

**CITY OF MARATHON, FLORIDA
RESOLUTION 2010-47**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING WORK AUTHORIZATION NO. 2 WITH FLORIDA TRANSPORTATION ENGINEERING, INC., FOR DESIGN AND ENGINEERING SUPPORT SERVICES FOR ROADWAY IMPROVEMENTS TO THE INTERSECTION OF AVIATION BOULEVARD AND U.S. 1 IN AN AMOUNT NOT TO EXCEED \$49,375 PLUS ELIGIBLE REIMBURSABLES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE WORK AUTHORIZATION ON BEHALF OF THE CITY, AND APPROPRIATE FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City desires to engage the services of a an engineering firm for the design and engineering services for improvements to the intersection of Aviation Blvd. and U.S. 1 (the "Project"); and

WHEREAS, City staff solicited proposals from engineering firms that have the necessary expertise and experience to perform the services required and are currently under a continuing service agreement contract with the City; and

WHEREAS, after reviewing the cost proposals, staff recommends the City to issue a Work Authorization to Florida Transportation Engineering for the Project in an amount not to exceed \$49,375, plus eligible reimbursables.

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

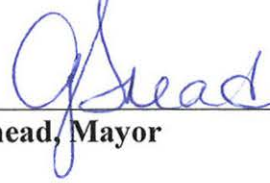
Section 1. The above recitals are true and correct and incorporated herein.

Section 2. Work Authorization No.2 between the City and Florida Transportation Engineering for design and engineering support services for the Project in an amount not to exceed \$49,375 plus eligible reimbursables, a copy of which is attached hereto 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 hereby approved. The City Manager is authorized to appropriate funds for the Project and execute the Work Authorization 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 11th DAY OF MAY, 2010.


THE CITY OF MARATHON, FLORIDA



Ginger Snead, Mayor

AYES: Cinque, Keating, Ramsay, Worthington, Snead
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:


Diane Clavier, City Clerk

(City Seal)

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


City Attorney

EXHIBIT "A"

PROJECT AGREEMENT

Work Authorization No. _____ 2 _____

Pursuant to the provisions contained in the "Continuing Services Agreement" between the CITY OF MARATHON, FLORIDA (the "CITY") and **Florida Transportation Engineering, Inc.** ("CONTRACTOR") dated July 14, 2009, this Project Agreement authorizes the CONTRACTOR to provide the services as set forth below:

The CITY and CONTRACTOR agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONTRACTOR shall provide the services to the CITY for the Project as described in the "Scope of Services and Project Schedule" attached as Exhibit "1."

1.2 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. TERM/TIME OF PERFORMANCE/DAMAGE

2.1 **Term.** This Project Agreement shall commence on the date this instrument is fully executed by all parties ("Commencement Date") and shall continue in full force and effect, unless otherwise terminated pursuant to Section 5 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 CONTRACTOR. Such extension shall not exceed 30 days. No further extensions of this Agreement shall be effective unless authorized by the CITY Council.

2.2 **Contract Time.** The CONTRACTOR 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 Exhibit "1". 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.

2.3 **Time is of the Essence.** All limitations of time set forth in this Agreement are of the essence.

SECTION 3. AMOUNT, BASIS AND METHOD OF COMPENSATION

3.1 **Lump Sum Compensation.** CITY agrees to pay CONTRACTOR as compensation for performance of all services described in Exhibit "1" an amount not to exceed \$49,375.00.

[OR, IF HOURLY, "CITY AGREES TO PAY CONTRACTOR COMPENSATION AT CONTRACTOR'S HOURLY RATES, UP TO A MAXIMUM AMOUNT NOT TO EXCEED \$ _____.]

3.2 **Reimbursable Expenses.** The following expenses are reimbursable at their actual cost: 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 4. BILLING AND PAYMENTS TO THE CONTRACTOR

4.1 **Invoices.** CONTRACTOR shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. 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 CONTRACTOR within thirty (30) calendar days of approval by the City Manager of any invoices submitted by CONTRACTOR to the CITY.

4.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the CITY for payment to the CONTRACTOR is disputed, or additional backup documentation is required, the CITY shall notify the CONTRACTOR within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONTRACTOR 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 CONTRACTOR. The CITY, at its sole discretion, may pay to the CONTRACTOR the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

4.3 **Suspension of Payment.** In the event that the CITY becomes credibly informed that any representations of the CONTRACTOR, provided pursuant to Subparagraph 3.1, are wholly or partially inaccurate, or in the event that the CONTRACTOR 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 CONTRACTOR until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the CITY'S reasonable satisfaction.

4.4 **Retainage.** The CITY reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the CONTRACTOR 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 CONTRACTOR'S duties and responsibilities under the Project Agreement.

4.5 **Final Payment.** Submission of the CONTRACTOR'S invoice for final payment and reimbursement shall constitute the CONTRACTOR'S representation to the CITY that, upon receipt from the CITY of the amount invoiced, all obligations of the CONTRACTOR to others, including its consultants, incurred in connection with the Project, shall be paid in full. The CONTRACTOR 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 CONTRACTOR.

SECTION 5. TERMINATION/SUSPENSION

5.1 **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 CONTRACTOR abandons this Project Agreement or causes it to be terminated by the CITY, the CONTRACTOR shall indemnify the CITY against any loss pertaining to this termination.

