

MEMORANDUM

December 30, 2013

TO: Honorable Mayor and City Commission

VIA: Kenneth Fields, City Manager

FROM: Tom Moran, Utilities Director
Sarah B. Kirkland, Utilities Support Manager

SUBJECT: Engineering Services for the C Street and Vicinity and Lift Station No. 16 Service Area Sewer Replacement

SYNOPSIS: Staff recommends commission approval for the signing of the contract for engineering services with Envisors, LLC for \$53,250. This contract is for additional easements acquisition for Phase 2 of the C Street Sewer Replacement Project.

STAFF RECOMMENDATION

It is recommended that the City Commission consider taking the following action:

1. Approve the contract with Envisors, LLC for \$53,250.00.
2. Authorize the City Manager to execute the appropriate documents, on the City's behalf in regards to this service.

BACKGROUND

Envisors (EVI) has previously designed and permitted the Lift Station No. 16 Service Area Sewer Replacement Project. Construction of the Phase 1 Project area, funded by a Community Development Block Grant (CDBG) is currently being constructed by Killebrew, Inc. under the oversight of EVI. The City desires to apply for Florida Department of Environmental Protection (FDEP) Clean Water State Revolving Fund (SRF) loan to fund construction of the Phase 2 Project area. Additional easements need to be obtained by the City for the sewer route in the Phase 2 Project area. These easements are currently being obtained by the City Attorney, Mr. Albert C. Galloway, Jr., with other co-counsel. Mr. Galloway has requested that Envisors assist in preparation of approximately 60 easements, which need to be consistent with design plans.

Staff, therefore recommends commission approval to authorize the signing of the contract with Envisors, LLC in the amount of \$53,250.00 and to authorize the City Manager to execute the appropriate documents, on the City's behalf in regards to this service.

OPTIONS

Chose not to approve the contract and lose the opportunity to obtain additional funding for Phase 2 of the Sewer line Replacement in the C Street Vicinity and put a stop to the project.

FISCAL IMPACT

The Phase 2 C Street Sewer Line Replacement Project is funded in the FY2013-2014 Budget.

ATTACHMENTS

Envisors, LLC contract

23 December 2013

Mr. Thomas J. Moran, P.E.
Public Works Director
CITY OF LAKE WALES
201 W. Central Avenue
Lake Wales, Florida 33853

Subject | Authorization to Perform Engineering Services – ADDENDUM NO. 5 (Additional Boundary Surveys/Legal Descriptions for Approximately 60 Easements and FDEP SRF Submittal Assistance)

Project | C Street and Vicinity and Lift Station No. 16 Service Area Sewer Replacement – City of Lake Wales

EVI Job No. | 70700202

Dear Mr. Moran,

In accordance with your request, Envisors, LLC is pleased to present this Engineering Services Agreement Addendum No. 5 between the City of Lake Wales, Florida and Envisors, LLC. This Addendum No. 5 includes supplemental services requested by City staff (boundary survey/legal description preparation for approximately 60 easements, eminent domain expert witness testimony, and FDEP SRF funding submittal assistance) for the referenced Project. These supplemental services are described in detail in the attached Authorization to Perform Engineering Services - Addendum No. 5.

Please feel free to call us if you have any questions. We sincerely appreciate the opportunity to assist the City of Lake Wales with this important Project.

Sincerely,
ENVISORS, LLC



Steven L. Elias, P.E.
V.P. of Engineering

SLE/RLH

Copy to: EVI Job, Contract, and Cost File: S:\JOBS\EVI\707 LAKE WALES\70700202\CONTRACTS\70700202.C05 60 easements.doc

**AUTHORIZATION TO PERFORM
ENGINEERING SERVICES (ADDENDUM NO. 5)**

1.0 BACKGROUND INFORMATION:

Envisors (EVI) has previously designed and permitted the Lift Station No. 16 Service Area Sewer Replacement Project (Project). Construction of the Phase 1 Project area, funded in part by a Community Development Block Grant (CDBG) is currently being constructed by Killebrew, Inc. under the oversight of EVI. The City desires to apply for Florida Department of Environmental Protection (FDEP) Clean Water State Revolving Fund (SRF) loan to fund construction of the Phase 2 Project area.

