

**CITY OF MARATHON, FLORIDA
RESOLUTION 2018-09**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AUTHORIZING A SOLE SOURCE EMERGENCY REPAIR SERVICES WITH WATER RESOURCES TECHNOLOGIES, INC. FOR THE AREA 7 LOW PRESSURE WASTEWATER COLLECTION SYSTEM AND RELATED LIFT STATION REPAIRS DUE TO HURRICANE IRMA WIND AND SURGE DAMAGE IN AN AMOUNT NOT TO EXCEED \$724,885.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND APPROPRIATE FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Resolution 2008-134, the City Council of the City of Marathon adopted purchasing policies and procedures after determining that it was fiscally prudent and in the best interests of the City's residents for the City to adopt policies and procedures for City employees and officials regarding the purchasing and acquisition of contractual services, equipment, goods, professional services and other similar types of services; and

WHEREAS, the City may waive competitive bidding in the event that "only one vendor possesses the unique and singularly available capability to meet the requirements of a particular procurement; and

WHEREAS, the City wishes to approve the Emergency Repair Services (the "Project Specific Agreement") Exhibit "A" with Water Resources Technologies, Inc. ("WRT") for the Area 7 low pressure wastewater collection system emergency repair services in an amount not to exceed \$724,885.00; and

WHEREAS, WRT is the sole source operation and maintenance contractor for the Service Area 7 (Resolution 2017-73) because the vendor possesses the unique and singularly available capability to meet the requirement for the specialized services required in the Area 7 low pressure wastewater collection system; and

WHEREAS, the City staff recommends approval of the project specific agreement for emergency repairs from storm related damage due to the sole source status of WRT and the ability to complete the repairs in a timely manner, and is in the best interest of the City.

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's purchasing policies and procedures are hereby waived and the City Council hereby authorizes the City Manager to execute the Agreement, in substantially the same form and format as attached hereto as Exhibit "A" and expend budgeted funds 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 13th DAY OF FEBRUARY, 2018.

THE CITY OF MARATHON, FLORIDA



Michelle Coldiron, Mayor

AYES: Bartus, Cook, Senmartin, Zieg, Coldiron
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:**



David Migut, City Attorney

EXHIBIT "A"
PROJECT SPECIFIC AGREEMENT

**Pump Lift Station Repairs
In Grassy Key
Due to Hurricane IRMA
Damage
Emergency Services**

To
Water Resource Technologies
11221 St. Johns Industrial Parkway, N.
Jacksonville, FL 32246

PROJECT SPECIFIC AGREEMENT
Between
THE CITY OF MARATHON, FLORIDA
And
Water Resource Technologies
For
Emergency Services for Pump Lift Station Repairs in Grassy Key

Pursuant to the provisions contained in the "Annual Service Contract" between the City of Marathon, Florida (the "City") and Water Resource Technologies, (the "Contractor") By Resolution 2017-73, dated September 26, 2017; this Project Specific Agreement authorizes the Contractor to provide the services as set forth below at the same rates:

I. Scope of Services

The Contractor shall provide emergency repair services to the City for the storm damage repairs to the Service Area #7 (Grassy Key) lift stations described in the attached as Exhibit "1."

The "Scope of Services and Project Schedule" and tasks to be provided by the Contractor for this work are those services and tasks as listed in Exhibit "1."

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 Construction Management Services Agreement, prior to any deviation from the terms of this Project Specific Agreement, including the initiation of any extra work.

II. Deliverables

As part of the Scope of Services and Project Schedule, the Consultant shall provide to the City the following Deliverables:

SEE EXHIBIT 1

III. Term/Time of Performance

This Project Specific Agreement shall be effective on the date it is fully executed by all parties and shall continue in full force for 3 months (s) or until completion of the Project, unless otherwise terminated pursuant to the Construction Management Services Agreement or other applicable provisions of this Project Specific Agreement. The City Engineer or Manager, in his sole discretion, may extend the term of this Project Specific Agreement through written notification to the Consultant. Such extension shall not exceed 180 days. No further extensions of this Project Specific Agreement shall be effective unless authorized by the City Engineer or Manager.

The Consultant's services under this Project Specific Agreement and the time frames applicable to this Project Specific 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 prior to the beginning the performance of services.

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."

IV. Amount, Basis and Method of Compensation

Lump Sum Compensation - City agrees to pay consultant compensation for performance of all services described in Exhibit "1" in the total amount of not to exceed \$ 724,885.00. Contractor will submit invoices for monthly progress payments in an amount equivalent to the completion of the actual work.

PAYMENT UNDER THIS PROJECT SPECIFIC AGREEMENT SHALL ONLY BE MADE FROM APPROPRIATIONS BUDGETED ON AN ANNUAL BASIS.

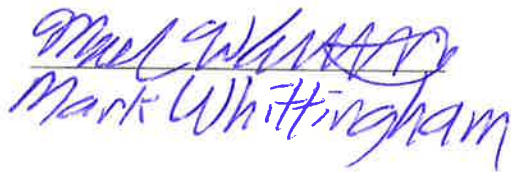
IN WITNESS WHEREOF, the parties have executed this instrument on this 14th day of January February, 2018.

