

**CITY OF MARATHON, FLORIDA
RESOLUTION 2018-44**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AWARDED A CONTRACT FOR BIDDING ASSISTANCE AND CONSTRUCTION ENGINEERING SERVICES FOR THE 39TH STREET STORM WATER MODIFICATIONS PROJECT TO WEILER ENGINEERING CORPORATION; APPROVING PROJECT AGREEMENT IN THE NOT TO EXCEED A TOTAL AMOUNT OF \$45,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Marathon (the "City") and Weiler Engineering Corporation. (the "Engineer") have entered into a continuing services agreement for Professional Engineering Services on February 14 of 2017; and

WHEREAS, work authorization No. 2018-03," (the "Project Agreement") contains the scope of work to provide professional engineering services required for the bidding and construction engineering services for the 39th Street Storm Water Modifications Project (the "Project"); and

WHEREAS, the City staff wish to enter into this agreement, which will enable the City to bid and construct 39th Street Storm Water Modifications Project,

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

Section 1. The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. The Project Agreement attached hereto 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 hereby approved. The City Manager is authorized to sign the Project Agreement 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 8th DAY OF MAY 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

**39th Street Drainage Bidding Assistance
and
Construction Engineering Inspections**

Work Authorization No. 2018-01-SW

PROJECT SPECIFIC AGREEMENT
Between
THE CITY OF MARATHON, FLORIDA
And
The Weiler Engineering Corporation
For
39th Street Drainage Bidding Assistance and Construction Engineering Inspection

Work Authorization No. 2018-01-SW

Pursuant to the provisions contained in the “Continuing Services Agreement” between the City of Marathon, Florida (the “City”) and The Weiler Engineering Corporation, (the “Consultant”) dated February 14, 2017; this Project Specific Agreement authorizes the Consultant to provide the services as set forth below:

I. Scope of Services

The Consultant shall provide engineering services to the City for the Project as described in the “Project Description” attached as Exhibit “1.”

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.”

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 2

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 2 year (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. Project Records

All final plans, documents, reports, studies and other data prepared by the Consultant or a subconsultant will bear the endorsement of a person in the full employ of the Consultant or the subconsultant and duly registered in the appropriate professional category.

After the City's acceptance of final plans and documents, an electronic copy of the Consultant's or the subconsultant's drawings, tracings, plans and maps will be provided to the City at no additional cost to the City.

Upon completion of any construction by a contractor on a project assigned to Consultant, the Consultant shall furnish acceptable field verified "record drawings" of the work on full sized prints (and/or electronic data file if requested by the City). The Consultant shall signify, by affixing an appropriate endorsement on every sheet of the record sets that the work shown on the endorsed sheets was reviewed by the Consultant.

The Consultant shall not be liable for use by the City of said plans, documents, studies or other data for any purpose other than stated in the applicable Project Specific Agreement.

All tracings, documents, data, deliverables, records, plans, specifications, maps, surveys, field survey notes, and/or reports prepared or obtained under this Agreement shall be considered works made for hire and shall become the property of City, and reproducible copies shall be made available upon request to the City.

All project records shall be maintained by Consultant and made available upon request of the City at all times for the duration of this Agreement and during the period stated by Florida Records Retention Schedules. During this time period the City Manager or designee have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement, including its financial records. The City may cancel this Agreement for refusal by the Consultant to allow access by the City Manager or designee to any records pertaining to work performed under this Agreement.

ACCESS TO PUBLIC RECORDS- The Contractor shall comply with the applicable provisions of Chapter 1 19, Florida Statutes. The City shall have the right to immediately terminate this contract for the refusal by the Contractor to comply with Chapter 1 19, Florida Statutes. If the contractor has questions regarding the application of Chapter 1 19, Florida Statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records at Cityclerk@ci.marathon.fl.us or 305-743-0033.

V. Amount, Basis and Method of Compensation

N/A Lump Sum Compensation - City agrees to pay consultant compensation for performance of all services described in Exhibit "2" in the total amount of \$ N/A, plus reimbursable expenses not to exceed \$ N/A. Consultant will submit invoices for monthly progress payments in an amount equivalent to the percentage completion of the total Work.

OR

X City agrees to pay Consultant compensation for performance of all services described in Exhibit "2" at Consultant's hourly rates as set forth in Exhibit "3", up to a maximum amount not to exceed \$**45,000.00**, plus reimbursable expenses not to exceed \$ **0.00**.

