

RESOLUTION NO. 02-09-113

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING THE PROJECT AGREEMENT BETWEEN THE CITY OF MARATHON AND CALVIN, GIORDANO & ASSOCIATES RELATING TO THE MARATHON COMMUNITY PARK, PHASE II, WITH A COST NOT TO EXCEED \$182,745.00 PLUS REIMBURSABLES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council hereby approves the Project Agreement from Calvin, Giordano & Associates (CGA Project No. 01-2217) for Services to include the completion of construction drawings, specifications and bid documents as outlined in the work authorization dated August 20, 2002 by Chuck Adams, Director of Community Services. Band shell shall be included in the site plan for conceptual purposes, but excluded from the construction document drawings for this package, complete jurisdictional agency permitting processing prior to bidding, and completed bid tab formulation upon completion of bid process.


NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AS FOLLOWS:

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

Section 2. Proposal. The Project Agreement and services outlined above to be provided under Calvin, Giordano & Associates, Inc., attached hereto as Exhibit "A", is hereby approved.

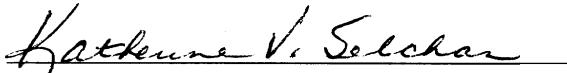
Section 3. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 24th day of September, 2002.



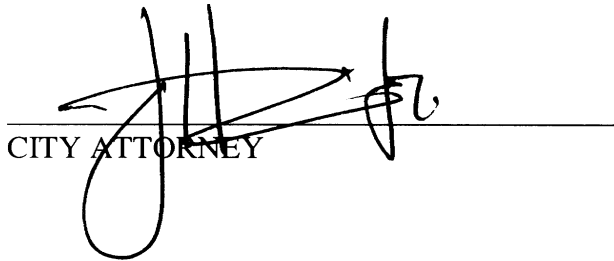
JOHN BARTUS, MAYOR

ATTEST:



CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:



CITY ATTORNEY

#6401ks.092402

PROJECT AGREEMENT

Between

THE CITY OF MARATHON

And

CALVIN, GIORDANO & ASSOCIATES, INC.

for

Marathon Community Park Phase II
(CGA Project No. 01-2217)

PROJECT AGREEMENT

Between

THE CITY OF MARATHON, FLORIDA

And

CALVIN, GIORDANO & ASSOCIATES, INC.

For

Marathon Community Park Phase II

(CGA Project No. 01-2217)

Pursuant to the provisions contained in the "Project Services Agreement for Planning and Professional Architectural Services" (hereinafter referred to as "CONTINUING SERVICES AGREEMENT") between THE CITY OF MARATHON (hereinafter referred to as "CITY") and CALVIN, GIORDANO & ASSOCIATES, INC., (hereinafter referred to as "CONSULTANT"), dated Sept. 4, 2001 this Project Agreement authorizes the CONSULTANT to provide the services as set forth below:

The CITY and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide engineering services to the CITY for the Project as described in the "Project Description" attached as Exhibit "1."

1.2 The "Scope of Services and Project Schedule" and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in Exhibit "2."

1.3 The CITY 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

As part of the Scope of Services and Project Schedule, the CONSULTANT shall provide to the CITY the following Deliverables:

- 1) *Complete construction drawings, specifications and bid documents as outlined in work authorization dated August 20, 2002 by Chuck Adams, Community services Director. Band*

shell shall be included in the site plan for conceptual purposes but excluded from the construction document drawings for this package

- 2) *Complete jurisdictional agency permitting processing prior to bidding.*
- 3) *Completed bid tab formulation upon completion of bid process.*

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 until completion of construction as outlined in the construction documents, unless otherwise terminated pursuant to Section 4 or other applicable provisions of this Project Agreement. The City 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 CITY 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 CITY. 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 City Manager prior to the beginning the performance of services.

3.3 Contract Time. Upon receipt of the Notification of Commencement, the CONSULTANT shall compose services to the CITY on the Commencement Date, and shall continuously perform services to the CITY, without interruption, in accordance with the time frames set forth in the "Project Schedule", a copy of which is attached and incorporated into this Agreement as Exhibit "3". 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 CITY 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 CITY 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. 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 CITY reasonably believes that completion will be inexcusably delayed, the CITY shall be entitled, but not required, to withhold from any amounts otherwise due the CONSULTANT an amount then believed by the CITY 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 CITY has withheld payment, the CITY 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. CITY agrees to pay CONSULTANT as compensation for performance of all services described in Exhibit "2" \$182,745.00 **[OR IF HOURLY, "CITY AGREES TO PAY CONSULTANT COMPENSATION AT CONSULTANT'S HOURLY RATES, UP TO A MAXIMUM AMOUNT NOT TO EXCEED."]**

