



CITY COUNCIL AGENDA ITEM

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REQUESTED COUNCIL MEETING DATE ~~5/23/06~~ *6/06/06*

SUBJECT: Approval of a Contract to Dredging & Marine Consultants (DMC) for Engineering the Erosion Control at the Causeway Park and five seawalls on South Halifax Drive in the amount of \$61,100.00.

DEPARTMENT: Parks & Recreation

RECOMMENDED MOTION:

Staff recommends the City Council approve the attached contract to Dredging & Marine (DMC) for Engineering Erosion Control at Causeway Park and repair of five (5) seawalls on Halifax Drive south from S.R. 421 in the amount of \$61,100.00.

SUMMARY:

The City Council approved the final ranking of the Selection Committee for DMC for Engineering the Erosion control at Causeway Park and the repair of five (5) seawalls south along Halifax Drive in the amount of \$61,100. Staff recommends that the Council approve this contract as submitted. *Funding Available in Account 315-5100-592-6397 QPC021.*

ATTACHMENTS: Ordinance Resolution Budget Resolution

Other Support Documents/Contracts Available for Review in Manager's Office

DEPARTMENT HEAD	<i>[Signature]</i> Glen Walker, Recreation Director	Date	<i>5/16/06</i>
FINANCE DEPARTMENT	<i>[Signature]</i> Approved as to Budget Requirements	Date	<i>5/22/06</i>
CITY ATTORNEY	<i>[Signature]</i> Approved as to Form and Legality	Date	<i>5/23/06</i>
CITY MANAGER	<i>[Signature]</i> Approved Agenda Item For:		<i>6/6/06</i>

COUNCIL ACTION: Approved as Recommended Disapproved Tabled
 Indefinitely Continued to Date Certain Approved with Modification:

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR ENGINEERING, PERMITTING AND CONSTRUCTION ADMINISTRATION
CITY OF PORT ORANGE WATERWAY AND SHORELINE PROTECTION**

This AGREEMENT is made and entered into on this ____ day of May, 2006 by and between the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation (hereinafter referred to as "the CITY") and **DREDGING & MARINE CONSULTANTS, L.L.C.**, a Florida limited liability corporation (hereinafter referred to as "the CONSULTANT").

WHEREAS, the CITY desires to enter into an agreement for professional services for engineering, permitting and construction services for waterway related dredging, marine structures, and shoreline protection services (hereinafter referred to as "this "AGREEMENT") with a firm of professionals to provide engineering design, permitting, bidding assistance, construction administration, and related services, and;

WHEREAS, the CITY has followed the selection and negotiation process set forth in the Florida Consultants' Competitive Negotiation Act, Section 287.055 Florida Statutes, and;

WHEREAS, the CITY wishes to obtain the professional services of the CONSULTANT to provide the above mentioned services;

NOW THEREFORE, the CITY and the CONSULTANT, in consideration of the mutual covenants herein agree as set forth below.

1. EFFECTIVE DATE; TIME FOR COMPLETION

This AGREEMENT shall be effective from the date the last party fully executes this AGREEMENT. The AGREEMENT shall terminate on the successful completion of the project. However, data collection, surveying, engineering design and permitting must be completed no later than January 30, 2007 except for any delay caused by a regulatory agency that is out of the control of the CONSULTANT. Bidding and construction administration shall commence as soon as permitting is complete and shall progress in an expeditious manner thereafter until complete. Time is of the essence.

2. SCOPE OF SERVICES:

The services will include engineering design, permitting, technical specification preparation, bidding assistance and construction administration services.

A. The project locations are as follow:

1. Riverside Drive South of Fleming Avenue, which includes seven street-end areas on Riverside Drive along the Intracoastal Waterway; Norman Street, Jean Frances Lane, Kirby Place, Clark Place, Commonwealth Blvd, Warnock Place and Niver Street.

