

**CITY OF MARATHON, FLORIDA
RESOLUTION 2016-91**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AWARDED A CONTRACT FOR THE DESIGN OF "MISCELLANEOUS LIFT STATION FOR AREAS 3 AND 6" TO DAVID DOUGLAS ASSOCIATES, INC.; APPROVING PROJECT AGREEMENT 2016-08WW IN THE NOT TO EXCEED AMOUNT OF \$108,020.00; 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 amended in April of 2016; and

WHEREAS, project specific agreement No. 2016-08WW," (the "Project Agreement") contains the scope of work to provide professional engineering services required for the design of "Miscellaneous Lift Stations for Area 3 and 6" (the "Project") dated September 7, 2016; and

WHEREAS, the City staff wish to enter into this agreement, which will enable the City to design 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 11th DAY OF OCTOBER, 2016.

THE CITY OF MARATHON, FLORIDA



Mark Senmartin, Mayor

AYES: Bartus, Coldiron, Kelly, Zieg, Senmartin
NOES: None
ABSENT: None
ABSTAIN: None

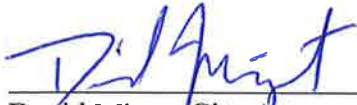
ATTEST:



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

**MISCELLANEOUS LIFT STATIONS
FOR AREA 3 AND 6
ENGINEERING DESIGN, PERMITTING and
CERTIFICATION SERVICES**

PROJECT SPECIFIC AGREEMENT
Between
THE CITY OF MARATHON, FLORIDA
And
DAVID DOUGLAS ASSOCIATES, INC.
For
Miscellaneous Lift Stations for Area 3 and 6 Engineering Design, Permitting and
Certification 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; and amended April 19, 2016; 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 \$ 108,020.00, plus reimbursable expenses not to exceed \$ n/a.

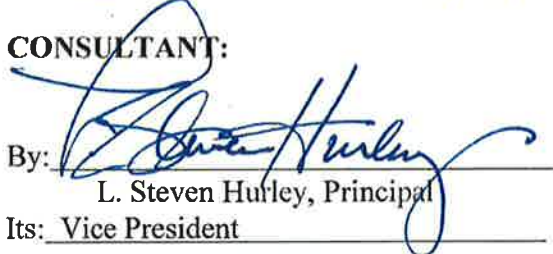
V. Incorporation of Terms and Conditions of Continuing Service Agreement

This Project Specific Agreement incorporates the terms and conditions set forth in the Continuing Services Agreement dated February 7th, 2014; amended April 19, 2016; 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 6th day of October, 2016.

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, bidding and certification of Four (4) Lift Stations in Area 3(Galway Bay, Trailerama and Tranquility Bay) and 6 (Holiday Inn). Engineering Design and Permitting will include sizing of the Lift Stations per EDU's as identified by the City of Marathon. Inspection Services to include owners representation, inspections, shop drawing review, pay requests and As-Builts, FDEP Certifications.

EXHIBIT "2"
SCOPE OF SERVICES AND PROJECT SCHEDULE

EXHIBIT A

Date: September 6, 2016

SCOPE OF SERVICES

For Miscellaneous Lift Stations for Area 3 and 6 Engineering Design, Permitting and Certification Services

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

GENERAL UNDERSTANDING

- City of Marathon to Provide estimated flow for each lift station
- City of Marathon to Provide legal services as necessary for easements.
- Prepare 60% design plans for the proposed lift stations including plan and profiles (if required)
- 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 included

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 Consultant will provide Topographical Survey data specific to each lift station location in digital format. Topographical information will include, but not limited to, all above ground improvements and evidence of underground utilities as well as pavement, utility poles, ditches, berms, storm sewer, valves, fire hydrants and signs. 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.

Sketch and Descriptions for each Lift Station location will be prepared by the surveyor and submitted to the City for review by the City attorney.

TASK 3 GEOTECHNICAL

The Consultant will obtain one (1) soil boring, to refusal at each lift station location (four total). Soils and rock will be identified and classified by means of the United Soils Classification System as prescribed in ASTM designations D2487 and D2488. Only nominal laboratory classification and index testing is deemed necessary (ie..moisture content, grain size analysis, organic content sample at each location.

TASK 4 MODELING FOR SIZING OF LIFT STATIONS

The Consultant will prepare a Modeling Report for sizing of the Lift stations and Force Main sizing. The demand will be based on Client supplied data.