VI. Incorporation of Terms and Conditions of Continuing Service Agreement

This Project Specific Agreement incorporates the terms and conditions set forth in the Continuing Services Agreement dated February 14, 2017 between the City and Consultant as though fully set forth herein. In the event that any terms or conditions of this Project Specific Agreement conflict with the Construction Management Services Agreement, the more restrictive provision shall prevail and apply.

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 9 day of May, 2018

CONSULTANT:

By: 

Its: VICE PRESIDENT

CITY:

By: 

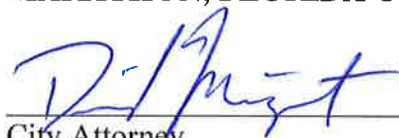
Its: CITY MANAGER

ATTEST:



Diane Clavier, City Clerk

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


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

The 39th Street Drainage Bidding Assistance and Construction Engineering Inspection project includes providing bidding assistance to the City for the previously designed and permitted 39th Street Drainage improvements. The improvements include the installation of piping modifications to existing drainage structures, installation of new piping and the installation of a dual storm water pumping station, including controls and electrical service.

After award of the construction project to the successful bidder, Consultant will provide construction phase engineering services as further described in Exhibit 2. The services will include typical engineering functions such as shop drawing reviews, construction inspections, review of applications for payment and other activities as detailed in Exhibit 2.

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**EXHIBIT “2”
SCOPE OF SERVICES AND PROJECT SCHEDULE**

EXHIBIT A

Date:

SCOPE OF SERVICES FOR

39th Street Drainage Bidding Assistance and Construction Engineering Inspection

GENERAL UNDERSTANDING

The work will consist of bidding assistance and construction phase engineering service for the 39th Street Drainage improvement project including the following tasks:

Bidding Phase

- Assistance with Up Front Bid Documents;
- Conduct Pre-Bid Meeting and Production of Minutes;
- Response to Bidder RFI; and
- Assistance with Bid Evaluation and Recommendation of Award.

Construction Phase

- Conduct Pre-Construction Conference;
- Review of Submittals and Shop Drawings;
- Response to Contractor RFI;
- Construction Progress Meetings;
- Construction Inspection;
- Review of Contractor Applications for Payment;
- Attendance at Walkthroughs and Generation of Punch Lists;
- Construction Completion Certifications and Project Closeout;
- Attendance at Pump Station Start Up;
- Regulatory Permit Closeout; and
- Generation of As-Built Drawings.

SCOPE OF WORK

Phase 1. Bidding Phase

Task 1.01 - Assistance with Up-Front Bid Documents

As needed by the City, WEC will assist in the development of the up-front bid documents including, but not limited to: completion of standard City documents, recommended days for substantial and final completion, liquidated damages, bonding requirements, listing of all contract documents, and listing of plan sheets.

Task 1.02 - Conduct Pre-bid Meeting

WEC will conduct one pre-bid meeting with prospective Bidders. WEC will provide an agenda, a summary of the scope and will answer questions during the meeting. WEC will prepare the meeting minutes for publication by the City

Task 1.03 - Response to Bidder RFI

WEC will respond in writing to any Requests for Information (RFI) submitted by prospective Bidders through the method outlined in the bid documents. WEC will also prepare any bid addenda if needed.

Task 1.04 - Assistance with Bid Evaluation / Recommendation of Award

At the close of bidding, WEC will review the qualifications of the Bidders and the completeness of the bids to determine the responsibility of the Bidders. Any Bidders unable to meet the minimum requirements for responsibility and responsiveness will be disqualified. WEC will provide a recommendation of award to the City identifying the lowest cost responsive and responsible Bidder.

Phase 2 - Construction Phase

Task 2.01 – Conduct the Pre-Construction Meeting

WEC will prepare the agenda and conduct a pre-construction meeting with the awarded Contractor. The purpose of this meeting is to kick-off the construction phase, designate responsible personnel and discuss the construction process.

Task 2.02 - Review of Submittals and Shop Drawings

WEC will review all submittals and shop drawings submitted by the Contractor in accordance with the submittal requirements of the contract technical specifications. WEC will stamp and return all submittals. The stamp will be placed on the cover sheet of the submittal and will indicate whether the submittal is approved as submitted, approved with comment or not approved. If approved with comment or not approved written comments will be supplied either directly on the submittal or in a separate letter. WEC will also generate a submittal log for the project and update throughout the project. All submittals and shop drawings shall be exchanged in PDF format through email.

Task 2.03 - Response to Construction RFI

WEC will review any Requests for Information (RFI) supplied by the Contractor during construction. WEC will provide a written response to the RFIs. WEC will also generate an RFI log for the project and update throughout the project.