Additional easements need to be obtained by the City for the sewer route in the Phase 2 Project area. These easements are currently being obtained by the City Attorney, Mr. Albert C. Galloway, Jr., with other co-counsel. Boundary surveys and legal descriptions are needed for each of the easements to be obtained. Mr. Galloway has requested Envisors assistance in preparing the boundary surveys and legal descriptions for approximately 60 easements, which need to be consistent with the design plans.

The City will also need EVI's engineering expert witness testimony for court proceedings, similar to the Phase 1 efforts, to acquire a portion of the approximately 60 easements via eminent domain.

Section 4.6.1 of Envisors' Agreement with the City states that preparation of legal descriptions necessary for easements would be on a time-and-expense basis upon request of the City, if needed. As such, City staff has now requested that EVI prepare this Addendum No. 5 to define our scope and costs to assist the City with preparing boundary surveys and legal descriptions for approximately 60 easements.

In order to apply for FDEP Clean Water SRF Program funding, the following items will be required to be submitted by 14 January 2013:

- Bid Documents (Construction Plans and Project Manual including technical specifications and front-end documents);
- Updated FDEP SRF Request for Inclusion (RFI);
- Permit for project; and
- Site Certification.

It will be necessary to revise the previously prepared overall Construction Plans and Project Manual to segregate the remaining portion of the Project the City intends to submit for FDEP SRF funding approval (entire Project area minus the portion currently being constructed as Phase 1). Note that the City is considering constructing yet another separate phase of the Project (likely Phase 3) using a second CDBG grant as a funding source. However, as discussed with Tom Moran, the scope of this potential Phase 3 project will be determined at a later date and the entire remaining project area (entire project area minus Phase 1) will be submitted for FDEP SRF funding approval on 14 January 2013.

The City also desires for EVI to assist with the preparation of the required FDEP SRF RFI. The previously submitted RFI will be used as a starting point and revised as needed for the currently desired scope of work for the Phase 2 project and in consideration of actual contractor bid costs for Phase 1, which were higher than originally anticipated.

Section 4.6.6 of Envisors' Agreement with the City states that providing assistance with FDEP SRF program assistance would also be performed on a time-and-expense basis upon request of the City.

The permit for this Project has already been obtained from the FDEP and is still valid for a period of five years from approval or until September 2016.

The City Attorney will be responsible for preparing the required Site Certification Form for the FDEP funding application.

2.0 EMPLOYMENT: The City of Lake Wales, Florida (City) hereby retains Envisors, LLC (EVI) to perform the services described herein on this Project. In the performance of its duties under this contract, EVI will exercise that degree of skill and learning ordinarily exercised by other design professionals practicing in the same general area and under similar circumstances.

3.0 SUMMARY OF EVI'S SERVICES (ADDENDUM NO. 5): EVI will perform additional engineering services for the scope of work detailed within Section 4.0 of this document.

4.0 EVI'S SCOPE OF SERVICES (ADDENDUM NO. 5):

4.1 Boundary Surveys Phase: EVI will prepare approximately 60 boundary surveys for easements on properties to be identified by the City attorney. The boundary surveys will include metes and bounds descriptions and will show the location of any affected or nearby improvements (i.e. driveways, walks, fences, walls, structures, large trees, etc.). The boundary surveys will be prepared and signed/sealed by EVI's professional land surveyor.

4.2 Legal Descriptions Phase: EVI will prepare legal descriptions with property sketches for the approximately 60 sites where boundary surveys are required as identified by the City attorney.

4.3 Eminent Domain Expert Witness Testimony Phase: EVI will provide the City with engineering expert witness testimony services for the Phase 2 project easements that are acquired via eminent domain. These services will include, but not be limited to, attending meeting(s) with staff/Counsel, and preparing for, attending, and participating in a hearing at the Polk County Courthouse.

4.4 Phase 2 Bid Documents Preparation for FDEP SRF Submittal Phase: EVI will revise the previously prepared Construction Plans and Project Manual for the remaining portion of the project that the City intends to

submit for FDEP SRF funding approval (entire project area minus the portion currently being constructed as Phase 1).

