

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: Wed., January 18, 2006

Division: BOCC

Bulk Item: Yes No

Department: Commissioner David Rice, District 4

Staff Contact Person: Tamara Lundstrom

AGENDA ITEM WORDING: Update report on progress regarding the new Joint Marathon Library Construction project with the City of Marathon.

ITEM BACKGROUND: An informal workgroup of County and City of Marathon staff was formed six months ago to discuss the issues involved in the joint library construction project and offer recommendations to the BOCC and City Council as needed.

PREVIOUS RELEVANT BOCC ACTION: At the June 15, 2005 meeting, the BOCC approved establishing a working partnership with the City of Marathon for the building of a new library to serve the Middle Keys and City of Marathon residents. Funds have been programmed into the Capital Projects fund for FY06 and FY07 at \$1.5 million each year for construction costs.

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATIONS:

TOTAL COST: _____

BUDGETED: Yes No

COST TO COUNTY: _____

SOURCE OF FUNDS: _____

REVENUE PRODUCING: Yes No **AMOUNT PER MONTH** _____ **Year** _____

APPROVED BY: County Atty OMB/Purchasing Risk Management

DIVISION DIRECTOR APPROVAL:

David P. Rice
(David P. Rice, Commissioner)

DOCUMENTATION: Included Not Required

DISPOSITION: _____

AGENDA ITEM # _____

JOINT MARATHON LIBRARY CONSTRUCTION PROJECT

Progress Summary Report

January 18, 2006

The BOCC approved establishing a working partnership with the City Of Marathon for the building of a new library facility in June 2005. This was by request of the City of Marathon as they are in the process of designing a new City Hall facility and hoped to have the new library facility to be incorporated into the same site with a matching or complimentary design. The BOCC has discussed the need for a new Marathon Library for a few years due to the need for additional court-related space and inadequate size of the existing property.

An informal workgroup of County and City of Marathon staff was formed to discuss the issues involved, develop the Memorandum of Understanding, and make recommendations to their respective Boards for consideration. The workgroup members began meeting in July 2005 and recently held their fifth meeting in December.

A Need Assessment Analysis Report has been completed by the County Library staff for the new library facility. The assessment will be utilized in grant applications for funding as well as by the architects for design. It has been determined that the required size for the new library facility is 15,000 square feet. The City of Marathon has determined that they need approx. 15,000 sq. ft. for the City Hall facility as well. The architect contracted by the City for the City Hall design reported to the workgroup that significant savings in construction and on-going maintenance expenses could be realized by designing a stacked 3-story facility, (2 stories over parking). The shared roof, AC, parking, alarm system, etc. would bring down overall costs for both entities. Shared use facilities are a commonly used concept today by local government. The workgroup has agreed upon the 30,000 sq. ft. shared use building design, with 15,000 sq. ft. each floor, to include a shared Commission/City Council chambers with a complement of smaller conference rooms for the library and City Hall floors. Issues of security for the City Hall and Library areas during evening meeting use of the building will be addressed by the architect in design.

The County has programmed into the Capital Projects plan \$1.5 million dollars each for the fiscal years of FY06 and FY07 for the library construction project. The MOU is being developed by the County and City Attorney's offices at this time. The MOU will clarify issues of shared costs for construction and on-going expenses, responsibilities, etc.

The City has opted to expand the current contract with the City Hall architect to include the library to design plans to 35% design/build for bidding purposes for the shared facility. (This will allow for control of the design criteria, and the successful bidding contractor can then finish the architectural design to full design/build.) The bid design is in progress, and is expected to be available in early 2006.

While the City was well engaged into the design of the City Hall, it has been determined that adding the library facility will only delay the project by six months, which was agreeable to the City in light of the benefits that will be achieved.

EXHIBIT "A"

PROJECT AGREEMENT

Between

CITY OF MARATHON, FLORIDA

and

KEITH and SCHNARS, P.A.

for

Work Authorization No.

MARATHON CITY HALL & MONROE COUNTY LIBRARY
DESIGN BUILD CRITERIA PACKAGE

PROJECT AGREEMENT
Between

THE CITY OF MARATHON, FLORIDA

and

KEITH and SCHNARS, P.A.

For

Work Authorization No.

