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**CITY OF MARATHON, FLORIDA
RESOLUTION 2004-106**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A PROJECT AGREEMENT WITH CHEN AND ASSOCIATES TO FILE NOTICE OF INTENT TO USE GENERIC PERMIT FOR DISCHARGE OF STORM WATER FROM PHASE II MUNICIPAL STORM SEWER SYSTEM AND ASSOCIATED DOCUMENTATION, GIS MAPPING OF OUR STORM WATER SYSTEM, PREPARATION OF STORM WATER UTILITY FUND PROGRAM AND ROADWAY INVENTORY IN THE AMOUNT OF \$69,160

WHEREAS, the City of Marathon (the "City") has been designated as a Phase II Municipal Separate Storm Sewer System (MS4) by Florida Department of Environmental Protection (FDEP); and

WHEREAS, all three engineering companies with continuing services agreements with the City of Marathon were asked to submit proposals for a City wide road inventory and management program, to prepare and file a MS4 Notice of Intent, and draft a storm water utility fee ordinance (the "Project").

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 are incorporated herein by this reference.

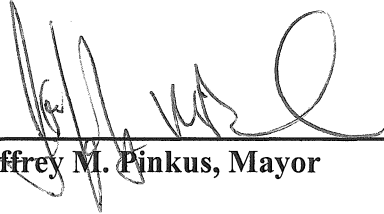
Section 2. The City Council of the City of Marathon, Florida, authorizes the Project Agreement with Chen and Associates Consulting Engineers, Inc. for the Project in the amount not to exceed \$69,160.00, a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is approved.

Section 3. The City Manager or his designee is authorized to execute the Agreement on behalf of the City.

Section 4. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the city of Marathon, Florida, this 22nd day of September, 2004.

THE CITY OF MARATHON, FLORIDA



Jeffrey M. Pinkus, Mayor

AYES: Bartus, Bull, Mearns, Miller, Pinkus
NOES: None
ABSENT: None
ABSTAIN: None

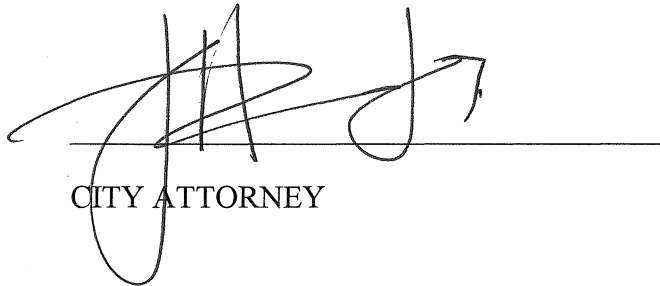
ATTEST:



Cindy L. Ecklund
City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:



CITY ATTORNEY

EXHIBIT "A"

PROJECT AGREEMENT

Between

CITY OF MARATHON, FLORIDA

And

CHEN AND ASSOCIATES CONSULTING ENGINEERS, INC.

for

Work Authorization No. 01

MS4 Permitting and Mapping Services

PROJECT AGREEMENT
Between

THE CITY OF MARATHON, FLORIDA

And

CHEN AND ASSOCIATES CONSULTING ENGINEERS, INC.

For

Work Authorization No. 01

MS4 Permitting and Mapping Services

Pursuant to the provisions contained in the "Continuing Services Agreement" between the CITY OF MARATHON, FLORIDA (the "CITY") and CHEN AND ASSOCIATES CONSULTING ENGINEERS, INC., ("CONSULTANT") dated 6/22/04, 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 engineering services to the CITY for the Project as described in the "Project Description" attached as 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 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 and Project Schedule, the CONSULTANT shall provide to the CITY the following Deliverables:

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 *through 4/19/05*, 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 or the date of actual completion of the Project, whichever shall last occur, 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: *\$ Actual costs incurred by City* 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" \$69,160.00. [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.

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 "3", 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 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.

SECION 7. INCORPORATION OF TERMS AND CONDTIONS OF CONTINUING SERVICE AGREEMENT

7.1 This Project Agreement incorporates the terms and conditions set forth in the Continuing Services Agreement dated _____ 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.

