town Hall site.

Section 3. The Town Council authorizes a lump sum payment of \$96,260.00 plus reimbursables up to \$4,500.00 for a total compensation of \$100,760.00 to provide the services delineated in Exhibit "A".


Section 4. The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into the Amendment to the Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

Section 5. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED ON this 9th day of February 2006, on a motion made by Council Member Don Maines and seconded by Council Member Aster Knight.

Fink	<u>Y</u>
Blanton	<u>Y</u>
Knight	<u>Y</u>
Maines	<u>Y</u>
Nelson	<u>N</u>

Ayes	<u>4</u>
Nays	<u>1</u>
Absent	<u>0</u>
Abstaining	<u>0</u>



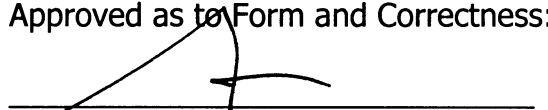
Mecca Fink, Mayor

ATTEST:



Susan A. Owens, Town Clerk

Approved as to Form and Correctness:



Gary A. Poliakoff, J.D., Town Attorney

FTL_DB: S20572/69682:960065_1

AMENDMENT TO ARTICLE 8 OF CONTRACT
FEEES FOR
DESIGN CRITERIA PACKAGE FOR NEW TOWN HALL
PROJECT

The AGREEMENT between the TOWN OF SOUTHWEST RANCHES (hereinafter referred to as "TOWN") and HEERY INTERNATIONAL, INC. (hereinafter referred to as "CONSULTANT") for PROGRAM MANAGEMENT SERVICES FOR CAPITAL PROJECTS PROGRAM executed by duly authorized representatives of the TOWN OF SOUTHWEST RANCHES on April 14, 2005 and supplemented on July 14, 2005 (hereinafter collectively referred to as the "Contract") shall be amended as defined in Article 9 Additional Services and Changes in Scope (hereinafter referred to as the "Amendment to the Contract"), as follows, with all other terms, provisions and obligations of the Contract remaining in full force and effect.

ARTICLE 8 – COMPENSATION AND METHOD OF PAYMENT

8.1 BASIC SERVICES & REIMBURSABLES FOR BASIC SERVICES

8.1.4 In accordance with Article 9 Additional Services and Changes in Scope of Services, at the request of the TOWN and in accordance with proposal presented by CONSULTANT, both parties agree that the preparation of the Design Criteria Package Program (hereinafter referred to as the "Program") for the Town Hall Project (hereinafter referred to as the "Project") is in the best interest of the TOWN. Said Program is to be completed no later than May 11, 2006, for a lump sum amount of **Ninety Six Thousand Two Hundred and Sixty (\$96,260.00)** Dollars. TOWN shall reimburse the CONSULTANT for reimbursables, as herein defined in Article 8.2 of the Contract, up to a maximum amount not to exceed of **Four Thousand Five Hundred (\$4,500,00)** Dollars. The total amount of this Amendment to the Contract is **One Hundred Thousand Seven Hundred and Sixty (\$100,760.00)** Dollars. All additional services shall follow the requirements for compensation as described under Article 8.3 of the Contract.

IN WITNESS WHEREOF, the parties hereto have made and execute this Contract on the respective dates under each signature: TOWN OF SOUTHWEST RANCHES through its Town Council, signing by and through its Mayor, authorized to execute same by Town Council action on the 9th day of February, 2006, and Heery International, Inc. signing by and through its _____ duly authorized to execute same.

WITNESS:

HEERY INTERNATIONAL, INC.

(Print Name & Title)

TOWN OF SOUTHWEST RANCHES

MECCA FINK, Mayor

Date: _____

JOHN CANADA, Town Administrator

Date: _____

Attest:

SUSAN A. OWENS, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

GARY A. POLIAKOFF, J.D.,
Town Attorney

FTL961149

AMENDMENT TO ARTICLE 9 OF
CONTRACT SCOPE OF SERVICES
DESIGN CRITERIA PACKAGE FOR
NEW TOWN HALL PROJECT

The AGREEMENT between the TOWN OF SOUTHWEST RANCHES (hereinafter referred to as "TOWN") and HEERY INTERNATIONAL, INC. (hereinafter referred to as "CONSULTANT") for PROGRAM MANAGEMENT SERVICES FOR CAPITAL PROJECTS PROGRAM executed by duly authorized representatives of the TOWN on April 14, 2005 and supplemented on July 14, 2005 (hereinafter collectively referred to as the "Contract") shall be amended as defined in Article 9 Additional Services and Changes in Scope, as follows, with all other terms, provisions and obligations of the Contract remaining in full force and effect.

