

6. CONSENT AGENDA

- o. Approval of proposal from Vanasse Daylor to provide design and construction inspection services in conjunction with the Periwinkle Way Corridor Restoration Phase 3 project in the amount of \$59,000 and authorize the City Manager to execute same (total funding to be provided by Periwinkle Partnership, no City funds appropriated)**

Memorandum

DATE: March 4, 2008

TO: City Council

THROUGH: City Manager Judie Zimomra

FROM: Public Works Director Gates Castle *MHC*

RE: Periwinkle Way Corridor Restoration – Phase 3

RECOMMENDATION: Approve proposal from Vanasse Daylor to provide design and construction inspection services in conjunction with the Periwinkle Way Corridor Restoration Phase 3 project in the amount of \$59,000 and authorize the City Manager to execute the proposal.

Utilizing the Consultant Competitive Negotiations Act process, the City selected the firm of Vanasse Daylor to provide professional services in conjunction with the Periwinkle Way Corridor Restoration. In 2005, City Council approved a contract with Vanasse Daylor for the overall project design (Phase 1). Phase 2, involving the design of native planting areas along the corridor, was also performed by Vanasse Daylor, with two of the 16 potential sites having been recently planted through funding by the Periwinkle Partnership. Phase 3 of the Periwinkle Corridor Restoration project consist of understory plantings, involving native shrubs, bushes, and flowers to supplement the newly-planted native trees. Vanasse Daylor has submitted a proposal (copy attached) to perform the design and construction inspection services for the Phase 3 work for a fee of \$59,000.

It is recommended that Council approve the proposal from Vanasse Daylor to provide design and construction inspection services for the Periwinkle Way Corridor Restoration Project – Phase 3 in the amount of \$59,000 and authorize the City Manager to execute the proposal. Funding for this work, as well as the plantings, will be from the Periwinkle Partnership and a Lee County grant.

C: Finance Director Renee Lynch
City Attorney Ken Cuyler



Project No. Pending
February 11, 2008

Mr. Gates Castle
Public Works Director
City of Sanibel
800 Dunlop Road
Sanibel, FL 33957-4096

Urban Planning
Landscape Architecture
Civil Engineering
Traffic Engineering
FL Lic. LC0000366

**RE: Professional Services Proposal
Periwinkle Way Corridor Restoration – Phase 3**

Dear Mr. Castle:

Vanasse & Daylor, LLP (VanasseDaylor) is pleased to submit this proposal for professional services for the above referenced project in Sanibel, Florida.

Project Description:

The Phase 3 project consists of the additional native planting along Periwinkle Way and Palm Ridge Road as a part of The Periwinkle Way Corridor Restoration Master Plan, City of Sanibel, June 2005. These plantings will be coordinated with and incorporated into the canopy tree plantings of Phase 1.

The proposed scope of services and corresponding fees for the understory native planting areas are shown below:

1. **GENERAL MEETINGS/COORDINATION.** Coordinate with the project team, Public Works Department, City of Sanibel Planning Department, Natural Resources Department, and other City agencies as determined by the Client. Also, meet with stakeholders as directed by the City. This item will be billed on an hourly basis in accordance with the attached rate schedule.
Estimated Fee: \$ 8,000 (Time & Materials)
2. **ON-SITE IDENTIFICATION OF NATIVE PLANTING AREAS.** Along with a City representative, visit locations identified by the City to establish specific areas to be designed for additional native planting.
Estimated Fee: \$ 2,000 (Time & Materials)
3. **PREPARE AND REFINE BASE PLANS.** Create a new base plan computer file for this project utilizing aerial photographs and the survey information to be provided by the City of Sanibel. The base plans shall then be updated to identify the specific areas identified in task 2 above.
Estimated Fee: \$ 3,500 (Time & Materials)
4. **CONCEPTUAL DESIGN.** Prepare up to 6 typical design concepts that are required for various conditions along the roadway and at the intersections. Each design concept will indicate a recommended plant palette, plant spacing, and plant

locations. Consultant will meet with Staff to review concepts and resolve issues and questions. The agreed modifications will be incorporated into Task 5.

