

**CITY OF MARATHON, FLORIDA
RESOLUTION 2017-53**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AWARDED A CONTRACT FOR A REPORT, RECOMMENDATIONS AND CONSTRUCTION ENGINEERING SERVICES OF “AREA 5 WWTP GLASS-LINED TANK CORROSION REHABILITATION” TO WEILER ENGINEERING CORPORATION; APPROVING PROJECT AGREEMENT IN THE NOT TO EXCEED AMOUNT OF \$52,840.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY AND APPROPRIATE FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Marathon (the “City”) and Weiler Engineering Corporation (the “Contractor”) have entered into a continuing services agreement for Professional Engineering Services in February of 2017; and

WHEREAS, work authorization No. 2017-05,” (the “Project Agreement”) contains the scope of work to provide professional engineering services required to evaluate the cause and extent of the corrosion of the existing Aquastore biological reactors at WWTP #5. Additionally, the scope will include the detailed procedures and specifications for the construction upgrades to the existing tanks at Area 5 WWTP Glass-Lined Tank Corrosion Rehabilitation; (the “Project”) dated July 11, 2017; and

WHEREAS, the City staff wish to enter into this agreement, which will enable the City to bid and upgrade the coatings to the existing tanks reduce the corrosion and prolong the life of the tanks.

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 WA 2017-05 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 appropriate 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 JULY 2017.

THE CITY OF MARATHON, FLORIDA


Dr. Danial Zieg, Mayor

AYES: Bartus, Coldiron, Cook, Senmartin, Zieg
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 AGREEMENT

Between

CITY OF MARATHON, FLORIDA

And

WEILER ENGINEERING CORPORATION

for

Work Authorization No. 2017-05

Area 5 WWTP Glass-lined Tank Corrosion Rehabilitation

PROJECT AGREEMENT

Between

THE CITY OF MARATHON, FLORIDA

And

WEILER ENGINEERING CORPORATION

For

Work Authorization No. 2017-05

Area 5 WWTP Glass-lined Tank Corrosion Rehabilitation

Pursuant to the provisions contained in the "Continuing Services Agreement" between the CITY OF MARATHON, FLORIDA (the "CITY") and THE WEILER ENGINEERING CORPORATION, ("CONSULTANT") dated February 14, 2017, this Project Agreement authorizes the CONSULTANT to provide the services as set forth below:

The CITY and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide engineering services to the CITY for the Project as described in the "Project Description" attached as Exhibit "1."

1.2 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."

1.3 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 Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

The Weiler Engineering Corporation (WEC) will evaluate the causes and extent of corrosion on the existing Aquastore biological reactors at the Area 5 WWTP. The tanks consist of bolted steel panels with glass lining on the interior and paint on the exterior. The coatings on the panels have experienced corrosion along the seams, particularly on the interior. WEC will evaluate the probable cause(s) of the corrosion and will prepare detailed procedures and specifications to clean, treat and coat the corroded areas and will propose methods necessary to inhibit future corrosion.

Deliverables will include:

- Report on probable causes of corrosion and recommended improvements to inhibit future corrosion
- Detailed cleaning, treatment and coating specifications, including corrosion inhibitor specifications
- Scope of work for project bidding
- Notice of Award
- Notice to Proceed
- Approval of shop drawings and submittals
- Copies of daily construction inspection reports
- Recommendations to process Contractor progress payments
- Certification of Substantial Completion and Final Punch List to Contractor
- Recommendation for Final Payment to Contractor

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 **Term.** This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect two years, unless otherwise terminated pursuant to Section 4 or other applicable provisions of this Project Agreement. The City Manager, in his sole discretion, may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed 180 days. No further extensions of this Agreement shall be effective unless authorized by the CITY Council.

3.2 **Commencement.** The CONSULTANT'S services under this Project Agreement and the time frames applicable to this Project 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 Manager prior to beginning the performance of services.

3.3 **Contract Time.** 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," a copy of which is attached and incorporated into this Agreement as Exhibit "3". The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

3.4 **Liquidated Damages.** Unless otherwise excused by the CITY in writing, in the event that the CONSULTANT fails to meet to the contract time for completion of services as determined by the Project Schedule, the CONSULTANT shall pay to the CITY the sum of dollars identified below per day for each and every calendar day unexcused delay beyond the completion date, plus approved time extensions, until completion of the project: \$ N/A per day. The CONSULTANT may claim extension if the factors involved are not under their direct control.

