

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2015-16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING PROJECT AGREEMENT WITH WADE TRIM, INC., FOR PROJECT MANAGEMENT, PROGRAM PLANNING AND PRELIMINARY ENGINEERING FOR CITY UTILITY PROJECTS, IN AN AMOUNT NOT TO EXCEED \$447,232; AUTHORIZING THE CITY MANAGER EXECUTE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Marathon (the “City”) will utilize alternative project delivery methods for the Utility Projects and hire one or more firms using a combination of Design-Build or Progressive Design-Build Contractor, and/or Construction Manager at-Risk to construct the Utility Project improvements, and;

**WHEREAS**, the City Council directed the City Attorney, City Manager and City Staff to negotiate a project specific scope of services agreement (the “Project Agreement”) with Wade Trim, Inc. (“Wade”) for design build owner’s representative services for the City Utility Projects; and

**WHEREAS**, the City Council hereby approves the Project Agreement for Project Management, Program Planning and Preliminary Design and Procurement Services for City Utility Projects, In An Amount Not To Exceed \$447,232 and authorizes the City Manager to execute the Project Agreement as provided on Exhibit “A.”

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

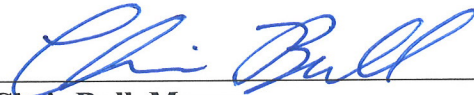
**Section 1.** The above recitals are true and correct and incorporated herein.

**Section 2.** The City Council hereby approves the Project Agreement Project Management, Program Planning and Preliminary Design and Procurement Services for City Utility Projects, In An Amount Not To Exceed \$447,232 and authorizes the City Manager to execute the Project Agreement as provided on Exhibit “A.”

**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 10<sup>TH</sup> DAY OF FEBRUARY, 2015.**

**THE CITY OF MARATHON, FLORIDA**

  
\_\_\_\_\_  
**Chris Bull, Mayor**

AYES: Keating, Kelly, Senmartin, Zieg, Bull  
NOES: None  
ABSENT: None  
ABSTAIN: None

**ATTEST:**

  
\_\_\_\_\_  
Diane Clavier, City Clerk

(City Seal)

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

  
\_\_\_\_\_  
Valerie Haber, City Attorney

# **PROJECT AGREEMENT**

Between

**CITY OF MARATHON, FLORIDA**

And

**WADE TRIM, INC.**

for

**Project Agreement No. 1**

**OWNER'S REPRESENTATIVE DESIGN BUILD CRITERIA SERVICES FOR  
WASTEWATER UTILITY IMPROVEMENT PROJECTS ("Project")**

February 24, 2015

## **EXHIBIT "1"**

### **Project Description**

The City of Marathon (CITY) is comprised of approximately 6,187 residences and 1,589 businesses with a total population of 8,297. The CITY is located in the heart of the Florida Keys which are comprised of a nationally significant and beautifully unique marine ecosystem within conservation areas known as the Florida Keys National Marine Sanctuary. The State of Florida, as part of Chapter 380, 2010 Florida Statutes, identified the Florida Keys as an area of critical concern to land and water management.

The CITY has completed various capital improvement projects, including the installation of a wastewater system with multiple components. Various additional utility improvements (collectively, the "Project") are intended to complement these prior capital improvements and establish a managed wastewater collection and treatment system capable of meeting the State's advanced wastewater treatment effluent standards. Completion of the Project is an integral part of the CITY's efforts to provide wastewater services to all properties, expand services for redevelopment, and include a comprehensive maintenance program and mechanisms to protect and improve water quality for the environment, visitors, businesses, and residents of Marathon.

The following is an overall summary of the Project:

- Design and construction of a Utilities Maintenance Facility to house wastewater equipment, maintenance, supplies, including a laboratory and office space for wastewater staff;
- Expansion of the existing wastewater collection system to provide services to City's customers;
- Design and installation of City-wide monitoring system that will allow for identification and rapid response to the wastewater operations system; and
- Completion of the existing reuse distribution system allowing for extension of the City-wide reclaimed water system.

## **EXHIBIT "2"**

The CITY will utilize alternative project delivery methods and hire one or more firms using a combination of a Design-Build and/or Progressive Design-Build Contractor (DB CONTRACTOR) to construct the Project improvements identified in Exhibit "1". Wade Trim, Inc. shall function as Owner's Representative (OWNER'S REP), and act as the CITY'S agent with regard to all aspects of this scope of services. Hence, the OWNER'S REP will serve as the focal point of contact with the selected DB CONTRACTOR. However, the CITY will retain contractual agreement responsibilities with the DB CONTRACTOR. The OWNER'S REP will report directly to the CITY's Utilities Manager and such other persons as directed by the City Manager.