Task 2.04 – Construction Progress Meetings

WEC will conduct bi-weekly construction progress meetings with the Contractor and the City's project representative throughout construction. Meetings will take place every two weeks through the course of construction. The construction progress meetings may be held at the City or WEC office. In addition, periodic field meetings at the project site or via conference calls with the Contractor and the City's representative may be conducted as needed.

Task 2.05 - Construction Inspection

Upon mobilization by the Contractor to the work site, Weiler Engineering will provide daily construction inspections to verify that the materials and products being used are consistent with the approved shop drawings and that the work being performed is compliant with the requirements of the contract documents and with industry standards. Inspection reports will be produced to document each work day's activities, including a summary of Contractor personnel and equipment, work being performed that day, any visitors present at the site, weather conditions and any other pertinent information. Photographs of the work progress will be taken to supplement the written documentation.

Task 2.06 - Review of Contractor Applications for Payment

WEC will receive applications for progress payments from the Contractor and will review the applications for completeness and accuracy. Any discrepancies will be resolved with the Contractor prior to transmitting the application to the City along with a recommendation of approval. Receipt of all Partial Releases of Lien from all vendors or subcontractors who have filed a Notice to Owner will be verified prior to notification to the City that payment may be released.

In the event that any changes to the work are needed or proposed, the Contractor will submit a proposed change order to WEC in accordance with the requirements of the General Conditions. WEC will review the proposals and make a recommendation to the City. If the City determines that a change is appropriate and in its best interest, WEC will prepare a Change Order for execution by the Contractor and the City.

Task 2.07 - Walkthroughs, Punch Lists and Certifications

Upon receipt of notification that the Contractor believes that substantial completion of the work has been achieved, WEC will perform an inspection of the work and, if it is determined that the work is substantially complete, will prepare the Final Punch List and the Certification of Substantial Completion for execution by all parties. Upon completion of all work listed on the Final Punch List and upon acceptance of the Record Drawings and Final Operation and Maintenance Manuals, WEC will prepare the Certification of Final Completion for execution by the Contractor and the City.

Task 2.08 - Start-Up and Permit Closeout

WEC will attend the pump station start up. Following pump-station start up and final completion, WEC will provide closeout documentation as required for any regulatory permits required during the design phase.

Task 2.09 - Generation of As-Built Plans

Based on survey record drawings submitted by the Contractor's surveyor, WEC will provide the as-built drawings for the project. The as-built drawing will be submitted to the City and regulatory agencies. WEC will supply two (2) copies of the as-built drawings signed and sealed by a Florida Registered Professional Engineer and one (1) CD containing a PDF of the signed and sealed as-built plans.

PROJECT SCHEDULE

CONSULTANT will begin work upon execution of this Work Authorization.

Description	Date or Time
Respond to RFI's	4/30 to 6/3/2018
Conduct Pre-Bid Meeting	5/16/2018
Evaluation of Bids	6/13 to 6-20/2018
Notice of Award	July Council meeting
Notice to Proceed	7/15/2018
Construction	7/22 to 11/22/2018
Project Closeout, including FDEP certification	11/22 to 12/12/2018
Produce Record Drawings	12/22/2018

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EXHIBIT "3"
CONSULTANT'S HOURLY RATES

Company: The Weiler Engineering Corporation	
Job Position Title	Total Hourly Rate \$/Hour
Principal in Charge	\$190.00
Expert Witness	\$250.00
Registered Professional Engineer (P.E.)	\$145.00
Environmental Scientist	\$145.00
Mining Specialist PhD (non-P.E.)	\$145.00
Project Manager	\$145.00
Senior Planner	\$125.00
Registered Engineer Intern (E.I.)	\$115.00
Plans Examiner	\$115.00
Structural Inspector	\$115.00
Senior Construction Inspector	\$105.00
Senior Engineering Designer	\$100.00
Engineering Designer	\$90.00
Construction Inspector	\$90.00
Engineering Technician	\$80.00
Field Technician	\$80.00
Clerical	\$55.00

Reimbursable Expenses

Vellums	\$10.00 / each	(24 x 36)
Mylars	\$25.00 / each	(24 x 36)
Blue Prints	\$2.80 / each	(24 x 36)
Copies	\$0.30 / each	(11 x 17)
Copies	\$0.20 / each	(8½ x 14)
Copies	\$0.15 /each	(8½ x 11)
Travel*	Cost plus 15%	
Overnight mail	Cost plus 15%	
Other Reimbursable Expenses	Cost plus 15%	

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