

**CITY OF MARATHON, FLORIDA
RESOLUTION 2013-94**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING CERTAIN PURCHASES IN EXCESS OF \$10,000 AND LESS THAN \$25,000 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Resolution 2003-134, the City Council of the City of Marathon, Florida (the “City”), adopted Purchasing Policies and Procedures after determining that it was fiscally prudent and in the best interests of the City’s residents for the City to adopt policies and procedures for City employees and officials regarding the purchasing and acquisition of contractual services, equipment, goods, professional services and other similar types of services; and

WHEREAS, pursuant to Resolution 2007-156, the City Council amended the Purchasing Policies and Procedures to provide that any purchases over \$10,000 and less than \$25,000 must be placed on a City Council agenda as a consent item for approval prior to execution of the contract or consummation of the purchase; and

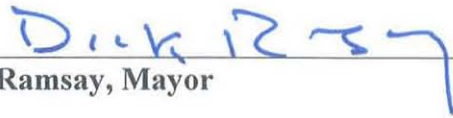
WHEREAS, the City Manager has authorized staff to prepare purchase orders for those items set forth on Exhibit A attached hereto and now wishes to bring them before City Council as a consent item;

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.** City Council hereby approves the purchases set forth on Exhibit A hereto.
- Section 3.** The City Manager or designee is authorized to execute any agreements in connection with these purchases and expend budgeted funds on behalf of the City.
- Section 4.** This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 26th DAY OF NOVEMBER, 2013.

THE CITY OF MARATHON, FLORIDA


Dick Ramsay, Mayor

AYES: Bull, Keating, Senmartin, Snead, Ramsay
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"

Firm	Service	Amount
Weiler Engineering Company	Hyatt Forcemain Connection / Area 1 Forcemain Collection System Upgrades	\$18,102
Dell / ENS	Dell PowerEdge R720 Server	\$10,655.00
Marathon Electric, Inc.	Repairs and Replacement Community Park Field Lighting Components	\$13,650.00

EXHIBIT "A"
PROJECT SPECIFIC AGREEMENT

HYATT Forcemain Connection / Area 1 Forcemain System Upgrades
Design Drawings and Specifications

Weiler Engineering Work Authorization No. 2013-10

PROJECT SPECIFIC AGREEMENT
Between
THE CITY OF MARATHON, FLORIDA
And
The Weiler Engineering Corporation
For
HYATT Forcemain Connection /Area 1 Forcemain System Upgrades
Design Drawings and Specifications

Pursuant to the provisions contained in the “Continuing Services Agreement” between the City of Marathon, Florida (the “City”) and The Weiler Engineering Corporation, (the “Consultant”) dated February 15, 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:

Consultant will provide professional engineering services for connection of Hyatt Hotel to the existing force main currently servicing Area 1. Consultant will perform hydraulic analysis of the existing and proposed systems including Area 1 Lift Station; will coordinate with operating company "US Water" regarding the performance of the existing pumps and necessary upgrades; will prepare permit application packages for FDOT Utility Permit and FDEP collection system permits;

Deliverables include:

- Set of Drawings (ready for bid)
- Set of Specifications
- Schedule of values
- Construction Cost Estimate

- Auto CAD file for the Drawings that can be incorporated into Utilities CAD file
- FDOT Utility Permit application package
- FDEP Collection System Permit application package

• 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 \$17,922.00, plus reimbursable expenses not to exceed \$180.00. 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 February 15, 2013 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 27 day of November, 2013

CONSULTANT:

CITY:

By: 

By: 

Its: Vice President

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 "I"
PROJECT DESCRIPTION

Consultant will provide professional engineering services for connection of Hyatt Hotel to the existing force main currently servicing Area 1. Consultant will perform hydraulic analysis of the existing and proposed systems including Area 1 Lift Station; will coordinate with operating company "US Water" regarding the performance of the existing pumps and necessary upgrades; will prepare permit application packages for FDOT Utility Permit and FDEP collection system permits.

Specifications will include all relevant sections for materials and components used for the project.

CAD files will be in AutoCAD 2014 format or other compatible version.

EXHIBIT "2" SCOPE OF SERVICES AND PROJECT SCHEDULE

Description

CONSULTANT will prepare and deliver all standard paperwork to the City of Marathon needed for bidding and construction of the above described project.

CONSULTANT will respond to questions from Contractors or City' Staff during BID process and provide clarifications or revisions if needed.

Project Schedule

CONSULTANT will begin work upon execution of this Work Authorization. Submittal of BID package to City will take place no later than 45 days after receipt of executed Work Authorization. Completion of the project will be dependent upon City's review.

Deliverables include following items in hard copy and electronic format:

- Set of Drawings (ready for bid)
- Set of Specifications
- Schedule of values
- Construction Cost Estimate
- Auto CAD file for the Drawings that can be incorporated into Utilities CAD file
- FDOT Utility Permit application package
- FDEP Collection System Permit application package

EXHIBIT "3"
CONSULTANT'S HOURLY RATES

Company:	The Weller Engineering Corporation				
Job Position Title	Maximum Raw Salary \$/Hour	Overhead \$/Hour	Fringe \$/Hour	Profit \$/Hour	Total Hourly Rate \$/Hour
Principal in Charge	\$ 70.10	\$ 64.11	\$ 31.55	\$ 29.25	\$ 195.00
Expert Witness	\$ 70.10	\$ 64.11	\$ 31.55	\$ 84.25	\$ 250.00
Registered Professional Engineer (P.E.)	\$ 53.42	\$ 45.79	\$ 24.04	\$ 21.75	\$ 145.00
Environmental Scientist	\$ 53.42	\$ 45.79	\$ 24.04	\$ 21.75	\$ 145.00
Registered Structural Professional Engineer (P.E.)	\$ 53.42	\$ 45.79	\$ 24.04	\$ 21.75	\$ 145.00
Project Manager	\$ 53.42	\$ 45.79	\$ 24.04	\$ 21.75	\$ 145.00
Senior Planner	\$ 35.00	\$ 55.50	\$ 15.75	\$ 18.75	\$ 125.00
Registered Engineer Intern (E.I.)	\$ 30.50	\$ 53.53	\$ 13.73	\$ 17.25	\$ 115.00
Plans Examiner	\$ 30.50	\$ 53.53	\$ 13.73	\$ 17.25	\$ 115.00
Senior Construction Inspector	\$ 26.00	\$ 51.55	\$ 11.70	\$ 15.75	\$ 105.00
Senior Engineering Designer	\$ 24.00	\$ 50.20	\$ 10.80	\$ 15.00	\$ 100.00
Engineering Designer	\$ 22.00	\$ 44.60	\$ 9.90	\$ 13.50	\$ 90.00
Construction Inspector	\$ 22.00	\$ 44.60	\$ 9.90	\$ 13.50	\$ 90.00
Engineering Technician	\$ 20.00	\$ 39.00	\$ 9.00	\$ 12.00	\$ 80.00
Field Technician	\$ 20.00	\$ 39.00	\$ 9.00	\$ 12.00	\$ 80.00
Clerical	\$ 15.00	\$ 25.00	\$ 6.75	\$ 8.25	\$ 55.00
Reimbursable Expenses - Cost plus 15%					