The OWNER'S REP duties are broken down into the following eight (8) tasks:

- Task 1 – Project Management and Technical Assistance
- Task 2 – Program Planning Services
- Task 3 – Preliminary Design and Procurement Services
- Task 4 – Design Phase Management Services
- Task 5 – Operations and Maintenance Services
- Task 6 – Construction Phase Management Services
- Task 7 – Grant and Funding Support Services
- Task 8 – Project Controls Management Services

### **Scope of Services and Project Schedule**

The first step in delivering the OWNER's REP services will be to initiate portions of the work in Task 1 – Owner's Representative Services, Task 2 – Program Planning Services, and Task 3 – Preliminary Design and Procurement Services; to provide support to CITY staff, develop a Program Plan, and complete a Design Criteria Package (DCP) and begin procurement for the Utility Maintenance Facility. A description of the tasks associated with this work is as follows:

## **TASK 1 – OWNER’S REPRESENTATIVE SERVICES**

During the course of the Program, the CITY anticipates needing the professional services of the OWNER’S REP to assist with evaluating and/or assessing information that is critical to the operation of the Utility. This phase of the Program provides the OWNER’S REP with the ability to assist the CITY in this capacity as described below.

### **Task 1.1 – Miscellaneous Services**

The OWNER’S REP will provide the CITY as-needed technical assistance with the following services:

- Attending monthly City Council meetings and workshops, to address any discussions, questions, or issues that arise during the meetings with regards to the Project;
- Providing technical assistance pertaining to the operation and maintenance of the Utility and its facilities as needed;
- Assisting with the preparation of FDEP permit renewals for the CITY’S facilities, attending meetings with jurisdictional agencies, and assisting the CITY with subsequent requests for information;
- Assisting the City with the review and development of policies pertaining to re-development and service connections within the wastewater and reclaimed water service areas; and
- Providing as-needed assistance at the direction of the Utilities Manager.

#### Task 1 Deliverables

- Meeting summaries as required for attended meetings
- Technical data, calculations, support documentation prepared while providing technical assistance at the Utilities Manager’s direction

### Task 1 Schedule

- On-going through the duration of this Work Authorization

## **TASK 2 – PROGRAM PLANNING**

The Program Plan (the “Plan”) will assess the condition of the existing wastewater and reclaimed water facilities, develop a hydraulic model of the collection systems and assess the existing capacity, identify future capital and capacity needs for the system, and develop a capital improvement program and schedule to deliver the improvements to the wastewater facility. This phase of the program will deliver the Draft Plan within four months of notice-to-proceed for CITY review and comment.

After the initial three month period, an additional month may be required for review, comment, and preparation of the final Plan. Tasks to complete the Plan are as follows:

### **Task 2.1 – System-Wide Facilities Data Evaluation**

The OWNER’s REP will obtain and review available system-wide as-built information, permits, operations data, and other pertinent documents on the CITY’s wastewater treatment and collection facilities. Facilities data will be compiled and summarized according to each service area.

### **Task 2.2 – Capacity Analysis**

The OWNER’s REP will develop a capacity analysis for each of the CITY’s wastewater treatment facilities and the CITY’s wastewater collection systems. The capacity analysis will be based on the most current permitted capacity of each wastewater treatment plant. The capacity analysis will address major treatment processes, pump stations, residuals processing and disposal, water reuse and effluent disposal facilities. Hydraulic evaluations will be conducted of the CITY’s vacuum and low pressure collection systems and the force mains for the purpose of evaluating system capacity in each service area. A wastewater flow and load forecast for each service area will also be conducted based on existing connections plus all proposed future developments. Existing conditions will be evaluated based on monthly average daily flows, 3-

month average daily flows, and annual average daily flows. Population projections, redevelopment data, existing wastewater flow records, and the CITY's available future land use maps will be used to project annual average daily flows. Information pertaining to future developments will be discussed and obtained from the CITY's Utility and Planning Departments for the purpose of identifying any discrepancies for resolution. The capacity analysis document will be provided to the City in a format that can be amended by the Utility Department as redevelopment permits are submitted to the City for the purpose of tracking capacity changes in the wastewater system for each wastewater service area.

### **Task 2.3 – Condition Assessment**

The OWNER's REP will conduct a Condition Assessment of each of the CITY's Wastewater Treatment Facilities (WWTFs). Permitted capacities of each existing WWTFs will be evaluated as well as conducting an evaluation of each WWTF's liquid process stream, solids process stream, effluent pumping and disposal, sludge disposal, and process control systems. The Condition Assessment will include a visual inspection of the major equipment components at the CITY's WWTFs, interviews with CITY staff and operations personnel, numerical ranking of equipment component condition, and a description of needed improvements.