Any sums due and payable hereunder by the CONSULTANT shall be payable, not as a penalty, but as liquidated damages representing and estimate at or before the time of executing this Agreement. When the CITY reasonably believes that completion will be inexcusably delayed, the CITY shall be entitled, but not required, to withhold from any amounts otherwise due the CONSULTANT an amount then believed by the CITY to be adequate to recover liquidated damages applicable to such delays. If and when the CONSULTANT overcomes the delay in achieving completion, or any part thereof, for which the CITY has withheld payment, the CITY shall promptly release to the CONSULTANT those funds withheld, but no longer applicable, as liquidated damages.

3.5 All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Compensation.** CITY agrees to pay CONSULTANT as compensation for performance of all services described in Exhibit "2" **\$ 52,840.00** plus reimbursable expenses not to exceed **\$0.00**. Total not to exceed amount for this Work Authorization is **\$52,840.00** ~~[OR, IF HOURLY, "CITY AGREES TO PAY CONSULTANT COMPENSATION AT CONSULTANT'S HOURLY RATES, UP TO A MAXIMUM AMOUNT NOT TO EXCEED \$~~
 N/A ~~]~~

4.2 **Reimbursable Expenses.** The following expenses are reimbursable at their actual cost: travel and accommodations, long distance telephone calls, facsimile, courier services, mileage (at a rate approved by the CITY), photo and reproduction services. All document reproductions are also reimbursable, at a rate approved by the CITY.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices

5.1.1 **Lump Sum Not To Exceed Billing.** CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the personnel performing the work, the percentage of the work completed and the total billing in accordance with the Payment Schedule set forth in Exhibit "3", to this Project Agreement. Invoices will show the total amount billed against this work authorization and shall not exceed the not-to-exceed amount without authorization from the City. The CITY shall pay CONSULTANT within thirty (30) calendar days of approval by the City Manager of any invoices submitted by CONSULTANT to the CITY.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the CITY for payment to the CONSULTANT is disputed, or additional backup documentation is required, the CITY shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the CITY with additional backup documentation within five (5) working days of the date of the CITY'S notice. The CITY may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The CITY, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the CITY becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the CITY may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the CITY'S reasonable satisfaction.

5.4 **Retainage.** The CITY reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the CONSULTANT for the design until the design is completed. Said retainage may be withheld at the sole discretion of the City Manager and as security for the successful completion of the CONSULTANT'S duties and responsibilities under the Project Agreement.

5.5 **Final Payment.** Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the CITY that, upon receipt from the CITY of the amount invoiced, all obligations of the CONSULTANT to others, including its consultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the CITY all documents requested by the CITY evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as

dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the CITY by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 **For Cause.** This Project Agreement may be terminated by either party upon five (5) calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that CONSULTANT abandons this Project Agreement or causes it to be terminated by the CITY, the CONSULTANT shall indemnify the CITY against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the CITY for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 of this Project Agreement and the provision of Section 6.2 shall apply.

6.2 **For Convenience.** This Project Agreement may be terminated by the CITY for convenience upon fourteen (14) calendar days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the CITY and for reimbursable expenses incurred prior to the date of termination. The CONSULTANT shall promptly submit its invoice for final payment and reimbursement and the invoice shall comply with the provisions of Paragraph 5.1 of this Project Agreement. Under no circumstances shall the CITY make any payment to the CONSULTANT for services which have not been performed.

6.3 **Assignment upon Termination.** Upon termination of this Project Agreement, a copy of all of the CONSULTANT's work product shall become the property of the CITY and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the CITY, transfer to either the CITY or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this Project Agreement. Further, upon the CITY'S request, the CONSULTANT shall assign its rights, title and interest under any subcontractor's agreements to the CITY.

6.4 **Suspension for Convenience.** The CITY shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to thirty (30) calendar days. If any such suspension is directed by the CITY, the CONSULTANT shall immediately comply with same. In the event the CITY directs a suspension of performance as provided for herein through no fault of the CONSULTANT, the CITY shall pay to the CONSULTANT its reasonable costs, actually incurred and paid, of demobilization and remobilization, as full compensation for any such suspension.

