

COUNCIL AGENDA STATEMENT



Meeting Date: August 11, 2020  
To: Honorable Mayor and City Council  
From: Carlos A. Solis, P.E., Director of Public Works  
Through: Chuck Lindsey, City Manager

Agenda Item: **Resolution 2020-49**, Approving The Professional Service Agreement Between The City And Cardno, Inc. For Preparing Plans And Specifications For The Repair Of Three Bridges, Coco Plum Bridge, 116<sup>th</sup> Street Bridge, And 112<sup>th</sup> Street In An Amount Not To Exceed \$92,803.00; Authorizing The City Manager To Execute The Contract And Expend Funds On Behalf Of The City; And Providing For An Effective Date.

BACKGROUND & JUSTIFICATION:

The City is responsible for the maintenance of various bridges throughout the City. These bridges were all built in the early 1960s. FDOT provides regular inspections on the bridges every two years, and deficiencies on these bridges have been documented. Cardno is one of the firms selected in our continuous service contract, with staff well suited for this type of work, and will begin the process for the required repairs to these bridges. The repairs have been budgeted in the upcoming 2020/2021 fiscal year.

CONSISTENCY CHECKLIST:

	Yes	No
1. Comprehensive Plan	_____	_____
2. Other _____	_____	_____
3. Not applicable _____		

FISCAL NOTE:

The adopted FY20 Street Maintenance Fund budget includes \$200,000, and the proposed FY21 budget includes \$415,996 of appropriations for bridge repairs.

RECOMMENDATION: Approval of Resolution

Sponsored by: Lindsey

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2020-49**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING THE PROFESSIONAL SERVICE AGREEMENT BETWEEN THE CITY AND CARDNO, INC. FOR PREPARING PLANS AND SPECIFICATIONS FOR THE REPAIR OF THREE BRIDGES, COCO PLUM BRIDGE, 116<sup>TH</sup> STREET BRIDGE, AND 112<sup>TH</sup> STREET IN AN AMOUNT NOT TO EXCEED \$92,803.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND EXPEND FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Resolution 2020-22 adopted on March 10, 2020 by the City Council of the City of Marathon, Florida (the “City”), which approved a professional services agreement with Cardno, Inc. (“Cardno”) for professional Engineering Disciplines (the “Professional Services Agreement”); and

**WHEREAS**, the City wishes to approve a Work Authorization for the preparation of Plans And Specifications For The Repair Of Three Bridges, Coco Plum Bridge, 116<sup>th</sup> Street Bridge, And 112<sup>th</sup> Street in an amount not to exceed \$92,803.00 as described as Exhibit A attached hereto.

**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 are incorporated herein by this reference.

**Section 2.** The City Manager is authorized to execute the work authorization between the City and Cardno, in substantially the same form and format as attached hereto as Exhibit “A,” on behalf of the City and expend budgeted funds.

**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 10<sup>TH</sup> DAY OF AUGUST 11, 2020.**

**THE CITY OF MARATHON, FLORIDA**

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**Steven Cook, Mayor**

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

**ATTEST:**

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Diane Clavier, City Clerk

(City Seal)

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

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City Attorney

**EXHIBIT "A"**  
**PROJECT SPECIFIC AGREEMENT**

**CITY OF MARATHON**

**MISCELLANEOUS BRIDGE REPAIRS**

**for**

**COCO PLUM DRIVE, 112<sup>TH</sup> STREET  
AND 116<sup>TH</sup> STREET**

**PROJECT SPECIFIC AGREEMENT**  
**Between**  
**THE CITY OF MARATHON, FLORIDA**  
**And**  
**D.D.A.I., a Subsidiary of CARDNO**  
**For**  
**CITY OF MARATHON, MISCELLANEOUS BRIDGE REAPIRS**

Pursuant to the provisions contained in the “Continuing Services Agreement” between the City of Marathon, Florida (the “City”) and D.D.A.I., a Subsidiary of CARDNO, (the “Consultant”) dated March 10, 2020 this Project Specific Agreement authorizes the Consultant to provide the services as set forth below:

**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” included in 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 included in Exhibit “1”.

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**

2.1 As part of the Scope of Services and Project Schedule, the Consultant shall provide to the City the following Deliverables as included in Exhibit “2”.