TASK 5 60% DESIGN PLANS

This task consists of the preparation of 11" x 17" construction drawings for the approved concept at a scale of 1" = 20'. 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 (if required) and Erosion Control Sheet

Construction Cost Estimate

TASK 6 UTILITY NOTIFICATION LETTERS

The Consultant, upon receiving comments from the City will issue Utility Notification Letters requesting RGB's of their respective utility. The Consultant will update the design plans to include any replies from the utility company.

TASK 7 PERMITTING

DDAI will prepare and submit Florida Department of Environmental Protection application as necessary for the permitting of the Lift stations (four total). 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

DDAI will prepare and submit the FDOT Utility connection application as necessary for the project. Client will pay for any submittal fees.

TASK 8 100% 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 9 FINAL BIDDING and CONTRACT DOCUMENTS

The Consultant will provide the City with a final set of Bidding and Contract Documents after final approval by all agencies. This Task will include the following:

- Final Plans, Summary of Quantities and Engineers Opinion of Probable Cost
- Provide Special Provisions and other appropriate contract documents for incorporating into the COM specifications and permit requirements in the bid documents of the design plans. Combine these special conditions and technical specifications (if needed) with the COM provided "front end boiler plate"
- Complete bidding and contract documents ready for bid including all forms, general conditions, all approved permits and other material required by the COM contract manual, Legal Department and Risk Management.
- Provide the COM three (3) sets of signed and sealed contract documents for the COM records with electronic file disks.

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.

TASK 10 CONSTRUCTION ADMINISTRATION and CERTIFICATION

SITE VISITS

- Full time inspection services are NOT included in this scope of services. However, periodic site observations are included in this scope of services. The consultant shall make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of contractor(s) and to determine if work is proceeding in substantial accordance with the contract documents. On the basis of such on site observations as the City of Marathon (COM) consultant, the consultant shall keep COM informed of the progress of the work and shall endeavor to protect the City against observed defects or deficiencies in the work or delays of the contractor.

Consultant will, with the COM concurrence, have authority as the COM representative, to require special inspection or testing of the work, and will receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (to determine that their content complies with the Contract Documents).

The consultant shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the contractor(s) or the safety precautions and programs incident to the work of the contractor(s). The consultant shall not be responsible for the failure of the contractor(s) to perform the work in accordance with the contract documents.

Consultant to perform site visits to observe the construction for compliance with the plans and specifications. Site visits will be scheduled prior to and coordinated with on-site project progress meetings where practical.

REVIEW AS-BUILTS

- DDAI will review As-Built drawings, supplied by the contractor, for required information as it relates, but not limited to, dimensions, locations, coordinates, elevations, etc. of the facilities constructed.

SHOP DRAWINGS

- DDAI will review, reject and/or approve utility related shop drawings, which the contractor is required to submit, but only for conformance with the concept of the project and the approved design documents. Also, if requested, determine the acceptability, subject to City of Marathon (COM) approval, of substitute materials and equipment proposed by the contractor.

FINAL INSPECTION

Participate in a pre-final inspection for the purpose of determining if the project is substantially complete, and participate with the COM and the contractor in the preparation of a written "punch list" of all incomplete, defective or deficient items.

Participate in a final inspection together with COM and the contractor representatives to assure that all "punch list" items are completed and the work is indeed completed in accordance with all contract documents. Upon completion of the final inspection, certify in writing to the City, that the work in place is acceptable, subject to any conditions therein expressed.

CERTIFICATIONS

- Provide FDEP Certification per permit requirements
Provide FDOT Utility connection certification

PREPARE AS-BUILTS

- Prepare As-Built plans per construction and contractor redlines and field changes. Owner to supply DDAI with Survey of construction improvements. Survey to be prepared by a registered surveyor in the State of Florida. Data to be supplied in AutoCADD format. DDAI will utilize background plans for As-Built plans preparation.

CLOSE - OUT

- Review and coordinate with Contractor all close-out documents prior to 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

- 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	41					\$220.00
Chief Engineer	20					\$195.00
Senior Project Manager						\$175.00
Project Manager	56					\$150.00
Senior Engineer	116					\$135.00
Senior Planner						\$120.00
Design Engineer	162					\$125.00
Senior Designer	136					\$110.00
Field Inspector	88					\$ 95.00
Senior Technician	116					\$ 85.00
CADD Technician						\$ 80.00
Administration	64					\$ 65.00
Plus Subconsultants (\$13,450.00)						
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.						

