

**CITY OF MARATHON, FLORIDA
RESOLUTION 2009-15**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AN AGREEMENT WITH JACOBS ENGINEERING GROUP INC. (JACOBS) FOR A TRAFFIC ENGINEERING SERVICES RELATIVE TO THE INTERSECTION OF AVIATION BOULEVARD AND OVERSEAS HIGHWAY IN AN AMOUNT NOT TO EXCEED \$9,350 PLUS REIMBURSABLES

WHEREAS, the intersection of Aviation Boulevard and Overseas Highway (“U.S. #1”) has long been a dangerous intersection in the City of Marathon (the “City”); and

WHEREAS, City Council requested a safety traffic study with recommendations for a safer intersection to protect our citizens; and

WHEREAS, the City wishes to enter into an agreement with Jacobs Engineering Group Inc. to conduct a safety study resulting in changes in geometry, signalization and/or signage with focus on traffic patterns and crash data.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, that:

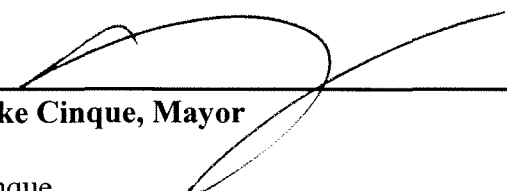
Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The City Council hereby authorizes the agreement between the City and Jacobs Engineering Group Inc. for traffic engineering services for a traffic study of Aviation Boulevard and Overseas Highway, a copy of which is attached hereto as Exhibit “A”, in an amount not to exceed \$9,350 plus reimbursables; together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney. The City Manager is authorized to execute the Agreement on behalf of the City.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Marathon, Florida, this 10th day of February, 2009

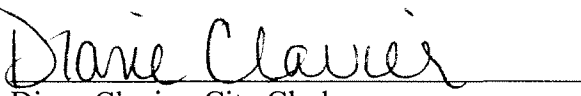
THE CITY OF MARATHON, FLORIDA



Mike Cinque, Mayor

AYES: Ramsay, Snead, Vasil, Worthington, Cinque
NOES: None
ABSENT: None
ABSTAIN: None

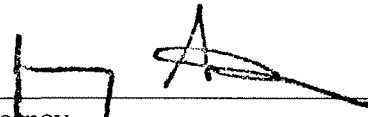
ATTEST:



Diane Clavier, City Clerk

(City Seal)

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



City Attorney



PROFESSIONAL SERVICES AGREEMENT

PROJECT

NAME: Intersection Evaluation – Marathon, FL

CLIENT: City of Marathon, Florida

ADDRESS: 9805 Overseas Highway, Marathon, FL 33050

hereby requests and authorizes Jacobs Engineering Group Inc. ("Jacobs") to perform the following Services:

SCOPE OF SERVICES: See Attachment A

COMPENSATION to be on a basis of:

a Lump Sum amount of \$ 9,350.00. This Lump Sum includes all charges for professional services, which will be provided by Jacobs and all outside sources and an estimate of expenses. Should actual expenses exceed the Lump Sum amount, Jacobs will submit a statement within thirty (30) days of completion of Services for such expenses. Additional Services authorized in writing or otherwise confirmed by Client will be billed in addition to the lump sum amount as provided in Paragraph 7 on the other side of this authorization.

The parties agree to the "Provisions" provided on page 2 of this authorization.

Accepted for **City of Marathon, Florida**

By:

Name:

Title:

Date:

Clyde Burnett
CLYDE BURNETT
CITY MANAGER
3/6/09

Accepted for **JACOBS ENGINEERING GROUP INC.**

By:

Name:

Title:

Date:

Kevin J. McMahon
Kevin J. McMahon
Group Vice President
2/26/09

PROVISIONS

1. **AUTHORIZATION TO PROCEED.** Signing this Agreement shall be construed as authorization by CLIENT for JACOBS to proceed with the Services, unless otherwise provided for in this Agreement.
2. **LABOR COSTS.** In the event JACOBS' compensation is calculated by reference to JACOBS' Labor Costs, Labor Costs shall be the amount calculated by the number of hours actually worked by each of JACOBS' employees on CLIENT's Project, multiplied by an amount charged for each such employee's work, which is calculated by dividing each such employee's annualized, non-overtime compensation (whether salary or paid to such employee at an hourly rate, as the case may be) by 2,080 hours per year.
3. **DIRECT EXPENSES.** JACOBS' Direct Expenses shall be those costs incurred on or directly for the CLIENT's Project, including but not limited to necessary transportation costs including mileage at JACOBS' current rate when its automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by JACOBS.
4. **OUTSIDE SERVICES.** When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for JACOBS' administrative costs.
5. **COST ESTIMATES.** Any cost estimates provided by JACOBS will be on a basis of experience and judgment. Since JACOBS has no control over market conditions or bidding procedures, JACOBS does not warrant that bids or ultimate construction costs will not vary from these cost estimates.
6. **PROFESSIONAL STANDARDS.** JACOBS shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in CLIENT's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Agreement. If after completion of the Services the CLIENT can demonstrate that the Services hereunder fail to conform to such standards, JACOBS will reperform the deficient Services at no cost to the CLIENT, and JACOBS shall have no liability for repair or replacement, construction rework or other costs. JACOBS makes no warranty, expressed or implied.
7. **ADDITIONAL SERVICES.** Services in addition to those specified in Scope of Services will be provided by JACOBS if authorized in writing or otherwise confirmed by CLIENT. Additional services will be paid for by CLIENT as indicated in any Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and JACOBS. In the absence of an express agreement about compensation, JACOBS shall be entitled to an equitable adjustment to its compensation for performing such additional services.
8. **SALES TAX.** In addition to any other sums or amounts required to be paid by CLIENT to JACOBS pursuant to this Agreement, CLIENT must also pay to JACOBS the amount of any applicable sales, use, excise or other tax with respect thereto (other than any general income tax payable by JACOBS with respect thereto) as the same may be levied, imposed or assessed by any federal, state, county or municipal government entity or agency.
9. **LIMITATION OF LIABILITY.** Excluding JACOBS' liability for bodily injury or damage to the property of third parties, the total aggregate liability of JACOBS arising out of the performance or breach of this Agreement shall not exceed the compensation paid to JACOBS under this Agreement. Notwithstanding any other provision of this Agreement, JACOBS shall have no liability to the CLIENT for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of Consultant, its employees, or subconsultants.
10. **DISPUTE RESOLUTION.** All disputes arising out of this Agreement shall be mediated by the parties within a reasonable time after the first request for mediation, prior to either party filing a suit in a court of law, provided, however, that neither party shall be obligated to mediate prior to requesting injunctive relief.
11. **ASSIGNMENT TO RELATED ENTITY.** Notwithstanding anything in this Agreement to the contrary, in the event JACOBS is not qualified and licensed in the relevant jurisdiction to provide any Services required hereunder, JACOBS may, without the consent of any other party, assign all or any part of its obligation to provide such Services to an entity related to JACOBS which is qualified and licensed to provide such Services in the jurisdiction involved and which is contractually bound to JACOBS to provide such Services.
12. **PAYMENT TO JACOBS / INTEREST ON PAST-DUE AMOUNTS.** Monthly invoices will be issued by JACOBS for all Services performed under the terms of this Agreement. Invoices are due and payable net 30 days. CLIENT agrees to pay interest at the rate of 1 1/4% per month on all past-due amounts, unless not permitted by law. Any interest charged or collected in excess of the highest legal rate will be applied to the principal amount owing to JACOBS, and if such interest exceeds the principal balance of CLIENT's indebtedness to JACOBS, will be returned to CLIENT.
13. **TERMINATION FOR NON-PAYMENT OF FEES.** Without limiting any other remedy that may be available, JACOBS may stop work or terminate this Agreement if CLIENT has not cured a payment default within 7 days after receipt of written notice from JACOBS. Any failure to make a payment within the time required in Article 12 above shall constitute a payment default. Notice by e-mail or fax, followed by overnight courier, shall meet this notice requirement. JACOBS' right to stop work or terminate this Agreement shall not be waived by JACOBS' continued performance during any period of investigation by JACOBS to determine the reasons for CLIENT's nonpayment.
14. **LEGAL EXPENSES.** In the event legal action is brought by JACOBS to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, CLIENT shall pay JACOBS reasonable amounts for fees, costs and expenses as may be set by the court.
15. **CONSTRUCTION PHASE SERVICES.** If this Agreement includes the furnishing of any Services during the construction phase of the project, the following terms will apply: (a) If JACOBS is called upon to observe the work of CLIENT's construction contractor(s) for the detection of defects or deficiencies in such work, JACOBS will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. JACOBS shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s), and shall not review their work for the purpose of ensuring their compliance with safety standards. (b) If JACOBS is called upon to review submittals from construction contractors, JACOBS shall review and approve or take other appropriate action upon construction contractor(s)' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. The JACOBS' action shall be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in the JACOBS' professional judgment to permit adequate review. Review of such submittals will not be conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities. (c) JACOBS shall not assume any responsibility or liability for performance of the construction services, or for the safety of persons and property during construction, or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the construction services. JACOBS shall have no influence over the construction means, methods, techniques, sequences or procedures. Construction safety shall remain the sole responsibility of the construction contractor(s). (d) All contracts between CLIENT and its construction contractor(s) shall contain broad form indemnity and insurance clauses in favor of CLIENT and JACOBS, in a form satisfactory to JACOBS.
16. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.
17. **FORCE MAJEURE.** Any delays in or failure of performance by JACOBS shall not constitute breach hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of JACOBS. In the event that any event of force majeure as herein defined occurs, JACOBS shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.
18. **ELECTRONIC MEDIA.** (a) As a component of the services provided under this Agreement, JACOBS may deliver electronic copies of certain documents or data (the "Electronic Files") in addition to printed copies (the "Hard Copies") for the convenience of CLIENT. CLIENT and its consultants, contractors and subcontractors may only rely on the Hard Copies furnished by JACOBS to CLIENT. If there is any discrepancy between any Electronic File and the corresponding Hard Copy, the Hard Copy controls. (b) CLIENT acknowledges that Electronic Files can be altered or modified without JACOBS' authorization, can become corrupted and that errors can occur in the transmission of such Electronic Files.