MARATHON CITY HALL & MONROE COUNTY LIBRARY
DESIGN BUILD CRITERIA PACKAGE

Pursuant to the provisions contained in the "Continuing Services Agreement" between the CITY OF MARATHON, FLORIDA (the "CITY") and KEITH and SCHNARS, P.A., ("CONSULTANT") dated June 21, 2003, this Project Agreement authorizes the CONSULTANT to provide the services as set forth below.

The CITY and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide services to the CITY for the Project as described in the "Project Description" attached as Exhibit "1."

1.2 The "Scope of Services" and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in Exhibit "2."

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

As part of the Scope of Services, the CONSULTANT shall provide to the CITY the following Deliverables:

DESIGN BUILD CRITERIA PACKAGE

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, 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 30 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 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: \$ 100 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 **Lump Sum Compensation.** CITY agrees to pay CONSULTANT as compensation for

performance of all services described in Exhibit "2".

4.2 **Reimbursable Expenses.** The following expenses are reimbursable at their actual cost: travel and accommodations outside of Miami-Dade County, Broward County or Monroe County; 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 **Lump Sum Compensation and Reimbursable Expenses.** 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 phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule set forth in Exhibit "B" to this Project Agreement. Invoices for each phase shall not exceed amounts allocated to each phase of the Project plus reimbursable expenses accrued during each phase. The statement shall show a summary of fees with accrual of the total and credits for portions previously paid by 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 until the project is completed. Said retainage may be withheld at the sole discretion of the City Manager 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 sub consultant 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. INCORPORATION OF TERMS AND CONDITIONS OF CONTINUING

SERVICE AGREEMENT

7.1 This Project Agreement incorporates the terms and conditions set forth in the Continuing Services Agreement dated June 21, 2002 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.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

ATTEST:

CITY OF MARATHON, FLORIDA

City Clerk

By: _____
Randy Mearns, Mayor

APPROVED AS TO FORM:

City Attorney

ATTEST:

KEITH and SCHNARS, P.A.

Secretary

By: _____

Please type name of Secretary

Michael L. Davis,
Vice President for Environmental and Planning

(CORPORATE SEAL)

WITNESSES:

Print Name: _____

Print Name: _____

Exhibit "1"

Project Description

City of Marathon

Marathon City Hall and Monroe County Library Design Build Criteria Package

The CONSULTANT is to provide services associated with the design and construction of the proposed City Hall and County Library to be located on 2.5 acres at 104th Street and US1 in Marathon, Monroe County, Florida.

Includes development of site plan submitted for review and approval. Once the site plan is approved, CONSULTANT shall utilize the site plan in the development of design build criteria package for the City Hall and County Library and associated site improvements.

CONSULTANT assumes previous work completed on Marathon City Hall Events Field Site can be implemented into the design and planning of the Marathon City Hall and Monroe County Library. Additionally, CONSULTANT assumes City Hall and Library are to consist of a single building with shared facilities, mechanical systems, and site facilities. Although features of design are to incorporate county programming and involve coordination with the county, CONSULTANT assumes all such coordination to be conducted by the City and that dissemination of communications and/or information to and from the county will be the responsibility of the City.

Exhibit “2”

Scope of Services

**City of Marathon
Marathon City Hall and Monroe County Library
Scope of Services**

The following is the scope of services for the Marathon City Hall and Monroe County Library Design Build Criteria Package in accordance with the Continuing Services Agreement between the City of Marathon, Florida and Keith and Schnars, P.A. Keith and Schnars, P.A. will subcontract with the following architectural and engineering firms to provide specific professional services: Cartaya & Associates Architects, P.A., Electrical Design Associates (EDA) and Sea Air Land Technologies, Inc. (SALT). This scope outlines the steps and process that will be followed to prepare and implement the requested Design Build Criteria Package for the Marathon City Hall and Monroe County Library.

