

**CITY OF MARATHON, FLORIDA
RESOLUTION 2014-84**

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 is authorized staff to execute any agreements or approve 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 12th DAY OF AUGUST, 2014.

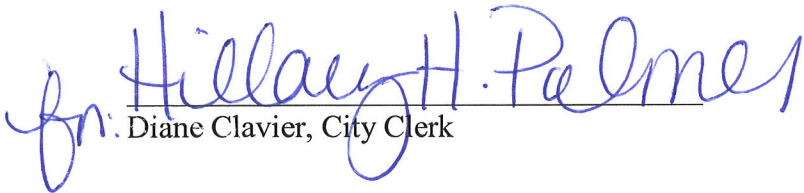
THE CITY OF MARATHON, FLORIDA



Dick Ramsay, Mayor

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

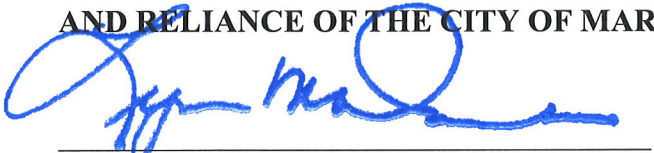
ATTEST:



for: Diane Clavier, City Clerk

(City Seal)

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



Lynn M. Dannheisser, City Attorney

EXHIBIT "A"

Item	Description	Amount
1	Kleen Rite Services – Cleaning City Hall	\$14,300/year
2	David Douglas Associates – Engineering, Design construction planning and permitting services for Avenue L	\$21,137



CITY OF MARATHON, FLORIDA

9805 Overseas Highway, Marathon, Florida 33050

Phone: (305) 743-0033 Fax: (305) 743-3667

July 23, 2014

Ms. Alexandra Henderson
Kleen Rite Services
5409 Overseas Hwy.
Marathon, FL 33050

Dear Ms. Henderson,

The City of Marathon's contract currently in effect until August 14, 2014 with Kleen Rite Services provides for two additional one year terms upon the same provisions and conditions in accordance with Section 1.3. The Marathon City Council will consider the second extension of (1) one year to the contract at their August 12, 2014 meeting.

Please indicate your mutual consent to renew this contract without any increase in the costs of services for fiscal year 2014/2015 by signing below. Thank you.

Sincerely,

Michael H. Puto
City Manager

I, Alexandra Henderson agree to a one year renewal of the contract between Kleen Rite Services and the City of Marathon without any increase in the cost of services and under the same terms and conditions of the contract for fiscal year 2014/2015.

Ms. Alexandra Henderson, Kleen Rite Services

Date

EXHIBIT "A"
PROJECT SPECIFIC AGREEMENT

ROADWAY / UTILITY
DESIGN PLANS FOR
AVENUE "L" – COCO PLUM

PROJECT SPECIFIC AGREEMENT
Between
THE CITY OF MARATHON, FLORIDA
And
DAVID DOUGLAS ASSOCIATES, INC.
For
AVENUE "L" – COCO PLUM

Pursuant to the provisions contained in the "Continuing Services Agreement" between the City of Marathon, Florida (the "City") and David Douglas Associates, Inc., (the "Consultant") dated February 7, 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:

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 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

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 \$ 20,937.00, plus reimbursable expenses not to exceed \$ 200.00 _____.

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 07, 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.

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 21st day of July, 2014.

CONSULTANT:

By: 

L. Steven Hurley, Principal

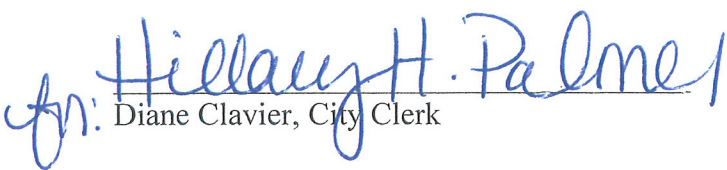
Its: Vice President

CITY:

By: 

Its: CITY MANAGER

ATTEST:


for: 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 project scope includes, but not limited to, design and permitting services for Avenue “L” – Coco Plum. Design Plans will include plan and profiles for roadway, drainage and sanitary sewer design