Estimated Fee: \$ 4,500 (Time & Materials)

5. **DESIGN DEVELOPMENT.** Prepare design development drawings for plan preparation based upon project budget and comments from Staff. Plan sets shall include cover sheet, landscape and layout plans along with notes and detail sheets. Design concepts and plant material selections will be refined to indicate actual placement and species of plants and other design elements. Plant sizes will be consistent with "Grades and Standards of Nursery Plants". Submit to the Client for review three (3) sets of drawings. Sets shall be plotted to scale.

Estimated Fee: \$ 7,500 (Time & Materials)

6. **CONSTRUCTION DOCUMENTS.** Upon Staff approval of Design Development Drawings, prepare Construction Documents to include adjustments for Staff comments, and the following:

- Cover sheet with project name and limits, location map, and sheet index
- Planting Plans showing approximate plant placements, sizes and species of plants.
- Standard details and technical specifications

Consultant shall submit to the Client for review three (3) full size sets of drawings plotted to scale.

Estimated Fee: \$ 12,000 (Time & Materials)

7. **PLANTING FIELD DESIGN.** As directed by the Client, establish specific plant locations in the field and mark them prior to planting by the landscape contractor.

Estimated Fee: \$ 10,000 (Time & Materials)

8. **CONSTRUCTION QUALITY CONTROL INSPECTION.** As directed by the Client, visit the project site to observe construction progress and compliance with the contract documents as follows:

- Project beginning – review proposed planting locations and resolve conflicts.
- During installation – review construction progress, quality of materials, workmanship and compliance with construction documents.
- At substantial completion – review compliance with construction documents, construction installation, quality of materials and workmanship, and prepare punch list items. Discrepancies with contract documents and punch list items will be noted and sent to the Project Manager.

Estimated Fee: \$8,000 (Time & Materials)

9. **REIMBURSEABLES** In addition to the above labor compensation, Vanasse & Daylor, LLP shall be reimbursed for expenditures made specifically for the

project, such as color copies, printing and reprographics, travel, telephone charges, shipping, postage, and courier service charge, purchase of maps and similar documents, etc. Direct expenses will be billed at cost plus 15%.
Estimated Fee: \$3,500

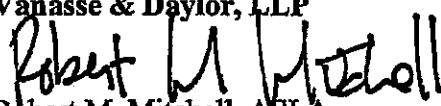
NOT BE REQUIRED TO PROVIDE ADDITIONAL PROFESSIONAL SERVICES

We exclude from the scope of our proposal all services not specifically stated herein. Vanasse & Daylor, LLP shall ~~be held harmless~~ for those items not specifically provided by Vanasse & Daylor, LLP under the terms of this contract. ~~The Client will indemnify Vanasse & Daylor, LLP from any claims arising from Vanasse & Daylor, LLP's use of plans and information provided to Vanasse & Daylor, LLP.~~

ASSUMPTIONS

- Client will provide the following in an auto-cad or other acceptable electronic format, if available:
 - Base drawing of native planting sites including property lines, pavement lines and ground features

If you are in agreement with the above Scope of Services and our attached General Terms of Agreement, please sign the proposal and return one copy of the proposal to our office. This proposal is valid for a period of sixty (60) days. Thank you for giving us this opportunity to serve you. We appreciate your business.

Sincerely,
Vanasse & Daylor, LLP

Robert M. Mitchell, ASLA
Director of Landscape Architecture


Reed K. Jarvi, PE
Vice President

CONFIRMATION OF AUTHORIZATION:

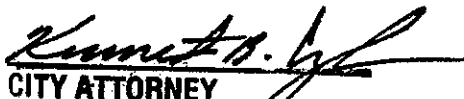
The Client agrees with and accepts this proposal for professional services. The Client also agrees with the General Terms of Agreement, which are attached, and acknowledges this as being received. Together these constitute the entire Agreement between Vanasse & Daylor, LLP and the Client.

