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**CITY OF MARATHON, FLORIDA
RESOLUTION 2004-025**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON,
FLORIDA, APPROVING A PROJECT AGREEMENT WITH KEITH &
SCHNARS, P.A. IN THE AMOUNT OF \$225,105 FOR PHASE I DESIGN
AND PHASE II DESIGN CRITERIA PACKAGE ON THE 98/99TH STREET
PROPERTY**

WHEREAS, at the February 28, 2004 City Council meeting, Keith and Schnars, P.A. (the "Consultant") made a presentation to the City Council concerning the development of City owned property located at 98th/99th Street (the "Property"); and

WHEREAS, the presentation included two (2) phases: a conceptual drawing consisting of an events field to include a fenced, seeded grass field with enhanced landscape buffers ("Phase I") and a conceptual drawing showing a location of City Hall and the adjacent parking ("Phase II"); and

WHEREAS, City Council directed staff to move forward with improvements as presented;
and

WHEREAS, the City has a continuing services agreement with the Consultant to provide design and engineering services to the City from time to time under individual project agreements.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF MARATHON, FLORIDA, that:**


Section 1. The project agreement between the City of Marathon and Keith and Schnars, P.A. in an amount not to exceed \$225,105.00, a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is approved.

Section 2. The City Manager is authorized to execute the agreement on behalf of the City.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the city of Marathon, Florida, this 23rd day of March, 2004.

THE CITY OF MARATHON, FLORIDA



Jeffrey M. Pinkus, Mayor

AYES: Bartus, Bull, Mearns, Miller, Pinkus
NOES: None
ABSENT: None
ABSTAIN: None

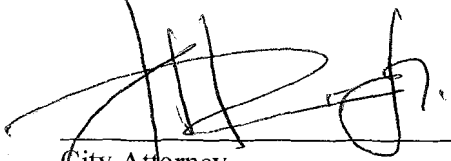
ATTEST:



Cindy L. Ecklund
City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**



City Attorney



KEITH and SCHNARS, P.A.
ENGINEERS - PLANNERS - SURVEYORS

EXHIBIT "A"

PROJECT AGREEMENT

Between

CITY OF MARATHON, FLORIDA

and

KEITH and SCHNARS, P.A.

for

Work Authorization No.

MARATHON CITY HALL & EVENTS FIELD
PHASE I DESIGN AND PHASE II DESIGN BUILD CRITERIA PACKAGE

PROJECT AGREEMENT

Between

THE CITY OF MARATHON, FLORIDA

and

KEITH and SCHNARS, P.A.

For

Work Authorization No.

MARATHON CITY HALL & EVENTS FIELD
PHASE I DESIGN AND PHASE II DESIGN BUILD CRITERIA PACKAGE

Pursuant to the provisions contained in the "Continuing Services Agreement" between the CITY OF MARATHON, FLORIDA (the "CITY") and KEITH and SCHNARS, P.A., ("CONSULTANT") dated June 21, 2003, 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 services to the CITY for the Project as described in the "Project Description" attached as Exhibit "1."

1.2 The "Scope of Services" 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, the CONSULTANT shall provide to the CITY the following Deliverables:

PHASE I: CONSTRUCTION PLAN AND BID SPECIFICATION

PHASE II: A DESIGN BUILD PACKAGE THAT INCLUDES DESIGN BUILD CRITERIA



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, 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 commence 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 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: \$ 100 per day. 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" \$ 225,105.00.

4.2 **Reimbursable Expenses.** The following expenses are reimbursable at their actual cost: travel and accommodations outside of Miami-Dade County, Broward County or Monroe County; 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 set forth in Exhibit "3" to this Project Agreement. Invoices for each phase shall not exceed amounts allocated to each phase of the Project plus reimbursable expenses accrued during each phase. The statement shall show a summary of fees with accrual of the total and credits for portions previously paid by the CITY. The CITY shall pay CONSULTANT within thirty (30) calendar days of approval by the City Manager of any invoices submitted by CONSULTANT to the CITY.

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 with additional backup documentation 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 CITY'S reasonable satisfaction.

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

5.5 **Final Payment.** Submission of 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 any and all claims against the CITY by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 **For Cause.** This Project Agreement may be terminated by either party upon five (5) calendar days written notice to the other party should the 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 Project 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 of this Project Agreement and the provision of Section 6.2 shall apply.

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

6.3 **Assignment upon Termination.** Upon termination of this Project Agreement, a copy of all of the CONSULTANT's work product shall become the property of the CITY and the CONSULTANT shall, within ten (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. Further, upon the CITY'S request, the CONSULTANT shall 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 thirty (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 for herein through no fault of the CONSULTANT, the CITY shall pay to the CONSULTANT its reasonable costs, actually incurred and paid, of demobilization and remobilization, as full compensation for any such suspension.



