

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2015-34**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND CHEN MOORE AND ASSOCIATES, INC., FOR ENGINEERING SERVICES RELATED TO PERMIT RENEWAL AND MODIFICATION FOR THE CITY'S GRASSY KEY AREA 7 WASTEWATER TREATMENT FACILITY, IN AN AMOUNT NOT TO EXCEED \$30,000; 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, 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;

**WHEREAS**, the City desires to engage the professional engineering services of Chen Moore and Associates, Inc. ("Chen") to assist with the statutorily required five-year permit renewal application, preparation of engineering reports and modifications for the City's Grassy Key Area 7 Wastewater Treatment Facility, through a professional services agreement in the amount of \$30,100.

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

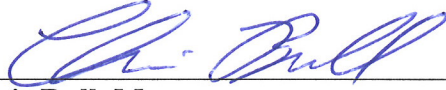
**Section 1.** The above recitals are true and correct and incorporated herein.

**Section 2.** The agreement between the City and Chen for professional engineering services in an amount not to exceed \$30,000, 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 City Manager is authorized to execute the 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 24<sup>th</sup> DAY OF MARCH, 2015.**

**THE CITY OF MARATHON, FLORIDA**



**Chris Bull, Mayor**

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

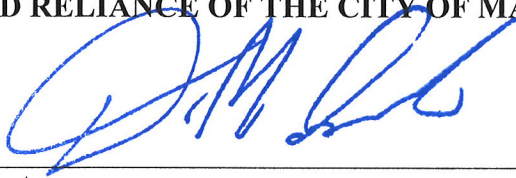
**ATTEST:**



**Diane Clavier, City Clerk**

(City Seal)

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



**City Attorney**

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

**Project No. 2015-3000**

**PROJECT SPECIFIC AGREEMENT**  
**Between**  
**THE CITY OF MARATHON, FLORIDA**  
**And**  
CHEN MOORE AND ASSOCIATES, INC.

**For**  
GRASSY KEY AREA 7 WASTEWATER FACILITY  
PERMIT RENEWAL & MODIFICATION

Pursuant to the provisions contained in the “Continuing Services Agreement” between the City of Marathon, Florida (the “City”) and Chen Moore & Associates, (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:

- A. Grassy Key Area 7 Wastewater Facility Permit Renewal application and permit modification to include:
  - 1. Wastewater Facility description and locational information including service area and including map;
  - 2. Preliminary Design Report;
  - 3. Capacity Report (Design Flow);
  - 4. Operations and Maintenance Performance Report;
  - 5. Reuse operating protocol and modification request;
  - 6. Modification to Residuals Section, including treatment facility biosolids plan, data analysis report (including sludge analysis and all land application facility disposal options including Fort Meade, Black Point and Layton sites);
  - 7. Injection well integrity report / Engineering & Hydrologic Data for Class V operation;

**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 Lump Sum Compensation - City agrees to pay consultant compensation for performance of all services described in Exhibit "2" in the total amount of \$29,420.00, plus reimbursable expenses not to exceed \$580.00. 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 \_\_\_\_\_, 20\_\_ 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 25 day of March, 2015

**CONSULTANT:**

By:   
Ben H. Chen  
Its: Chairman

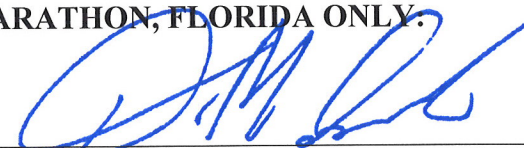
**CITY:**

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**

Consultant will provide professional engineering services necessary to complete a permit renewal and modification for the Grassy Key Area 7 Wastewater Facility Permit and submit to the Florida Department of Environmental Protection, to include but not limited to permitting review with the FDEP and wastewater system collection system capacity reporting, design reviews, analysis of data or fulfill specific requests as required for the FDEP, and as assigned and required by the Utility Manager to the complete the permit renewal and modification.

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

CONSULTANT will begin work upon execution of this Work Authorization and notice to proceed by the Utility Manager, in the time frame as requested for the requirements herein.  
*(See attached)*



**EXHIBIT "3"**

**COMPENSATION**

The total lump sum fee for this project will be divided as follows and will be billed on a percentage of completion each month:

<u>Task 1 – Evaluate the Construction Drawings and the Record Drawings</u>	<u>\$29,420.00</u>
Total	\$29,420.00

The following reimbursable expenses for this project will be billed at actual cost each month and is presented below as a not to exceed budget amount:

<u>Reimbursable Costs</u>	<u>\$580.00</u>
Total	\$580.00

The total not to exceed amount is \$30,000.00

**CONSULTANT'S HOURLY RATES**  
**(Per Continuing Engineering Services Agreement Dated 2/12/13)**

<b>Professional Services</b>	<b>Hourly Rates</b>
Project Administrator/Clerical	\$60.00
Technician	\$75.00
Senior Technician/Designer	\$90.00
Engineer	\$90.00
Construction Specialist	\$95.00
Project Engineer/Project Designer	\$100.00
Project Landscape Architect	\$100.00
Senior Construction Specialist	\$125.00
Senior Engineer	\$150.00
Senior Landscape Architect	\$150.00
Senior Project Manager	\$165.00
Principal	\$210.00