



COUNCIL AGENDA STATEMENT

Meeting Date: January 10, 2023  
To: Honorable Mayor and City Council  
From: Carlos A. Solis, P.E., Director of Public Works  
Through: George Garrett, City Manager

Agenda Item: **Resolution 2023-06**, Approving The Professional Service Agreement Between The City And Bermello Ajamil & Partners, Inc. For Civil Engineering Design Services Associated With The Re-Development of the Quay Property In An Amount Not To Exceed \$99,910.00; Authorizing The City Manager To Execute The Contract And Expend Funds On Behalf Of The City; And Providing For An Effective Date.

BACKGROUND & JUSTIFICATION:

In October of 2018, the City purchased the Quay property, which encompassed the area where the old restaurant sat, plus areas that were used by locals for boat ramp parking. Since then, the City has developed the parking area for boat trailers and is now ready to proceed with the Re-Development of the remainder of the property. The project will consist of providing for vehicle parking, creating a usable park area with pavilions, stations for food trucks and other amenities as determined during public meetings to gather input from the public. The proposal attached to this agenda statement provides for full Civil Engineering services for the development of the site.

CONSISTENCY CHECKLIST:

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

FISCAL NOTE:

The Adopted FY23 Capital Infrastructure Budget includes appropriations of \$1,762,000 for the Quay redevelopment project.

RECOMMENDATION: Approval of Resolution

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2023-06**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, , APPROVING THE PROFESSIONAL SERVICE AGREEMENT BETWEEN THE CITY AND BERMELLO AJAMIL & PARTNERS, INC. FOR CIVIL ENGINEERING DESIGN SERVICES ASSOCIATED WITH THE RE-DEVELOPMENT OF THE QUAY PROPERTY IN AN AMOUNT NOT TO EXCEED \$99,910.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND EXPEND FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, in October of 2018, the City purchased the Quay property, since then, the City has developed the parking area for boat trailers and is now ready to proceed with the Re-Development of the remainder of the property; and

**WHEREAS**, the project will consist of providing for vehicle parking, creating a usable park area with pavilions, stations for food trucks and other amenities as determined during public meetings to gather input from the public; and

**WHEREAS**, the City will be working with Bermello, Ajamil and Partners, a Continuing Services Contractor to complete the project; and

**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 hereby authorizes the approval of a Project Specific Agreement between the City of Marathon and the Bermello, Ajamil and Partners 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 execute the Agreement and expend funds 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 10<sup>th</sup> DAY OF JANUARY, 2023**

**THE CITY OF MARATHON, FLORIDA**

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**Mayor Luis Gonzalez**

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

**ATTEST:**

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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:**

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Steven Williams, City Attorney

## EXHIBIT A

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

**PROFESSIONAL ENGINEERING SERVICES**

**FOR**

**The Quay Property Re-Development Project**

**PROJECT SPECIFIC AGREEMENT**  
**Between**  
**THE CITY OF MARATHON, FLORIDA**  
**And**  
**Bernallo Ajamil & Partners, Inc.**  
**For**  
**PROFESSIONAL ENGINEERING SERVICES**  
**FOR**  
**THE QUAY PROPERTY RE-DEVELOPMENT PROJECT**

Pursuant to the provisions contained in the “Continuing Services Agreement” between the City of Marathon, Florida (the “City”) and Bernallo Ajamil & Partners, Inc., (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 “1”.

**SECTION 3. TIME OF PERFORMANCE/DAMAGE**

3.1 **Commencement.** The CONSULTANT’S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided this agreement. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the execution of the agreement by all parties.

3.2 **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," as noted 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.

3.3 **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.

3.4 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 "1" **\$99,410.00** plus reimbursable expenses not to exceed **\$500**. Total not to exceed amount for this Work Authorization is **\$99,910.00**[OR, IF HOURLY, "CITY AGREES TO PAY CONSULTANT COMPENSATION AT CONSULTANT'S HOURLY RATES, UP TO A MAXIMUM AMOUNT NOT TO EXCEED \$\_\_\_\_\_.

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. N/A

#### **SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT**

##### **5.1 Invoices**

5.1.1 **Monthly Billing.** 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 work performed during the period. 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.** N/A

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.

## **SECTION 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 **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.