SECTION 7. INCORPORATION OF TERMS AND CONDITIONS OF CONTINUING SERVICE AGREEMENT

7.1 This Project Agreement incorporates the terms and conditions set forth in the Continuing Services Agreement dated February 14, 2017 between the parties as though fully set forth herein. In the event that any terms or conditions of this Project Agreement conflict with the Continuing Services Agreement, the provisions of this specific Project Agreement shall prevail and apply.

PURSUANT TO F.S. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ANY NEGLIGENCE.

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ATTEST:

CITY OF MARATHON

Diane Clavel
City Clerk

By: 
City Manager

Date: 7/14/17

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


City Attorney

ATTEST:

WEILER ENGINEERING CORPORATION

By: 
Edward R. Castle, Vice President

Date: 7/17/17

Exhibit "1"

Project Description

General Project Understanding

The City of Marathon's Area 5 WWTP includes two glass-lined metal biological reactor tanks. These tanks consist of bolted steel panels with exterior paint and interior glass lining. The edges of the panels have corroded in many locations. The City wishes to determine the probable causes of the corrosion and implement corrosion inhibition procedures or devices. The City also wishes to clean, treat and coat the already-corroded areas to prevent further loss of material.

WEC proposes to provide Professional Engineering Services for the Project. Specific tasks are detailed below:

Study Phase

WEC will review existing photographs and inspection reports detailing the extent and nature of the current corrosion. Based on data reviewed to date, it is likely that the primary cause of corrosion is galvanic. WEC will study the existing cathodic protection systems to determine the deficiencies in the system. Based on those findings, WEC will prepare a concept plan for an enhanced cathodic protection system to inhibit future galvanic corrosion.

WEC will review the existing coatings systems, including the exterior paint and the interior glass lining systems. WEC will determine the appropriate coatings systems for protection of the steel that has been exposed due to corrosion in both the interior and exterior of the tanks.

Design Phase

WEC will prepare detailed design documents and drawings describing the scope of work and the materials for the upgraded cathodic protection system. The documents will include specifications for materials and methods for installation of additional cathodic protection, including bonding of metallic elements of the tanks, appropriate conductions and connections and mounting systems for sacrificial anodes.

WEC will also prepare detailed design documents and specifications for cleaning and preparing surfaces prior to coating and will prepared detailed product specifications and application methods for the proposed upgraded interior and exterior coatings systems.

Bidding Phase

WEC will prepare a bid package using the City's bid documents, including the City's Agreement form and Standard General Conditions. The City's standard forms to be used for bid responses and during construction will be included. WEC will include technical specifications and the project design documents in the bid package. The bid package will be provided to the City in PFD format for publication.

WEC will assist the City during bidding. Activities will include attendance at a pre-bid conference, site visits with prospective bidders and response to inquiries from prospective bidders. Responses will be provided in writing for publication as addenda to the bid package.

After receipt of bids, WEC will assist the City in evaluation of the bids. WEC will review the submitted bid packages to determine responsiveness of the bids. WEC will review the responsive bids and will evaluate relevant experience and contact references to determine qualifications of the bidders. WEC will issue a Recommendation of Award to the City, recommending award to the lowest cost responsive and responsible bidder.

Upon acceptance of the Recommendation of Award by the City, WEC will prepare the Notice of Intent to Award for the City and will then assist the City in preparation of the Agreement and the Notice to Proceed.

Construction Phase

After the Notice to Proceed is issued by the City, WEC will review the Contractor's work schedule, draft application for payment, schedule of values, shop drawings and other submittals as needed. Copies of approved submittals shall be provided to the City.

Upon mobilization by the Contractor to the work site, Weiler Engineering will provide daily construction inspections to verify that the materials and products being used are consistent with the approved shop drawings and that the work being performed is compliant with the requirements of the contract documents and with industry standards. Inspection reports will be produced to document each work day's activities, including a summary of Contractor personnel and equipment, work being performed that day, any visitors present at the site, weather conditions and any other pertinent information. Photographs of the work progress will be taken to supplement the written documentation.

Weiler Engineering will attend bi-weekly construction progress meetings conducted by the Contractor. The Contractor will provide an agenda for each meeting as well as minutes of the previous meeting. Weiler Engineering will review and mark up the minutes as needed to ensure accuracy before final acceptance of the minutes. Any requests from the Contractor for clarifications or additional information will be submitted in writing by the Contractor to Weiler Engineering for review and response.

In the event that any changes to the work are needed or proposed, the Contractor will submit a proposed change order to Weiler Engineering in accordance with the requirements of the General Conditions. Weiler Engineering will review the proposals and make a recommendation to the City. If the City determines that a change is appropriate and in its best interest, Weiler Engineering will prepare a Change Order for execution by the Contractor and the City.