SECTION 7. INCORPORATION OF TERMS AND CONDITIONS OF CONTINUING SERVICE AGREEMENT

7.1 This Project Agreement incorporates the terms and conditions set forth in the Continuing Services Agreement dated June 21, 2002 between the parties as though fully set forth herein. In the event that "any terms or conditions of this Project Agreement conflict with the Continuing Services Agreement, the provisions of this specific Project Agreement shall prevail and apply.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

ATTEST:

CITY OF MARATHON, FLORIDA

[Signature]
City Clerk

By: *W. A. Janke 3/24/04*
W. Scott Janke, City Manager

APPROVED AS TO FORM:

[Signature]
City Attorney

ATTEST:

KEITH and SCHNARS, P.A.

Secretary

Please type name of Secretary

By: *Melanie Love, for Michael Davis*
Michael L. Davis,
Vice President for Environmental and Planning
3/24/04

(CORPORATE SEAL)

WITNESSES:

Print Name: _____

Print Name: _____

Exhibit "1"

Project Description

City of Marathon

Events Field Phase I Design & Marathon City Hall Phase II Design Build Criteria Package

Due to the need to have the field ready in time for the March, 2005 Seafood Festival, the development of City Hall and the Events Field will be completed in two phases. However, the Phase II design and development approvals will run concurrently with the Phase I development.

PHASE I

Phase I includes plans and specifications for a fenced, seeded grass field with enhanced landscape buffers. Deliverables will be Construction Bid Documents.

PHASE II

Phase II includes site plan approval processing development of design build criteria package for the City Hall Events Field and associated parking. Deliverables will be City Hall Events Field and City Hall conceptual designs equivalent to 35% drawings.



Exhibit "2"

Scope of Services

**City of Marathon
Phase I and Phase II City Hall and Event Site**

Scope of Services

The following is the scope of services for the Events Field Phase I Design & Marathon City Hall Event Site Phase II Design Build Criteria Package in accordance with the Continuing Services Agreement between the City of Marathon, Florida and Keith and Schnars, P.A. Keith and Schnars, P.A. will subcontract with the following architectural and engineering firms to provide specific professional services: Cartaya & Associates Architects, P.A., Nutting Engineers of Florida, Inc., Electrical Design Associates (EDA) and Sea Air Land Technologies, Inc (SALT). This scope outlines the steps and process that will be followed to prepare and implement the requested Design Build Criteria Package for the Marathon City Hall.

PHASE I

Phase I includes plans and specification for a fenced, seeded grass field with enhanced landscape buffers.

I.I BOUNDARY AND TOPOGRAPHIC SURVEY

CONSULTANT shall prepare a Boundary and Topographic Survey of the subject site, containing approximately 10 acres. Services include the location of the mean high water line along the southern boundary. Topographic data shall be obtained through out the site on a 100' grid with intermediate high and low areas obtained. Services include topographic data extending to the adjacent roadways and extend to the median of US 1. Trees larger than 3" diameter at breast height (D.B.H.) shall also be located. Boundary and Topographic Survey shall conform to the Minimum Technical Requirements as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6 of the Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

CONSULTANT'S Lump Sum Fee for this service shall be.....\$14,500.00

I.II Environmental Services

CONSULTANT'S due diligence in researching required environmental permitting discovered the following permitting requirements for the scope of work proposed:

- Joint Department of Environmental Resource/U.S. Army Corps of Engineering Dredge and Fill Permit
- Environmental Resource Permit from the South Florida Water Management District
- City of Marathon Environmental Development Permit
- U. S. Fish and Wildlife Letter of Review

Any additional permitting requested or required will be considered additional services.

A. Wetland Delineation

The City of Marathon's Biologist has completed a detailed site investigation of the Site. The CONSULTANT will investigate and delineate the identified wetland boundaries and wetland communities. Wetlands will be delineated using the criteria specified in the State of Florida's *Wetland Delineation Manual*, KEYWP, and the US Army Corps of Engineers (ACOE) *1987 Wetland Delineation Manual*. Wetland boundaries will be flagged in the field and will be instrument surveyed. Costs and services to provide instrument surveyed boundaries are included under Task II. Written requests for verification of the proposed jurisdictional lines will be submitted to the South Florida Water Management District (SFWMD) and the ACOE. One field visit will be conducted with representatives of these two agencies to verify the proposed wetland boundaries.

