



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 5/20/08

SUBJECT: Approve Contract with Dredging & Marine Consultants for the Design of an ADA Ramp and Floating Launch Facility at Russell Property

DEPARTMENT: Recreation Department

RECOMMENDED MOTION:

Staff recommends that the City Council approve and award the contract for the Design & Permitting of a Canoe Launch and Floating Dock facility at the Russell Property.

SUMMARY:

Several weeks ago you the Council approved the final ranking of Dredging & Marine Consultant as the number one firm to provide the design and permitting of an ADA Ramp and Floating Launch Facility at the Russell Property. At that time you instructed staff to negotiate the contract for providing these services. This is the contract and proposal for providing those services per your instructions. Staff recommends that City Council approve this contract.

Funding for this is budgeted in the 315-5100-572-6397 account.

ATTACHMENTS: Ordinance Resolution Budget Resolution

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

DEPARTMENT HEAD

Susan Lovallo, Parks & Recreation Director

Date 5/8/08

FINANCE DEPARTMENT

Approved as to Budget Requirements

Date 5/8/08

CITY ATTORNEY

Approved as to Form and Legality

Date

CITY MANAGER

Approved Agenda Item For:

5/20/08

COUNCIL ACTION:

Indefinitely

Approved as Recommended

Continued to Date Certain

Disapproved

Approved with Modification:

Tabled

Ms. Susan Lovallo
Director of Parks & Recreation
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

**RE: Architectural/Engineering Services for Designing and Permitting an
ADA Ramp System and Floating Canoe Launch Facility at the Russell Property
RFSQ #08-02
Scope of Services, Budget, and Schedule**

Dear Ms. Lovallo:

Dredging & Marine Consultants, LLC (DMC) is pleased to submit the following proposal to assist the City of Port Orange with services related to the ADA Ramp System and Floating Canoe Launch Facility at the Russell Property. The services will include engineering design, environmental surveys, land survey, geotechnical investigations and permitting assistance to secure permits for the project.

The scope of services is as follows:

Scope of Services: DMC will assist the City with the following tasks:

- 1. Engineering Design** – This task will provide the necessary engineering design of the ADA compliant canoe launch facility, observation deck along the water and a parking plan for this aspect of the site. We will complete environmental survey that will include upland plant and animal species, including threatened and endangered species. A topographic survey will be completed for this location of the site to develop any drainage issues and stormwater management plans as required by the City. We will have a design meeting with the City staff to go over the issues at hand and expected final design product, design and permitting schedule. We will provide 60% plans to the City for comment and a final 90% plan for comments before finalizing the plans for the City per their requirements. We will also conduct geotechnical borings along the shoreline and upland area for design needs. **The client will be responsible for providing any Utility information, if required.** As part of the design work, DMC will prepare the technical specifications and bid package for bidding purposes
- 2. Permitting** – DMC will coordinate and conduct a pre-application meeting with the City, FDEP, SJRWMD, and USACOE, as necessary, in order to complete and secure the permitting for this project by December 31, 2008. The project shorelines contain hydric vegetation, and any impacts on these may require mitigation. We anticipate 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, we will coordinate this as a separate effort with client.**

Budget: The lump-sum cost for the various tasks, including expenses is \$44,000 and as follows:

- | | |
|------------------------|-------------|
| 1. Engineering Design: | \$40,000.00 |
| 2. Permitting: | \$ 4,000.00 |

Schedule: Tasks 1 and 2 will be completed in approximately 7 months from the date of Notice-to-Proceed, depending on regulatory agency responsiveness.

Should you have any further questions please call 386-304-6505. We look forward to your authorization (Notice to Proceed). Thank you.

Respectfully,
Dredging & Marine Consultants, LLC



Shailesh K. Patel, M.Sc., CPSSc.
Project Manager

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR DESIGN AND PERMITTING OF AN
ADA RAMP SYSTEM AND A FLOATING CANOE LAUNCH FACILITY
AT RUSSELL PROPERTY, THE CITY OF PORT ORANGE**

This AGREEMENT is made and entered into on this 23rd day of April 2008 by and between the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation (hereinafter referred to as "the CITY") and **Dredging & Marine Consultants, LLC., (DMC)** a Florida corporation (hereinafter referred to as "the CONSULTANT").

WHEREAS, the CITY desires to enter into an Agreement for Professional Services for Design and Permitting of an ADA Ramp System and a Floating Canoe Launch Facility at the Russell Property The City of Port Orange (hereinafter referred to as "this "AGREEMENT") with a firm of professionals to provide architectural / engineering design 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 certain engineering / architectural design services, to obtain permit approvals related to that design project and other such related services as may be authorized by the CITY;

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, the project must be completed no later than **December 31, 2008**.