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ATTEST:

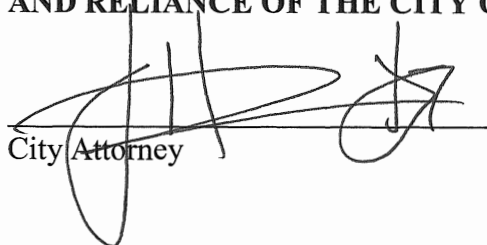
CITY OF MARATHON


City Clerk

By: Michael Huto
City Manager


Date: 9/22/04

APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:


City Attorney

ATTEST:

CHEN AND ASSOCIATES CONSULTING
ENGINEERS, INC.



Corporate Secretary
JASON McCLAIR
Please type name of Corporate Secretary

By: Ben Chen
Ben Chen, P.E., Ph.D, D.E.E.
President

Date: 9/14/04

(CORPORATE SEAL)

WITNESSES:


Print Name: PETER MOORE

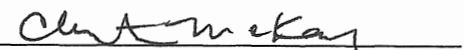

Print Name: Christine McKay

Exhibit "1"

Project Description

BACKGROUND

Based on Chapter 62-624, F.A.C. mandates that municipalities not located within a Urbanized Area, but that qualify as a Phase II Municipal Separate Storm Sewer System (MS4), must apply for coverage to FDEP. The City of Marathon is one of three municipalities in Florida that qualifies under these terms and FDEP has established a date of March 15,2004 for the submission for coverage.

The City of Marathon has various GIS layers and data sources ranging from proprietary data updated several years earlier to information from the Monroe County Property Appraiser that is updated quite often. The City also currently has no Stormwater Utility Fee and has an interest to begin such a fee to free up resources for other expenditures. Finally, the City has expressed interest in following the City of Boynton Beach's program as closely as possible.

PROJECT DESCRIPTION

Based on the background of this task order, the City has requested that Chen and Associates prepare a roadway and drainage mapping and inventory, prepare and file a MS4 Notice of Intent and prepare a draft stormwater utility fee ordinance.

Exhibit “2”

Scope of Services and Project Schedule

Task 1: Mapping

1.1 Collect As-built Information and GIS Data

ENGINEER will collect copies of all existing FDOT (and other) as-builts. These will be scanned and geo-referenced. ENGINEER will also collect all existing GIS Data from the City of Marathon.

1.2 Roadway Inventory and Drainage Base Map

ENGINEER will provide the City with a Roadways Conditions and information database and create the map templates to be used with the City’s Geographic Information System. The map will be the basis of the City’s GIS based roadways management program providing roadway maintenance scheduling, street signage inventory, asset management, roadway improvement information and budgeting activities.

Task 2: Preparation and Filing of NOI

2.1 Preliminary NOI Preparation and Submission

ENGINEER shall prepare a preliminary NOI submittal for review of Best Management Practices (BMPs) proposed. ENGINEER will meet with City after review of proposed BMPs is performed.

2.2 Meeting with FDEP

ENGINEER shall meet with representative(s) from FDEP prior to the submission of the NOI. This meeting shall occur after a preliminary NOI has been prepared to ensure the City’s willingness to implement the proposed BMPs. The meeting’s purpose will be to review the preliminary NOI and identify any potential pitfalls that could delay its acceptance.

2.3 Final NOI Preparation and Submission

ENGINEER shall prepare the final NOI, and all required exhibits for the City along with a check request for the proper amount per FDEP. ENGINEER shall also answer all requests for additional information leading up to the approval of the permit.

2.4 Prepare Cost Estimate for Five Year Plan

FDEP requires that all of the items outlined in the NOI must be completed within five years of the initial submission. The steps and schedule that must be completed are part of the NOI, however the costs to the City for these steps can be significant and need to be planned for. Chen and Associates will estimate, in 2004 dollars, the costs for each of the steps for the City's budget purposes.

Task 3: Stormwater Utility Fund Program

3.1 SURVEY OF COMPARABLE MUNICIPALITIES

ENGINEER shall survey municipalities in South Florida to determine the application of stormwater fees in these jurisdictions. Information to be obtained:

- Which municipalities have a stormwater fee
- The method of implementation (non ad valorem tax levy or utility bill)
- The method of measurement (ERU, front footage or other method)
- The costs to be recaptured
- Fee charged

3.2 DETERMINE COSTS

ENGINEER shall estimate the capital and operating costs to be funded through the stormwater fee with input from the CITY.