CONSULTANT's Lump Sum Fee for this service is.....\$6,700.00

The Lump Sum Fee for this Task does not include the site visit fees required by the regulatory agencies. Provision of these fees is the responsibility of the CLIENT.

B. Environmental Resource Permitting (ERP)

The CONSULTANT will assist the CLIENT with the preparation of an Environmental Resource Permit (ERP) Application package to be submitted to the ACOE and the SFWMD. Wetland investigations will include habitat assessments, an appraisal of plant and animal communities, investigations of threatened and endangered species, and an analysis of alternatives and minimization of project impacts. Habitat mapping will be completed using the Florida Land Use Cover and Forms Classification System (FLUCCS) and the CITY's Land Development Regulations. Other mapping will be completed, as required by the Joint Application for the ERP application process. As required, we will conduct a Wetland Rapid Assessment Procedure (WRAP) or the Florida Unified Wetland Assessment Method for the existing wetland(s).

The application will address proposed dredge and fill impacts to existing jurisdictional wetlands and surface water management. This application will document the wetland delineations, wetland evaluations, and potential mitigation options, if required. Based on the results of on-site meetings and coordination with the regulatory agencies, the CONSULTANT will develop various mitigation options for consideration. Preliminary mitigation designs will include a proposed mitigation plan into the proposed site plan. The options shall be presented in text and in graphic format.

The CONSULTANT will discuss mitigation opportunities and alternatives with the CLIENT and the regulatory agencies to determine the most suitable alternative. If necessary, conceptual (permit-level) mitigation drawings for impacts to existing on-site jurisdictional wetlands will be prepared.

The CONSULTANT will respond to one round of comments by the regulatory agencies. Additional responses are not included in this scope of services and will require a supplemental proposal.

CONSULTANT's Lump Sum Fee for this service is\$15,400.00

Note: Lump Sum Fee does not include the application processing fees, permit fees or mitigation fees required by the regulatory agencies. Provision of these fees is the responsibility of the CLIENT.

I.III PRELIMINARY DRAINAGE ANALYSIS

The CONSULTANT will meet with the CLIENT to clarify and define the CLIENT'S requirements for the project and review the available data.

Based on the comments received from the South Florida Water Management District, we will analyze the on-site requirements for the backbone drainage system for the site. Based on the proposed land use of the site, we will perform the necessary hydraulic calculations and analysis in order to properly size the stormwater management system for the project.

In addition, we will also analyze the off-site drainage requirements that will impact the project and make recommendations as to the most economical solution to handle the off-site drainage requirements.

CONSULTANT'S lump sum fee for these services will be.....\$5,075.00

I.IV PLANTING AND BERMING PLAN

CONSULTANT shall prepare planting and berming plans, based on the site plan, building foot print as showing trees, existing native vegetation to be relocated shrubs, sod and ground cover, details, technical specifications and notes necessary for planting plan submission to the City of Marathon. CLIENT shall provide CONSULTANT with any property and lease encumbrances. Revisions to the plan after work has started will be considered additional services.

CONSULTANT'S lump sum fee for this service shall be.....\$8,820.00

I.V IRRIGATION PLAN

CONSULTANT shall prepare an irrigation plan based on the site and planting plans previously described. The plan will show all piping, sleeving, details and technical specifications necessary for construction. The water source is to be municipal supply and the electrical service will be coordinated and permitted through the Florida Keys Electric Cooperative. Revisions to the plan after work has started will be considered additional services.

CONSULTANT'S lump sum fee for this service shall be.....\$8,830.00

PHASE II

Phase II includes development of design build criteria package for the City Hall, associated parking and further development of Event Site.

II.I SITE PLANNING SERVICES

A. SITE PLAN

CONSULTANT shall prepare a site plan based on latest survey (including vegetation and tree survey) information, the CLIENT'S concept site plan and Site Plan Workshops, all supplied by CLIENT in cad DXF format. CLIENT shall provide CONSULTANT with any property and lease encumbrances.

Plan will show graphic locations of proposed elements at an appropriate scale and contain necessary information for submission to the City of Marathon Development Review Committee and Planning Commission and City Council, as required. (Geometric Control Plan, Construction Details, Lighting, Signage, Docks, and Off Site improvements plans are not part of this agreement).

Revisions to this plan after work has started will be considered additional services.

CONSULTANT'S lump sum fee for this service shall be.....\$12,880.00

B. PRELIMINARY ENGINEERING DESIGN

In order to conform to the requirements of a Design Build Criteria Package and the City of Marathon relative to the site plan application, it will be necessary to prepare preliminary engineering plans for the above-referenced project. In order to conform to this requirement, the CONSULTANT proposes to provide the necessary plans and details for the stormwater management system, sanitary sewer collection system and water distribution system for the proposed Event Site and City Hall development.

