

**CITY OF MARATHON, FLORIDA
RESOLUTION 2011-29**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AWARD OF ARCHITECTURAL SERVICES CONTRACT TO WILLIAM P. HORN, ARCHITECT, AUTHORIZING THE CITY MANAGER TO NEGOTIATE CONTRACT WITHIN BUDGETARY CONFINES, RELATIVE TO GRASSY KEY FIRE STATION, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENTS IN CONNECTION THEREWITH AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 28, 2010 the City issued Request For Qualifications # 12-10GKFS-0-2010/ST for design and bid documents to include costs for various building methodologies for the Grassy Key Fire Station adjacent to the SA7 WWTP; and

WHEREAS, the City established a selection committee which evaluated the Request for Qualifications proposals in accordance with the selection procedures outlined in published selection criteria, and provided its rankings and recommendation to the City Council as set forth on the attached Exhibit A; and

WHEREAS, the City desires to negotiate an agreement with William P.Horn, Architect and authorizes the manager to execute agreements within budgetary confines relative to the Grassy Key Fire Station.

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.

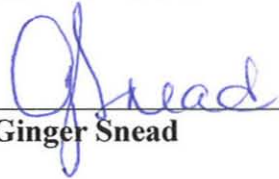
Section 2. The City Council accepts the rankings and recommendations of the selection committee as set forth on Exhibit "A" attached hereto and incorporated herein.

Section 3. The City Council hereby authorizes the City Manager to enter into contract negotiations with William P. Horn, Architect for professional architect services in the form attached hereto and incorporated herein as Exhibit "B;" 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.

Section 4. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Marathon, Florida, this 12th day of April, 2011.


THE CITY OF MARATHON, FLORIDA



Mayor Ginger Snead

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

ATTEST:



Diane Clavier
City Clerk

(City Seal)

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



City Attorney

GRASSY KEY FIRE STATION RECOMMENDATION

300 points possible

William P. Horn, Architect	267
Currie Sowards Aguila, Architect	266
CPH Engineers, Inc.	254
Alleguez Architecture, Inc.	
Angel Saqui FAIA Architects	
C. Alan Anderson Architect	
Carlos Rojas	
Cartaya & Associates Architects	
CPZ Architects Inc.	
Fraga Engineers/Silva Architect	
McHarry & Associates	
Solaria Architecture Engineering	
Terra Mar Architectural	
Titsch & Associates Architect	
W. Barnett Enterprises, Inc.	
Wayne Dennis Architect	

AGREEMENT

**Architectural Services Design/Construction Documents
For
Grassy Key Fire Station**

THIS AGREEMENT is made and entered into on the 13th day of May, 2011 by and between:

City of Marathon
9805 Overseas Highway
Marathon, Florida 33050
(Hereinafter referred to as "the City")

AND:

William P. Horn Architect, P.A.
915 Eaton Street
Key West, Florida 33040
(Hereinafter referred to as "the Consultant")

WITNESSETH:

In consideration of the mutual covenants and conditions as herein expressed and of the faithful performance of all such covenants and conditions, the parties do hereby mutually agree as follows:

ARTICLE I

1. THE CONTRACT DOCUMENTS

The Contract Documents shall consist of this Agreement, any amendments subsequent to the date hereof, and any written directions provided by the City to the Consultant in connection with the scope of services described below to include all Request for Qualifications and Addenda documentation and all other documents related to this project.

ARTICLE 2

2. **SCOPE OF SERVICES**

- 2.1 Consultant will supply all personnel, equipment, and resources necessary to provide professional architectural services for design/construction documents, (including all engineering necessary) contract administration services for a fire station located within the City's jurisdiction in Grassy Key, Marathon, Florida which are set forth on Exhibit A hereto. The specific services to be provided shall consist of those Architectural services that are standard in the industry as well as any similar services reasonably requested by the City. Project shall be completed in two or more phases.
- 2.2 Consultant shall provide a project team to perform its duties hereunder (as existing from time to time, the "Project Team"), the members of which shall be employees of the Consultant. The Consultant shall designate from time to time an individual to act as representative of Consultant. Consultant may, from time to time upon notice to the City, make changes in and deletions and additions to the Project Team; provided, however, the City shall have the right to approve any new or replacement member of the Project Team. The City shall have the right from time to time to reasonably request that a member or members of the Project Team be removed and replaced by a person or persons acceptable to the City in its reasonable discretion.
- 2.3 The Professional Services shall include and be broken down into the following phases of service:

Service	Fee	Duration
Phase I Phase I Notice to Proceed to be issued upon signing of agreement	\$30,000	60 days
Phase II Phase II Notice to Proceed will be issued upon City Manager approval	\$40,312	60 days
Phase III Phase II Notice to Proceed will be issued upon City Manager approval	\$4,687	45 days
Phase IV Phase IV Notice to Proceed will be issued upon City Manager approval	\$18,751	180 days

ARTICLE 3

3. CONTRACT SUM \$93,750

- 3.1 Upon satisfactory completion of the specified work as determined by the sole discretion of the City Manager, the Consultant agrees to charge the City for time and materials associated with performing the work in accordance with the Contract documents and the negotiated not to exceed the maximum price of \$93,750.
- 3.2 Any change of compensation under this Agreement will require a written change order approved by the City.

ARTICLE 4

4. CONTRACT TIME

4.1 The term of this Agreement is for a period of:

Phase I	60 days
Phase II	60 days
Phase III	45 days
Phase IV	180 days

ARTICLE 5

5. INVOICING AND PAYMENT

- 5.1 The Consultant will issue an invoice once a month for the work, which has been completed, in the City Manager's sole discretion. If he/she determines that the work specified in the invoice has been performed according to the job specifications, the City shall pay such invoice within 30 days.
- 5.2 The Consultant's invoice shall show a complete breakdown of the project components, the quantities completed and the amount due, and any other supporting documentation as may be required by the Contract documents for approval.

ARTICLE 6

6. INSURANCE

The Consultant shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by the City Manager. The underwriter of such insurance shall be qualified to do business in the State of Florida. If requested by the City Manager, the insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers. The insurance coverage shall include a minimum of:

- 6.1 Commercial General Liability Insurance naming the City as an additional insured with not less than the following limits:
 - 6.1.1 General Aggregate - \$1,000,000.
 - 6.1.2 Products-Comp/Op Aggregate - \$1,000,000.
 - 6.1.3 Personal and Advertising Injury - \$1,000,000.
 - 6.1.4 Fire Damage - \$50,000.

Coverage shall include contractual liability assumed under this agreement, products and completed operations, personal injury, broad form property damage, and premises operations.

- 6.2 **Professional Liability** – Firm shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$500,000 per occurrence and \$1,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of the Firm or its officers, agents, representatives, assigns or subcontractors.
- 6.3 Commercial Automobile Liability Insurance naming the City as an additional insured with not less than the following limits:
 - 6.3.1 Combined Single Limit - \$300,000.

Coverage shall include contractual liability assumed under this agreement, owned, hired and non-owned vehicles.

- 6.4 Worker's Compensation Insurance covering the Consultant and the Consultant's employees with not less than the following limits:
 - 6.4.1 Worker's Compensation \$100,000/\$500,000/\$100,000 for coverage.
- 6.5 The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days prior written notice has been given to the City. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the City. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the Consultant shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of this agreement or extension hereunder is in effect.
- 6.6 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall endorsed with a provision that not less than thirty (30) calendar days written

notice shall be provided to the City before any policy or coverage is cancelled or restricted.

- 6.7 The City reserves the right to require additional insurance in order to meet the full value of the Agreement.
- 6.8 The City of Marathon must be named as additional insured on each of the policies referenced above.

ARTICLE 7

7. ASSIGNMENT

This Agreement shall not be assignable by the Consultant.

ARTICLE 8

8. PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement unless approved by the City Manager of the City of Marathon.

ARTICLE 9

9. TERMINATION

This Agreement may be terminated by the City upon ten days' written notice with or without cause and by the Consultant upon 30 days' written notice with or without cause. If this Agreement is terminated, the Consultant shall be paid in accordance with the provisions of Articles 4 and 5 of this Agreement for all acceptable work performed up to the date of termination.

ARTICLE 10

10. NONEXCLUSIVE AGREEMENT

The services to be provided by the Consultant pursuant to this Agreement shall be nonexclusive and nothing herein shall preclude the City from engaging other firms to perform the same or similar services for the benefit of the City within the City's sole and absolute discretion.

ARTICLE 11

11. **ENTIRE AGREEMENT**

This Agreement, together with all pertinent documentation shall constitute the entire agreement which may only be amended or modified upon written agreement between the parties.

ARTICLE 12

12. **ATTORNEY'S FEES**

In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. This provision shall exclude all litigation resolved by agreement of the parties.

