

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2014-130**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING CERTAIN PURCHASES IN EXCESS OF \$10,000 AND LESS THAN \$25,000 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, pursuant to Resolution 2003-134, the City Council of the City of Marathon, Florida (the "City"), 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**, pursuant to Resolution 2007-156, the City Council amended the Purchasing Policies and Procedures to provide that any purchases over \$10,000 and less than \$25,000 must be placed on a City Council agenda as a consent item for approval prior to execution of the contract or consummation of the purchase; and

**WHEREAS**, the City Manager has authorized staff to prepare purchase orders for those items set forth on Exhibit A attached hereto and now wishes to bring them before City Council as a consent item;

**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.** City Council hereby approves the purchases set forth on Exhibit A hereto.
- Section 3.** The City Manager or designee is authorized to execute any agreements in connection with these purchases and expend budgeted funds 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 14<sup>th</sup> DAY OF OCTOBER, 2014.

THE CITY OF MARATHON, FLORIDA

  
Dick Ramsay, Mayor

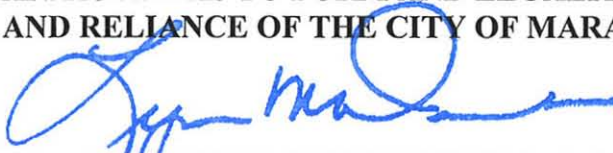
AYES: Bartus, Bull, Keating, Senmartin, Ramsay  
NOES: None  
ABSENT: None  
ABSTAIN: None

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

**EXHIBIT "A"**

<b>Firm</b>	<b>Description</b>	<b>Amount</b>
McCain & Associates, Inc.	Structural engineering evaluation services for concrete spalling at the Area 5 Wastewater facility including, condition report, preparation of construction plans and specifications for repairs suitable for bidding.	\$21,500.00

**PROJECT SPECIFIC AGREEMENT**  
**Between**  
**THE CITY OF MARATHON, FLORIDA**  
**And**  
**W. F. McCain & Associates, Inc.**  
**For**  
**WWTP #5 Concrete Spalling and Construction Issues**

Pursuant to the provisions contained in the "Continuing Services Agreement" between the City of Marathon, Florida (the "City") and W. F. McCain & Associates, Inc., (the "Consultant") dated ~~October 20~~, 2014; 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 Continuing Engineering 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:

Consultant will provide professional engineering services for an investigation of concrete spalling and construction issues associated with WWTP #5 as outlined in Exhibit "2" and as directed by the City's Utility Department.

**Deliverables include:**

- Letter Style WWTP #5 Structural Concrete analysis and evaluation Report
- Set of Repair Details and Specifications
- Electronic file and Auto CAD files as applicable for the project that can be incorporated into Utilities electronic file system

**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 1 year (s) or until completion of the Project, unless otherwise terminated pursuant to the Continuing Services Agreement or other applicable provisions of this Project Specific Agreement. The City 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 Council

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**

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 \$21,500.00 including reimbursable expenses.

#### **V. 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 \_\_\_\_\_, 2014 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 Continuing 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 22nd day of OCTOBER, 2014.

**CONSULTANT:**

**CITY:**

By: W B W

By: Michael H. Puto

Its: President

Its: CITY MANAGER

**ATTEST:**

Hilary H. Palmer  
for: Diane Clavier, City Clerk

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

[Signature]  
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**

Consultant will provide professional engineering and structural analysis services for an investigation of concrete spalling and construction issues associated with WWTP #5 as assigned provided by the Utility and as directed by the Utility Manager. Additional description of services and project scope are included in Exhibit "2".

All required engineering submittals will include construction repair detail drawings and specifications suitable for bidding and construction purposes subject to approval by the Utility Manager.

## EXHIBIT "2" SCOPE OF SERVICES AND PROJECT SCHEDULE

### Description

Consultant will provide professional engineering services on an as-needed basis for WWTP #5 concrete spalling and construction issues for the City of Marathon to be shown on construction drawings for the facility provided by the Utility and as directed by the Utility Manager. Provide structural engineering plans with repair details and specifications suitable for bidding and construction purposes subject to approval by the Utility Manager.

### Project Schedule

CONSULTANT will begin work upon execution of this Work Authorization and as directed by the Utility Manager.