The preliminary design for the project will be performed in accordance with the rules and regulations of the City of Marathon and we will provide the Development Review Committee with the necessary reports and approvals required relative to utility service.

CONSULTANT'S lump sum fee for these services shall be.....\$7,590.00

C. PLANTING PLAN

CONSULTANT shall prepare planting plans, based on the site plan, building foot print and survey as showing trees, shrubs, sod and ground cover, details, technical specifications and notes necessary for site plan submission to the City of Marathon. CLIENT shall provide CONSULTANT with any property and lease encumbrances. Revisions to the plan after work has started will be considered additional services.

CONSULTANT'S Lump Sum Fee for these services shall be.....\$ 7,320.00

D. RENDERINGS

CONSULTANT shall prepare two rendered drawings of the proposed site/planting plan in plan view for site plan presentation.

CONSULTANT'S lump sum fee for this service shall be.....\$3,400.00

E. SITE PLAN WORKSHOP

CONSULTANT shall attend one Public Workshop and one presentation relative to the development of the Site Plan and the consensus building of the stakeholders.

CONSULTANT'S lump sum fee for this service shall be.....\$7,840.00

F. SITE PLAN PROCESSING

CONSULTANT shall process plans prepared by the CONSULTANT and others required for City of Marathon site plan review for the purposes of obtaining site plan approval. Upon CLIENT'S approval of the plans, the following services will be provided:

- Coordination of the different disciplines completed work for the site plan submission portion of this agreement and compilation of the site plan submission package.
- Attend all meetings with the Development Review Committee, Planning Commission and City Council.

The CLIENT shall provide the CONSULTANT with the following:

1. Proof of ownership of property documentation as required by the City of Marathon.
2. Letter stating Keith and Schnars as agent for site plan review purposes.
3. All necessary drawings and related elements of ecological evaluation, reports and permits:
4. All review related fees (including notification mailing and meeting signs).
5. Additional information required by the City of Marathon.

CONSULTANT'S lump sum fee for these services shall be.....\$20,860.00

G. PERMITTING PHASE

The CONSULTANT will provide technical criteria, written description and design data for use in filing applications for permits with the governmental agencies having jurisdiction to review the design of the project. Application and permit fees are the responsibility of the CLIENT and are not included within this agreement. The following regulatory agencies' permit applications or informational submittals will be provided for the design:



City Site Plan Process

Department of Environmental Protection

Florida Keys Aqueduct Authority

Army Corps of Engineers

Fish and Wild Life

State of Florida Department of Transportation

CONSULTANT'S lump sum fee for these services shall be.....\$7,590.00

II.II. ARCHITECTURAL SERVICES

A. SPACE PLANNING FOR CITY HALL BUILDING

1. The Architect shall provide space planning services consisting of room adjacency studies for the Owner's review.
2. The Architect shall provide a schematic floor plan with all spaces drawn to scale. Each space shall have a name, room number and area.
3. The Architect shall prepare typical office and conference room furniture layouts to test the areas and or dimensions programmed.
4. The Architect shall provide a schematic finish schedule showing all proposed floor, base, wall and ceiling finishes.
5. The Architect shall assist Keith and Schnars, P.A. during the site planning process.
6. The Architect shall assist one workshop and one presentation.

CONSULTANT'S lump sum fee for this service shall be.....\$19,250.00

B. CONCEPTUAL ELEVATIONS/ MATERIAL SELECTION

1. The Architect shall, upon approval of task no. 1 by the owner, provide two conceptual exterior elevations of the building for the owner's review.
2. The Architect shall provide a color board with finish material and color selections.
3. The Architect shall provide colored conceptual exterior elevations of the owner selected design.

4. The Architect shall provide interior elevations of the council chambers only.
5. The Architect shall assist one community workshop and one presentation.

CONSULTANT'S lump sum fee for this service shall be.....\$19,250.00

II. III GEOTECHNICAL TESTING (Sub-Consultant – Nutting Engineers of Florida, Inc)

SUB-CONSULTANT shall perform two (2) Standard Penetration Test (SPT) borings to determine bearing capacity for future buildings and two (2) South Florida Water Management District (SFWMD) exfiltration tests to determine the Hydraulic Conductivity (K-value) of existing soils for site drainage evaluation. Testing services will include an engineering report determining a bearing capacity analysis.