ARTICLE 9 – ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

9.4 CONSULTANT's Scope of Services, in addition to Article 4 of the Contract, is as follows:

Development of a Design Criteria Package (hereinafter referred to as the "Design Criteria Package") for the New Town Hall Project (hereinafter interchangeably referred to as "Town Hall Project" or the "Project"). CONSULTANT shall commence development of the Design Criteria Package on February 10, 2006 and complete the Design Criteria Package on or before May 11, 2006.

Upon completion of the Design Criteria Package within the period described above, CONSULTANT will submit a Design Criteria Package Program (hereinafter referred to as the "Program") to the Town Administrator which describes the Project in detail. The Design Criteria Package will, upon completion, be utilized by a Design-Build team that will be competitively proposed in the near future to aid in the preparation of the design for the Project as the Design Build team deems fit in the discharge of its professional responsibilities. The following is an overview of the Program:

A. Development of the Project's Design Criteria Package:

1. HLM Design, a division of Heery International, Inc., (hereinafter referred to as the "Architect") shall provide a Design Criteria Package to be used by the TOWN for the procurement of Design-Build Services for the Project.
2. The Design Criteria Package shall consist of the following services:

a. Design Charrette:

The Architect shall conduct a one (1) day Design Charrette workshop with the Capital Projects Team and the TOWN Council to kick-off the design criteria development and to confirm the following:

- i. Program summary and preliminary floor plans of the layout and overall building concept for the Town Hall.
- ii. Conceptual site plan depicting the location of the Town Hall in proximity to the location of Southwest Meadows Sanctuary Park.
- iii. Drawings depicting the "Interior Design Intent and Characteristics" of the proposed TOWN Council Chambers, TOWN Council Offices, Administrative Office, Office of Code Enforcement and Legal Office (TOWN Council Offices, Administrative Office, Office of Code Enforcement and Legal Office are hereinafter collectively referred to as "TOWN Offices"), and all public areas.
- iv. Drawings depicting the "Exterior Design Intent and Characteristics" for all proposed materials and color palettes for the building and the proposed roof lines.
- v. Drawings depicting the building systems' operations; and
- vi. Preliminary construction budget estimate.

b. Design Criteria Package:

- i. Dimensional and developed floor plan depicting the interior office layout including TOWN Council Chambers with a dais, possible seating arrangements, door and building access locations, the TOWN Offices, and a covered porch area.
- ii. Drawings of the Town Hall Project's cross sections and typical wall section[s] delineating the proposed heights of the major spaces within the facility.
- iii. Sketches of the building interior, including a fully-developed drawing of the TOWN Council Chambers and lobby, the TOWN Offices, with suggested materials and finishes.
- iv. Drawings of the Developed Exterior Building Elevations for all sides of the building, depicted in color, with shade and shadow, showing building material finishes.
- v. Three Dimensional Model of Developed Exterior Building Elevations for all sides of the building, depicted in color, with shade and shadow, showing building material finishes.
- vi. Structural Framing Plan depicting the buildings' structural system including but not limited to, all proposed structural materials to be used in deriving preliminary structural calculations.
- vii. Design criteria for calculations to be used for hurricane design.
- viii. Site plan of the roadways, bridge connections, parking, multi-use trail connections and walkways.

- ix. Site plan for the proposed landscaping, taking into account that all designs shall be made in consideration of the plans and designs in place for the adjacent Southwest Meadows Sanctuary Park.
- x. Project perspective drawing (in color) of the new Town Hall to scale (for example, showing people, cars and horses).
- xi. Proposed material sample boards (with actual material samples attached) showing the major exterior and interior material finishes and suggested colors for the building.
- xii. Project Code Review Report, including a life safety system design summary, providing operational data and proposed equipment for the Project.
- xiii. Design Summary Report (hereinafter referred to as the "Report") that provides, Project building and site data, including but not limited to, the following:
 - a. Building and site signage plan depicting signage type, material and proposed locations (as shown on plans).
 - b. Drawings and a written description of the TOWN Council Chambers' and the TOWN's Offices' audio/visual system and controls, including but not limited to, cut sheets of proposed equipment and the acoustical characteristics for the room.
 - c. Drawings and a written description of building's proposed door hardware and lock & concept keying schedule, as well as a description of the proposed building security system designs.
 - d. Schematic drawings and a written description of the proposed computer, cable, and routing system, including the proposed computer and networking room and phone panel board area.
 - e. Drawings and sketches depicting proposed project millwork design(s), including all proposed materials, finishes, and preliminary designs of the council dais which shall provide ample seating for the TOWN Administrator, TOWN Attorney and TOWN Clerk; and
 - f. Documentation of integration and coordination of TOWN's artwork to be installed in the Project and coordination with any of the TOWN's "art in public spaces" program(s).
- xiv. Design summary report of the mechanical system incorporating data on equipment sizing, quality, maintenance criteria and a report on "First Costs" (construction costs) compared against "Operational Costs" over the past 25 years.