### Scope of Services

Ms. Zully Hemeyer  
Utilities Manager  
City of Marathon  
9805 Overseas Highway  
Marathon, FL 33050

**SUBJECT: PROPOSAL/CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES FOR STRUCTURAL INVESTIGATION, OF DECAYING/SPALLING AREAS OF THE WWTP #5, CITY OF MARATHON, FLORIDA ENGINEER'S PROJECT NO. 14-156**

Dear Ms. Hemeyer:

At your request, W. F. McCain & Associates, Inc. (WFM) hereby submits our proposal to provide professional engineering services for the above-referenced project, which is limited to inspection and evaluation of concrete spalling at the above referenced WWTP. Based on our understanding of your project needs and the rules and regulations of Monroe County, the State of Florida and the Florida Building Code, regarding the inspection and repair of existing concrete structures, our scope of work would include the following services:

### Preliminary Engineering

1. WFM will provide project coordination with Mr. Mark Bombard, Construction Manager and Ms. Zully Hemeyer, Utilities Manager.
2. WFM will conduct detailed inspections of the concrete surfaces of the WWTP. The information obtained during the inspection process will be used to prepare the letter report listed in item #4 below and ultimately, final bid documents.
3. WFM will limit inspections to sounding out the surfaces of the concrete and noting existing damage, and mapping visibly deteriorated areas of the facility. For purposes of the assessment, a worst case scenario for repair costs will be assumed.



4. WFM will provide a brief, letter-style report for the cause and repairs of the deteriorated areas. The report will contain an estimate of repair quantities as well as an analysis as to what has contributed to the expedited deterioration.
5. Based upon the preliminary construction estimate, WFM will provide a project cost estimate for use in the project funding process.

Engineering Design

1. WFM will provide project coordination with Mr. Mark Bombard, Construction Manager and Ms. Zully Hemeyer, Utilities Manager.
2. WFM will prepare engineered repair drawings and a specifications package suitable for bidding, permitting and repair construction.
3. WFM will prepare a uniform bid sheet to allow for the solicitation of bids based on unit quantities for payment items.
4. WFM will prepare a uniform contract, or will utilize a standardized construction contract front end document provided by the City, and specification documents for the City to utilize for entering into a contract with the bidder selected by the City through their bidding process. Final legal review of the contract will be by the City's attorney.

We propose to provide the services as described above for a total lump sum estimated fee of **\$21,500.00** excluding direct costs (reproduction, postage, exhibits, etc) with the following breakdown:

Preliminary Engineering and Engineering Design .....	\$21,000.00
*Direct Expenses Cap.....	<u>\$500.00</u>
Total .....	\$21,500.00

\* An allowance for direct costs not to be exceeded without prior written approval by the City.

The following services are not included:

- a. Construction bidding and observation, pay request review, etc. A separate work authorization will be provided, following the completion of the inspection and design phases of the project, for bidding and construction services.
- b. Additional engineering services required by you, your representative and/or agencies beyond the normal scope of work outlined in this proposal and due to unforeseen conditions, below grade as well.
- c. All surveying fees, permit fees, testing laboratory fees, impact fees, and other incidental fees unrelated to the engineering design.

This work will be performed in accordance with good commercial, customary, and generally accepted engineering practice conducted at this time and in this geographic area. No other guarantees or warranties, expressed or implied, are provided. The work will be performed within a reasonable and expedited period of time.

**EXHIBIT "3"**  
**CONSULTANT'S HOURLY RATES**

**W. F. McCain & Associates, Inc.**

Principal Engineer	\$150.00 per hour
Senior Engineer	\$130.00 per hour
Senior Structural Engineer	\$130.00 per hour
Structural Inspection	\$ 90.00 per hour
Project Engineer	\$ 90.00 per hour
Senior Technician	\$ 90.00 per hour
Construction Manager	\$110.00 per hour
Construction Inspector	\$ 90.00 per hour
Administrative	\$ 45.00 per hour

**EXHIBIT "A"**  
**PROJECT SPECIFIC AGREEMENT**

**2015-5001**

**PROJECT SPECIFIC AGREEMENT**  
**Between**  
**THE CITY OF MARATHON, FLORIDA**  
**And**  
**W. F. McCain & Associates, Inc.**  
**For**  
**WWTP #5 Concrete Spalling Repairs**

Pursuant to the provisions contained in the "Continuing Services Agreement" between the City of Marathon, Florida (the "City") and W. F. McCain & Associates, Inc., (the "Consultant") dated October 22, 2014; 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 Continuing Engineering 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:

Consultant will provide professional engineering services and construction observation services for concrete spalling repairs associated with WWTP #5 as outlined in Exhibit "2" (and more specifically as included in the WFM project engineering bid and construction package) and as directed by the City's Utility Department.

**Deliverables include:**

- Electronic file and Auto CAD files as applicable for the project that can be incorporated into Utilities electronic file system

**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 1 year (s) or until completion of the Project, unless

otherwise terminated pursuant to the Continuing Services Agreement or other applicable provisions of this Project Specific Agreement. The City 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 Council

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**

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 \$6,970.00 including reimbursable expenses.

#### **V. Incorporation of Terms and Conditions of Continuing Service Agreement**

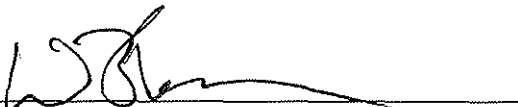
This Project Specific Agreement incorporates the terms and conditions set forth in the Continuing Services Agreement dated October 22, 2014 between the City and Consultant as though fully set forth herein. In the event that any terms or conditions of this Project Specific Agreement conflict with the Continuing 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 24<sup>th</sup> day of April, 2015.