I. BOUNDARY AND TOPOGRAPHIC SURVEY

CONSULTANT shall prepare a Boundary and Topographic Survey of Lot 1, Lapalma of the Florida Keys Plat, containing approximately 2.73 acres. Topographic data shall be obtained through out the site on an approximate 100-foot grid. Services include topographic data extending 25 feet beyond property limits and extending to the median of US-1. Trees with a trunk larger than 3” diameter at breast height (D.B.H.) and environmentally sensitive vegetation identified and flagged by a Landscape Architect/Environmentalist shall also be located. Boundary and Topographic Survey shall conform to the Minimum Technical Requirements as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6 of the Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

Location of trees flagged for protection, including identification of such trees to be done by others.

CONSULTANT’S Lump Sum Fee for this service shall be.....\$14,500.00

II. SITE PLANNING SERVICES

A. SITE PLAN

CONSULTANT shall prepare a site plan based on latest survey (including vegetation and tree survey) information and building footprint resulting from Task III – “Architectural Services”. CLIENT shall provide CONSULTANT with any property and lease encumbrances.

Plan will show graphic locations of proposed elements at an appropriate scale and contain necessary information for submission to the City of Marathon Development Review Committee and Planning and Zoning Board and City Council. (Geometric Control Plan, Construction Details, Lighting, Signage, Docks, and Off Site improvements plans are not part of this agreement).

Revisions to this plan after work has started will be considered additional services.

CONSULTANT'S lump sum fee for this service shall be.....\$14,800.00

B. PRELIMINARY ENGINEERING DESIGN

In order to conform to the requirements of a Design Build Criteria Package and the City of Marathon relative to the site plan application, it will be necessary to prepare preliminary engineering plans for the above-referenced project. In order to conform to this requirement, the CONSULTANT proposes to provide the necessary plans and details for the stormwater management system, sanitary sewer collection system and water distribution system for the proposed City Hall and Library development.

The preliminary design for the project will be performed in accordance with the rules and regulations of the City of Marathon and we will provide the Development Review Committee with the necessary reports and approvals required relative to utility service.

CONSULTANT'S lump sum fee for these services shall be.....\$7,590.00

C. PLANTING PLAN

CONSULTANT shall prepare planting plans, based on the site plan, building foot print and survey as showing trees, shrubs, sod and ground cover, details, technical specifications and notes necessary for site plan submission to the City of Marathon. CLIENT shall provide CONSULTANT with any property and lease encumbrances. Revisions to the plan after work has started will be considered additional services.

CONSULTANT'S Lump Sum Fee for these services shall be.....\$ 8,210.00

D. RENDERINGS

CONSULTANT shall prepare one rendered drawing of the proposed site/planting plan in plan view for site plan presentation.

CONSULTANT'S lump sum fee for this service shall be.....\$1,800.00

E. SITE PLAN WORKSHOP

CONSULTANT shall attend one Staff Level Workshop and one presentation relative to the development of the Site Plan.

CONSULTANT'S lump sum fee for this service shall be.....\$4,600.00

F. SITE PLAN PROCESSING

CONSULTANT shall process plans prepared by the CONSULTANT and others required for City of Marathon site plan review for the purposes of obtaining site plan approval. Upon CLIENT'S approval of the plans, the following services will be provided:

- Coordination of the different disciplines completed work for the site plan submission portion of this agreement and compilation of the site plan submission package.
- Attend all meetings with the Development Review Committee, Planning and Zoning Board and City Council.

The CLIENT shall provide the CONSULTANT with the following:

1. Proof of ownership of property documentation as required by the City of Marathon.
2. Letter stating Keith and Schnars as agent for site plan review purposes.
3. All necessary drawings and related elements of ecological evaluation, reports and permits:
4. All review related fees (including notification mailing and meeting signs).
5. Additional information required by the City of Marathon.

CONSULTANT'S lump sum fee for these services shall be.....\$20,860.00

G. PERMITTING PHASE

The CONSULTANT will provide technical criteria, written description and design data for use in filing applications for permits with the governmental agencies having jurisdiction to review the design of the project. Application and permit fees are the responsibility of the CLIENT and are not included within this agreement. The following regulatory agencies' permit applications or informational submittals will be provided for the design:

City Site Plan Process

Department of Environmental Protection

Florida Keys Aqueduct Authority

Army Corps of Engineers

Fish and Wild Life

State of Florida Department of Transportation

South Florida Water Management District

CONSULTANT'S lump sum fee for these services shall be.....\$6,090.00

III. ARCHITECTURAL SERVICES

A. PROGRAMMING

1. The Architect shall meet with County/ City Officials and Staff to discuss the needs of the Facility.
2. The Architect shall prepare a Program of the City Hall's requirements including space names, enclosure requirements, areas or dimensions, offices, cubicles, conference rooms, etc.
3. The Architect shall incorporate the existing Library Program into the joint facility programming documents, including proposed revisions to accommodate joint use synergy opportunities.
4. The Architect shall attend up to two meetings to review the Program proposal with joint County/ City Officials and Staff.
5. Following the Program proposal review meetings, the Architect shall submit a final Program reflecting all revisions agreed upon at the meetings.