SUB-CONSULTANT’S Lump Sum Fee for these services shall be..... \$ 4,000.00

II.IV DESIGN-BUILD CRITERIA PACKAGE

A. DESIGN-BUILD CRITERIA PACKAGE FOR CITY HALL BUILDING

1. Upon approval of tasks II.II A and II.II B, the architect shall provide a design-build criteria package for use by the owner in soliciting bids. The design-build criteria package shall be based on performance specifications for all materials and systems involved in the construction of the building and shall include the schematic floor plan, colored elevations, described on tasks I I.II A and II.II. B
2. All furniture requirements shall be included in the design criteria package only for electrical, and communication requirements. The City will purchase and install all furniture, telecommunication and security systems.
3. The Architect shall attend one staff meeting.

CONSULTANT'S lump sum fee for this service shall be.....\$13,750.00

B. DESIGN BUILD CRITERIA PERFORMANCE SPECIFICATIONS FOR SITE DEVELOPMENT

CONSULTANT shall prepare and deliver a design-build criteria package including performance specifications for the development of Site based on the approved site. Elements included in the Event Site project will be: Pathways, Observation Areas, Electrical Supply for Events, Landscaping, Lighting, Irrigation, Infrastructure, Kayak Launch, Swing Set, Grass Parking area, Driveway and Parking Lot Improvements. The criteria package will be set up to require the successful design build team to develop building permit drawings and acquire all necessary site plan approvals and building permits. As part of the criteria package, the City will provide any necessary ecological information.

CONSULTANT’S Lump Sum Fee for these services shall be.....\$16,000.00

C. DESIGN BUILD CRITERIA PERFORMANCE SPECIFICATIONS FOR ALTERNATIVE TECHNOLOGY

SUBCONSULTANT will meet with CLIENT to discuss the use of alternative technologies and the practical guidelines for general construction and building performance specifications.

SUBCONSULTANT will draft system requirements and specs for all building systems based upon agreements made with the CLIENT during the Alternative Technology Consultation.

SUBCONSULTANT'S Lump Sum Fee for these services shall be..... \$ 9,650.00

II.IV. DESIGN BUILD SELECTION PROCESS ASSISTANCE

CONSULTANT will provide CCNA overview and process assistance or Selection Committee. The process will include three (3) meetings as outlined to complete the selection process.

Meeting 1:

Attending the pre-bid meeting, assisting in the RFI process and responding to all owner, engineer and/or bidder request for information.

Meeting 2:

- Conduct review process of Step 1 submittals with Selection Committee;
- Assist Selection Committee with technical support;
- Tabulate Grading Sheets;
- Assist on consensus building to achieve short list; and
- Review Step II process, grading sheets and establish presentation items and format for short listed firms.

Meeting 3:

- Conduct Selection Committee meeting for presentations;
- Assist Selection Committee with technical support;
- Tabulate Grading Sheets; and
- Assist in consensus building to achieve ranking of short listed firms.

CONSULTANT'S Lump Sum Fee for this service shall be.....\$16,400.00

EXHIBIT B

Professional Fee Schedule

CODE	JOB CLASSIFICATION	HOURLY RATE
02	Administrative Assistant	\$40.00
04	Community Liaison.....	\$60.00
08	Economic/Financial Analyst.....	\$75.00
06	CADD Operator.....	\$65.00
11	Graphic Designer.....	\$60.00
29	Technician I.....	\$55.00
25	Technician II.....	\$65.00
36	Permit Coordinator.....	\$65.00
09	Scientist I.....	\$60.00
07	Scientist II.....	\$75.00
03	Scientist III.....	\$85.00
16 12 14 15 30		
16	Associate Planner.....	\$60.00
12	Landscape Architect (RLA)/Chief Planner (AICP).....	\$85.00
14	Landscape Designer.....	\$65.00
15	Planner (AICP).....	\$75.00
30	Transportation Planner.....	\$70.00
13	Field Representative.....	\$55.00
32	Senior Field Representative.....	\$65.00
19	Professional Engineer (PE).....	\$95.00
17	Project Engineer/Designer.....	\$75.00
23	Senior Project Engineer.....	\$85.00
18 24 26 21		
18	Project Manager I.....	\$90.00
24	Project Manager II.....	\$100.00
26	Project Manager III.....	\$115.00
21	Senior Project Manager.....	\$135.00
22	Senior Member.....	\$200.00
	Vice President.....	\$275.00
20 42 43		
20	Professional Land Surveyor (PSM).....	\$80.00
42	Survey Party.....	\$85.00
43	Specialized Survey Party.....	Call for quotation
	(Hydrographic/GPS/4 person, etc.)	