3.3 ESTABLISH PRELIMINARY TAX ROLL

CITY shall obtain existing property information from the Property Appraiser and supply to the ENGINEER for preparation of stormwater utility fee tax roll for the City. ENGINEER shall also consider exemptions for charitable or non-profit organizations and educational institutions.

3.4 COUNCIL WORKSHOP

Prepare an analysis of the survey of comparable municipalities and the potential application for the City of Marathon. Prepare preliminary analysis of the fee for the consideration of the City of Marathon. Conduct workshop with City Council to determine any exemptions that may apply.

3.5 ADJUST TAX ROLL/CALCULATE RATE

ENGINEER shall adjust tax roll based on exemptions and results from workshop. ENGINEER shall allocate the costs to the properties based on the final number of ERUs

3.6 DRAFT ORDINANCE

Based on this information, CITY Attorney shall draft an ordinance with input from ENGINEER. Efforts in this tasks will also include a meeting with the CITY Attorney for discussion of exact wording of the ordinance.

3.7 APPROVAL OF FINAL CHARGES AND TAX ROLL BY COUNCIL

ENGINEER shall assist the CITY in final approval of all methods, exemptions and applicable charges by the CITY Council. Results will be the establishment of a charge for each property

3.8 SUBMISSION OF FINAL TAX ROLL

ENGINEER shall assist the CITY in submitting the tax roll to the Property Appraiser for implementation.

SCHEDULE OF SERVICES

Task 1: Drainage Mapping and Roadway Inventory and Analysis shall be completed by February 11, 2005.

Task 2: The NOI will be filed with FDEP by March 15, 2005.

Task 3: Stormwater Utility Fund Program survey will be completed by January 14, 2005. Implementation of workshop and other items will be contingent upon schedule of City Council and timeframes set forth by Monroe County for getting the stormwater utility fee into the tax bills.

EXHIBIT "3"

Payment Schedule

ENGINEER to provide above referenced tasks for the fee as follows:

Task 1: \$ 19,760.00

Task 2: \$ 19,760.00

Task 3: \$ 29,640.00

Type of Payment: Tasks 1-3 are to be invoiced as lump sum quantities.

EXHIBIT "B"

PAGE 1 OF 2

CONSULTANT'S BILLING RATE

CHEN AND ASSOCIATES CONSULTING ENGINEERS, INC.*

Principal.....	\$ 150.00
Project Manager.....	\$ 105.00
Senior Engineer.....	\$ 90.00
Engineer.....	\$ 65.00
Construction Manager.....	\$ 75.00
Construction Inspector.....	\$ 50.00
Technician/Clerical.....	\$ 40.00

EXHIBIT "B"

PAGE 2 OF 2

Principal: Category refers to individuals that serve as overall quality control/quality assurance agent for the project. Typical duties include project meetings, review sessions and contractual questions.

Project Manager: Category refers to individuals that serves as the singular point of contact between the project and all other entities. Direct supervision of all duties including planning, design, permitting and construction.

Senior Engineer: Category refers to individuals that serve as the lead in all planning or design matters. Typical duties involve preliminary project production, design calculations, permit packages.

Engineer: Category refers to individuals that serve as the production staff for all planning or design matter. Typical duties involve final project production, plan revisions, modeling.

Construction Manager: Category refers to individuals that serve as the lead in all construction and certification matters. Typical duties involve constructability review, construction administration and project closeout.

Construction Inspector: Category refers to individuals that serve as the production staff for all construction and certification matters. Typical duties involve daily reports, construction testing, daily photographs.

Technician/Clerical: Category refers to individuals that serve in an auxiliary capacity for all projects. Typical duties involve drafting, typing, filing.

EXHIBIT "A"

PROJECT AGREEMENT

Between

CITY OF MARATHON, FLORIDA

And

CHEN AND ASSOCIATES CONSULTING ENGINEERS, INC.

for

Work Authorization No. 01

MS4 Permitting and Mapping Services

PROJECT AGREEMENT
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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 and Project Schedule, the CONSULTANT shall provide to the CITY the following Deliverables:

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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 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.