CONSULTANT'S Lump Sum Fee for this service shall be.....\$20,000.00

B. SPACE PLANNING

1. The Architect shall, upon approval of Task #1 by the Owner, provide space planning services consisting of room adjacency studies for the Owner's review.
2. The Architect shall provide schematic floor plans with all spaces drawn to scale. Each space shall have a name, room number and area shown.
3. The Architect shall provide a finish schedule showing all proposed floor, base, wall and ceiling finishes.
4. The Architect shall assist Keith & Schnars during the Site Planning process.
5. The Architect shall provide a Preliminary Building Code Review.

6. The Architect shall identify possible Green Building opportunities for certification.
7. The Architect shall attend one presentation.

CONSULTANT’S Lump Sum Fee for this service shall be.....\$35,000.00

C. CONCEPTUAL ELEVATIONS/ MATERIAL SELECTION

1. The Architect shall, upon approval of Tasks No. 1 and 2 by the Owner, provide two conceptual exterior elevations of the building and an updated space plan for the Owner’s review.
2. The Architect shall provide a Color Board with finish material and color selections.
3. The Architect shall provide two colored conceptual exterior elevations of the Owner’s selected design for the Owner’s review.
4. The Architect shall attend one presentation.

CONSULTANT’S Lump Sum Fee for this service shall be.....\$25,000.00

IV DESIGN-BUILD CRITERIA PACKAGE

A. DESIGN BUILD CRITERIA PERFORMANCE SPECIFICATIONS FOR SITE DEVELOPMENT

CONSULTANT shall prepare and deliver a design-build criteria package including performance specifications for the development of Site based on the approved site. The criteria package will be set up to require the successful design build team to develop building permit drawings and acquire all necessary site plan approvals and building permits. As part of the criteria package, the City will provide any necessary ecological information.

1. Upon approval of Tasks outlined in Section III, A, B, and C, the CONSULTANT shall provide a design-build criteria package for use by the Owner in soliciting bids. The design-build criteria package shall be based on performance specifications for all materials and systems involved in the construction of the building and shall include the schematic floor plan, finish schedule, and colored elevations.
2. All furniture requirements shall be included in the design criteria package only for electrical and communication requirements. The City will purchase and install all furniture, telecommunication and security systems.
3. The CONSULTANT shall attend one staff meeting.

CONSULTANT’S Lump Sum Fee for this service shall be.....\$24,280.00

B. DESIGN BUILD SELECTION PROCESS ASSISTANCE

DESIGN-BUILD FIRM SELECTION

1. The CONSULTANT shall assist the Owner in the selection of the Design-Build Firm by helping create the bidding form, attending the pre-bid meeting, assisting in the RFI process and responding to all Owner, Engineer and/or Bidder request for information.

2. The CONSULTANT shall assist the Owner in the selection of the Design-Build Firm after all bids have been submitted by evaluating such proposals and verifying that they comply with the requirements of the design-criteria package.

CONSULTANT’S Lump Sum Fee for this service shall be.....\$15,640.00

EXHIBIT B

Professional Fee Schedule

Effective January 1, 2005

Duty Code	Job Classification	Hourly Rate
72	Administrative Assistant	\$50.00
73	Associate 1	\$70.00
74	Associate 2	\$80.00
75	Sr. Associate	\$105.00
76	Project Manager	\$115.00
77	Sr. Project Manager	\$145.00
78	Director	\$160.00
79	Principal	To Be Quoted
42	2 Person Survey Crew	\$100.00
43	3 Person Survey Crew	\$130.00
44	Specialty Survey Crew	\$160.00