**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 two years, 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 180 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 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: \$           N/A           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 **Compensation.** CITY agrees to pay CONSULTANT as compensation for performance of all services described in Exhibit "2" **\$59,805.00** plus reimbursable expenses not to exceed **\$2,870.00**. Total not to exceed amount for this Work Authorization is **\$62,675.00 (TASK 2,3 AND 4)**[ AND, "CITY AGREES TO PAY CONSULTANT COMPENSATION AT CONSULTANT'S HOURLY RATES, UP TO A MAXIMUM AMOUNT NOT TO EXCEED **\$32,998.00. (TASKS 1,5 AND 6).** FOR A MAXIMUM CONTRACT AMOUNT OF \$92,803.00.

4.2 **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 5. BILLING AND PAYMENTS TO THE CONSULTANT**

### 5.1 **Invoices**

5.1.1 **Hourly Not To Exceed Rate.** 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 personnel performing the work, the time worked and the total billing in accordance with the Payment Schedule set forth in Exhibit "3", to this Project Agreement. Invoices will show the total amount billed against this work authorization and shall not exceed the not-to-exceed amount without authorization from 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 for the design until the design is completed. Said retainage may be withheld at the sole discretion of the City Manager or his/her designee 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 subconsultant 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.

## **SECION 7. COMPLIANCE WITH LAW**

7.1 **COMPLIANCE WITH LAWS** – The parties shall comply with all applicable local, state and federal laws and guidelines relating to the services that are subject to this Agreement. Federal regulations apply to all of the City of Marathon contracts using Federal funds as a source for the solicitation of goods and services. The following Federal requirements apply to this Emergency Agreement:

7.2 **ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL:** The Contractor shall allow access by the grantee, subgrantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

7.3 **CLEAN AIR AND WATER ACTS:** The Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1386), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), (Contracts and/or subcontracts, and sub grants of amounts in excess of \$100,00.00).

7.4 **CONTRACT WORK HOURS AND SAFETY STANDARDS:** The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Constructions contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers.)

7.5 **COPELAND ANTI-KICKBACK ACT:** The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction repair).

7.6 **COPYRIGHTS:** The Grantee is free to copyright original work developed in the course of or under the agreement. FEMA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support, by granted

number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.

**7.7 DISADVANTAGED BUSINESS ENTERPRISES (DBE) CONTRACTORS:**

The contractor agrees to ensure that Disadvantage Business Enterprises as defined in 49 C.F.R. Part 23, as amended, have the maximum opportunity to participate in the performance of contracts and this agreement. In this regard, contractor shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 23, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federal assisted contracts.

**7.8 ENERGY POLICY AND CONSERVATION ACT:** The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

**7.9 EQUAL EMPLOYMENT OPPORTUNITY:** The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).

**7.10 REPORTING:**

**7.10.1 Reports Submission:** Per 44 CFR 13.50, when the appropriate grant award performance period expires, the Grantee shall submit the following documents within 90 days: (1) Financial performance or Progress Report; (2) Financial status Report (SF 269) or outlay Report and Request for Reimbursement for Construction Programs (SF-271) (as applicable); (3) Final request for payment (SF-270) (if applicable); (4) Invention disclosure (if applicable); and (5) Federally-owned property report.

**7.10.2 Reports Acceptance:** FEMA shall review the Grantee reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Grantee's and FEMA's records, and close grant in writing.

**7.11 RETENTION OF ALL RECORDS:** The Contractor is required to retain all records for three (3) years after grantees or subgrantees make final payments and all other pending matters are closed.

**7.12 BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)**— Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**SECTION 8 INCORPORATION OF TERMS AND CONDITIONS OF CONTINUING SERVICE AGREEMENT**

8.1 This Project Agreement incorporates the terms and conditions set forth in the Continuing Services Agreement dated **March 10, 2020** 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.

**PURSUANT TO F.S. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ANY NEGLIGENCE.**

**[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]**

## **SECTION 9 Term/Time of Performance**

9.1 This Project Specific Agreement shall be effective on the date it is fully executed by all parties and shall continue in full force for  X  year (s) or until completion of the Project, unless otherwise terminated pursuant to the Construction Management Services Agreement or other applicable provisions of this Project Specific Agreement. The City Engineer or Manager, in his sole discretion, may extend the term of this Project Specific Agreement through written notification to the Consultant. Such extension shall not exceed 180 days. No further extensions of this Project Specific Agreement shall be effective unless authorized by the City Engineer or Manager.

9.2 The Consultant's services under this Project Specific Agreement and the time frames applicable to this Project Specific 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 prior to the beginning the performance of services.

9.3 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.”

## **SECTION 10 Project Records**

10.1 All final plans, documents, reports, studies and other data prepared by the Consultant or a subconsultant will bear the endorsement of a person in the full employ of the Consultant or the subconsultant and duly registered in the appropriate professional category.