EXHIBIT “2”
SCOPE OF SERVICES AND PROJECT SCHEDULE

EXHIBIT A

Date: July 21, 2014

SCOPE OF SERVICES

For Miscellaneous Professional Services – Avenue “L” Coco Plum

David Douglas Associates Inc. is to provide the following Civil Engineering Services for the design, plans preparation and permitting of roadway and utility improvements for the above referenced project. The improvements generally consist of designing roadway, drainage and sanitary sewer improvements from the intersection of Coco Plum Drive and Avenue “L” for approximately 850 LF.

GENERAL UNDERSTANDING

- Initial step is to obtain topographical elevations within the Rights-of-way.
- It is anticipated that the project has been properly permitted with the South Florida Water Management District and the US Army Corps of Engineers based on documentation obtained from the City of Marathon.
- The City of Marathon will supply the Consultant with any As-Built Plans for roadway infrastructure (i.e. Underground Utilities, communications etc..)
- Sketches / legal descriptions for right of way or easement needs are not anticipated for this project. Should any agency require them the Consultant will negotiate with the Client for additional services.
- Apply for Department of Environmental Protection for General Wastewater construction Permit.
- Technical specifications generated will be included on the design plan set and reference the City of Marathon specifications.
- DDAI will coordinate initially with SFWMD to determine if a “Letter Modification” can be obtained for the improvements. Should a SFWMD modification be required, the consultant will negotiate for additional services
- Construction services are not included.

SCOPE OF WORK

TASK 1 PROJECT MANAGEMENT

This task includes project meetings, administration and coordination during the design phase of the project. Meetings and general services which are included in this task are as follows:

- One (1) Project kick-off meeting.
- One (1) general progress coordination meeting.
- One (1) pre-construction meeting with RFI responses
- Provide project coordination with the City of Marathon. This task includes general project management and other administrative services including but not limited to supervision, quality control, email correspondence, contract file set up and maintenance, phone conversations, etc.

TASK 2 SURVEY SERVICES

Consultant will provide ground survey services for topography and existing retention area cross sections within the project limits. The survey tasks will include:

- Establish horizontal and vertical control on site.
 - The basis of bearings and the coordinate system for this PROJECT will be based on the Florida State Plane Coordinate System, Florida West Zone; North American Datum.
 - The bench line will be established on the North American Vertical Datum of 1988 (NAVD 88) in English units, using existing vertical control from previous city. Benchmarks will be identified in the survey.
- Obtain existing right of way maps, existing plans, adjoining deeds, research maps and field locate monuments sufficient to establish road rights-of-way and or project limits.
 - Topographic elevations as well as all above ground improvements and evidence of underground utilities will be located. Improvement locations will include the following:

Pavement, utility poles, ditches, berms, storm sewer, sanitary sewer structures and pipes, water valve and fire hydrants, signs, all breaks in terrain.

- Quality Assurance / Quality Control of all field and office procedures.

- Topographic data will be used to validate existing As-Builts for the sounding area and the Treatment Facility.

TASK 3 LEGALS AND SKETCHES

Legal or sketch and descriptions are not anticipated for this project. Additional Services will be negotiated if required.

TASK 4 GEOTECHNICAL SERVICES

Client will supply Consultant with Geotechnical Borings for use in designing the project.

TASK 5 DESIGN PLANS

This task consists of the preparation of 11" x 17" construction drawings for the approved concept at a scale of 1" = 40'. One (1) hardcopy set and 1 pdf file will be provided for each submittal and will include the following sheets:

- Key Sheet
- Summary of Pay Items Sheet
- General Notes / Pay Item Notes Sheet
- Plan and Detail Sheets
- Erosion Control Sheet

TASK 6 PERMITTING

This task includes the design of a Sanitary Sewer System for a 4" main within the R/W of Avenue "L". Design to include services to all building lots on Avenue "L"

Prepare and submit the General Construction Permit for Water/Wastewater application along with supporting documentation including one (1) request for additional information. Client to pay for submittal fees.