Agreed and Accepted:

By: _____

Client's Signature	_____
	Date
_____	_____
Client's Name	Position

APPROVED AS TO FORM:


CITY ATTORNEY



FEE SCHEDULE

(May 2006)

Principal.....	\$190/hr.
Project Consultant IX.....	\$160/hr.
Project Consultant VIII.....	\$140/hr.
Project Consultant VII.....	\$125/hr.
Project Consultant VI.....	\$115/hr.
Project Consultant V.....	\$105/hr.
Project Consultant IV.....	\$ 95/hr.
Project Consultant III.....	\$ 90/hr.
Project Consultant II.....	\$ 75/hr.
Project Consultant I.....	\$ 65/hr.
Project Technician II.....	\$ 60/hr.
Project Technician I.....	\$ 55/hr.
Project Coordinator II.....	\$ 60/hr.
Project Coordinator I.....	\$ 50/hr.
Expert Witness.....	Rate x 1.5/hr.



Vanasse & Daylor, LLP

TERMS AND CONDITIONS OF AGREEMENT

The engagement of Vanasse & Daylor, LLP (VanasseDaylor) by the Client is under the following terms and conditions and is an integral part of the collective Agreement between the Client (or "City") and Vanasse & Daylor, LLP.

1. **FEE ESTIMATE**

Vanasse & Daylor, LLP shall perform the services defined in this contract and shall invoice the Client at those rates shown on the attached fee schedules or as otherwise presented in the contract. Unless otherwise stated, any estimate of cost to the Client shall not be considered as a fixed priced, but only as an estimate. Where the words "not to exceed" are used, such proposed price shall be considered an estimate but shall not exceed the dollar amount shown, provided, however, each task estimate may be in excess of the "not to exceed" amount provided the total of all described tasks are not in excess of the "not to exceed" of all tasks added together. Vanasse & Daylor, LLP will provide additional services under this Agreement as requested by the Client and invoice the Client for those additional services at the listed standard rates. This proposal will be valid for ninety (90) days unless otherwise stated in the proposal.

2. **INVOICES**

Vanasse & Daylor, LLP will submit invoices to the Client monthly and a final bill upon completion of services. Invoices for work performed on a Time and Materials basis will show charges for different personnel and expense classifications. A more detailed separation of charges and back-up data will be provided at the Client's request. Invoices for work performed on a Lump Sum basis will show percentage of work complete and amount of budget expended. There shall be no retainage, unless otherwise agreed upon in the contract.

3. **PAYMENTS TO THE CONSULTANT**

Payment to Vanasse & Daylor, LLP is the sole responsibility of the signatory of this Agreement and is not subject to third party agreements. Also, the payment of any fees under this Agreement is not in any way contingent upon the findings of the regulatory agencies or subsequent judgments or awards of any court of competent jurisdiction.

Payment is due upon receipt of invoice and interest charges will start thirty (30) days from invoice date. The Client agrees to pay an interest charge of one and one-half percent (1-1/2%) per month, or the maximum rate allowed by law, on past due accounts. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by the Client. The Client agrees to pay Vanasse & Daylor, LLP for its services in accordance with the above Agreement, regardless of whether or not he has been paid by other parties.

4. **RIGHT OF ENTRY**

To the extent legally possible, the Client will provide for right of entry of Vanasse & Daylor, LLP personnel and all necessary equipment to the project site or sites, in order to complete the work. Vanasse & Daylor, LLP has reviewed the right of entry requirements for this project on a preliminary basis and had determined that the necessary rights of entry are available for Vanasse & Daylor, LLP to substantially comply with all of its proposal requirements.

5. **OWNERSHIP OF DOCUMENTS**

All reports, plans, drawings, exhibits, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Vanasse & Daylor, LLP, as instruments of service shall remain the property of Vanasse & Daylor, LLP. The City (Client) shall have a perpetual license and right to use and duplicate all such documents for its purposes, at its sole discretion, provided such documents are not resold, for profit, to a third party. Further, one copy of all such documents shall be provided to the Client, at its request, at cost from Vanasse & Daylor, LLP. It is understood by both parties that the City is a governmental agency and subject to Public Records Law, which includes the inspection and copying of such documents in accordance with Florida law, subject only to copyright and other applicable laws.

The Client agrees that all reports, plans and other documents furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever. Vanasse & Daylor, LLP will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

6. **DISPUTES**

In the event that a dispute should arise relating to the performance of the services to be provided under this Agreement, and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time, court costs, attorney's fees and other claim-related expenses.

7. **STANDARD OF CARE**

Service performed by Vanasse & Daylor, LLP under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, express or implied, is made.