10.2 After the City's acceptance of final plans and documents, an electronic copy of the Consultant's or the sub consultant's drawings, tracings, plans and maps will be provided to the City at no additional cost to the City.

10.3 Upon completion of any construction by a contractor on a project assigned to Consultant, the Consultant shall furnish acceptable field verified "record drawings" of the work on full sized prints (and/or electronic data file if requested by the City). The Consultant shall signify, by affixing an appropriate endorsement on every sheet of the record sets that the work shown on the endorsed sheets was reviewed by the Consultant.

- 10.4 The Consultant shall not be liable for use by the City of said plans, documents, studies or other data for any purpose other than stated in the applicable Project Specific Agreement.
- 10.5 All tracings, documents, data, deliverables, records, plans, specifications, maps, surveys, field survey notes, and/or reports prepared or obtained under this Agreement shall be considered works made for hire and shall become the property of City, and reproducible copies shall be made available upon request to the City.
- 10.6 All project records shall be maintained by Consultant and made available upon request of the
- 10.7 City at all times for the duration of this Agreement and during the period stated by Florida Records Retention Schedules. During this time period the City Manager or designee have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement, including its financial records. The City may cancel this Agreement for refusal by the Consultant to allow access by the City Manager or designee to any records pertaining to work performed under this Agreement.

**SECTION 11 Ownership and Access to Public Records.**

- 11.1 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.
- 11.2 The Consultant is a “Contractor” as defined by Section 119.0701(1)(a), Florida Statutes, and shall comply with the public records provisions of Chapter 119, Florida Statutes, including the following:
1. Keep and maintain public records required by the City to perform the service.
  2. Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the City.
  4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the

contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

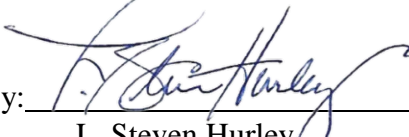
- 11.3 “Public Records” is defined in Section 119.011(12), Florida Statutes, and includes all documents, papers, letters, photographs, data processing software, or other material, regardless of physical form, made or received in connection with this Agreement.
- 11.4 Should the Consultant assert any exemption to the requirements of Chapter 119 and related law, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the Consultant.
- 11.5 The Consultant consents to the City’s enforcement of the Consultant’s Chapter 119 requirements by all legal means, including, but not limited to, a mandatory injunction, whereupon the Consultant shall pay all court costs and reasonable attorney’s fees incurred by the City.
- 11.6 The Consultant’s failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by the Consultant shall be grounds for immediate unilateral cancellation of this Agreement by the City.
- 11.7 **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-743-0033, [CITYCLERK@CI.MARATHON.FL.US](mailto:CITYCLERK@CI.MARATHON.FL.US), OR 9805 OVERSEAS HIGHWAY, MARATHON FLORIDA 33050.**

**PAYMENT UNDER THIS PROJECT SPECIFIC AGREEMENT SHALL ONLY BE MADE FROM APPROPRIATIONS BUDGETED ON AN ANNUAL BASIS.**

IN WITNESS WHEREOF, the parties have executed this instrument on this 31st day of July, 2020.

**CONSULTANT:**

**CITY:**

By:   
L. Steven Hurley  
Its: Branch Manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Diane Clavier, City Clerk

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

\_\_\_\_\_  
City Attorney

This agreement shall be executed on behalf of Consultant by its President or a Vice President. If executed by a person other than Consultant's President or a Vice President, then attach evidence of that person's actual authority to bind Consultant to this agreement.

**EXHIBIT “1”**  
**PROJECT DESCRIPTION**

**1.0 PROJECT OBJECTIVE (COCO PLUM DRIVE)**

The City of Marathon (“CITY”) wishes engage Cardno (“CONSULTANT”) in professional engineering services to address bridge maintenance repairs to Br. No. 904540 carrying Coco Plum Drive over Bonefish Bay. The purpose of this proposal is to develop plan details and specifications to address the necessary repairs and restore capacity lost due to deterioration. The repairs that will be included are as identified in the FDOT Bridge Inspection Report dated March 31<sup>st</sup>, 2020 and as otherwise determined during the CONSULTANT’S quantity and repair limit inspection.