TASK 7 UTILITY COORDINATION

This task will include contacting and providing information to utility providers that own or maintain facilities within and adjacent to the project area. This proposal assumes that final coordination with utility providers for relocation of their facilities will be completed as a part of the Post Design Services task. Activities include:

- Prepare initial contact letters to all affected utility owners, along with a preliminary set of plan sheets for markups by the respective utility owners.

- Attend one (1) Utility Coordination Meeting (at City with Utility Owners).

Task 8 COST OPINIONS

Consultant is to develop opinion of probable construction costs to submit with the design plans at the Final Plans submittal.

Task 9 BIDDING ASSISTANCE

Consultant will provide services to include:

- Prepare final construction plans, final engineer's construction cost opinion in accordance with the contract documents, and documents required to build the drainage improvements and related features. A plans update, one time, will be provided if requested.
- Attend and participate in a pre-bid conference, respond to bidders' inquiries regarding the drainage work and issue up to one (1) addenda, as appropriate.

TASK 10 POST DESIGN SERVICES

Post design services NOT are included in this scope of work. Should the client request Construction inspections the consultant will negotiate for additional services.

PROVISIONS OF WORK

Deliverables for this project will be the Contract Plans Package as defined by the items presented in the above mentioned tasks. The Consultant shall furnish one (1) sets of 11"x17" size plans and a pdf file for all City of Marathon plan reviews, to coordinate the design approvals. It is anticipated that design submittals will be made at the final plans phase. The Consultant shall furnish one (1) complete sets of final submittal (11"x17"), electronic set of plans in .pdf and .dwg or .dgn format as appropriate. Project and design documentation will be provided in written and electronic format as appropriate throughout the project. Consultant will supply written response to review comments after every plans phase submittal.

COMPENSATION

Certain assumptions have been made in developing the fee for services. To the extent possible, they are stated in this scope of services. If changes to the project result in changes in the level of effort presented in this scope of services, the Scope of Services and fee budget will be revised by mutual agreement.

PROJECT SCHEDULE

- Notice to Proceed – August 1, 2014 (Anticipated)
- 90% Construction plans package – September 30, 2014.
- City of Marathon Review October 15, 2014 (Review comments)
- 100% plans and SFWMD application to City of Marathon November 30, 2014.

EXHIBIT "3"
CONSULTANT'S HOURLY RATES

Company: David Douglas Associates, Inc.						
Job Position Title	QTY Required for Project	Maximum Raw Salary \$/Hour	Overhead \$/Hour	Fringe \$/Hour	Profit \$/Hour	Total Hourly Rate \$/Hour
Principal/Chief Engineer	21					\$195.00
Senior Project Manager						\$175.00
Project Manager						\$150.00
Senior Engineer	46					\$135.00
Senior Planner						\$120.00
Design Engineer						\$125.00
Senior Engineer						\$110.00
Field Inspector						\$ 95.00
Senior Technician	64					\$ 85.00
CADD Technician						\$ 80.00
Administration	10					\$ 65.00
Subconsultant Survey	\$ 4,542.00 L.S.					
Supplies and Rental Equipment:						
24" x 36" Prints B/W						\$ 3.00 each
24" x 36" Prints Color						\$20.00 each
18" x 24" Prints B/W						\$ 2.50 each
18" x 24" Prints Color						\$12.00 each
11" x 17" Prints B/W						\$ 1.25 each
11" x 17" Prints Color						\$ 4.00 each
8 ½" x 14 Prints B/W						\$.50 each
8 ½" x 14 Prints Color						\$ 3.00 each
8 ½" x 11 Prints B/W						\$.25 each
8 ½" x 11 Prints Color						\$ 2.50 each
Boat & Outboard						\$250.00 Day
Overnight travel expenses at direct cost.						
Vehicle travel allowance per IRS Standard Mileage Rates.						
Overnight shipping expense at direct cost plus 10%.						
Outside printing services direct cost plus 10%.						
Court Testimony of Professional Engineer \$275.00 per hour.						