

RESOLUTION NO. 02-10-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA APPROVING THE SCOPE OF WORK PROPOSAL FROM CALVIN, GIORDANO & ASSOCIATES FOR CIVIL ENGINEERING SERVICES PERTAINING TO THE MARATHON FIRE STATION PRELIMINARY DESIGN PROJECT ON AN HOURLY BASIS PLUS REIMBURSABLES NOT TO EXCEED \$15,500.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council hereby approves the Scope of Services Proposal from Calvin, Giordano & Associates for Civil Engineering Services to include project management and oversight along with attendance at meetings and coordination between City Fire Service staff and the designees, as well as architectural services, pertaining to the Marathon Fire Station Preliminary Design Project for a total cost not to exceed of \$15,000.00.


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 Proposal for the Scope of Services outlined above to be provided under Calvin, Giordano & Associates, Inc., is attached hereto as Exhibit " A , is hereby approved.

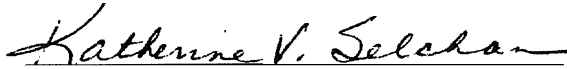
Section 3. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 23rd day of October, 2001.




ROBERT MILLER, MAYOR

ATTEST:



KATHERINE V. SELCHAN
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:



CITY ATTORNEY



Calvin, Giordano & Associates, Inc.
Engineers Surveyors Planners

October 4, 2001

Mr. Craig Wrathell, City Manager
CITY OF MARATHON
1045-55 Overseas Highway
Marathon, Florida 33050

Re: Marathon Fire Station - Preliminary Design
CGA Project No. 01-2137

Dear Mr. Wrathell:

Enclosed for your review and approval is our proposal for the above-referenced project.

Should you have **any** questions concerning this matter, please feel free to contact me at your convenience.

Very truly yours,

CALVIN, GIORDANO & ASSOCIATES, INC.

John P. Downes, P.E.
Executive Vice President

JPD/cf

Enclosure

cc: Mr. James Ward
Mr. Dennis J. Giordano
Mr. Chuck Adams

Reply to:

1800 Eller Drive
Suite 600
Fort Lauderdale, Florida 33316
(954) 921-7781
(954) 921-8807 fax

560 Village Boulevard
Suite 340
West Palm Beach, Florida 33409
(561) 684-6161
(561) 684-6360 fax

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1. JOB DESCRIPTION

Civil Engineering

Project Management & Oversight along with attendance at meetings & coordination between City Fire Service staff and the designees.

Architectural Services:
(See attached scope of services.)

2. BASIS OF COMPENSATION:

Hourly Basis plus reimbursables. Not to exceed \$15,500.00.

3. APPROVAL:

CALVIN, GIORDANO & ASSOCIATES

Submitted by: John P. Downes
John P. Downes, P.E.
Executive Vice President

Date: 10/4/01

CITY OF MARATHON

Approved by: Craig Wathell
Craig Wathell, City Manager

Date: 10/23/01

CITY OF MARATHON

AIA Document B155

Standard Form of Agreement Between Owner and Architect for a Small Project

1993 SMALL PROJECTS EDITION

Because this document has important legal consequences, we encourage you to consult with an attorney before signing it. Some states mandate a cancellation period or require other specific disclosures, including warnings for home improvement contracts, when a document such as this will be used for Work on the Owner's personal residence. Your attorney should insert all language required by state or local law to be included in this Agreement. Such statements may be entered in the space provided below, or if required by law, above the signatures of the parties.

This AGREEMENT is made: October 3, 2001
(Date)

BETWEEN the Owner's Agent ("Owner")

Calvin-Giordanno and Associates
1800 Eller Drive
Suite 600
Fort Lauderdale, Florida 33316

and the Architect:

Nancy Perez Miller, AIA
Nancy Perez Miller Architect, Inc.
88511 Overseas Highway, Suite 6
Islamorada, Florida 33036

for the following Project;

Fire Station, City of Marathon - Preliminary Design

Presentation boards will be created for use at two public meetings, and shall include:

1. Site plan
2. Ground floor plan
3. Second floor plan
4. Typical wall section preliminary cost estimate
- 5/6. Building elevations

The Owner and Architect agree as follows.