**1.0A PROJECT OBJECTIVE (112<sup>th</sup> Street and 116<sup>th</sup> Street)**

The City of Marathon (“CITY”) wishes engage Cardno (“CONSULTANT”) in professional engineering services to address bridge maintenance repairs to Br. No. 904510 carrying 112<sup>th</sup> Street over Caloosa Channel and Br. No. 904512 carrying 116<sup>th</sup> Street over Venice Waterway. The purpose of this proposal is to develop plan details and specifications to address the necessary repairs. The repairs that will be included are as identified in the FDOT Bridge Inspection Reports dated February 27<sup>th</sup>, 2020 and as otherwise determined during the CONSULTANT’S quantity and repair limit inspection.



**EXHIBIT “2”**  
**SCOPE OF SERVICES AND PROJECT SCHEDULE**

EXHIBIT A

Date: July 31, 2020

**SCOPE OF SERVICES**

The Consultant shall provide engineering services for Utility design for the City for the Project(s) as described in the “Project Description” attached as Exhibit “1”.

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”.

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 Engineering Services Agreement, prior to any deviation from the terms of this Project Specific Agreement, including the initiation of any extra work.

**For Miscellaneous Bridge Repairs (Coco Plum, 112<sup>th</sup> Street and 116<sup>th</sup> Street)**

The Consultant shall provide and perform the following services, which shall constitute the General Scope of the Basic Services under the covenants, terms, and provisions of this Service Provider Agreement.

Certain assumptions have been made in developing the scope for services and related fees. To the extent reasonably possible, they are stated. If changes to the project result in changes in the level of effort presented in this scope of services, the scope of services and related fee will be revised by mutual agreement.

**GENERAL UNDERSTANDING**

- **Scope:**
  1. DDAI to perform on-site observations of existing conditions
  1. DDAI to design Plans and Specifications for repairs
  2. DDAI to prepare and submit appropriate Agency permits (if required)

- **City to Provide:**
  1. Existing Bridge As-Builts
  2. Current Bridge Reports
  3. Application fees for Agency Permitting

## **SECTION 1**

### **2.0 PROJECT SCOPE OF WORK**

This Scope of Services includes the following tasks.

#### **Task 1: Environmental Permitting**

The CONSULTANT will perform environmental permitting efforts that include and exemption request to the Florida Department of Environmental Protection (FDEP) and a U.S. Army Corps of Engineers (USACE) Nationwide Permit 3 for Maintenance. The following tasks are anticipated for the support of this work effort.

- Environmental Narrative in support of Exemption Request to FDEP
- Environmental Narrative in support of USACE Nationwide Permit 3 - Maintenance
- Respond to FDEP/USACE RAI

#### **Task 2: Quantity and Repair Limit Inspection**

The CONSULTANT will perform a field inspection of the bridge to verify the findings in the FDOT Bridge Inspection Reports, identify specific repair locations and types for the development of repair plans, and measure repair limits for quantity calculations. Repair limits will be determined with a combination of a visual inspection and hammer sounding.

#### **Task 3: Repair Plans**

The CONSULTANT will prepare design plans and specifications to address the necessary repairs in the bridges as well as restore as much capacity lost due to deterioration as practical. The bridge repair plans will include a plan layout of the bridge identifying the repair locations, details for the types of repairs, general notes, a load rating summary, and estimated quantities. Additional tasks include the development of specifications and the preparation of a construction cost estimate.

It is assumed that the plans will utilize photographs, existing plans, aerial imagery, and CAD sketches to identify and locate limits of repairs. CAD generation of each bridge's full geometry in plan and elevation, topography, and utility mapping is NOT included.

**Task 4: Bridge Load Rating (Coco Plum Drive ONLY)**

The CONSULTANT will perform an as-built load rating in accordance with the FDOT Bridge Load Rating Manual. The as-built load rating will incorporate the capacity improvements detailed in the design plans.

**Task 5: Bid Services**

The CONSULTANT will perform the following bid services efforts under this task.

- Assist the CITY with the preparation of bid documents as requested.
- Attend pre-bid meeting conference call.
- Provide responses to bid questions.
- Analyze bid results and provide written bid review that evaluates the significant variations in pricing and identifies anomalies or inconsistencies.

**Task 6: Construction Services**

The Consultant shall review shop drawings, respond to RFI's, and provide a construction inspector for up to 24 hours for site visits to inspect key components/processes during construction and/or to provide clarification on construction details.

At the completion of construction, the Consultant shall inspect the repairs of each bridge and prepare a written letter verifying that the repairs meet the project specifications and plans.

**3.0 SERVICES NOT PROVIDED**

The following list of services are not anticipated to be necessary and are not included in the scope of work.