## **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 One 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 subconsultant’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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CONSULTANT:**

**CITY:**

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

By: \_\_\_\_\_  
George Garrett, City Manager

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:**

\_\_\_\_\_  
Steven T. Williams, 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



ARCHITECTURE  
ENGINEERING  
PLANNING  
LANDSCAPE ARCHITECTURE  
INTERIOR DESIGN  
CONSTRUCTION SERVICES

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December 21, 2022

## SCOPE OF SERVICES City of Marathon, Florida The Quay Park Improvements

Bermello Ajamil & Partners, Inc. (BA) is pleased to provide this Scope and Fee to the City of Marathon (City) for professional design services for The Quay Park Improvements project. All services shall be provided per Resolution Number 2020-22 Continuing Engineering Services Agreement, dated June 2, 2020.

### **PART I - PROJECT BACKGROUND AND DESCRIPTION:**

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The project is the development of an approximate 2.0 acre park and public amenity/gathering space at The Quay Park located in the City of Marathon, Florida along the north side of the Overseas Highway (US 1) near Mile Marker 53.5, just southwest of the intersection of Coco Plum Drive and Overseas Highway. Prior to Hurricane Wilma in 2005, The Quay Park was considered a long-time special occasion location highlighted with a restaurant, retail area and recreational features at a site offering beautiful views of the Florida Gulf. Post Hurricane Wilma, from 2005 to 2018, the site was abandoned. In 2018, the City purchased the property and took the necessary steps to start the rehabilitation/revitalization process to transform and improve the property into a public amenity. There are two main goals of the project: first is to reduce the flooding hazards presented due to sea level rise, high tides, and wave action during storm events; and, second, to redevelop the property with functional recreational features to bring the area back to life prior to damage caused by Hurricane Wilma. In 2021, the City conducted a series of public meetings in which concept plans were presented to the public. A preliminary plan was approved by residents, see Preliminary Plan Figure 1 below, which the City would now like to develop further through refinements of the plan and preparation of construction drawings.

The City has requested this proposal from BA to perform professional design and permitting services for the upland improvements depicted in the Preliminary Plan, Figure 1. The City has requested BA to refine the plan, prepare and maintain a project design schedule, prepare for and participate in City and public meetings, perform cost estimating, prepare detailed construction drawings, details and technical specifications, and prepare, submit and track regulatory permit applications to agencies having jurisdiction as further described below in the Scope of Work. The City has requested BA to provide professional design services and permitting, as needed, for the following elements:

- Two (2) vehicle driveway connections to the Overseas Highway (one in and one out).
- Site improvements for food truck vehicle staging area with potable water connections
- Site lighting
- Stormwater drainage and retention design
- Cost estimating
- Structural calculations for picnic shelters

Professional services included in this scope are civil engineering, MEP (electrical engineering, plumbing engineering) and structural engineering, demolition, paving, grading and drainage, utility, signage and pavement markings, horizontal layout and dimensioning, pollution prevention, site electrical, site plumbing, structural engineering, details and specifications.

BA shall not be responsible for marine engineering or design of any kind including but not limited to boardwalk design or repair, revetments, boulder shoring, sea walls, boat dock, canoe/kayak launch. Furthermore, BA shall not be



responsible for the restrooms aside from providing water, sewer and electrical connections to within 5'-0" of the building.



FIGURE 1 - PRELIMINARY PLAN PROVIDED BY THE CITY

Assisting BA (Civil Engineering and Landscape Architecture) with these professional design services shall be the following firms:

- Serge Mastakov                      Structural Engineering
- Delta G                                  Electrical and Plumbing Engineering
- The Bosch Group                      Cost Estimating

## PART II - SCOPE OF WORK

### TASK 1.0 – PROJECT INITIATION

- 1.1 Design Intent Kick-Off Meeting** – BA shall attend one (1) meeting with City representatives to develop a shared vision for the project. The meeting shall be used to agree on the project schedule, timing and content of meetings, record keeping standards, and communications with the City, distribution procedures, meeting dates, public City Commission notification and preliminary and final submissions. BA shall prepare and distribute minutes of the kick-off meeting.
- 1.2 Site Visit, Inventory, Analysis and Assessment** – BA shall visit the site one (1) time with City representatives to discuss and observe key issues, opportunities or constraints. While on site, BA shall inventory surveyed trees. Survey shall be prepared and provided by the City. BA shall prepare and distribute a summary of observations and directions received.
- 1.3 Schedule** – BA shall prepare a project schedule that correlates to the tasks detailed in this scope.
- 1.4 Regulatory Development Requirements** – BA shall review appropriate City land development regulations (LDR's) and provide one (1) consolidated list of development limitations that affect the proposed improvements.