4.2 Reimbursable Expenses. The following expenses are reimbursable and will be billed at 1.1 x actual cost to cover administrative processing: Travel and accommodations, long distance telephone calls, , facsimile, courier services, mileage (at a rate approved by the CITY), photo and reproduction services. All document reproductions are also reimbursable, at a rate approved by the CITY.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices

5.1.1 Lump Sum Compensation and Reimbursable Expenses. CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule as shown on Exhibit "3", attached hereto and made part of this Agreement. Invoices for each phase shall not exceed amounts allocated to said phase plus reimbursable expenses accrued during each phase. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously.

5.2 Disputed Invoices. In the event that all or a portion of an invoice submitted to the CITY for payment to the CONSULTANT is disputed, or additional backup documentation is required, the CITY 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 CITY within five (5) working days of the date of the CITY'S notice. The CITY may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The CITY, 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 CITY 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 CITY 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 Owner's reasonable satisfaction.

5.4 Retainage. The CITY reserves the right to withhold retainage in the amount of 10 percent of any payment due to the CONSULTANT until the project is completed. Said retainage may be withheld at the sole discretion of the CITY and as security for the successful completion of the CONSULTANT'S duties and responsibilities under the Project Agreement.

5.5 Final Payment. Submission to the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the CITY that, upon receipt from the CITY 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 CITY all documents requested by the CITY 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 all claims against the CITY by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 For Cause. This Agreement may be terminated by either party upon five (5) calendar days written notice to the other should such 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 Agreement or causes it to be terminated by the CITY, the CONSULTANT shall indemnify the CITY against any loss pertaining to this

termination. In the event that the CONSULTANT is terminated by the CITY 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 and the provision of Section 6.2 shall apply.

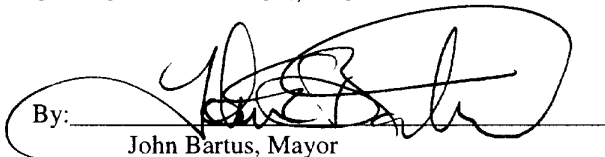
6.2 For Convenience. This Agreement may be terminated by the CITY for convenience upon 14 calendar days' written notice to the CONSULTANT. In the event of such termination a termination, the CONSULTANT shall incur no further obligations in connections with the Project and shall, to the extent possible terminate any outstanding subconsultant obligation. The CONSULTANT shall be compensated for all services performed to the satisfaction of the CITY and reimbursable expenses incurred prior the date of termination. In such event, the CONSULTANT shall promptly submit to the CITY its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1. Under no circumstances shall the CITY make payment of profit to the CONSULTANT for services which have not been preformed.

6.3 Assignment upon Termination. Upon termination of this Project Agreement, a copy of all work product of the CONSULTANT shall become the property of the CITY and the CONSULTANT shall within 10 working days of receipt of written direction from the CITY, transfer to either the CITY 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. Upon the CITY'S request, the CONSULTANT shall additionally assign its rights, title and interest under any subcontractor's agreements to the CITY.

6.4 Suspension for Convenience. The CITY 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 30 calendar days. If any such suspension is directed by the CITY the CONSULTANT shall immediately comply with same. In the event the CITY directs a suspension of performance as provided herein, through no fault of the CONSULTANT, the CITY shall pay the CONSULTANT as full compensation for such suspension the CONSULTANT'S reasonable cost, actually incurred and paid, of demobilization and remobilization.

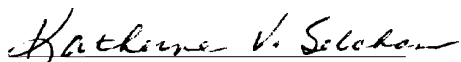
CITY

CITY OF MARATHON, FLORIDA

By: 
John Bartus, Mayor

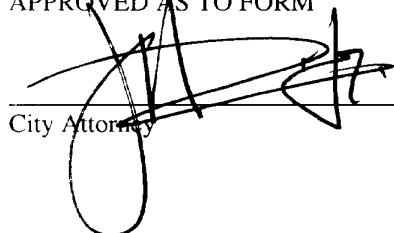
The 24th day of September, 2002.

AUTHENTICATION:


Katherine V. Solahan
City Clerk


(SEAL)

APPROVED AS TO FORM


City Attorney

CONSULTANT

CALVIN, GIORDANO & ASSOCIATES, INC.

