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**CITY OF MARATHON, FLORIDA
RESOLUTION 2015-43**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING PROJECT AGREEMENT WITH WADE TRIM, INC., FOR ENGINEERING DESIGN, PERMITTING AND BID SERVICES FOR THE MARRIOTT AND OTHER COMMERCIAL PROJECTS IN WASTEWATER SERVICE AREA 3, IN AN AMOUNT NOT TO EXCEED \$142,000; AUTHORIZING THE CITY MANAGER EXECUTE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Marathon, Florida (the “City”) approved Resolution 2015-16 on February 10, 2015 for a Continuing Agreement for Design Build Owner’s Representative Services for the City’s grant funded Utility Projects pursuant to the Consultants Competitive Negotiation Act (CCNA), Section 287.055, *Florida Statutes*; and

WHEREAS, the City of Marathon (the “City”) requires engineering design, permitting and bid services for the Marriott and other commercial projects in Wastewater Service Area 3 to construct one of the Utility Project improvements on a fast track, and

WHEREAS, the City Council hereby approves the Project Agreement for Engineering Design, Permitting and Bid Services for the Marriott and Other Commercial Projects in Wastewater Service Area 3, In An Amount Not To Exceed \$142,000 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:

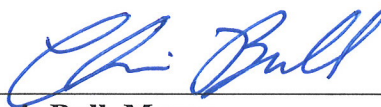
Section 1. The above recitals are true and correct and incorporated herein.

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 \$142,000 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 14TH DAY OF APRIL, 2015.

THE CITY OF MARATHON, FLORIDA



Chris Bull, Mayor

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

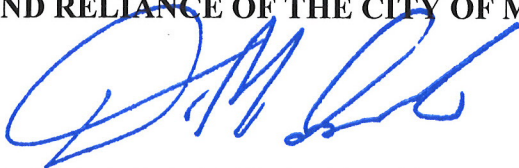
ATTEST:



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:



City Attorney

EXHIBIT "A"
PROJECT SPECIFIC AGREEMENT

2015-002

PROJECT SPECIFIC AGREEMENT
Between
THE CITY OF MARATHON, FLORIDA

And
WADE TRIM, INC.

For
OWNERS REPRESENTATIVE DESIGN BUILD CRITERIA SERVICES FOR CITY UTILITY PROJECTS

Pursuant to the provisions contained in the "Continuing Services Agreement" between the City of Marathon, Florida (the "City") and WADE TRIM, INC., (the "Consultant") dated February 10, 2015; 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:

- 60% Design Drawings and Preliminary Construction Cost Estimate;
- 100% Design Drawings, Specifications, and Final Construction Cost Estimate; and
- Permitting Assistance; and
- Bidding Services.

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

 Lump Sum Compensation - City agrees to pay consultant compensation for performance of all services described in Exhibit "2" in the total amount of \$, 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

 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 \$102,400.00, plus reimbursable expenses not to exceed \$40,000.00.

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 10, 2015 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 14 day of April, 2015

CONSULTANT:

By: Thomas S. Byrd
Its: 4/9/15

CITY:

By: Michael 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:**

[Signature]
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 require for the design, permitting and bidding of a lift station and conveyance force main from the proposed Marriott hotel and Bluewater motel sites, and include engineering and permitting required for sizing of the force main of this property and other commercial properties located on Overseas Highway to the Service Area 3 Wastewater Treatment Plant (WWTP) located at 4095 Overseas Highway in Marathon, Florida.

EXHIBIT "2"
SCOPE OF SERVICES AND PROJECT SCHEDULE

CONSULTANT agrees to begin work upon execution of this Work Authorization as directed by the Utility Manager and will perform the following tasks required for the design, permitting and bidding of the lift station and conveyance force main:

- Obtain required survey information along the proposed force main route along Overseas Highway to the Service Area 3 WWTP;
- Obtain geotechnical data as required along the alignment of the proposed force main and at the Marriott pump station site;
- Prepare 60% design plans for the proposed force main and lift station in plan and profile view;
- Provide a 60% plan submittal and construction cost estimate for the City's review and comment;
- Based on City's comments received from the 60% submittal, prepare and submit plans and all necessary documentation required for FDEP permitting;
- Upon FDEP approval of the project, submit 100% design plans and specifications, including a 100% construction cost estimate, to the City for bidding and procurement; and
- Provide the City with technical assistance during the procurement efforts toward obtaining a contractor for the project work during the selection process. Assistance effort will include attendance at a pre-proposal meeting, responding to bidder's questions, and providing support to the City's selection committee.