*Deliverables for Task 1.0 Project Initiation – As a result of this task, BA shall deliver the following to the City:*

- One (1) 8 ½" X 11" black and white PDF of minutes of Design Intent / Kick-Off Meeting
- One (1) 8 ½" X 11" black and white PDF of Site Visit, Inventory, Analysis and Assessment summary
- One (1) 11' X 17" color PDF of the Design Phase Schedule

## **TASK 2.0 – DESIGN DEVELOPMENT**

BA shall prepare calculations and site plans for water quality improvements to existing drainage infrastructure at new parking lot and recreational areas, paving and grading, utility drawings for potable water and fire protection for the new vendor areas, and other professional services as needed.

### **Deliverables:**

B&A shall submit two (2) bound paper copies, and one (1) electronic version in PDF to the City of Marathon for approval at 30%, 60% and 100% phases. The City of Marathon shall provide B&A consolidated written comments within two (2) weeks after the submittal packages are received. B&A shall incorporate the City of Marathon's consolidated comments into the 100% documents.

## **TASK 3.0 – 30% CONSTRUCTION DRAWINGS**

- 3.1 30% CD City Coordination Meetings** – Throughout the duration of the 30% CD's Task, BA shall participate in two (2) virtual meetings with the City to discuss project design and coordination items such as improvements, construction costs, construction logistics, permitting and schedule. BA shall prepare and distribute minutes of the coordination meetings.
- 3.2 30% CD's** – Based on the approved Final Conceptual Illustrative Plan, BA shall prepare 30% CD's. These documents shall further refine and articulate the project elements established in the approved by the City. This shall include civil engineering plans and details, site electrical plans and details, site plumbing design and details, structural engineering plans and details.
- 3.3 Schedule** – BA shall prepare an updated project schedule that correlates to the tasks detailed in this scope.

- 3.4 30% CD Review Meeting** – BA shall attend one (1) virtual meeting to discuss the 30% construction drawings with the City. The City shall provide BA one (1) consolidated list of comments or changes. Minor revisions shall be incorporated into the documents during the next phase of work. Major changes that represent a significant departure from the original design program shall be provided as an additional service.

*Deliverables for Task 3.0 30% Construction Drawings – As a result of this task, BA shall deliver the following to the City:*

- One (1) 24" X 36" black and white PDF of 30% Construction Drawings
- One (1) 11" X 17" black and white PDF of updated Project Schedule
- One (1) 8 ½" X 11" black and white PDF of 30% CD's City Review Meeting Minutes
- One (1) 8 ½" X 11" black and white PDF of Written Responses to received 30% CD Comments

## **TASK 4.0 – 60% CONSTRUCTION DOCUMENTS (CD's)**

- 4.1 60% CD Coordination Meetings** – Throughout the duration of the 60% CD Task, BA shall participate in three (3) virtual meetings to discuss project design and coordination items such as program elements, alignment of features, construction costs, construction logistics, permitting and schedule. BA shall prepare and distribute minutes of the coordination meetings.

- 4.2 60% Construction Drawings** – Based on the approved 30% CD's and agreed to comment resolutions, BA shall prepare 60% construction drawings including civil engineering plans and details, site electrical plans and details, site plumbing design and details, structural engineering plans and details. Drawings shall include elevations and sections necessary to communicate the design intent and construction materials.

- 4.3 Technical Specifications** – BA shall prepare applicable technical specifications in CSI MasterSpec Division 00 through Division 33 sections format.

- 4.4 Schedule** – BA shall prepare an updated project schedule with the 60% CD submittal that correlates to the tasks detailed in this scope.

- 4.5 60% Construction Drawings Review Meeting** – BA shall participate in one (1) review meeting with the City to discuss their comments on the 60% CD's. The City shall provide one (1) consolidated list of comments or set of marked up drawings. Minor revisions shall be incorporated into the drawings during the next phase of work. Major changes that represent a significant departure from the original design objectives shall be provided as an additional service for an agreed to fee. BA shall prepare and distribute meeting minutes.

- 4.6 Written Responses to 60% CD's Comments** – BA shall provide the City written response to received 60% CD comments. The intent being to document and describe the agreed to course of action. That is, how comments shall be addressed and incorporated into the 100% CD's.