CONTRACTOR:
Water Resource Technologies

By: Mark Alexander, President

Its: 

ATTEST:


Mark Whittingham

CITY:
City Manager

By: 
Charles Lindsey, City Manager

Its: city manager

ATTEST:


Diane Clavier, City Clerk

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


David Migut, City Attorney

This agreement shall be executed on behalf of Consultant by its President or a Vice President. If executed by a person other than Consultant's President or a Vice President, then attach evidence of that person's actual authority to bind Consultant to this agreement.

EXHIBIT "1"
PROJECT DESCRIPTION



11221 St. Johns Industrial Parkway N.
Jacksonville, FL 32246
Voice 904.928.0700 Fax 904.928.0790
Toll Free 877.978.4286
Email wrt@wrtllc.com

January 4, 2018

City of Marathon
9805 Overseas Highway
Marathon, FL 33050
Attn: Mark Bombard

RE: Grassy Key (Area 7) Lift Station Repair

Mark,

Since Hurricane Irma, Water Resource Technologies (WRT) has been working with the City of Marathon to repair and recondition the lift stations in Area 7. I would like to summarize what we have found in our work to date and confirm our plans for the remaining repairs.

Condition Analysis:

Shortly after Hurricane Irma we began an assessment of the 128 duplex stations in Area 7. All of the stations were found to be affected by the flooding of the stations by salt water. Generally speaking the damage flooding of the pump motors and in many cases the elevated control panels as well.

As you have seen from your inspections of the pumps that have been removed to date, the condition of the failed pumps evidence extreme corrosion. Salt water accelerates the corrosion process of already aggressive wastewater. The extent of the damage to the pumps is such that critical sealing points become slack and water is allowed to enter the previously sealed motor and control cavities of the pump. In the case of the motor housing leak, the water shorts out the motor when power is supplied and causes a catastrophic failure. In a unique design feature the existing pumps also have an integral air pressure level control that controls the on, off and alarm functions of the pump. If the control cavity (or other component of the air pressure system) is flooded, then these controls either short out and the pump will not operate or cause the pump to run without shutting off which damages the pump. While this failure is not of the same order as a flooded motor, a repair is not considered unless the structural integrity of the unit is deemed of adequate quality that the pump motor cavity will not flood.

In addition to the pump failures, many of the panels were damaged during the storm. Uncertain voltage including power surges and low voltage brown outs have damaged many of the control

components. Some panels were flooded which immediately damaged functionality of the panels. Even more panels were damaged by falling and wind-borne debris. In addition to obvious damage to external components (alarm lens, disconnects, etc.) the structural integrity of the fiberglass enclosures has been damaged which can allow rainwater intrusion and, over the longer term, salt-air corrosion of the electrical components. Over time, these failures will continue to occur if the panel cannot be sealed adequately.

Order of Engagement:

The first priority for WRT was to get as many stations up and running as quickly as possible. In some cases, spare pumps kept on hand for the service agreement, were installed so that all the accessible stations had at least one operating pump. This was deemed sufficient to get the system up and running as quickly as possible.

Once the situation was stabilized we began to upgrade the stations in a prioritized fashion. Installation considered of two new Flygt 3068-175 grinder pumps equipped with WRT stainless steel lower discharge check valve assembly, an independent level control device and a duplex panel. These components are designed to survive flooding events such as those that occurred during the recent storm.

Pumps that are removed from service are evaluated for repair and return to the spare pump inventory. Pumps that are deemed structurally sound and requiring only moderate repairs will be quoted under the terms of the existing service contract that provides additionally discounted pricing to the City of Marathon. These rebuilds would be used for the continuing maintenance those stations, where there is no need to replace the existing panels and the currently installed pump prove adequate. We estimate that there perhaps 25% of the failed pumps will be recommended for rebuilding.

The third part of the strategy is to use rebuilt pumps for installation in stations that are not upgraded. The pulled pumps would then be degreased, cleaned and tested in order to ensure that they will not suffer premature failure from the lingering effects of the corrosion.

While it is difficult to forecast the exact point at which the upgrade vs. repair is most cost effective, we are currently estimating that 105 of the 128 lift stations will require upgrading. That should provide approximately 50 pumps that would be repairable. These 50 pumps would be used to swap out the non-upgraded station pumps which would be degreased, cleaned and evaluated for continued use as spares for ongoing operations.

As the work continues the point of upgrade vs. repair can be reevaluated by the City. It is suggested that some contingency be allowed to ensure that the City has the ability to return the system to pre-Irma functionality and operational readiness.

Pricing:

Line Item 1 Item	Description	Unit Price	Est. Qty	Extension
Station UpGrade	Includes Pumps, Panel, SS Discharge, Level control System & Labor to replace failed components	\$5,950.00	105	\$624,750.00
Pump Rebuilding/ Refurbishing	Includes Cleaning Degreasing, Testing and replacement of Level Sensing Seal, On/Off Switch, Alarm Switch, Transceiver, Transponder, Control Bracket Assembly & Stator. Price includes parts discount of \$101.07 per City of Marathon Service Agreement	\$752.70	50	\$37,635.00
Generator Receptacle Switch	Auxiliary Isolation Switch Generator Receptacle	\$280.00	As Needed	
30 Amp Disconnect Switch	30 Amp Disconnect Switch	\$25.00	As Needed	
Contingency			10%	\$62,500.00
Total				\$724,885.00

Please let me know if I can provide any additional information on our efforts.

Sincerely,



Mark Alexander
President