CITY OF MARATHON
 WORK ASSIGNMENT NO. 2
 BUDGET FOR SERVICE AREA 3 LIFT STATION AND FORCE MAIN ALONG US 1 TO WASTEWATER TREATMENT PLANT

4/7/2015

Task No.	Task Description	Senior Principal	Project Manager	PE III	PE III	PE II	Engineer I	Tech VI (CADD)	Project Aide I	Total Man-Hours	Total Labor Cost	Est. Other Direct Cost	Total Est. Cost
	2015 Hourly Rates	\$ 250.00	\$ 165.00	\$ 212.00	\$ 212.00	\$ 150.00	\$ 90.00	\$ 130.00	\$ 72.00				
Task 1	Kickoff Meeting and Document Review												
1.2	Project Kickoff Meeting and Site Visit	4	8	8	8					28	\$ 5,712.00	\$ -	\$ 5,712.00
1.3	Review Project Data	4		4	4					12	\$ 2,696.00	\$ -	\$ 2,696.00
	Task 1 Subtotal	8	8	12	12	0	0	0	0	40	\$ 8,408.00	\$ -	\$ 8,408.00
Task 2	60% Design Phase												
2.2	Survey and SUE		12	2	4					18	\$ 3,252.00	\$ 38,000.00	\$ 41,252.00
2.3	60% Design Documents		16	40	24	16	32	120	8	256	\$ 37,664.00	\$ -	\$ 37,664.00
2.4	Preliminary Cost Estimate		4	4	2					10	\$ 1,932.00	\$ -	\$ 1,932.00
2.5	QA/QC Review	8		2						10	\$ 2,424.00	\$ -	\$ 2,424.00
2.6	Deliverables and Review Meeting		8						8	16	\$ 1,896.00	\$ 500.00	\$ 2,396.00
	Task 2 Subtotal	8	40	48	30	16	32	120	16	310	\$ 47,168.00	\$ 38,500.00	\$ 85,668.00
Task 3	100% Design Phase												
3.1	100% Design Documents		16	24	16	8	16	40	8	128	\$ 19,536.00	\$ -	\$ 19,536.00
3.2	Final Construction Cost Estimate		4	2	2					8	\$ 1,508.00	\$ -	\$ 1,508.00
3.3	QA/QC Review	8		2						10	\$ 2,424.00	\$ -	\$ 2,424.00
3.4	Deliverables and Review Meeting		8						8	16	\$ 1,896.00	\$ 500.00	\$ 2,396.00
	Task 3 Subtotal	8	28	28	18	8	16	40	16	162	\$ 25,364.00	\$ 500.00	\$ 25,864.00
Task 4	Bid Services												
4.1	Prepare Bid Documents		8	16	8	4	8	32	8	64	\$ 12,464.00	\$ -	\$ 12,464.00
4.2	Final Cost Estimate		1	2	2					5	\$ 1,013.00	\$ -	\$ 1,013.00
4.3	Prepare and issue addenda responses		2	8	4					14	\$ 2,874.00	\$ -	\$ 2,874.00
	Task 4 Subtotal	0	11	26	14	4	8	32	8	103	\$ 16,351.00	\$ -	\$ 16,351.00
Task 5	Permitting Assistance												
5.1	Apply for FDEP Permit		12	12					8	32	\$ 5,100.00	\$ 1,000.00	\$ 6,100.00
	Task 5 Subtotal	0	12	12	0	0	0	0	8	32	\$ 5,100.00	\$ 1,000.00	\$ 6,100.00
	GRAND TOTALS	24	98	126	74	28	56	192	48	647	\$ 102,391.00	\$ 40,000.00	\$ 142,391.00
	COST										\$ 102,400.00	\$ 40,000.00	\$ 142,400.00

Direct Costs:
 2.2 Survey and SUE subconsultant - \$35,000
 2.6 Plan Reproduction - \$500
 3.4 Plan Reproduction - \$500
 5.1 FDEP Permit Application Fee - \$500 (allowance)
 5.1 Plan Reproduction - \$500

EXHIBIT "3"
CONSULTANT'S HOURLY RATES

Rates As Set in the Continuing Agreement.