*Deliverables for Task 4.0 60% Construction Documents – As a result of this task, BA shall deliver the following to the City:*

- One (1) 24" X 36" black and white PDF of 60% Construction Drawings
- One (1) 8 ½" X 11" black and white PDF of Technical Specifications
- One (1) 8 ½" X 11" black and white PDF of 60% CD's Opinion of Probable Cost
- One (1) 11" X 17" black and white PDF of updated Project Schedule

## **TASK 5.0 – REGULATORY PERMITTING**

- 5.1 Regulatory Permitting** – BA shall prepare and submit the following regulatory permit applications including:

- City of Marathon Stormwater Permit
- NPDES - Surface Water Pollution Prevention Plan
- City of Marathon – Sewer
- City of Marathon – Water
- Florida Fish and Wildlife CCCL Permitting per Chapter 62B-33 F.A.C.

**5.2 Regulatory Permit Resubmittals** – BA shall respond to Agency comments as required. BA shall also track and coordinate with the appropriate Agencies to minimize potential problems that might prohibit permits from being issued in a timely manner. Any changes required for issuance of a regulatory permit shall be incorporated into the drawings and be included in the 100% Construction drawings.

## **TASK 6.0 – 100% CONSTRUCTION DOCUMENTS (CD's)**

- 6.1 100% CD's Coordination Meetings** – Throughout the development of the 100% CD Task, BA shall participate in (4) virtual meetings with the City to discuss project design and coordination items such as alignment of elements, construction costs, construction logistics, permitting and schedule. BA shall prepare and distribute minutes of the coordination meetings.
- 6.2 100% Construction Drawings** – Based on the approved final 60% CD's and comment received during the Regulatory Permitting Process, BA shall prepare 100% construction drawings including civil engineering plans and details, site electrical plans and details, site plumbing design and details, structural engineering plans and details. Drawings shall include elevations and sections necessary to communicate the design intent and construction materials.
- 6.3 100% Technical Specifications** – BA shall prepare full length MasterSpec format technical specifications of applicable Division 00 through Division 33 sections for the proposed improvements.
- 6.4 100% Construction Drawings Review Meeting** – BA shall participate in one (1) review meeting with the City to discuss their comments on the 100% CD's. The City shall provide BA one (1) consolidated list of comments or set of marked up drawings. Minor revisions shall be incorporated into the final drawings. Major changes that represent a significant departure from the original design objectives shall be provided as an additional service for an agreed to fee. BA shall prepare and distribute meeting minutes.
- 6.5 100% CD Comment Responses** – BA shall provide the City written response to received 100% CD comments. The intent being to document and describe the agreed to course of action. That is, how comments shall be addressed and incorporated into the Bidding Documents.
- 6.6 Final Drawings and Technical Specifications** – BA shall address final 100% CD comments and issue final construction drawings and technical specifications.

*Deliverables for Task 6.0 100% Construction Documents – As a result of this task, BA shall deliver the following to the City:*

- *One (1) 24" X 36" black and white PDF of 100% Construction Drawings and technical specifications*
- *One (1) 11" X 17" black and white PDF of updated Project Schedule*
- *One (1) 8 ½" X 11" black and white PDF of Written Responses to received 100% CD Comments*

### **.3 Electrical**

BA shall contract the sub-consultant services for an electrical company to prepare photometric lay-out for parking area and park, coordinate services with FPL, locate electrical vehicle charging stations, load calculations and riser.

#### **Deliverables:**

Photometric drawings of all areas, including height of the fixtures.

### **2.4 Structural**

BA shall coordinate with the City of Marathon for desired signage in the project area to be in compliance with the City wayfinding and signate requirements.

#### **Deliverables:**

.Structural drawings and calculations, as needed

### **2.5 Cost estimates**

BA will also provide preliminary/budget Opinion of Probable Construction Costs at the different design phases. Cost estimate submittal shall represent the total cost of construction, including temporary requirements, general requirements, contractor fees, bonds and insurances and adjustments for escalation and current market conditions.

#### **Deliverable**

BA will submit Opinion of Probable Construction Costs reports at each design phase at 30%, 60%, and 100%.

### **2.6 Permitting**

Upon 60% design completion, BA shall prepare and submit permit packages for the City of Marathon Building Department for review and comments to be incorporated into the 100 percent documents, as needed.

#### **Deliverable**

BA shall coordinate with the City of Marathon for all permit approvals as needed, including meetings, submittals, and Request for Additional Information (RAI).