- xv. Design summary report of the electrical and lighting systems, incorporating data on equipment, fixture(s), controls, and proposed FMCS for the Project.
- xvi. Drawings and a written description of all proposed interior and exterior lighting plans, including fixture cut sheets and lighting control systems.
- xvii. Drawings and a written description of all proposed interior and exterior lighting plans, including fixture cut sheets and lighting control systems specifically for the council chambers room.
- xviii. Drawings and a written description of all backup and emergency power equipment and distribution system for the Project.
- xix. Project design criteria specifications for the Design-Builder team.
- xx. Study model showing the building on site (only to 100 feet out from the facility); and
- xxi. Design-Builder's construction cost estimate.

3. The Architect shall be required to present the Project design material to the Capital Projects Team and the Town Council in a Design Workshop format.

- a. Design Workshops are expected to be coordinated through the Program Manager and be scheduled by the TOWN Clerk.
- b. The Architect will endeavor to provide design material to the TOWN Administration, Program Manager and TOWN Council Members prior to the scheduled Design Workshop.
- c. Questions, answers, comments and general responses to the design material submitted will be part of the Design Workshop.
- d. The TOWN Council Members, when asked to do so by the Architect, shall provide direction or approval of project design material prior to the Architect moving forward to complete the Design Criteria Package.
 - i. The direction and/or approvals are required within a 48-hour time period from the date the design material was presented to the TOWN Council Members, at the Design Workshop.
 - ii. Failure to resolve or approve design material during this time frame will result in a delay to the Project Schedule as developed and managed by the Program Manager, and may cause said schedule to be extended, which may result in a request for additional fees to the Architect.
- e. The Program Manager will coordinate and communicate design information being developed by the Architect to the TOWN's engineering consultants. Additional meetings between the Architect and TOWN engineering consultants may be scheduled by the Program Manager as determined by the Program Manager.

4. Preliminary Schedule for Design Criteria Package services is as follows:

- a. Heery Contract Modification for providing Design Criteria Package FOR New Town Hall Project approved by the TOWN Council no later than February 9th, 2006.
- b. Start of Design Criteria Package: February 10th, 2006.
- c. One-Day Design Charrette to confirm general design direction for both building and site (meetings with the Capital Projects Team, Town Council and the Program Manager): February 25th, 2006.
- d. Review Draft of Design Criteria Package - Capital Projects Team, Town Council and the Program Manager: May 4th, 2006.
- e. Final Design Criteria Package for CPT Design-Build Proposal: May 11th, 2006.

5. Standard of Care

All services under this Contract shall be performed by CONSULTANT and ARCHITECT and their respective employees, agents and representatives in accordance with the professional skill and judgment that can reasonably be expected from other architects and engineers performing similar services to those required under the contract.

6. Ownership of Documents

All documents, work product and documentation (hereinafter collectively referred to as "Documentation") prepared by CONSULTANT pursuant to this Contract shall be the property of TOWN, and CONSULTANT hereby assigns all of that Documentation to TOWN.

IN WITNESS WHEREOF, the parties hereto have made and execute this Contract on the respective dates under each signature: TOWN OF SOUTHWEST RANCHES through its Town Council, signing by and through its Mayor, authorized to execute same by Town Council action on the 9th day of February, 2006, and Heery International, Inc. signing by and through its _____ duly authorized to execute same.

WITNESS:

HEERY INTERNATIONAL, INC.

(Print Name & Title)

TOWN OF SOUTHWEST RANCHES

MECCA FINK, Mayor

Date: _____

JOHN CANADA, Town Administrator

Date: _____

Attest:

SUSAN A. OWENS, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

GARY A. POLIAKOFF, J.D.,
Town Attorney

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