**Wade Trim Billing Rate Schedule
Water Resources
With Equipment Billed Separately
Effective January 2015**

Labor Cost Classification Code	Title	2015 Rate Per Hour
236	Professional Engineer III	\$212.00
235	Professional Engineer II	\$150.00
234	Professional Engineer I	\$120.00
233	Engineer III	\$150.00
232	Engineer II	\$110.00
231	Engineer I	\$90.00
246	Professional Planner III	\$140.00
245	Professional Planner II	\$106.00
244	Professional Planner I	\$92.00
243	Planner III	\$105.00
242	Planner II	\$70.00
241	Planner I	\$65.00
256	Prof. Landscape Architect III	\$150.00
255	Prof. Landscape Architect II	\$110.00
254	Prof. Landscape Architect I	\$85.00
253	Landscape Architect III	\$90.00
252	Landscape Architect II	\$70.00
251	Landscape Architect I	\$65.00
266	Professional Scientist III	\$135.00
265	Professional Scientist II	\$94.00
264	Professional Scientist I	\$81.00
263	Scientist III	\$108.00
262	Scientist II	\$68.00
261	Scientist I	\$56.00
286	Professional Surveyor III	\$125.00
285	Professional Surveyor II	\$110.00
284	Professional Surveyor I	\$95.00
283	Surveyor III	\$101.00
282	Surveyor II	\$73.00
281	Surveyor I	\$50.00
785	Surveyor Technician V	\$105.00
784	Surveyor Technician IV	\$85.00
783	Surveyor Technician III	\$75.00
782	Surveyor Technician II	\$55.00
781	Surveyor Technician I	\$45.00
716	Construction Technician VI	\$140.00
715	Construction Technician V	\$130.00
714	Construction Technician IV	\$110.00
713	Construction Technician III	\$100.00
712	Construction Technician II	\$90.00
711	Construction Technician I	\$70.00
726	CADD Technician VI	\$130.00
725	CADD Technician V	\$125.00
724	CADD Technician IV	\$120.00
723	CADD Technician III	\$90.00
722	CADD Technician II	\$71.00
721	CADD Technician I	\$56.00
736	Engineering Specialist II	\$145.00
735	Engineering Specialist I	\$136.00
734	Engineering Technician IV	\$165.00

**Wade Trim Billing Rate Schedule
Water Resources
With Equipment Billed Separately
Effective January 2015**

733	Engineering Technician III	\$96.00
732	Engineering Technician II	\$77.00
731	Engineering Technician I	\$66.00
756	Project Specialist III/Manager	\$165.00
755	Project Specialist II	\$149.00
754	Project Specialist I	\$103.00
753	Project Aide III	\$120.00
752	Project Aide II	\$112.00
751	Project Aide I	\$72.00
203	Senior Principal	\$250.00
202	Principal	\$240.00
201	Senior Professional	\$225.00

ECKLER ENGINEERING, INC.

HOURLY RATES

For Work from February 1, 2015 through January 31, 2016, the hourly rates for ENGINEER's personnel shall be as follows:

<u>PERSONNEL CATEGORY</u>	<u>HOURLY RATE</u>
Principal	\$ 225.00
Engineer 8	\$ 215.00
Engineer 7	\$ 204.00
Engineer 6	\$ 160.00
Engineer 5	\$ 135.00
Engineer 4	\$ 105.00
Engineer 3	\$ 102.00
Engineer 2	\$ 85.00
Engineer 1	\$ 80.00
Technician 4	\$ 100.00
Technician 3	\$ 90.00
Technician 2	\$ 78.00
Technician 1	\$ 75.00
Secretary	\$ 84.00
Administrative Assistant	\$ 75.00