

**CITY OF MARATHON, FLORIDA
RESOLUTION 2015-135**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AWARDED A CONTRACT FOR THE DESIGN OF "SERVICE AREAS 3 AND 6 FORCE MAIN EXTENSION #2" TO DAVID DOUGLAS ASSOCIATES, INC.; APPROVING PROJECT AGREEMENT IN THE NOT TO EXCEED AMOUNT OF \$70,420.00 FOR AREA 3 AND \$97,550.00 FOR AREA 6 FOR A TOTAL AMOUNT OF \$167,970.00; 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 David Douglas Associates, Inc. (the "Contractor") have entered into a continuing services agreement for Professional Engineering Services in February of 2013; and

WHEREAS, work authorization No. 15-0129," (the "Project Agreement") contains the scope of work to provide professional engineering services required for the design, permitting and bidding of for Area 3 and 6 Force Mains" (the "Project") dated November 2, 2015; and

WHEREAS, the City staff wish to enter into this agreement, which will enable the City to bid and construct the force main collection system in Service Areas 3 and 6.

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 DECEMBER, 2015.

THE CITY OF MARATHON, FLORIDA


Mark Senmartin, Mayor

AYES: Bartus, Coldiron, Kelly, Zieg, Senmartin
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

AREA 3 FORCEMAIN
ENGINEERING DESIGN SERVICES

PROJECT SPECIFIC AGREEMENT
Between
THE CITY OF MARATHON, FLORIDA
And
DAVID DOUGLAS ASSOCIATES, INC.
For
Area 3 Force Main Engineering Design and Permitting Services

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 7th, 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 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 1 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. 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 \$ 69,920.00, plus reimbursable expenses not to exceed \$ 500.00.

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 7th, 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 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 30th day of OCTOBER, 2015.

CONSULTANT:

By: 
L. Steven Hurley, Principal
Its: Vice President

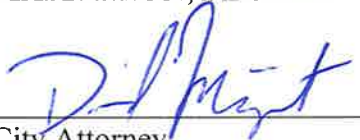
CITY:

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 Consultant (DDAI) will provide professional engineering services required for the design, permitting and bidding of a conveyance force main from 11th Street to Marriott Hotel Force Main. Engineering Design and Permitting will include sizing of the Force Main for commercial sites along the corridor totaling 995 EDU's as identified by the City of Marathon.

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

EXHIBIT A

Date: October 27, 2015

SCOPE OF SERVICES

For Area 3 Force Main –Engineering Design and Permitting Services

David Douglas Associates Inc. is to provide the following Engineering Design and Permitting Services for the above referenced project

GENERAL UNDERSTANDING

- City of Marathon to Provide survey data as required along the corridor for the proposed force main
- City of Marathon to Provide geotechnical Data as required along the corridor for the proposed force main
- Prepare 60% design plans for the proposed force main including plan and profiles
- Prepare and submit plans and necessary documentation for FDEP permitting based on the City of Marathons review comments.
- Submit 100% design plans and specifications, including a 100% construction cost estimate for bidding and procurement
- Provide the City of Marathon with technical assistance during the procurement efforts toward obtaining a contractor for the project work during the selection process. Technical Assistance will include, but not limited to, attendance at pre-proposal meeting, responding to bidders RFI's and provide support to the City's Selection Committee.
- Construction Administration and Inspections are NOT included. However, the City may wish to request Consultant provide those services at a later date.

SCOPE OF WORK

TASK 1 PROJECT MEETINGS and COORDINATION

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:

- Attend general progress and staff coordination meetings.

- Project kick-off meeting and site visit

TASK 2 SURVEY

The City of Marathon will provide the Consultant with a route survey of the force main in digital format. Digital Format will be generated using 3D Civil ACAD.

The Consultant will provide assistance to the Surveyor as necessary to ensure adequate information will be obtained.

TASK 3 GEOTECHNICAL

The City of Marathon will provide Consultant with geotechnical data as required along the alignment of the proposed force main.

TASK 4 60% 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 Profiles
- Details, MOT and Erosion Control Sheet
- Construction Cost Estimate

TASK 5 PERMITTING

DDAI will prepare and submit Florida Department of Environmental Protection application as necessary for the permitting of the Force main. The application will be prepared based on 60% review comments from the City. All application fees will be paid by the City.