## **Phase 3: Bidding support and Construction Administration**

Under this task BA will assist the City of Marathon in preparing a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the City's procurement process, to select one or more qualified and licensed contractors to complete construction of the improved stormwater infrastructure.

#### **Documentation:**

BA will assist the City in the bidding process including: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

## **Phase 4: Construction**

The City shall select a qualified contractor. to execute the work per the approved plans and specifications. Work may include concrete crack and spall repairs, seawall cap extensions, or placing of additional revetment stone, over-sheeting

of existing seawall structures, installation of a new engineering revetment, and installation of a new pile-supported boardwalk. All construction activities will abide by local, state, and federal design standards and permit requirements.

**PART III - COMPENSATION**

**Tasks 1.0 through 6.0** – The BA shall bill the City a lump sum fee basis for Tasks 1.0 through 6.0:

<b>Task #</b>	<b>Description</b>	<b>BA Fees</b>
1	Project initiation	\$ 5,440
2	Design development	\$ 5,440
3	30% construction drawings	\$17,720
4	60% construction documents	\$19,320
5	Regulatory permitting	\$10,520
6	100% Construction drawings	\$16,270
7	SUBCONSULTANTS	
	Structural	\$ 8,000
	Electrical	\$ 8,700
	Cost estimates	\$8,000
	Reimbursable expenses	\$ 500
	<b>TOTAL FEES- LUMP SUM</b>	<b>\$99,910</b>

Reimbursable expenses shall be billed in addition to the fee listed above and billed at actual costs and include, but not be limited to, photocopies and printing, postage and shipping, long distance telephone, faxes and all travel related expenses. Expenses and trips associated with travel to the project site shall be billed as reimbursable expenses.

## **PART IV – SERVICES NOT INCLUDED**

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The following services are not included in this Scope and shall be provided by BA as an additional service for an agreed to fee:

1. Construction Administration Services including but not limited to submittal review, shop drawing review, request for information (RFI) review or responses, contractor pay application review, substitution review, site visits, walkthroughs and preparation of punch lists.
2. Building department permitting including but not limited to preparation of signed and sealed drawings or comment responses
3. Design and permitting of a restroom
4. Low voltage design and engineering including but not limited to access control, audio visual systems, CCTV and Wi-Fi
5. Professional marine engineering services including boardwalks, revetments or shoring
6. Survey Services
7. Tree Survey
8. Existing utility locates and preparation of existing utility base plan
9. Geotechnical sampling, testing and reporting (Soils Report)
10. Grease trap design and permitting
11. City of Marathon Site Plan Approval submission and approval process
12. Revit or BIM Models/Services
13. 3D renderings, sketch up models or videos
14. Material Testing (concrete cylinders shall be by the contractor)
15. Traffic studies or traffic signal design
16. Quantity or area take-offs
17. Preparation of Schedule of Values
18. Value engineering; value engineering to align program with budget
19. Add alternate designs
20. Deduct alternate designs
21. Zoning variance application process
22. Right-of-way vacation process
23. Land-use changes
24. Special use permitting
25. Expert testimony
26. Permit, application and impact fees of any kind
27. Environmental engineering including hazardous materials, wetland and protected species permitting
28. Contaminated soil testing and reporting
29. Design and or permitting related to contaminated soils
30. Preparation of a dewatering plan or engineering control plans
31. Preparation of a maintenance of traffic (MOT) plans
32. Green building design or tracking
33. Green building certification or specialization
34. Custom furniture or picnic pavilion design
35. Site or building generator design and specifications
36. Specialty engineering including but is not limited to, concrete tilt wall panels, heavy timber framing and connections, wood trusses; light gauge steel trusses; steel joists and girders, windows, doors and their attachments; light gauge framing, precast concrete members; aluminum framed items, fabric structures, fencing, site furniture, shade canopies, pedestrian/parking/sports lighting pole foundations etc. Specialty engineering shall be the responsibility of the contractor and/or their subs/vendors which are delegated and typically provided by the manufacturer's specialty engineer.
37. Footing/foundation design for vertical off the shelf elements and components including but not limited to fence posts, gate posts, pedestrian light poles, shade sails and picnic pavilion
38. Signage and signage foundation design
39. Aquatic engineering
40. Splash pad/interactive water feature design
41. Light house design, repair or specifications.
42. Boardwalk design
43. Below water inspection of existing infrastructure conditions
44. Structural assessment
45. Reoccurring (weekly, bi-weekly, monthly) design/coordination meetings
46. Professional architectural design services
47. Preparation of project manual.