By: 
Print Name: John P. Dawnes, P.E.
Title: Executive Vice President

The 7th day of October, 2002.

AUTHENTICATE:


Secretary

Julie Colteryahn
Please type name of Secretary

(CORPORATESEAL)

WITNESSES:

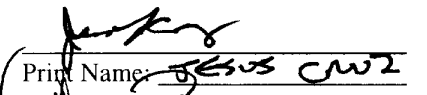
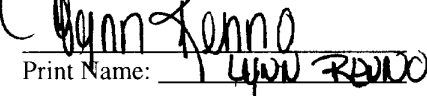

Print Name: Jesus Cruz

Print Name: Lynn Renno

Exhibit "1"

Project Description

Provide construction documents and bid package based upon the conceptual Marathon Community Park Phase II drawings developed by Calvin, Giordano and Associates, the Boundary and partial Topographic Survey and input from the Marathon Parks and Recreation Committee and the Public Workshops.

This proposal shall include Civil Engineering, Site design, Landscape Architecture and Irrigation design, Architectural services, Electrical engineering design for site facilities and sports lighting, an updated Environmental Assessment and Mitigation design, Jurisdictional Agency Permitting Processing, Phasing Plan, Bidding and Construction Management.

Survey services for tree and topo shall be part of this proposal to expand on work already completed and to abandon and re-establish the access easements serving the jail facility.

Traffic engineering services shall also be provided to redefine the driveway usage serving the park.

"Exhibit 2"

1. SCOPE OF SERVICES

Environmental Services

- A. Provide environmental specialist services to identify and flag all native trees and plant Communities based on existing assessment prepared by Robert Ehrig, dated Dec. 26,2001 prior to clearing and grubbing of exotic invasive materials.
- B. Provide staff biologist to be present during clearing and grubbing operations to insure proper care of flagged trees and vegetation.
- C. Prepare a mitigation and tree relocation plan based on field notes and collected survey Data.
- D. Assist with Jurisdictional Agency permitting requirements
- E. Re-verify the landward edge of the mangrove fringe root zone by flagging in field the delimiting line adjacent to the proposed project limits in conjunction with the Survey Department. In addition assist the Survey Dept. in establishing the top of embankment of the old fill line in conjunction with the mangrove fringe.

Surveying

- A. Prepare tree survey showing the location of individual trees in the hammock areas, including size and type. The survey will be conducted after the bulk of the clearing and grubbing operations have been completed.
- B. Revise topographic survey to reflect elevations in existing hammock areas once they are Cleared.
- C. Locate the mangrove drip-line and setbacks adjacent to the phase one portion of the park in proximity to the southern most ball field for the access road design.
- E. Prepare sketch and description of the existing access easement to the jail facility.
- F. Prepare sketch and description for new access easement to the jail facility

Note: Processing the easements for the vacation and recording are included in the Planning scope (See Planning).

Planning

- A. Process a Minor Conditional Use to incorporate the development of a community Park within the Suburban Commercial Land Use District.
- B. Process the Access Easement abandonment and new Access Easement to the Monroe County's Sheriff's jail facility as described in the Survey scope.

Note: The following fees have been established (including time for city clerk, administrative and legal review)

- Abandonment/Vacation, \$1,050.00
- Minor Conditional Use, \$2,100.00
- Site plan review, \$3,600.00

Civil Engineering

- A. Prepare drawings for site layout plan including paving, grading and drainage, water and sewer and pavement marking and signing; specifications; and contract documents, including proposal forms, notice to bidders, general and special conditions, bond forms for bidding and construction.
- B. Furnish sufficient copies of drawings, specifications, and Contract Documents for review and approval by governmental agencies having jurisdiction.
- C. Process Contract Documents with appropriate regulatory agencies for permits.
- D. Meet with representatives the appropriate regulatory agencies when requested and necessary for consultation or conferences in regard to the project.
- E. Coordinate with Electrical Engineer for site lighting design.
- F. Prepare an opinion of construction cost based upon the completed construction drawings and specifications.
- G. Perform bidding services in accordance with Section 2.2 of the Professional Services Agreement.

- G. Note: Construction plans for any additional off-site improvements are not included, but may be provided as an additional service agreement.