ATTACHMENT "A"

City of Marathon, Florida Intersection of Aviation Boulevard and US 1 / Overseas Highway Safety and Operation Evaluation

The purpose of this intersection analysis will be to evaluate the operational and safety conditions of the intersection at US 1 – Overseas Highway and Aviation Boulevard in the City of Marathon, Florida and to identify potential intersection improvements intended to enhance safety and operation. This will be achieved by performing the following tasks:

Task 1 – Intersection Inventory

We will perform a field inventory of the subject intersection at US 1 and Aviation Boulevard and prepare a condition diagram of the intersection itself as well as the immediate area of influence. This diagram will include intersection geometry, lane use / arrangements, and traffic control devices (i.e. pedestrian and roadway features that contribute to the overall safety and operating conditions of the intersection).

Task 2 – Field Observations

Field observations will be performed by a qualified, registered professional engineer (State of Florida) during the peak periods (mid-day and late afternoon) of a typical weekday. (The day of week and time period for these observations will be coordinated with City staff.) The purpose of this task will be to assess overall operating conditions of the intersection, the operating characteristics of specific approaches / movements, to identify any unsafe conditions or hazards, and to identify potential intersection improvement alternatives from both a safety and an operational perspective.

Task 3 – Crash Analysis

The City of Marathon will obtain crash data from a variety of sources including Florida Highway Patrol (FHP), Monroe County Sheriff's Office, and the Florida Department of Transportation (FDOT). This data will be collected for the intersection of US 1 and Aviation Boulevard and along US 1 at least one-quarter mile in each direction (east and west) from this intersection. Crash data along Aviation Boulevard will be collected for a distance of approximately 300 feet north of US 1. We will analyze this crash data and identify abnormal crash characteristics or patterns. If these conditions exist, we will develop a list of potential causes for each abnormal crash pattern.

Task 4 – Level of Service Analysis

Using the methodology of the 2000 Highway Capacity Manual (HCM 2000), we will determine the intersection level of service (LOS) for the existing and proposed alternatives. The LOS determination will be conducted for the overall intersection as well as for each specific approach. Since some intersection modifications could affect traffic patterns in the general area, it is possible that a LOS analysis could be required for the major adjacent signalized intersections (i.e. US 1 & Industrial Avenue / 107th Street and US 1 & Sombrero Beach Road). *(Note: Available traffic count data will be relied upon for this analysis. The consultant team has traffic data for this location from November 2007 which is likely to be sufficient. The City will review their files to identify if more recent data is available and the City may conduct a brief traffic count for verification purposes. Should it be decided that updated counts are required, the City and the Consultant Team will coordinate to prepare a scope and fee estimate.)*

Task 5 – Signal Warrant Analysis

A cursory evaluation of the available traffic count data will be performed to assess the general likelihood of the intersection satisfying signal warrants as described in the Manual on Uniform Traffic Control Devices (MUTCD). Should it appear that one or more applicable signal warrants are satisfied, additional coordination will be performed with the City to determine the appropriate course of action.

Task 6 – Recommended Improvements

Based upon the foregoing analyses described in Tasks 1 through 5, we will identify conceptual intersection improvements intended to improve the operating and safety characteristics of the intersection. These improvements will be superimposed on the intersection condition diagram conducted as part of Task 1. Impacts of the recommended alternatives will be described and analyzed as required.

Task 7 – Summary Report

A brief report will be prepared documenting the findings and recommendations of this analysis. Five (5) copies will be provided to the City and an electronic version will be prepared as well.

Task 8 – Meetings

We will attend one meeting with City Staff and one City Commission meeting if required.

ATTACHMENT "B"

FEES AND BILLINGS

Fees and Billings

Based on the outlined scope of services we have projected the following fees associated with the project:

Tasks 1 through 8 – Traffic Analysis	\$9,350.00 (Lump Sum)
Task 9 – Additional Services (if authorized)	Hourly

Fees are payable with billing monthly, based upon the percent complete for lump sum tasks and based on hours billed for services performed for hourly-rate tasks.

Jacobs Engineering Group

2009
Standard Hourly Rates
All Units (January - December)

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal In Charge (Proj Director)	\$ 225.00
Principal Eng. /Principal Landscape Arch / Principal Planner	\$ 195.00
Sr. Proj Eng. / Sr. Landscape Arch / Sr. Planner	\$ 150.00
Project Eng. / Landscape Arch / Planner	\$ 125.00
Sr. C.A.D.D. Technician	\$ 95.00
C.A.D.D. Technician	\$ 80.00
R.P.R. Field Inspector	\$ 75.00
Permits Coordinator	\$ 65.00
Administrative Assistant	\$ 55.00
Delivery / Logistics Personnel	\$ 35.00
Surveying Manager	\$ 150.00
Survey Field Crew	\$ 140.00
Survey C.A.D.D. Technician	\$ 90.00
Plat Processing Coordinator	\$ 75.00