

COUNCIL AGENDA STATEMENT

Meeting Date: December 10, 2024
To: Honorable Mayor and Council Members
From: Dan Saus, Utility Director
Through: George Garrett, City Manager



Agenda Item: **Resolution 2024-130** Authorizing and Approving Change Order #1 with Water Science Associates for PO 240142 from the original amount of \$30,000.00 to \$45,000.00; Authorizing The City Manager To Enter Into Agreements In Connection Therewith, Appropriating And Expending Budgeted Funds; And Providing For An Effective Date

BACKGROUND & JUSTIFICATION:

The city decided last year to move forward with a Class 1 Deep Injection Well. Based on approval of Resolution 2024-73 the city's engineer has negotiated with the highest rated firm from our previous RFQ and has provided a letter of recommendation attached as Exhibit A. This contract provides the design, permitting, and construction engineering services required to move this project forward. All work is described in the proposal from Water Science Associates, LLC as shown in Attachment 1.

CONSISTENCY CHECKLIST:

Yes No

1. Comprehensive Plan
2. Other –Sewer Mandate

FISCAL NOTE:

APPROVED BY FINANCE DIRECTOR:

RECOMMENDATION:

Approve Resolution

**CITY OF MARATHON, FLORIDA
RESOLUTION 2024-130**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING CHANGE ORDER #1 WITH WATER SCIENCE ASSOCIATES, LLC TO PURCHASE ORDER 240142 FOR WATER SCIENCE ASSOCIATES, LLC. APPROVING A CHANGE IN CONTRACT AMOUNT FROM \$30,000.00 TO \$45,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Change Order #1 is required because FDEP required additional SEAWAT modeling runs during the permitting process for Service Area 3 WWTP operating permit renewal.

WHEREAS, the Staff recommends the City Council to approve Change Order #1 for Task #1 on Purchase Order 240142, from \$30,000.00 to \$45,000.00.

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 are incorporated herein by this reference.

Section 2. Change Order #1, between the City and the Water Science Associates for Purchase Order 240142 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 Change Order #1 on behalf of the City and expend budgeted funds.

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 10TH DAY OF DECEMBER 2024.

THE CITY OF MARATHON, FLORIDA

Lynn Landry, Mayor

AYES:

NOES:

ABSENT:

ABSTAIN:

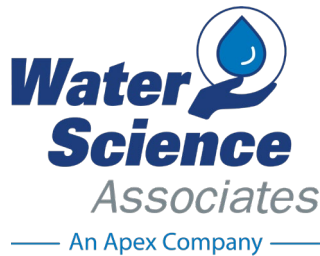
ATTEST:

Diane Clavier, City Clerk

(City Seal)

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

Steve Williams, City Attorney



October 14, 2024

Mr. Dan Saus, P.E.
City of Marathon
9805 Overseas Highway
Marathon, Florida 33050

**RE: Area 3 Wastewater Treatment Plant (FLA642851) Request for Additional Information No. 3:
Additional Modeling Support**

Dear Dan,

Water Science Associates, LLC (Water Science) proposes additional groundwater modeling assistance in response to the Florida Department of Environmental Protection's (FDEP) request via the City's outside counsel regarding the City's Area 3 WWTP permit. This permit allows disposal of excess advanced treated wastewater to two Class V injection wells at 0.500 MGD annual average daily flow. We will complete an additional scenario of injecting advanced wastewater treatment (AWT) effluent over 500 hours. Based on what is requested, Water Science proposes the following tasks as a phased approach to address the FDEP request.

Task 1. SEAWAT Model and RAI Response – We will use the existing SEAWAT model to evaluate the permitted backup/operation-maintenance of the shallow injection wells over 500 hours in a year. A Technical Memorandum documenting the SEAWAT model and findings will be provided to address RAI's request. **Task 1 will be billed \$11,000 (Lump Sum).**

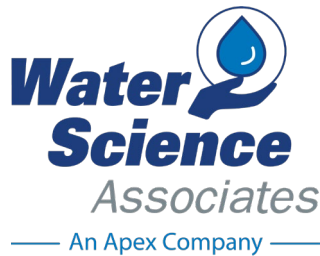
Task 2. Teams Meeting and Negotiation – After completing the RAI response, we will arrange a Teams meeting to discuss the response with the City. **Task 2 will be billed as Time and Materials with a not to exceed limit of \$1,500.**

We appreciate the opportunity to work with you. If acceptable, please sign and return the attached Standard Agreement or provide other authorization to proceed. Feel free to contact us with any questions or comments.

Yours Sincerely,

Michael C. Alfieri, P.G., P.H.g., CGWP
Senior Managing Hydrogeologist
Direct: 813.896.4509
Mobile: 813.545.4558
Email: MichaelA@WSAConsult.com

Cc: Kirk Martin, President, Water Science Associates, FILE



STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

Client: Mr. Dan Saus, P.E.
City of Marathon
9805 Overseas Highway
Marathon, Florida 33050

Date: October 14, 2024

Project No.:

Project Name/Location: Area 3 Wastewater Treatment Plant (FLA642851) Request for Additional Information No. 3: Additional Modeling Support

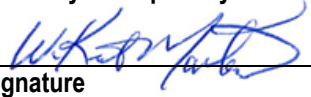
Fees: As described in proposal dated October 14, 2024

Scope of Services are attached in the proposal letter.