- Licensed survey and SUE services
- Geotechnical investigations
- Utility coordination
- Bid package preparation

**4.0 SERVICES PROVIDED BY THE CITY**

The CITY agrees to provide the following:

- Permission to access and inspect the bridges
- Copies inspection and rating reports, if available
- Copies of construction or rehabilitation plans, if available

**5.0 ADDITIONAL SERVICES**

The ENGINEER will provide additional services whenever requested in writing by the CITY based on a negotiated lump sum or not-to-exceed allowance.

**6.0 DELIVERABLES**

The Consultant shall provide a draft set of bridge repair plans, load rating, cost estimate, and special provisions for the CITY’s review and comment. Upon resolution of all comments, a final signed and sealed set of plans and load rating will be provided along with an updated final cost estimate and special provisions. Each submittal will be provided as an electronic transmittal with hard copies provided as requested.

**7.0 PROJECT SCHEDULE**

The scope of services identified above meet the following schedule. Durations are measured from the date of notice to proceed unless otherwise noted.

- Quantity and Repair Limit Inspection 30 days
- Draft Submittal 90 days
- Final Submittal and Permit Application 20 days after  
resolution of comments  
Submittal

**NOTE: SEE ATTACHMENT A FOR RATES/FEEES. HOURY FEES BASED ON PREVIOUSLY APPROVED RATE SCHEDULE.**

**ACTIVITIES/SALARIES FEE COMPUTATIONS**

**Bridge Maintenance Repairs - Coco Plum Drive, 112th Street, 116th Street**



**Attachment A (July 31, 2020)**

ACTIVITY	Project Manager 3	Chief Engineer 1	Engineer 2	Engineer 1	Engineer Intern	Senior Engineering Technician	Senior Environmental Specialist	Environmental Specialist	Activity Fee	Staffhours by Task	Average Rate	Total/Subtotal
	\$221.00	\$216.00	\$161.00	\$124.00	\$92.00	\$106.00	\$133.00	\$92.00				
<b>Task 1: Environmental Permitting</b>												\$ 10,700.00
Environmental Permitting for 2 Bridges	4						24	72	\$ 10,700.00	100	\$ 107.00	
<b>Task 2: Quantity and Repair Limit Inspection</b>												\$ 14,502.00
Field Preparation			3						\$ 483.00	3	\$ 161.00	
Inspection	9		36	36					\$ 12,249.00	81	\$ 151.22	
Expenses									\$ 1,770.00			
<b>Task 3: Repair Plans</b>												\$ 39,871.00
Develop Repair Types			10	10					\$ 2,850.00	20	\$ 142.50	
Prepare Quantities & Estimate			2	6	12				\$ 2,170.00	20	\$ 108.50	
Special Provisions			8	2					\$ 1,536.00	10	\$ 153.60	
Design Plans	8		16	36	28	64			\$ 18,168.00	152	\$ 119.53	
QC for Draft Submission	4	3	3	6					\$ 2,759.00	16	\$ 172.44	
Respond to Comments	3		6						\$ 1,629.00	9	\$ 181.00	
Incorporate Comment Revisions	4		12	24	24				\$ 8,000.00	64	\$ 125.00	
QC for Final Submission	4	3	3	6					\$ 2,759.00	16	\$ 172.44	
<b>Task 4: Bridge Load Rating (COCO PLUM ONLY)</b>												\$ 5,432.00
Beam Calculations			2	16	6				\$ 2,858.00	24	\$ 119.08	
Report			4	8	4				\$ 2,004.00	16	\$ 125.25	
QC Review		1	2	2					\$ 570.00	5	\$ 114.00	
<b>Task 5: Bid Services</b>												\$ 5,190.00
Bid Document Coordination	2		8						\$ 1,730.00	10	\$ 173.00	
Pre-Bid Meeting	2		2						\$ 764.00	4	-	
Respond to Bidder Questions			6						\$ 966.00	6	\$ 161.00	
Bid Analysis & Review	2		8						\$ 1,730.00	10	-	
<b>Task 6: Construction Services</b>												\$ 17,108.00
Shop Drawings & RFI's				12	24				\$ 3,696.00	36	\$ 102.67	
Construction Site Visits	6		24						\$ 5,190.00	30	\$ 173.00	
Final Construction Verification	6		36						\$ 7,122.00	42	\$ 169.57	
Expenses									\$ 1,100.00			
<b>Staffhour Summary</b>	54	7	191	164	98	64	24	72	\$ 89,933.00	674	\$ 133.43	\$ 89,933.00
<b>Expense Summary</b>												\$ 2,870.00
<b>CONTRACT MAXIMUM</b>												\$ 92,803.00