

CITY OF MARATHON, FLORIDA
RESOLUTION 2014-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA APPROVING A PROJECT SPECIFIC AGREEMENT PURSUANT TO A CONTINUING SERVICES AGREEMENT BETWEEN THE CITY AND ADA ENGINEERING, INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO COMMUNITY PARK REUSE MIXING TANK FOR IRRIGATION, IN AN AMOUNT NOT TO EXCEED \$28,450.00; AUTHORIZING THE ACTING 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, Florida (the "City") approved Resolution 2013-12 on January 22, 2013 for the selection of professional services for architecture, professional engineering, landscape architecture, or registered surveying and mapping pursuant to the Consultants Competitive Negotiation Act (CCNA), Section 287.055, *Florida Statutes*; and

WHEREAS, ADA Engineering, Inc. ("ADA") was one of the engineering firms selected by the City to provide engineering services pursuant to a continuing services agreement authorized by Resolution 2013-12; and

WHEREAS, the City desires to issue a Project Specific Agreement to ADA to assist the City with an engineering plan for a reuse project and equipment specifications for the Community Park, in an amount not to exceed \$28,450.00.

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 Project Specific Agreement between the City and ADA for professional engineering services in an amount not to exceed \$28,450.00, 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 by the City Attorney, is hereby approved. The Acting City Manager is authorized to execute the Project Specific 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 11th DAY OF FEBRUARY, 2014.


THE CITY OF MARATHON, FLORIDA



Chris Bull, Vice Mayor

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

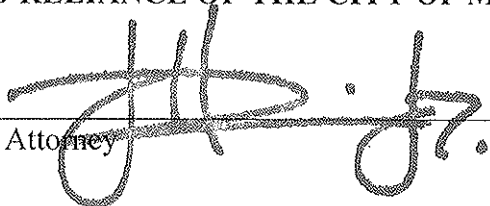
ATTEST:



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"
PROJECT SPECIFIC AGREEMENT

ADA Project No. 2014-1001

PROJECT SPECIFIC AGREEMENT
Between
THE CITY OF MARATHON, FLORIDA
And
A.D.A. Engineering, Inc.

For
Professional Services for Reuse Mixing Tank for Community Park

Pursuant to the provisions contained in the "Continuing Services Agreement" between the City of Marathon, Florida (the "City") and A.D.A. Engineering, Inc., (the "Consultant") dated February 12, _____, 2013; 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:

Deliverables include:

- Set of Drawings (ready for bid)
- Set of Specifications
- Auto CAD file for the Drawings that can be incorporated into Utilities CAD file.

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 ___ 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 Lump Sum Compensation - City agrees to pay consultant compensation for performance of all services described in Exhibit "2" in the total amount of \$28,450.00, plus reimbursable expenses not to exceed \$_____. Consultant will submit invoices for monthly progress payments in an amount equivalent to the percentage completion of the total Work.

OR

_____ 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 \$_____, plus reimbursable expenses not to exceed \$_____.

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 February _____, 2013 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.

Initials _____
Initials _____
Initials _____

□

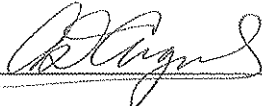
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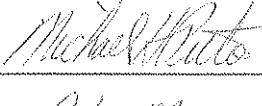
PAYMENT UNDER THIS PROJECT SPECIFIC AGREEMENT SHALL ONLY BE MADE FROM APPROPRIATIONS BUDGETED ON AN ANNUAL BASIS.

IN WITNESS WHEREOF, the parties have executed this instrument on this 5TH day of February, 2014.