- ☒ Client to provide name, address and telephone number of property owner.
- ☒ Client to provide any special site access information (contacts, keys, etc.).
- ☒ Client to provide agency fees.

This Agreement and the attached Terms and Conditions and Scope of Services constitute the complete agreement between Water Science Associates, LLC and Client with respect to the scope of services hereunder.

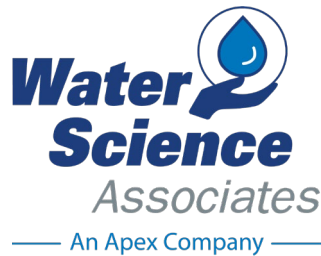
Offered by: Accepted by:


Signature
W. Kirk Martin, P.G. / President
Printed Name/Title
Water Science Associates, LLC
Name of Firm

October 14, 2024
Date


Signature
Damiel Saus Utilities Director
Printed Name/Title
City of Marathon
Name of Firm

10/15/24
Date



STANDARD BUSINESS TERMS & CONDITIONS

These Standard Business Terms & Conditions are attached to, and made part of, the Proposals and Agreements between Water Science Associates and Client.

Limitation of Liability - Water Science Associates services under this Agreement will be consistent with the Standard of Care for all professional engineering and related services to be performed or furnished by Water Science Associates. These engineering services shall be provided with the care and skill ordinarily provided by members of the Engineering Profession practicing under similar circumstances. Upon notice to Water Science Associates and by mutual Agreement between the parties, Water Science Associates will correct those services not meeting such a standard without additional compensation.

Payments and Collection - Invoicing will be provided on a monthly basis or at completion of the service. Statements are due and payable upon receipt. Client agrees to carefully read all billing statements and promptly notify Water Science Associates, in writing, of any claimed errors or discrepancies, within fifteen (15) days from the date of the statement. If Water Science Associates is not notified by the Client in writing, it is presumed that the owner agrees with the correctness, accuracy, and fairness of the billing statement.

Past due amounts may incur a late fee of 1% and Water Science Associates can, upon giving 7 days written notice to Client, suspend services until payment in full is received. Retainers shall be credited on the final invoice. Water Science Associates is entitled to collect reasonable fees and costs, including collection agency, attorney's fees and interest as required to obtain collection of any fees under the Agreement.

Reimbursable Expenses - Expenses for reproduction services, courier fees, delivery, presentation materials, long distance phone calls, and travel made on behalf of the project, subcontractors, and any other out-of-pocket expenses incurred on the project are reimbursable to Water Science Associates. These expenses will be billed to the Client at cost plus 15%.

Permit and Application Fees - Client shall pay all permit and application fees required for the project.

Termination - This agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Irrespective of which party shall affect termination, the Client shall pay Water Science Associates for all services rendered to the date of termination.

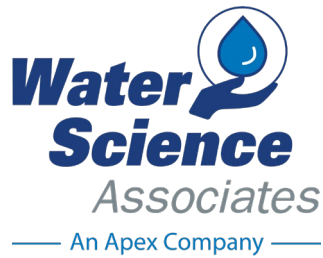
Duty to Cooperate - The parties agree to provide reasonable access to information regarding the site or the Work performed and to responsible personnel as may be required to address any claim made regarding the Work performed or this Agreements. The parties further agree to provide copies to each other of any claims, demands or notices from any federal, state or local public agency regarding the Work performed or this Agreement.

Attorney Fees - Should litigation arise related to services under this Agreement, the prevailing party is entitled to recover reasonable costs including staff time, court costs, attorney fees and related expenses.

Mediation - Water Science Associates and Client agree that all disputes or claims between them arising out of or relating to this Agreement made during design, construction, or post-construction of the project shall be submitted to nonbonding mediation unless the parties agree otherwise.

Ownership of Documents - All documents, including electronic media, prepared by Water Science Associates under this Agreement shall remain the property of Water Science Associates. These documents may not be used by Client for any other endeavor without the written consent of Water Science Associates.

Delays - Water Science Associates is not responsible for delays caused by factors beyond Water Science Associates control including but not limited to the production of contract documents; issuance of permits from any government or agency; beginning or completion of construction; or performance of any phase of the work pursuant to this Agreement. Water Science Associates does not guarantee the issuance of any permit.



***2024 Hourly Rates:**

Principal Scientist / Engineer	\$280
Senior Project Manager	\$235
Senior Water Resource Modeler	\$235
Senior Scientist / Engineer	\$210
Water Resource Modeler	\$200
Project Manager	\$190
Project Scientist / Engineer	\$185
Staff Scientist / Engineer	\$160
GIS/CADD Technician	\$135
Field Technician	\$130
Administrative Support	\$90

Reimbursable Expenses:

Mileage:	Current IRS Mileage Rate
Other Incidental Expenses	Actual Cost-plus 15%
Expert Witness	200% of Scheduled Rate

***Billing rates are applicable through March 31, 2025, and subject to change thereafter.**