2. Causeway Park, north of Dunlawton from the bridge abutment to the existing rock revetment for an approximately distance of 750 linear feet. In addition, CONSULTANT will evaluate the boat ramp improvement at the west end of the rockrevetment.
3. Halifax Drive South of Dunlawton to Fleming, which includes five street end areas on Halifax Drive along the Intracoastal Waterway; Meeker Place, Private Entrance Road, White Place, Carlton Place, and Fleming Ave.
4. Harbor Oaks Neighborhood Parks, which include six parks along Riverside Drive at the intersection of Oak Street, Main Street, Cedar Street, Seminole Street, South of Harbour Point Drive, end of Riverside Drive at Rose Bay and Bretts St on West Bayshore Drive, west of US 1.

B. Scope of Services: CONSULTANT will perform the following tasks:

1. Engineering Design – This task will provide the necessary engineering designs for each of the four project locations. Depending on site conditions, CONSULTANT will provide a rock revetment or seawall design. A repair option will be recommended if suited for the specific site. All shoreline surveys have been previously completed and will be used for the engineering design. Each project will be individually designed and engineered based on the elevations of existing structures, site conditions and proximity to wave action and hydraulic forces. As part of this task, CONSULTANT will prepare the necessary technical specifications for each of the projects. The CITY will be responsible for providing any Utility information, if required.

2. Permitting - CONSULTANT will coordinate and conduct a pre-application meeting with the City, County, FDOT, FDEP, USACOE, SJRWMD or any other groups or agencies, as necessary, in order to complete and secure the permitting on each of the projects. All environmental surveys for wetlands or species identification will be completed under this task. The project shorelines contain mangroves and other hydric vegetation, and any impacts on these may require mitigation. CONSULTANT anticipates at least two additional coordination meetings with the agencies in the permit processing scope and responding to two Requests for Additional Information (RAIs) from the regulatory and commenting agencies. The CITY will be responsible for any local, state, and federal permitting fees. If mitigation is required, CONSULTANT will coordinate this as a separate effort with client.

3. Bidding and Construction Administration – CONSULTANT will provide assistance during the bidding to assist CITY with attending the pre-bid meeting, answering Contractor questions during and after the pre-bid, reviewing bids and attending a pre-construction meeting. This task will also include weekly site inspection and assisting to resolve any field issues that may arise during construction. A final punch-list will be created and reviewed to ensure proper construction.

3. SUPPLEMENTARY AND SPECIAL SERVICES:

The CONSULTANT agrees to furnish any one or more of the following supplementary and special services that pertain to projects authorized by the CITY:

- A. To render recommendations regarding the plans for this project or other agency permits;
- B. To prepare for and attend meetings as may be requested by the CITY;
- C. To serve as a witness for the CITY in any litigation or arbitration involving said project and to assist the CITY in preparing for such litigation or arbitration.

4. AMENDMENTS

The CONSULTANT shall perform any additional work, not contemplated by this AGREEMENT, by written amendment only. Such amendment shall be deemed to fully incorporate the provisions of this AGREEMENT except to the extent the written amendment provides otherwise.

5. CITY'S RESPONSIBILITIES:

The CITY shall do the following in a timely manner so as not to delay services of the CONSULTANT:

- A. Promptly pay such fees as are due and payable to the CONSULTANT according to the schedule set forth in this AGREEMENT or amendments thereto, for services authorized and performed;
- B. Appoint a representative in writing with respect to particular work to be performed under this AGREEMENT, which representative shall have complete authority to transmit instructions, receive information, and transmit written interpretations and definitions to minimize disruption to the CONSULTANT'S schedule;
- C. Provide all criteria and full information as to the CITY'S requirements, including objectives and standards which the CITY is required to enforce;
- D. Make available at no cost to the CONSULTANT all existing records, reports, permits, correspondence, maps, plans, aerial photographs, CITY standards and codes or other data which may be required for work under this AGREEMENT;
- E. Make its facilities and properties available and accessible for inspection by the CONSULTANT.