SECION 7. INCORPORATION OF TERMS AND CONDTIONS OF CONTINUING SERVICE AGREEMENT

7.1 This Project Agreement incorporates the terms and conditions set forth in the Continuing Services Agreement dated _____ 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:

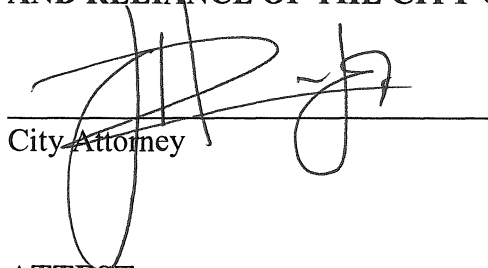
CITY OF MARATHON


City Clerk

By: 
City Manager


Date: 9/22/04

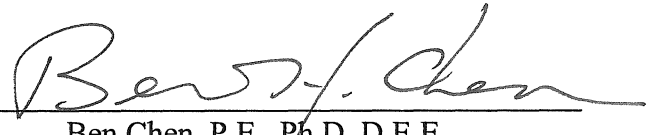
APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:


City Attorney

ATTEST:

CHEN AND ASSOCIATES CONSULTING
ENGINEERS, INC.



Corporate Secretary
JASON McCLAIR
Please type name of Corporate Secretary

By: 
Ben Chen, P.E., Ph.D, D.E.E.
President

Date: 9/14/04

(CORPORATE SEAL)

WITNESSES:


Print Name: PETER MOORE

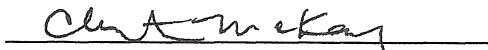

Print Name: Christine McKay

Exhibit "1"

Project Description

BACKGROUND

Based on Chapter 62-624, F.A.C. mandates that municipalities not located within a Urbanized Area, but that qualify as a Phase II Municipal Separate Storm Sewer System (MS4), must apply for coverage to FDEP. The City of Marathon is one of three municipalities in Florida that qualifies under these terms and FDEP has established a date of March 15,2004 for the submission for coverage.

The City of Marathon has various GIS layers and data sources ranging from proprietary data updated several years earlier to information from the Monroe County Property Appraiser that is updated quite often. The City also currently has no Stormwater Utility Fee and has an interest to begin such a fee to free up resources for other expenditures. Finally, the City has expressed interest in following the City of Boynton Beach's program as closely as possible.

PROJECT DESCRIPTION

Based on the background of this task order, the City has requested that Chen and Associates prepare a roadway and drainage mapping and inventory, prepare and file a MS4 Notice of Intent and prepare a draft stormwater utility fee ordinance.

Exhibit “2”

Scope of Services and Project Schedule

Task 1: Mapping

1.1 Collect As-built Information and GIS Data

ENGINEER will collect copies of all existing FDOT (and other) as-builts. These will be scanned and geo-referenced. ENGINEER will also collect all existing GIS Data from the City of Marathon.

1.2 Roadway Inventory and Drainage Base Map

ENGINEER will provide the City with a Roadways Conditions and information database and create the map templates to be used with the City’s Geographic Information System. The map will be the basis of the City’s GIS based roadways management program providing roadway maintenance scheduling, street signage inventory, asset management, roadway improvement information and budgeting activities.

Task 2: Preparation and Filing of NOI

2.1 Preliminary NOI Preparation and Submission

ENGINEER shall prepare a preliminary NOI submittal for review of Best Management Practices (BMPs) proposed. ENGINEER will meet with City after review of proposed BMPs is performed.

2.2 Meeting with FDEP

ENGINEER shall meet with representative(s) from FDEP prior to the submission of the NOI. This meeting shall occur after a preliminary NOI has been prepared to ensure the City’s willingness to implement the proposed BMPs. The meeting’s purpose will be to review the preliminary NOI and identify any potential pitfalls that could delay its acceptance.

2.3 Final NOI Preparation and Submission

ENGINEER shall prepare the final NOI, and all required exhibits for the City along with a check request for the proper amount per FDEP. ENGINEER shall also answer all requests for additional information leading up to the approval of the permit.

2.4 Prepare Cost Estimate for Five Year Plan

FDEP requires that all of the items outlined in the NOI must be completed within five years of the initial submission. The steps and schedule that must be completed are part of the NOI, however the costs to the City for these steps can be significant and need to be planned for. Chen and Associates will estimate, in 2004 dollars, the costs for each of the steps for the City's budget purposes.