5.2 **For Convenience.** This Project Agreement may be terminated by the CITY for convenience upon fourteen (14) calendar days' written notice to the CONTRACTOR. In the event of termination, the CONTRACTOR shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subcontractor obligations. The CONTRACTOR 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 CONTRACTOR shall promptly submit its invoice for final payment and reimbursement and the invoice shall comply with the provisions of Paragraph 4.1 of this Project Agreement. Under no circumstances shall the CITY make any payment to the CONTRACTOR for services which have not been performed.

5.3 **Assignment upon Termination.** Upon termination of this Project Agreement, a copy of all of the CONTRACTOR's work product shall become the property of the CITY and the CONTRACTOR 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 CONTRACTOR pertaining to this Project Agreement.

SECTION 6. INCORPORATION OF TERMS AND CONDITIONS OF CONTINUING SERVICES AGREEMENT

This Project Agreement incorporates the terms and conditions set forth in the Continuing Services Agreement dated 8-6-09 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.

ATTEST:

CITY OF MARATHON

Dario Clavier
City Clerk

By: [Signature]
Roger T. Hernstadt, City Manager

Date: May 21, 2010

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

[Signature]
City Attorney

Florida Transportation Engineering, Inc.

[Signature]
Witness

By: [Signature]

Juan Calderon / Vice-President
Name and title

Date: 05/17/2010

**Scope of Services and Project Schedule
Exhibit 1**

May 3, 2010
City of Marathon
Attention: Public Works
9805 Overseas Highway
Marathon, FL 33050

Subject: Roadway Design Improvements at the intersection of US 1 and Aviation Fee Proposal.

Dear Mr. Solis:

Florida Transportation Engineering, Inc. (FTE) is pleased to submit the following fee proposal to provide traffic and design engineering services to improve the intersection of US 1 and Aviation Ave for the City of Marathon in accordance with the City's Public Works and FDOT transportation standards. In order to perform this fee proposal, FTE has reviewed and vetted the scope presented by the City and determine the following activities to be addressed.

1. Traffic Signal Flashing Study: This study will evaluate warrants for an installation of a flashing or signal at the concerned intersection based on MUTCD and FDOT criteria.
Based on the above work effort, Activity #2 can be completed for a lump sum of \$5,000.

2. Design of the Signal Flashing System Improvements: The design fee of this installation is provided as a separate line item of this fee proposal. Notice to proceed of this design component will be contingent to acceptance by all interested parties of the need of the flashing signal system at the concerned location.

Work Effort under this activity is as follow:

- | | |
|--|--|
| <input type="checkbox"/> Reference and Master Signalization Design File. | <input type="checkbox"/> General Notes/Pay Item Notes. |
| <input type="checkbox"/> Pole elevation Analysis. | <input type="checkbox"/> Plan Sheet. |
| <input type="checkbox"/> Quantities. | <input type="checkbox"/> Special Service Point Details. |
| <input type="checkbox"/> Cost Estimate | <input type="checkbox"/> Mast Arm / Monotube Tabulation Sheet. |
| <input type="checkbox"/> Key Sheet. | <input type="checkbox"/> Utility Conflict Sheet. |
| <input type="checkbox"/> Tabulation of Quantities. | <input type="checkbox"/> Field Reviews. |
| | <input type="checkbox"/> Technical Meetings. |

Based on the above work effort, Activity #2 can be completed for a lump sum of \$9,508.

3. Design of Intersection Geometric Improvements: The improvements consist of geometric modifications to the approach of Aviation Avenue by providing a left/thru lane, right turn lane, and a receiving lane from US 1. It is noted that the City will be provided survey and geotechnical information to perform a comprehensive design of the proposed intersection improvements.

Work Effort under this activity is as follow:

- Horizontal/Vertical Master Design Files.
- Cross Section Design Files.
- Traffic Control Analysis.
- Computation Book & Quantities.
- Cost Estimate
- Technical Specifications
- Field Reviews.
- Technical Meetings.
- Key Sheet, Roadway and S&M.
- Typical Section Sheets.
- General Notes/Pay Item Notes.
- Summary of Quantities.
- Profile Sheet.
- Plan Sheet, Roadway and S&M.
- Cross-Section Sheet.
- Traffic Control Detail Sheets.
- Identify Existing UAO(s).
- Make Utility Contacts.
- Preliminary Utility Meeting.
- Collect and Review Plans and Data from UAO(s).
- Utility Design Meeting.
- Review Utility Markups and Work

Schedules, and Processing of Schedules and Agreements.

- Contract Plans to UAO(s).
- Drainage Demolition / Relocation Plan.
- Drainage Design -Gravity System Conveyance Design to FDOT Drainage System, and Drainage System Sizing with Quantity Take-offs.
- Details and Specifications.
- Drainage Report and Calculations of Drainage Conveyance System to direct additional runoff and existing runoff to FDOT Drainage system created by Aviation Blvd.
- Issue addenda as appropriate to clarify, correct, or change the bidding documents and to respond to questions from prospective bidders.
- Provide assistance in preparation of responses to requests for information or clarification in relation to the project documents.

Based on the above work effort, Activity #3 can be completed for a lump sum of \$34,492.

Based on the tasks identified, FTE can complete the roadway design improvements at the concerned intersection based on a time and material basis for a not to exceed amount of **\$49,000**. This project will have duration of 90 days from the time of the notice to proceed.

The contractual terms will be in accordance with the Continuing Services for Professional Engineering Services contract FTE currently has with City of Marathon. FTE is looking forward to working with you.

Sincerely,

Juan S. Calderon, P.E., P.T.O.E.
Vice-President