ARTICLE 13

13. **NONDISCRIMINATION**

During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, national origin, and agrees to abide by all Federal and State laws regarding nondiscrimination.

ARTICLE 14

14. **OWNERSHIP AND ACCESS TO RECORDS AND AUDITS**

All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the City under this Agreement shall be the property of the City. The City Manager or his designee shall, during the term of this Agreement, have access in connection with any litigation arising out of this Agreement; the prevailing party shall be entitled to recover reasonable attorney's fees and costs. This provision shall exclude all litigation resolved by agreement of the parties.

ARTICLE 15

15. **INDEPENDENT CONTRACTOR**

The Consultant and its employees, volunteers and agents shall be and remain independent contractor and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not

in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

ARTICLE 16

16. **COMPLIANCE WITH LAWS**

The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to services provided hereunder.

ARTICLE 17

17. **NOTICES**

All notices and communications to the City shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

City:	Roger Hernstadt City Manager City of Marathon 9805 Overseas Highway Marathon, Florida 33050
With a copy to:	John R. Herin, Jr., Esq. City Attorney City of Marathon 9805 Overseas Highway Marathon, Florida 33050
Consultant:	William P. Horn 915 Eaton Street Key West, Florida 33040

ARTICLE 18

18. **GOVERNING LAW**

This Agreement shall be construed in accordance with the laws of the State of Florida.

ARTICLE 19

19. **INDEMNIFICATION**

The Consultant shall indemnify, defend, save and hold harmless the City, its officers, employees and agents from any and all losses, claims, damages, liabilities and expenses, direct, indirect or consequential, due to any claim arising from or out of the contract work.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

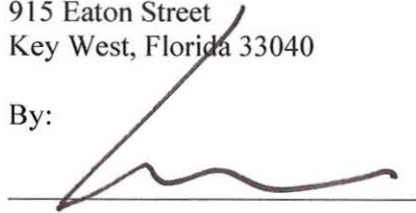
Consultant:

City:

William P. Horn
915 Eaton Street
Key West, Florida 33040

City of Marathon
9805 Overseas Highway
Marathon, Florida 33050

By:



By:



William P. Horn
Title:

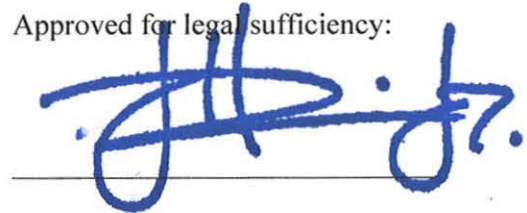
Roger T. Hernstadt
City Manager

Attest:



Diane Clavier
City Clerk

Approved for legal sufficiency:



John R. Herin, Jr., Esq.
City Attorney

Exhibit A
Scope of Services

The project fire station will be approximately 5,000 square feet on a site of approximately 1/3 acre adjacent (to the east) to a wastewater treatment plant. Staffing is planned for six (6) fire personnel and two (2) pieces of fire equipment.

The Professional Services shall include and be broken down into the following phases of service:

Phase I: Pre-Design Analysis utilizing a variety of construction methodology such as but not limited to, concrete block construction, prefabricated construction, tilt up construction, metal construction, staged construction, put in place modular, etc. (including associated MEP engineering)

Pre-Design Analysis: The Consultant shall consult with the City regarding the City's requirements for the fire station and budget, review available data, and site evaluation including ingress/egress. Consultant shall prepare a report containing the gross building square footage, a conceptual description including functions and size for each room, preliminary layout and a conceptual construction estimate utilizing the above referenced criteria (the "Pre-Design Report").

Notice to Proceed for Phase I shall be issued upon signing of agreement

Phase II: Construction documents and specifications for bid and permits.

- a. Types of construction with ratings that meet applicable City Code including wind gusts from 155mph
- b. Design and sketches, general floor plans and site layout, and additional renderings, showing the scale and relationship of Project components
- c. Written description of the Project
- d. Bidding construction drawings. Outline of technical specifications (including associated MEP engineering)
- f. Estimated Construction Cost
- g. Estimated costs to further harden the structure or portion thereof and associated costs

Notice to Proceed for Phase II shall be issued upon City Manager approval

Phase III: Bidding and bid analysis

Notice to Proceed for Phase III shall be issued upon City Manager approval

Phase IV: Construction Administration

Notice to Proceed for Phase IV shall be issued upon City Manager approval