The OWNER's REP will also conduct a Condition Assessment of the CITY's vacuum pump stations and operations.

The OWNER's REP will also conduct an evaluation of the CITY's existing reclaimed water infrastructure (distribution and pumping infrastructure) in each service area, including the identification of additional potential large users in each service area.

### **Task 2.4 – Capital Improvement Plans**

Based on results of Task 2.1, 2.2 and 2.3, the OWNER's REP will develop a Utility Capital Improvement Plan which identifies and describes the technical aspects of each capital improvement project as it pertains to process capacity improvements, reliability improvements, and system maintenance. Capital improvements will also include the identification of required



reclaimed water infrastructure needed for serving both potential and existing reclaimed water customers in each service area.

The OWNER's REP will prepare preliminary engineering cost estimates for each of the identified capital improvement projects in the Program. Project Delivery Methods will be identified for each capital improvement project (CIP). CIPs which can be combined for procurement purposes will also be identified. Based on the identification of Project Delivery Methods, project schedules will be developed for implementing each individual procurement package needed to complete the work.

### **Task 2.5 – Program Plan**

A Draft Program Plan Report will be prepared which incorporates the results of each planning task effort described herein, establishes the steps, schedule and implementation strategy for each of the identified improvements, and discusses potential additional funding sources provided by the CITY. The Draft Report will be submitted to the CITY for review and comment. A meeting will be held with the OWNER's REP and the CITY to discuss and review comments received from the CITY on the Draft Report. A Final Program Plan Report will be prepared incorporating comments discussed and agreed upon and submitted to the CITY.

### Task 2 Deliverables

- A Capacity Analysis Report and hydraulic model;
- A Condition Assessment Report;
- A Capital Improvement Plan; and
- A Program Plan.

### Task 2 Deliverable Schedule

- Final Capacity Analysis Report – 3 months after notice-to-proceed
- Final Condition Assessment Report – 4 months after notice-to-proceed

- Final Capital Improvement Plan – 4 months after notice-to-proceed
- Draft Program Plan – 4 months after notice-to-proceed
- Final Program Plan – 1 month after draft submittal

**TASK 3 – PRELIMINARY DESIGN AND PROCUREMENT (UTILITY MAINTENANCE BUILDING)**

Concurrently with the development of the Program Plan, a DCP for the Utility Maintenance Facility will be prepared and initial efforts undertaken to procure a DB CONTRACTOR. This initial phase will include developing an RFQ document, developing a draft Design-Build agreement for CITY review and comment, support the evaluation of received statement of qualifications, and shortlisting potential DB CONTRACTORS to deliver the Utility Maintenance Facility. This work will be completed within three months from notice-to-proceed.

**Task 3.1 – Develop Utility Maintenance Facility Design Criteria Package**

OWNER’s REP shall prepare and submit a draft DCP to the CITY for review and comment. The draft DCP will provide a document for proposers to submit DB proposals for the design and construction of a Utility Maintenance Facility as follows:

3.1.1 Utilities Maintenance Facility will house wastewater equipment, maintenance, supplies, including a laboratory and office space for wastewater staff. The proposed building is estimated at 10,000 square feet to be constructed on City-owned property located at 104<sup>th</sup> Street Ocean, Marathon, Florida. The facility will be partially shared with the Public Works Department (30%) and the costs will be prorated.

3.1.2 The DCP and procurement documents shall be prepared to require all proposers to submit proposals reflecting a similar scope of work so that proposals can be easily compared.

3.1.3 The following work shall be included in the DCP:

3.1.3.1 The draft DCP will be developed and submitted to the CITY consisting of:

- a. The Design Criteria Package (DCP) for the project as required to comply with Section 287.055, Florida Statutes.
- b. Conceptual drawings and specifications (Division 1 through 16) available from CITY standard front end documents.
- c. The DCP shall address DB responsibilities as applicable related to:
  - Development of topographic surveys and geotechnical testing;
  - Required easements, if necessary;
  - Schedule and milestones implementation requirements for project components;
  - Performance Criteria Standards for the installed work;
  - General design standards;
  - Design and construction of support utilities such as water service, sewer, storm water, electrical, data, etc.;
  - Conformance to pertinent building codes;
  - Landscaping;
  - Maintenance of traffic requirements;
  - Restoration criteria for above and below grade improvements;
  - Public Notification and Information participation requirements;
  - Coordination with existing encroachments into the public right-of-way;
  - Coordination of conflicts with above and below grade utilities and improvements
  - Attainment of approvals/permits from all jurisdictional authorities, including fees;
  - Resident complaint resolution procedures; and
  - Startup, maintenance manuals, and close out documentation criteria and CITY acceptance.