2. SCOPE OF SERVICES:

A. Design

(1) The CONSULTANT agrees to provide the CITY architectural / engineering design services, and other services incidental thereto, for the construction of an ADA compliant Ramp System and Floating Canoe Launch Facility to provide appropriate access to Spruce Creek¹ for the disabled at Russell Property, located at 6060 Deer Feed Trail, Port Orange, Florida 32128. The design shall comply with the requirements of City, State, and Federal law.

(2) The CONSULTANT shall prepare preliminary sketches, including plans, elevations and sections development, in such detail and with such descriptive

¹An Outstanding Florida Waterway, OFW.

specifications as will clearly indicate the scope of work and make possible a reasonable estimate of the construction cost and satisfy all requirements of permitting and regulatory agencies having jurisdiction. The CONSULTANT shall also prepare a construction cost estimate.

(3) After the preliminary sketches and construction cost estimates have been approved, the CONSULTANT shall proceed with the preparation of complete working drawings and specifications as required by the City Representative for the construction of the project. Working drawings, specifications and estimates shall be delivered to the City Representative in such sequence and at such times as required by the CITY and will insure that the construction work can be initiated promptly, materials are provided without delay and work is continuously prosecuted all in strict compliance with the approved design schedule. The CONSULTANT shall revise working drawings and specifications as necessary and as required by the City Representative. After the City Representative has approved working drawings and specifications, the CONSULTANT shall furnish such number of sets of prints of the approved specifications as may be required by the City Representative.

(4) Upon approval of the final plans, the CONSULTANT shall deliver to the CITY one set of original drawings, in such medium and on such materials, as may be required by the City Representative, suitable for blueprinting, showing complete approved construction requirements.

(5) The CONSULTANT shall without additional fee correct and revise the drawings, specifications, or other materials furnished under this AGREEMENT if the City Representative finds that such revision is necessary to correct errors or deficiencies for which the CONSULTANT is responsible.

B. Permitting

The CONSULTANT agrees to expeditiously apply for and obtain all necessary permits from any and all local, state or federal governments or agencies for the design and construction of the project. The CONSULTANT agrees to initiate and hold such conferences with representatives of the CITY or other agencies, boards or governmental bodies and take such other action as may be necessary to obtain all permits and authorizations and all other data upon which to develop the design and sketches showing the contemplated project.

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 all such fees as advanced by the consultant on behalf of the City to any regulatory agencies which 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 and, if authorized by the CITY, provide labor and safety equipment as required by the CONSULTANT and guarantee access to and make all provisions for the CONSULTANT to perform his work under this AGREEMENT

6. PAYMENT FOR SERVICES:

The CITY agrees to pay the CONSULTANT \$ _____ for all services authorized and performed pursuant to this AGREEMENT. Time for payment shall be in accordance with the schedule attached as Exhibit A.

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 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. The CONSULTANT shall be responsible for providing the types of insurance and limits of liability as set forth below.

(1) Professional Liability: Proof of Professional Liability insurance shall be provided to the CITY for the amount of \$1,000,000.

(2) The CONSULTANT shall maintain, during the term of this AGREEMENT, comprehensive general liability insurance in the amount of \$2,000,000 to protect the CITY and CONSULTANT from claims of property damages and bodily injury, including wrongful death, which may arise from any operations under this AGREEMENT whether such operations be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT. The comprehensive general liability insurance shall provide coverage for all operations, including but not limited to, Contractual, Products and Completed Operations, and Personal Injury.

(3) The CONSULTANT shall maintain, during the life of this AGREEMENT comprehensive automobile liability insurance in the amounts of \$1,000,000 combined single limit for damages for bodily injury and \$50,000 property damage to protect the CITY and CONSULTANT from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.

(4) The CONSULTANT shall maintain, during the life of this AGREEMENT, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees performing work for the CITY pursuant to this AGREEMENT. Workers Compensation Insurance coverage shall include a Waiver of Subrogation in favor of the CITY.

(5) 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 LLC.

Mike Cygnard

BY: *Sain* SHAILESH K. PATEL

Joseph M. Faulk

Attest: *Curtis N. Todd*

Witnesses:

CITY OF PORT ORANGE, FLORIDA

BY: _____
Allen Green, Mayor

Attest: _____
Kenneth W. Parker, City Manager