Weiler Engineering will receive applications for progress payments from the Contractor and will review the applications for completeness and accuracy. Any discrepancies will be

resolved with the contractor prior to transmitting the application to the City along with a recommendation of approval.

Upon receipt of notification that the Contractor believes that substantial completion of the work has been achieved, WEC will perform an inspection of the work and, if it is determined that the work is substantially complete, will prepare the Final Punch List and the Certification of Substantial Completion for execution by all parties.

Upon completion of all work listed on the Final Punch List WEC will prepare the Certification of Final Completion for execution by the Contractor and the City. At this point, the Contractor may submit the application for Final Payment and release of retainage. WEC will review the application for final payment, the Consent of Surety to Final Payment, the Contractor's Affidavit and Final Release of Lien and other documents required for closure of the contract. After approval of all required documents, WEC will recommend processing of the Final Payment and release of retainage by the City.

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Exhibit “2”

Scope of Services and Project Schedule

Description

See Exhibit 1

Anticipated Project Schedule

CONSULTANT will begin work upon execution of this Work Authorization.

Task Description	Estimated Time
Study Phase	Begin on execution of Work Authorization, complete in 3 calendar weeks
Design Phase	Begin one week after execution of Work Authorization, complete in 5 weeks
Bidding Phase	Begin 6 weeks after execution of Work Authorization, ROA issued within one week of receipt of bids
Construction	Begin on execution of Agreement by City, complete within 10 weeks

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EXHIBIT "3"

Payment Schedule

Area 5 WWTP Glass-lined Tanks Corrosion Rehabilitation

All work to be performed and paid according to the percentage completion of the Work. Applications for Payment will be submitted with a detailed account of tasks performed.

Design, Permitting and Bidding Lump Sum Fee	\$ 52,840.00
Estimated Reimbursable Expenses	\$ <u>0.00</u>
TOTAL NOT TO EXCEED FEE	\$ 52,840.00

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EXHIBIT "B"

PAGE 1 OF 2

CONSULTANT'S BILLING RATE

Company: The Weiler Engineering Corporation	
Job Position Title	Total Hourly Rate \$/Hour
Principal in Charge	\$195.00
Expert Witness	\$250.00
Registered Professional Engineer (P.E.)	\$145.00
Environmental Scientist	\$145.00
Registered Structural Professional Engineer (P.E.)	\$145.00
Project Manager	\$145.00
Senior Planner	\$125.00
Registered Engineer Intern (E.I.)	\$115.00
Plans Examiner	\$115.00
Senior Construction Inspector	\$105.00
Senior Engineering Designer	\$100.00
Engineering Designer	\$90.00
Construction Inspector	\$90.00
Engineering Technician	\$80.00
Field Technician	\$80.00
Clerical	\$55.00
Reimbursable Expenses - Cost plus 15%	

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EXHIBIT "B"

PAGE 2 OF 2

GENERAL DESCRIPTION OF EMPLOYEE CATEGORIES

Principal in Charge – The Principal in Charge will be an owner and officer of the Company. This position may include R. Jeffery Weiler, PE, President of The Weiler Engineering Corporation and Edward R. Castle, PE, Vice President of The Weiler Engineering Corporation.

Registered Professional Engineer – Registered Professional Engineer will be a Professional Engineer licensed to provide Engineering Services in the State of Florida.

Project Manager – Project Manager will be a qualified senior staff member with appropriate skills and experience to oversee and manage Weiler Engineering staff. The Project Manager will have primary responsibility of the day to day functions of the project and will perform QA/QC reviews of the work product.

Registered Engineering Intern – Registered Engineering Intern will be a graduate of an accredited Engineering program and will be licensed in the State of Florida as an Engineering Intern.

Engineering Designer – Engineering Designer will be a senior staff member with education and experience sufficient to perform the work. Skills will include drafting in AutoCAD, proficiency in use of computerized word processing programs and spreadsheets, with a thorough understanding of engineering principals.

Senior Construction Inspector – Senior Construction Inspector will be a senior staff member with education and experience sufficient to perform the work. Skills will include ability to read and interpret plans and technical specifications, understanding of and experience with industrial and underground construction methods and materials, good organizational and record-keeping skills and a thorough understanding of general engineering principles.

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