**CONSULTANT:**

**CITY:**

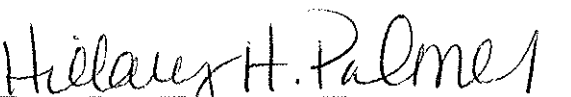
By: 

By: 

Its: President

Its: CITY MANAGER

**ATTEST:**



~~Diane Clavier, City Clerk~~

Hillary Palmer, Acting 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**

Consultant will provide professional engineering and construction observation services for concrete spalling repairs associated with WWTP #5 as assigned provided by the Utility and as directed by the Utility Manager. Additional description of services and project scope are included in Exhibit "2".

## EXHIBIT "2" SCOPE OF SERVICES AND PROJECT SCHEDULE

### Description

Consultant will provide professional engineering services on an as-needed basis for WWTP #5 concrete spalling and construction issues for the City of Marathon as shown in the construction bid package for the facility provided to the Utility and as directed by the Utility Manager from WFM. Provide construction services for the duration of the project.

### Project Schedule

CONSULTANT will begin work upon execution of this Work Authorization and as directed by the Utility Manager.

### Scope of Services

Ms. Zully Hemeyer  
Utilities Manager  
City of Marathon  
9805 Overseas Highway  
Marathon, FL 33050

**SUBJECT: PROPOSAL/CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES FOR CONSTRUCTION OBSERVATION SERVICES, OF CONCRETE SPALLING REPAIRS OF THE WWTP #5, CITY OF MARATHON, FLORIDA  
ENGINEER'S PROJECT NO. 14-156-C**

Dear Ms. Hemeyer:

At your request, W. F. McCain & Associates, Inc. (WFM) hereby submits our proposal to provide professional engineering services for the above-referenced project, which is limited to inspection and evaluation of concrete spalling at the above referenced WWTP. Based on our understanding of your project needs and the rules and regulations of Monroe County, the State of Florida and the Florida Building Code, regarding the inspection and repair of existing concrete structures, our scope of work would include the following services:

### Construction Inspection

1. WFM will provide project coordination with Mr. Mark Bombard, Construction Manager and Ms. Zully Hemeyer, Utilities Manager.
2. WFM will review and approve shop drawings concurrently with Mark Bombard, Construction Manager with the City of Marathon and track construction observation with inspection reports as inspections are called for.
3. WFM will provide inspection and construction observation for the project based on the following assumptions:
  - a) Construction time: limited to forty-five (45) days.
  - b) Weekly inspections as needed (2-3 per week).



- c) Mark Bombard Construction Manager with the City of Marathon will provide WFM with daily job presence, construction photos and notifications of needed inspections; i.e., prior to concrete pours, rebar, etc.
- 4. WFM will provide engineering services as needed for addressing any design/repair conflicts which may arise during construction. Hours will not be charged for this work if at the fault of the engineer.

Estimate of Hours

Inspector @ 2-3 visits per week, field reports, shop drawings	53 hours @ \$90.00/hr.....	\$4,770.00
Engineer, review inspection reports, (both WFM inspector & City of Marathon), final shop drawing approval, clarifications during construction, final certification	15 hours @ \$130.00/hr.....	<u>\$1,950.00</u>
..	<b>TOTAL .....</b>	<b>\$6,720.00</b>

We propose to provide the services as described above for a total upper end fee of **\$6,720.00** excluding direct costs (reproduction, postage, exhibits, etc) with the following breakdown:

*Direct Expenses Cap.....	<u>\$250.00</u>
<b>Total .....</b>	<b>\$6,970.00</b>

\* An allowance for direct costs not to be exceeded without prior written approval by the City.

The following services are not included:

- a. Additional engineering services required by you, your representative and/or agencies beyond the normal scope of work outlined in this proposal and due to unforeseen conditions, below concrete surface as well as abnormal reinforcing which may be uncovered during restoration.
- b. Design services resulting from major unforeseen existing conditions on the structures causing the scope of repair to be modified.
- c. All surveying fees, permit fees, testing laboratory fees, impact fees, and other incidental fees unrelated to the engineering construction services outlined above.

This work will be performed in accordance with good commercial, customary, and generally accepted engineering practice conducted at this time and in this geographic area. No other guarantees or warranties, expressed or implied, are provided. The work will be performed within a reasonable and expedited period of time.

**EXHIBIT "3"**  
**CONSULTANT'S HOURLY RATES**

**W. F. McCain & Associates, Inc.**

Principal Engineer	\$150.00 per hour
Senior Engineer	\$130.00 per hour
Senior Structural Engineer	\$130.00 per hour
Structural Inspection	\$ 90.00 per hour
Project Engineer	\$ 90.00 per hour
Senior Technician	\$ 90.00 per hour
Construction Manager	\$110.00 per hour
Construction Inspector	\$ 90.00 per hour
Administrative	\$ 45.00 per hour