CONSULTANT:

CITY:

By: 

By: 

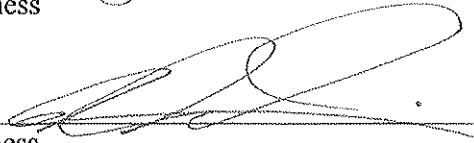
Its: PRESIDENT

Its: City Manager

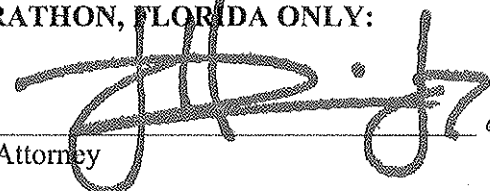
ATTEST:


Witness


Diane Clavier, City Clerk


Witness

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

Initials _____
Initials _____
Initials _____

□

□

EXHIBIT "2"
SCOPE OF SERVICES AND PROJECT SCHEDULE

Initials _____
Initials _____
Initials _____



Corporate Office
8550 NW 33rd Street, Suite 202
Doral, Florida 33122
T 305.551.4608
F 305.551.8977
www.adaengineering.com

February 3, 2014

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

Reference: Engineering Services for New Reuse Tank at Community Park

Dear Ms. Hemeyer:

A.D.A. Engineering, Inc. (ADA) is herewith submitting our scope and fee proposal to provide Professional Engineering, and Permitting services on the above referenced project on a lump sum basis. This proposal shall encompass the effort defined in the scope of work section below.

ADA's Scope of Services

Scope of services shall include and is limited to the following:

Phase 1 – Data Collection and Site Visits

ADA will perform a site visit for the purpose of assessing the existing conditions and determining the appropriate course of action during the design phase. ADA will also conduct data gathering meetings with the appropriate regulatory agencies such as Florida Department of Environmental Protection (FDEP), Florida Keys Electric (FKE), and the Florida Keys Aqueduct Authority (FKAA). ADA will also attempt to locate as-builts.

Phase 2 – Construction Documents for Reuse Tank

ADA will provide Engineering documents for a reuse and tap water mixing tank with appropriate valving, automated sampling, metering and cross connection controls, that will connect to the irrigation pumping system for the City's Community Park.

Phase 3 – Permitting Services

ADA will coordinate with the regulatory agencies such as FKAA, FDEP and the City's Building Department to obtain the necessary approvals so that the Contractor can obtain a construction permit. The Contractor will be responsible for obtaining the required construction permits.

The review time by the regulatory agencies is at their discretion and ADA is not responsible for any delays that may be incurred as a result of the agencies' review period.

Client Responsibilities

Client responsibilities shall include but not be limited to the following items:

1. Topographic survey of the subject property completed within the last 6 months. Survey must include Property lines, Public R/W, elevations of adjacent roadways and any above ground utilities. Survey to be provided in both electronic format (ACAD) and hard copy (6 sets signed and sealed).
2. Provide geotechnical results for soil borings.
3. Pay for all permit and review fees.

Assumptions

Services not outlined in this scope of services will be considered additional services. The following assumptions have been made for the purpose of this scope and fee:

1. There is no contamination on site. If contamination is found, Environmental services can be provided as additional services and with prior written approval.
2. Electrical power capabilities are on the same site where the tank is to be installed. No offsite improvements are required for electrical connection. The scope and fee does not include any coordination with FKE for a new electrical service.
3. Services not clearly identified under this scope and fee proposal are considered additional services.

Compensation

ADA's fee for the services outlined above is a lump sum of \$28,450.00 (Twenty Eight Thousand Four Hundred Fifty Dollars). A breakdown of this fee is below:

Phase	Fee Breakdown
Data Collection and Site Visit	\$5,344.00
Construction Documents	\$18,558.00
Permitting	\$4,548.00
Reimbursable expenses	*TBD
Total	\$28,450.00

*Article 11 of the contract states that printing costs are to be reimbursed at Direct Cost. Article 10 of the contract states that expenses such as mileage and meals will be reimbursed in accordance with Florida Statute 112.061.

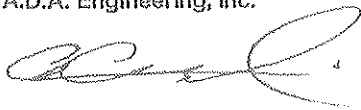
Invoices

Invoices will be based on a percent complete basis and will be sent monthly. The Client will have 10 days from the date on the invoice to notify ADA in the event that the invoice is rejected. Payment for approved invoices is expected within 30 days of the invoice date.

We look forward to working with you on this and future opportunities. If you have any questions or need additional information, please call.

Cordially,

A.D.A. Engineering, Inc.



Albert Argudin, Jr, CGC



Ms. Zully Hemeyer