8. **INSURANCE & GENERAL LIABILITY**

Vanasse & Daylor, LLP represents and warrants that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that Vanasse & Daylor, LLP has such coverage under public liability and property damage insurance policies in the following amounts:

\$1,000,000
\$2,000,000

Certificates for all such policies of insurance shall be provided to the Client upon request in writing. Vanasse & Daylor, LLP agrees to indemnify and save the Client harmless from and against any loss, damage, or liability arising from any negligent acts by Vanasse & Daylor, LLP, its agent, staff and consultants employed by it. Additional insurance, if requested by the Client, will be obtained by Vanasse & Daylor, LLP (if procurable) and charged to the Client at cost plus fifteen percent (15%).

Vanasse & Daylor, LLP shall not be responsible for any loss, damage or liability arising from acts by the Client, its agents, staff and other consultants employed by it.

Vanasse & Daylor, LLP shall furnish insurance certificates, lien waivers, affidavits or other available documents as and when requested by the Client, provided all amounts due to Vanasse & Daylor, LLP have been paid.

9. **SUSPENSION OF SERVICES**

Vanasse & Daylor, LLP may suspend services on the basis of non-performance on the part of the Client at any time an invoice is past due.

10. **TERMINATION**

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms herein. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Vanasse & Daylor, LLP shall be paid for services performed up to the termination notice.

In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by this Agreement, Vanasse & Daylor, LLP may complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of Vanasse & Daylor, LLP in completing such reports, provided the Client is provided a copy of such report and an invoice specifying such direct costs of Vanasse & Daylor, LLP in preparing such report.

11. **ASSIGNS**

Neither the Client nor Vanasse & Daylor, LLP may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party. However, it is understood that certain land planning, planning, landscape architecture and engineering may be subcontracted internally to the partner firms of Vanasse & Daylor, LLP in their areas of professional competency, and registration. Furthermore, this Agreement contains each and every agreement and understanding between the parties relating to its subject matter. It may not be altered or amended except in writing and signed by both the Client and Vanasse & Daylor, LLP.

12. **CONFLICT**

Should any element of the Terms and Conditions be deemed in conflict with any element of the contract referenced above, unless the contract clearly voids the conflicting element in the Terms and Conditions, wording of the Terms and Conditions shall govern. Any element of this agreement later held to violate a law or regulation shall be deemed void, but all remaining provisions shall continue in force.

13. **SAFETY**

Vanasse & Daylor, LLP is only responsible for the safety on site of its own employees and subcontractors. However, this shall not be construed to relieve the Client or any of its contractors from their responsibilities for maintaining a safe job site. Neither the professional activities of Vanasse & Daylor, LLP, nor the presence of Vanasse & Daylor, LLP's employees and subcontractors shall be construed to imply Vanasse & Daylor, LLP has any responsibility for any activities on site performed by personnel other than Vanasse & Daylor, LLP's employees or subcontractors.

14. **DELAYS IN WORK**

Vanasse & Daylor, LLP will pursue the work in an efficient and expeditious manner consistent with good quality practices. Vanasse & Daylor, LLP will not be responsible for delays in the work caused by the Client or its agents, consultants, contractors or subcontractors. Stand-by or non-productive time for delays in our work caused by the Client will be charged as work time unless provided for as a separate item in the contract or other mutually agreed upon document.

15. **CONSEQUENTIAL DAMAGES**

The Client shall not be liable to Vanasse & Daylor, LLP and Vanasse & Daylor, LLP shall not be liable to the Client for any consequential damages incurred by either due to the fault of the other regardless of the nature of this fault, or whether it was committed by the Client or Vanasse & Daylor, LLP, their employees, agents or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

16. **FAILURE TO FOLLOW RECOMMENDATIONS.**

Vanasse & Daylor, LLP will not be held liable for problems that may occur if Vanasse & Daylor, LLP's recommendations are not followed. Accordingly, the Client waives any claim against Vanasse & Daylor, LLP, and agrees to defend, indemnify and hold Vanasse & Daylor, LLP harmless from any claim or liability for injury or loss that results from failure to implement Vanasse & Daylor, LLP's recommendations, or from implementation of Vanasse & Daylor, LLP's recommendations in a manner that is not in strict accordance with them.