Task 3: Stormwater Utility Fund Program

3.1 SURVEY OF COMPARABLE MUNICIPALITIES

ENGINEER shall survey municipalities in South Florida to determine the application of stormwater fees in these jurisdictions. Information to be obtained:

- Which municipalities have a stormwater fee
- The method of implementation (non ad valorem tax levy or utility bill)
- The method of measurement (ERU, front footage or other method)
- The costs to be recaptured
- Fee charged

3.2 DETERMINE COSTS

ENGINEER shall estimate the capital and operating costs to be funded through the stormwater fee with input from the CITY.

3.3 ESTABLISH PRELIMINARY TAX ROLL

CITY shall obtain existing property information from the Property Appraiser and supply to the ENGINEER for preparation of stormwater utility fee tax roll for the City. ENGINEER shall also consider exemptions for charitable or non-profit organizations and educational institutions.

3.4 COUNCIL WORKSHOP

Prepare an analysis of the survey of comparable municipalities and the potential application for the City of Marathon. Prepare preliminary analysis of the fee for the consideration of the City of Marathon. Conduct workshop with City Council to determine any exemptions that may apply.

3.5 ADJUST TAX ROLL/CALCULATE RATE

ENGINEER shall adjust tax roll based on exemptions and results from workshop. ENGINEER shall allocate the costs to the properties based on the final number of ERUs

3.6 DRAFT ORDINANCE

Based on this information, CITY Attorney shall draft an ordinance with input from ENGINEER. Efforts in this tasks will also include a meeting with the CITY Attorney for discussion of exact wording of the ordinance.

3.7 APPROVAL OF FINAL CHARGES AND TAX ROLL BY COUNCIL

ENGINEER shall assist the CITY in final approval of all methods, exemptions and applicable charges by the CITY Council. Results will be the establishment of a charge for each property

3.8 SUBMISSION OF FINAL TAX ROLL

ENGINEER shall assist the CITY in submitting the tax roll to the Property Appraiser for implementation.

SCHEDULE OF SERVICES

Task 1: Drainage Mapping and Roadway Inventory and Analysis shall be completed by February 11, 2005.

Task 2: The NOI will be filed with FDEP by March 15, 2005.

Task 3: Stormwater Utility Fund Program survey will be completed by January 14, 2005. Implementation of workshop and other items will be contingent upon schedule of City Council and timeframes set forth by Monroe County for getting the stormwater utility fee into the tax bills.

EXHIBIT "3"

Payment Schedule

ENGINEER to provide above referenced tasks for the fee as follows:

Task 1: \$ 19,760.00

Task 2: \$ 19,760.00

Task 3: \$ 29,640.00

Type of Payment: Tasks 1-3 are to be invoiced as lump sum quantities.

EXHIBIT "B"

PAGE 1 OF 2

CONSULTANT'S BILLING RATE

CHEN AND ASSOCIATES CONSULTING ENGINEERS, INC.*

Principal.....	\$ 150.00
Project Manager.....	\$ 105.00
Senior Engineer.....	\$ 90.00
Engineer.....	\$ 65.00
Construction Manager.....	\$ 75.00
Construction Inspector.....	\$ 50.00
Technician/Clerical.....	\$ 40.00

EXHIBIT “B”

PAGE 2 OF 2

Principal: Category refers to individuals that serve as overall quality control/quality assurance agent for the project. Typical duties include project meetings, review sessions and contractual questions.

Project Manager: Category refers to individuals that serves as the singular point of contact between the project and all other entities. Direct supervision of all duties including planning, design, permitting and construction.

Senior Engineer: Category refers to individuals that serve as the lead in all planning or design matters. Typical duties involve preliminary project production, design calculations, permit packages.

Engineer: Category refers to individuals that serve as the production staff for all planning or design matter. Typical duties involve final project production, plan revisions, modeling.

Construction Manager: Category refers to individuals that serve as the lead in all construction and certification matters. Typical duties involve constructability review, construction administration and project closeout.

Construction Inspector: Category refers to individuals that serve as the production staff for all construction and certification matters. Typical duties involve daily reports, construction testing, daily photographs.

Technician/Clerical: Category refers to individuals that serve in an auxiliary capacity for all projects. Typical duties involve drafting, typing, filing.