2. OWNER's REP will hold a Project Kickoff meeting with the CITY for the purpose of reviewing schedule, documentation requirements and deliverables associated with the Work. Monthly progress and as-needed meetings will be held with the CITY staff for the purpose of producing design standards and preferences from CITY staff, presenting progress-to-date on the preparation of the DCP, and obtaining any necessary clarifications that may be required by OWNER's REP.
3. OWNER's REP will develop preliminary layout drawings to be included in the DCP depicting CITY staff's preferred layout and sizing requirements of the Utility Maintenance Facility. The drawings will be "sketch" format only depicting plan view of the proposed footprint of the building.
4. OWNER's REP will prepare and submit a Draft DCP to the CITY for review and comment.
5. OWNER's REP shall attend meetings, as required with the CITY to review and update the Draft DCP as needed to incorporate into the RFP document. Review meetings will be conducted with CITY staff.
6. Based on comments received from the review of the Draft DCP; OWNER's REP will incorporate comments and submit a Final DCP to the CITY. The Final DCP will be signed and sealed by a Wade Trim licensed professional engineer.

### **Task 3.2 – Procurement Support for DB CONTRACTOR**

OWNER's REP will assist the CITY in preparing a draft Design-Build contract agreement for use between the CITY and the selected DB CONTRACTOR for the Utility Maintenance Facility. The draft contract agreement will be submitted to the CITY for review and comment.

OWNER's REP will assist the CITY in preparing procurement documents including a Request For Qualifications (RFQ) and a Request For Proposals (RFP).

OWNER's REP will assist the CITY in the development of an RFQ document to shortlist responding firms for the implementation of the CITY's Utility Maintenance Facility. OWNER's REP will also participate in the CITY's Evaluation Committee in the review and evaluation of submitted responses to the RFQ.

OWNER's REP will assist the CITY in the development of a draft RFP document to support the selection of a firm to deliver services for the implementation of the CITY's Utility Maintenance Facility. The RFP will be developed only in draft form under this Work Authorization and completed under a later Work Authorization after the DCP is complete and a short-list of potential proposers is developed.

#### Task 3 Deliverables

- Draft Design Criteria Package;
- Final Design Criteria Package;
- Utility Maintenance Building Preliminary Layout Drawings;
- Draft Design-Build Agreement;
- RFQ Evaluations w/ Committee;
- Draft RFP; and
- Final RFP.

#### Task 3 Deliverable Schedule

- Draft Design Criteria Package – 3 months after notice-to-proceed
- Final Design Criteria Package – 4 months after notice-to-proceed
- Utility Maintenance Building Preliminary Layout Drawings –3 months after notice-to-proceed

- Draft Design-Build Contract Agreement – 4 months after notice-to-proceed
- Draft RFP – 4 months after notice-to-proceed
- Final RFP – 6 months after notice-to-proceed

**EXHIBIT “3”**

**Payment Schedule**

The OWNER’s REP will submit invoices to the CITY on a monthly basis for actual services rendered and costs incurred for the performance of its services under this Work Authorization. Fees shall be based upon the OWNER’s REP hourly rates as specified in the Continuing Services Agreement. At present, the following budgets are established for the above Tasks. However, funds from these tasks can be shifted between tasks included in this Work Authorization should some tasks require additional effort than originally planned.

<b>Task</b>	<b>Hourly Not-to-exceed Compensation</b>
<b>Task 1 – OWNER’S REPRESENTATIVE SERVICES</b>	
<b>Task 1.1 – Miscellaneous Services</b>	\$35,084.00
<b>Task 2 – PROGRAM PLANNING</b>	
<b>Task 2.1 – System-Wide Facilities Data Evaluation</b>	\$12,000.00
<b>Task 2.2 – Capacity Analysis</b>	\$221,060.00
<b>Task 2.3 – Condition Assessment</b>	\$29,880.00
<b>Task 2.4 – Capital Improvement Plan</b>	\$35,680.00
<b>Task 2.5 – Program Plan</b>	\$26,184.00
<b>Task 3 – PRELIMINARY DESIGN AND PROCUREMENT</b>	
<b>Task 3.1 – Develop Utility Maintenance Facility DCP</b>	\$44,376.00
<b>Task 3.2 – Procurement Support</b>	<u>\$42,968.00</u>
TOTAL	\$447,232.00
Hourly Not To Exceed Total	

**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 FEBRUARY, 2015, which will serve as the Project Agreement's Notice-To-Proceed.

**CONSULTANT:**

By: Thomas S. Byrd  
Its: EXECUTIVE VICE PRESIDENT

**CITY:**

By: Michael H. Hutto  
Its: CITY MANAGER

**ATTEST:**

Diane Clavier  
Diane Clavier, City Clerk

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

V. Haber / DC  
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.