

MEMORANDUM

March 24, 2014

TO: Honorable Mayor and City Commission

VIA: Kenneth Fields, City Manager

FROM: Tom Moran, P.E., Utilities Director
Sarah B. Kirkland, Utilities Projects Administrator

SUBJECT: Sewer Infrastructure System Repair for Greenbrough Subdivision

SYNOPSIS: The approval authorizes the repair of the sewer infrastructure system for the Greenbrough Subdivision for \$255,865.00 with a 10% (\$25,586.50) contingency utilizing the LMR Construction Inc. contract approved by the Commission at its February 18, 2014 Commission meeting.

STAFF RECOMMENDATION

The recommendation is for the City Commission take the following action:

1. Approve staff to expend funds in the amount of \$255,865.00 with an additional 10% (\$25,586.50) for the repair of the sewer infrastructure system in the Greenbrough Subdivision utilizing the LMR Construction Inc. contract.

BACKGROUND

Staff is seeking approval to expend funds in the amount of \$255,865.00 with a 10% contingency (\$25,586.50) for the repair of the sewer infrastructure system in the Greenbrough Subdivision utilizing the LMR Construction contract the City Commission approved at its February 18, 2014 City Commission meeting. Upon completion of the project, the sewer infrastructure in this subdivision will be lined and restored to the optimum operating level. Therefore, staff is seeking commission approval to expend these funds as outlined above.

OTHER OPTIONS

Chose not to use the previously approved contract with LMR Construction for Sewer Infrastructure Pipe Lining Repair, have staff go through the competitive bid process for sewer infrastructure repair projects, thus requiring staff to seek a consulting engineer to create the bid specifications.

FISCAL IMPACT

Staff had budgeted \$500,000.00 over a period of two fiscal years in an attempt to be able to complete the entire subdivision once the project was started. As evidenced by the attached quote, and allowing for a 10% contingency in the event of unforeseen circumstances, this project has come in considerably below budget at a total of \$281,451.50.

ATTACHMENTS

LMR Construction Inc Contract
LMR Construction Inc price quote

**AGREEMENT TO PIGGYBACK A CONTRACT FOR SERVICES
BID BY ANOTHER GOVERNMENTAL ENTITY**

WHEREAS, LMR Construction a Florida corporation (the "Vendor"), entered into an agreement dated March 1, 2012, with Volusia County, a political subdivision of the State of Florida, for Pipe Lining services procured pursuant to F.S. §287.057 (the "Contract"),

WHEREAS, the CITY OF LAKE WALES, a Florida municipal corporation (the "City") has the legal authority under Ordinance 2013-17 adopted by the Lake Wales City Commission to "piggyback" onto a contract procured pursuant to F.S. §287.057 by another governmental entity when seeking to utilize the same or similar services provided for in the said contract; and

WHEREAS, the City desires to "piggyback" onto the above referenced Contract between the Vendor and Volusia county for utilization of the same or similar services for Storm Water and Sanitary Line Service (the "Work") and the Vendor consents to the aforesaid "piggybacking;"

NOW THEREFORE, having found it to be in the public interest,

1. The Vendor affirms and ratifies the terms and conditions of the above referenced Contract with Volusia County and agrees to perform the services set forth therein for the City in accordance with the terms of said Contract until the Work is completed. Vendor further agrees that for the purposes of interpretation and enforcement of the subject Contract, the term "City of Lake Wales" shall be substituted for the term "Volusia County" throughout the Contract.

2. The City agrees to utilize the services of the Vendor in a manner and upon the terms and conditions as set forth in the Contract with Volusia County until the Work is completed.


I. Public Records. Contractor acknowledges that it is acting on behalf of a Public agency and that this Agreement is subject to the provisions of §119.0701, Florida Statutes, and that Contractor must comply with the public records laws of the State of Florida. Contractor shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements and not.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

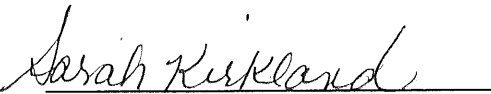
VENDOR


By: _____

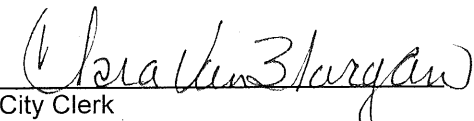
CITY OF LAKE WALES


By: By: Kenneth Fields, City Manager

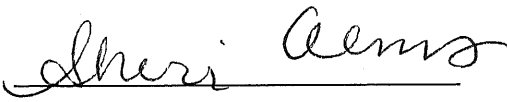
WITNESS:



ATTEST:


City Clerk

WITNESS:



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 997 Dawes Rd
 Frostproof, FL 33843
 Phone (863) 635-4651 Fax (863) 635-6867
LMR_montanez@hotmail.com
 Lmrconstruction.net

PROPOSAL

TODAY'S DATE 3/20/2014	PROPOSAL SUBMITTED City of Lake Wales
PAGE #'S 1	JOB LOCATION Lake Wales, FL Greenbrough Dr., Greenview Terrace Greenleaf Lane, Greentree Circle

We propose hereby to furnish Material, Labor and Equipment for the completion of:

Line #	Description	QTY	Unit Price	Total Price
1	Furnish and Install 8" CIPP Liner	2215 LF	\$31.00 per lf	\$68,665.00
2	Reinstatement of Service Connections	52 EA	\$100.00 EA	\$5,200.00
3	Lining of Laterals, up to 30' *	52 EA	\$3,500.00 EA	\$182,000.00
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TOTAL	\$255,865.00
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*NOTE: Lateral Lining – over 30' will be an additional charge per foot

INCLUSION: Pre & Post Cleaning, Pre & Post Video, Liner Installation

WE ARE PLEASED TO PRESENT THIS PROPOSAL AND LOOK FORWARD TO THE OPPORTUNITY TO BE OF SERVICE

LMR Construction, Inc. will provide all necessary labor, material and equipment. All work to be completed in a substantial workman like manner according to specifications submitted, per standard practices. Any alterations or deviations from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Payment is due **WITHIN 30 DAYS OF JOB COMPLETION WITHOUT RETAINAGE**. Finance charges of 1.5% per month and any costs incurred to collect balances due will be added to original invoice amount.

Authorized
 Signature **Luis Montanez**

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL The above prices, Specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____
 Date of Acceptance _____