Landscape Architecture

- A. Preparation of the site plan, which delineates the layout for all master plan elements. This plan shall include all parking areas, concrete walks, soccer fields, and concession/restroom building, picnic shelters, (1) handball court, (2) shuffle board courts, (2) bocce ball courts, extreme skating area and conceptual plan view of the band shell.
- B. Specifications and details for all site plan elements. (Excluding the band shell details, specifications and construction documents.)
- C. All fields shall be lit for night use and shall be delineated on the site plan.
- D. Prepare planting plans, details, and specifications to be included in bidding and construction documents.
- E. Irrigation plans, details, and specifications to be included in bidding and construction documents
- F. Coordination with Architectural and sub-consultants for the concession/restroom building, and picnic shelters.
- G. Prepare an opinion of construction cost based upon the completed construction drawings and specifications.
- H. Assist with the Jurisdictional Agency permitting processing
- I. Prepare an aerial overlay map in conjunction with the GIS Department for use in determining environment areas, to help key design elements and to assist with meetings and determinations from the applicable agencies, i.e. DCA, DEP, U.S. Fish and Wildlife etc.
- J. Conduct bidding process in conjunction with City staff.

Electrical Engineering Services

- A. Prepare an opinion of construction cost based upon the completed construction drawings and specifications.
- B. Coordination with FKEC and Bell South.
- C. Two (2) soccer fields –lighting by Musco.
- D. Power to restroom/concession buildings (Interior design by Architectural consultant).
- E. Electrical service connection to the following:
 - 1. Irrigation pump service.
 - 2. Street and parking lot lighting.

3. Signage.

4. Miscellaneous – drinking fountains, etc. Consideration for needs of future band shell.

F. Assist in bidding process.

Geotechnical Engineering Services

A. Conduct soil test and analysis to determine soil composition, by method of borings and (2) percolation tests.

B. Prepare Geotechnical report with recommendations for roadway and building construction and septic fields.

Architectural Services

A. Design services for concession/restroom facility of and construction documentation and specifications. (1,500-1800 square feet – food service, bathrooms and storage). Reuse design of three picnic shelters (from Sombrero Beach).

B. Architectural services end 5 feet beyond the building wall and do not include any site work.

C. Architectural construction administration included for 100 hours, if additional time is required, it will be provided on an hourly as needed basis.

D. Permitting of all architectural structures with all governing agencies.

E. Provide complete septic field design and permitting.

Construction Services

A. Project Management for a nine-month period to oversee construction. This fee includes on site periodic inspection services and all administrative coordination.

Exhibit '3'

Payment Schedule

Monthly with hourly back-up documentation.

Project Schedule

Design Process:

- Geotechnical work and design development will occur concurrently; (Geotech Field work and report approximately 3 weeks)
- Design:
 - a. Environmental determination
 - b. Preliminary site plan concept
 - c. Design development plan
 - d. Civil Engineering
 - e. Site Design
 - f. Landscape Architecture
 - g. Architectural
 - h. Site electrical

Approximate total: 3 months

Permitting Process:

Please note the permitting processing will occur prior to bidding the project; however, as noted below, many agencies do not guarantee a specific time window for responding to the submittal.

Concurrent Permitting:

- DEP (two months to respond)
- Fish and Wildlife (No time window for response)
- Army Corp. (No time window for response)
- SFWMD (3 months for response)

Lineal Permitting:

- Health Dept. (No time window for response)
- Electric (FKEC) (No time window for response)
- Water (FKAA) (No time window for response)
- City of Marathon Bldg Dept. (No time window for response)
- DCA review (45 day for response)

Approximate total: up to six months

Bidding: Process:

- Prepare Notice to Bidders
- Advertisement notice to City Clerk for posting
(Required by publications, advance notice)
- Advertise period (2 weeks for advertisement, first ad
Starts 30 day bid period)
- Bid tabulation and recommendations preparation
- Placement on Council agenda 2 weeks before Council meeting
- Council approval of intent to award contract
(Staff upon approval prepares final contract)
- Legal review, insurance and bonds complete, returned
to City Council for approval of final contract on consent
agenda.
- Contract signatures by Mayor, City Clerk, City Manager,
City Attorney for full execution
- City building permit and sent for review by DCA
- Notice to proceed prepared and issued
- Start of construction within 10 day of NTP

Approximate total: up to four months

PROJECT FEES:

• Environmental specialists	\$15,000.00
• Survey	\$7,695.00
• Planning	\$6,650.00
• Civil Engineering	\$35,000.00
• Traffic Engineering	\$5,000.00
• Landscape Architecture	\$40,000.00
• Architectural	\$32,000.00
• Electrical (site)	\$4,400.00
• Geotechnical	\$5,200.00
• Irrigation design services	\$1,800.00
• Construction administration	\$25,000.00
• Permit Processing	\$5,000.00

Total \$182,745.00