DDAI will respond to FDEP RAI comments as necessary

TASK 6 100% DESIGN PLANS

DDAI will prepare 100% (Final) plans based on final FDEP permitting and any City comments. Final design plans will be used to generate Construction Cost Opinion and Specifications necessary for bidding and procurement.

TASK 7 BIDDING SERVICES and RFI's

DDAI will provide the City with Bidding Services including RFI responses to Contractors during the process. DDAi will attend the Pre-proposal meeting, prepare responses to bidders questions and/or provide assistance for the selection committee.

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

- As coordinated with the City of Marathon

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						\$195.00
Senior Project Manager						\$175.00
Project Manager						\$150.00
Senior Engineer						\$135.00
Senior Planner						\$120.00
Design Engineer						\$125.00
Senior Engineer						\$110.00
Field Inspector						\$ 95.00
Senior Technician						\$ 85.00
CADD Technician						\$ 80.00
Administration						\$ 65.00
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.						

EXHIBIT "A"
PROJECT SPECIFIC AGREEMENT

AREA 6 FORCEMAIN
ENGINEERING DESIGN SERVICES

PROJECT SPECIFIC AGREEMENT

Between

THE CITY OF MARATHON, FLORIDA

And

DAVID DOUGLAS ASSOCIATES, INC.

For

Area 6 Force Main Engineering Design and Permitting Services

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 7th, 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 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 1 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. 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 \$ 97,050.00, plus reimbursable expenses not to exceed \$ 500.00.


V. Incorporation of Terms and Conditions of Continuing Service Agreement

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CONSULTANT:

By: 
L. Steven Hurley, Principal
Its: Vice President

CITY:

By: 
Its: CITY MANAGER

ATTEST:


Diane Clavier, City Clerk

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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 Consultant (DDAI) will provide professional engineering services required for the design, permitting and bidding of a conveyance force main from Holiday Inn / US 1 to Avenue "D" / Coco Plum Drive. Engineering Design and Permitting will include sizing of the Force Main for commercial sites along the corridor totaling 228 EDU's as identified by the City of Marathon.

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

EXHIBIT A

Date: October 27, 2015

SCOPE OF SERVICES

For Area 6 Force Main –Engineering Design and Permitting Services

David Douglas Associates Inc. is to provide the following Engineering Design and Permitting Services for the above referenced project

GENERAL UNDERSTANDING

- City of Marathon to Provide survey data as required along the corridor for the proposed force main
- City of Marathon to Provide geotechnical Data as required along the corridor for the proposed force main
- Prepare 60% design plans for the proposed force main including plan and profiles
- Prepare and submit plans and necessary documentation for FDEP and FDOT permitting based on the City of Marathons review comments.
- Submit 100% design plans and specifications, including a 100% construction cost estimate for bidding and procurement
- Provide the City of Marathon with technical assistance during the procurement efforts toward obtaining a contractor for the project work during the selection process. Technical Assistance will include, but not limited to, attendance at pre-proposal meeting, responding to bidders RFI's and provide support to the City's Selection Committee.
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- Key Sheet
- Summary of Pay Items Sheet
- General Notes / Pay Item Notes Sheet
- Plan and Profiles
- Details, MOT and Erosion Control Sheet
- Construction Cost Estimate

TASK 5 PERMITTING

DDAI will prepare and submit Florida Department of Environmental Protection and Florida Department of Transportation (Utility Only) application as necessary for the permitting of the Force main. The application will be prepared based on 60% review comments from the City. All application fees will be paid by the City.

DDAI will respond to FDEP and FDOT RAI comments as necessary

TASK 6 100% DESIGN PLANS

DDAI will prepare 100% (Final) plans based on final FDEP and FDOT permitting and any City comments. Final design plans will be used to generate Construction Cost Opinion and Specifications necessary for bidding and procurement.

TASK 7 BIDDING SERVICES and RFI's

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Senior Engineer						\$135.00
Senior Planner						\$120.00
Design Engineer						\$125.00
Senior Engineer						\$110.00
Field Inspector						\$ 95.00
Senior Technician						\$ 85.00
CADD Technician						\$ 80.00
Administration						\$ 65.00
Supplies and Rental Equipment:						
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24" x 36" Prints Color						\$20.00 each
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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.						