- 4.5 FDEP SRF RFI Preparation Phase: EVI will assist with the preparation of the required FDEP SRF RFI. The previously submitted RFI will be used as a starting point and revised as needed for the currently desired scope of work for the Phase 2 project and in consideration of actual contractor bid costs for Phase 1, which were higher than originally anticipated.

5.0 EVI'S COMPENSATION:

- 5.1 EVI's lump sum fees to provide the services described herein in Section 4.0 are as follows:

| | | | |
|-------|--|----|--------|
| 5.1.1 | Boundary Surveys Phase: (\$525 x 60 lots)* | \$ | 31,500 |
| 5.1.2 | Legal Descriptions: (\$300 x 60 lots)* | \$ | 18,000 |
| 5.1.3 | Phase 2 Bidding Documents Preparation Phase: | \$ | 3,500 |
| 5.1.4 | FDEP SRF RFI Preparation Assistance Phase: | \$ | 250 |
| | TOTAL | \$ | 53,250 |

NOTE: * The actual number of boundary surveys needed will be determined by City attorney.

- 5.1.5 Eminent Domain Expert Witness Phase (T&E basis):..... \$ 3,000

5.2 The City shall compensate EVI for services provided and costs incurred pursuant to: (1) EVI's City-approved Schedule of Hourly Rates and Schedule of Reimbursable Costs, which is incorporated herein by reference or (2) a mutually agreed upon lump sum fee as described above. Payment shall be made monthly to EVI by the City based upon an original invoice submitted by EVI to the City which describes the services completed, hours expended (if required), and reimbursable costs incurred pursuant to the performance of this Agreement. The parties hereto agree that the total cost of individual work tasks and cost categories may be exceeded, provided that the total not to exceed contract compensation shall not be exceeded without the City's approval.

5.3 Reimbursable expenses such as postage, telephone charges, document reproduction, specialized services for subcontractors, etc. shall be reimbursed as follows: (1) in the amounts enumerated in EVI's City-approved Schedule of Reimbursable Costs of (2) if not enumerated in the City-approved Schedule of Reimbursable Costs, based on the actual cost to EVI.

5.4 EVI's compensation is based on the scope of work presented in Section 4.0. Any increase to the scope of work may entitle EVI to additional compensation upon written authorization by the City.

- 6 **CITY'S RESPONSIBILITIES:** The City shall assume the following responsibilities in order to assist EVI in the timely and proper completion of its professional services as described in this Addendum No. 5.
- 6.1 Designate the Utilities Director, or his/her designated agent, to act as City's representative with respect to the services to be rendered under this Agreement. The Utilities Director, or his agent, shall have complete authority to transmit instructions; receive, evaluate, and respond to information; interpret and define City's policies and decisions with respect to EVI services for the City; and direct EVI's work.
 - 6.2 Provide in writing all criteria and full information as to City's requirements for the Project including financial data including but not limited to preparation of a Capital Financing Plan (Facilities Plan Attachment) as will be required for the FDEP SRF Facilities Plan.
 - 6.3 Provide all services and attend all required meetings as may be described in this Agreement or subsequent correspondence; promptly review, comment on, and return EVI submittals; and promptly advise EVI when the City becomes aware of any defect or deficiency in EVI services.
 - 6.4 In the performance of its work, EVI will rely on readily available and historic information provided by the City and by others without research to verify the accuracy of said information.
- 7 **OTHER MATTERS:** Except as provided for herein, the terms and conditions of the existing Master Consulting Agreement and the existing C Street and Vicinity and Lift Station No. 16 Service Area Sewer Replacement Agreement between the City and EVI shall apply.

**AUTHORIZATION TO PERFORM
ENGINEERING SERVICES (ADDENDUM NO. 5)
for
C STREET AND VICINITY AND LIFT STATION NO. 16 SERVICE AREA
SEWER REPLACEMENT PROJECT**

ENVISORS, LLC



Mr. Steven L. Elias, P.E. – Vice-President

12/23/13
(Date)

CITY OF LAKE WALES AUTHORIZATION:

Mr. Kenneth Fields – City Manager

(Date)