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ARTICLE 1

ARCHITECTS RESPONSIBILITIES

The Architect shall provide architectural services for the project, including normal structural, mechanical and electrical design services. Services shall be performed in a manner consistent with professional skill and care.

1.1 During the Design Phase, the Architect shall perform the following tasks:

- .1 describe the project requirements for the Owner's approval;
- .2 develop a design solution based on the approved project requirements;
- .3 upon the Owner's approval of the design solution, prepare Construction Documents indicating requirements for construction of the project;
- .4 assist the Owner in filing documents required for the approval of governmental authorities; and
- .5 assist the Owner in obtaining proposals and award contracts for construction.

1.2 During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in this Agreement and in AIA Document A205, General Conditions of the Contract for Construction of a Small Project. Unless otherwise agreed, the Architect's services during construction include visiting the site, reviewing and certifying payments, reviewing the Contractor's submittals, rejecting nonconforming Work, and interpreting the Contract Documents.

ARTICLE 2

OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the project, and shall establish a budget with reasonable contingencies that meets the project requirements. The Owner shall furnish surveying, geotechnical engineering and environmental testing services upon request by the Architect. The Owner shall employ a contractor to perform the construction Work and to provide cost-estimating services. The Owner shall furnish for the benefit of the project all legal, accounting and insurance counseling services.

ARTICLE 3

USE OF ARCHITECT'S DOCUMENTS

Documents prepared by the Architect are instruments of service for use solely with respect to this project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall not reuse or permit the reuse of the Architect's documents except by mutual agreement in writing.

ARTICLE 4

TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the project, the Architect shall be equitably compensated for services performed. Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and is sufficient cause for the Architect to either suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the other party substantially fails to perform in accordance with the terms of this Agreement.

ARTICLE 5

MISCELLANEOUS PROVISIONS

- 5.1 This Agreement shall be governed by the law of the location of the project.
- 5.2 Terms in this Agreement shall have the same meaning as those in AIA Document A205, General Conditions of the Contract for the Construction of a Small Project, current as of the date of this Agreement.
- 5.3 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to this Agreement. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.
- 5.4 The Architect and Architect's consultants shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the project site.

ARTICLE 6

PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Owner shall compensate the Architect as follows.

6.1 The Architect's Compensation shall be: . 513,500
(Indicate method of compensation.)

of which an initial payment retainer of \$5,000 dollars (\$ 5,000)
shall be paid upon execution of this Agreement and shall be credited to the final payment.

6.2 The Architect shall be reimbursed for expenses incurred in the interest of the project, plus an administrative fee of
percent (1.5 %).
(List reimbursable items.)

Postage/Special Delivery
Long Distance Calls
Printing

6.3 If through no fault of the Architect the services covered by this Agreement have not been completed within
(12) months of the date hereof, compensation for the Architect's services beyond that
time shall be appropriately adjusted.

6.4 Payments are due and payable upon receipt of the Architect's Invoice. Amounts unpaid
(30) days after invoice date shall bear interest from the date payment is due at the rate of
30 (), or in the absence thereof, or the legal rate prevailing at the principal place of business of the Architect.
*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations of the Owner's and Archt-
nec's principal places of business, the location of the Project and elsewhere may affect the validity of this provision.)*

6.5 Architectural services not covered by this Agreement include, among others, revisions due to changes in the scope, quality
or budget. The Architect shall be paid additional fees for these services based on the Architect's hourly rates when the services
are performed.

ARTICLE 7
OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

This Agreement entered into as of the day and year first written above.
(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

OWNER

(Signature)

(Printed name, title and address)

ARCHITECT

Nancy Miller

(Signature)

NANCY MILLER, PRESIDENT
(Printed name, title and address)

88511 OVERSEAS HWY #6
PO 1098
ISLAMORADA, FL 33036-1098



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