6. PAYMENT FOR SERVICES:

The CITY agrees to pay the CONSULTANT as follows:

The lump-sum cost for the various tasks, including expenses is as follows:

A. Data Collection, Surveying and Engineering Design:	\$25,725.00
B. Permitting:	\$13,375.00
C. Bidding and Construction Administration:	\$22,000.00

Payment for completion of each task above shall be made to CONSULTANT by CITY within thirty (30) days after the satisfactory completion of each task.

7. REUSE OF DOCUMENTS

The CITY shall have unlimited rights, for the benefit of the CITY, in all drawings, designs, specifications, notes and other work product produced in the performance of this AGREEMENT, without any additional cost to the CITY. A reproducible set of plans and specifications shall be delivered to and become the property of the CITY upon completion of the project.

8. INSURANCE AND LIABILITY PROVISIONS:

A. The CONSULTANT shall indemnify and hold harmless the CITY, its officers, employees and agents, from and against all claims out of or resulting from the performance of operations under this AGREEMENT.

B Provide a Certificate of Liability Insurance with a minimum coverage of \$1,000,000, including Professional Liability (errors and omissions). The Insurance Certificate should also name the City of Port Orange as additionally insured. Policies for Workers' Compensation must have \$500,000 employee liability coverage; must be of statutory limits; and a waiver of subrogation for Workers' Compensation and all other lines including general and automobile liability must also be added. Insurance policies must be issued by companies that maintain a Best's Rating of "A" or better accordingly to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57.

C. Special Requirements: Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. The CONSULTANT shall provide Certificates of Insurance to the CITY prior to commencing operations under this AGREEMENT to verify coverages. The insurance coverages shall name the CITY as an additional insured on all policies except Professional Liability. Renewal certificates shall be sent to the CITY thirty (30) days prior to any expiration. There shall also be a thirty (30) day advance written notification to the CITY in the event of cancellation or modification of any stipulated insurance coverage.

9. SUCCESSORS AND ASSIGNS:

The CITY and the CONSULTANT are each hereby bound and the successors, executors, administrators and legal representatives of the CITY and the CONSULTANT and, to the extent permitted below, the assigns of the CITY and the CONSULTANT are hereby bound to the other party to this AGREEMENT and to the partners, successors, executors, administrators and the

legal representatives, and said assigns of such other party, in respect of all covenants, agreements and obligations of this AGREEMENT.

Neither the CITY nor the CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without prior written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this Section shall prevent the CONSULTANT from employing such independent professional associates and consultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

Nothing contained in this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than the CITY and the CONSULTANT, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of the CITY and the CONSULTANT and not for the benefit of any other party.

10. TERMINATION

The CITY may terminate the CONSULTANT'S performance of work under this AGREEMENT, in whole, or from time to time in part, whenever the City Representative shall determine that such termination is in the best interest of the CITY. Any such termination shall be effected by delivery to the CONSULTANT of a Notice of Termination specifying the extent to which performance of work under the AGREEMENT is terminated, and the date upon which such termination becomes effective. If the CITY terminates the contract pursuant to this paragraph, the CITY shall only be obligated to pay CONSULTANT for the work satisfactorily completed.

11. CONTROLLING LAW / ATTORNEY FEES

This AGREEMENT is to be governed by the laws of the State of Florida. Venue for any litigation or other method of dispute resolution shall be in Volusia County, Florida. The prevailing party shall recover against the other all attorneys' fees and costs incurred from any and all disputes and/or litigation including appeals, which arise from this AGREEMENT.

12. ENTIRE AGREEMENT

This AGREEMENT, together with any exhibits or amendments, constitutes the entire agreement between the CONSULTANT and the CITY and supercedes al prior written or oral understandings.

WHEREFORE, the parties have executed this AGREEMENT on the day and year first written above.

Witnesses:

**DREDGING & MARINE CONSULTANTS,
L.L.C.**

Bobbie Palmer

BY: Stair

Steve Walker

Attest: Carmie Douglas

Witnesses:

CITY OF PORT ORANGE, FLORIDA

BY: _____
Allen Green, Mayor

Attest: _____
Kenneth W. Parker, City Manager