



**CITY OF UMATILLA
AGENDA ITEM STAFF REPORT**

DATE: December 30, 2014 **MEETING DATE:** January 6, 2015

SUBJECT: Consultant's Competitive Negotiation Act [CCNA]

ISSUE: Proceeding with Selection of an Engineering Firm for Water Distribution Upgrade Project using State Appropriation

BACKGROUND SUMMARY: BESH engineering is proposing a two-step process with the first being for a needs analysis study and formulation of a work scope. Under Florida Statute, this is considered a planning step and if the cost is less than \$25,000 said step can be awarded to an engineering firm under continuing contract. BESH has a continuing contract, so they can do this work. Their proposal follows for consideration.

This first phase is considered crucial in determining what sections of the city need attention first, second and third. Once this work is complete, BESH would be in a position to negotiate survey, design, engineering and bidding work costs/fees.

Representatives from BESH will be present at the meeting to answer questions.

STAFF RECOMMENDATIONS: Direction to staff to accept the proposal from BESH to develop a needs analysis to determine the scope of work to be accomplished using the State Budget Appropriation of \$4 million.

FISCAL IMPACTS: \$23,135

COUNCIL ACTION:

Reviewed by City Attorney Yes No vN/A

Reviewed by City Engineer Yes No vN/A



VIA EMAIL girby@umatillafl.org

December 30, 2014

Glen Irby, City Manager
City of Umatilla
1 South Central Avenue
Umatilla, Florida 32784

RE: **PROPOSAL/AGREEMENT FOR WATER SYSTEM REHABILITATION
NEEDS ANALYSIS**

Dear Mr. Irby:

Enclosed please find our proposal for civil engineering and surveying services necessary to complete the above-referenced project, as requested.

Booth, Ern, Straughan & Hiott, Inc., is committed to providing a quality service at a reasonable price. We look forward to serving you this year, and into the future. Should you have any questions with regards to this matter, please feel free to contact our office.

Sincerely,
BOOTH, ERN, STRAUGHAN & HIOTT, INC.

Duane K. Booth, P.E.
Principal
duanebooth@besandh.com

DKB:csb

CC: Karen Howard, City of Umatilla (via email)
Duane K. Booth, BESH (via email)
Amy Malone, BESH (via email)
Claudia Bulgrin, BESH (via email)

Enclosure

H:\amy\WordPerfect-9.0\Proposals\City of Umatilla\Water System Rehab Needs Analysis Proposal\Submittal Letter 12-30-2014.wpd

ENGINEERS ♦ SURVEYORS ♦ LAND PLANNERS
902 North Sinclair Avenue ♦ Tavares, Florida 32778
Phone: 352.343.8481 ♦ Fax: 352.343.8495
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CIVIL ENGINEERING AND SURVEYING SERVICES PROPOSAL/AGREEMENT

FOR

**CITY OF UMATILLA
WATER SYSTEM REHABILITATION NEEDS ANALYSIS**

ENGINEERS:

Duane K. Booth, P.E., Principal
BOOTH, ERN, STRAUGHAN & HIOTT, INC.
350 North Sinclair Avenue
Tavares, Florida 32778
(352) 343-8481 Phone
(352) 343-8495 Fax
duanebooth@besandh.com

CLIENT:

Glenn A. Irby, City Manager
CITY OF UMATILLA
1 South Central Avenue
Umatilla, Florida 32784
(352) 669-3152 Phone
(352) 669-8313 Fax
girby@umatillafl.org

PROJECT: City of Umatilla Water System Rehabilitation Needs Analysis
CLIENT: Glen Irby, City Manager, City of Umatilla
DATE: December 30, 2014

CIVIL ENGINEERING AND SURVEYING SERVICES PROPOSAL/AGREEMENT

Booth Ern Straughan & Hiott, Inc. (BESH) is pleased to submit the following Scope of Services for the proposed City of Umatilla Water System Rehabilitation Needs Analysis.

SCOPE OF WORK

Prepare an analysis of the City's Water Distribution System to determine the top priorities and/or needed repairs and upgrades. The City of Umatilla was recently awarded \$4 million dollars in State Appropriations for upgrades to the City's Potable Water Distribution System to include, replacement of deteriorating metal pipe, replacement of old and brittle Class pipe, up sizing pipes to increase distribution flows and pressures for fire protection, and install additional isolation valving to minimize the amount of system shut down to make future repairs.

SCOPE OF SERVICES

TASK 001 NEEDS ANALYSIS

Conduct a study of the City's Potable Water Distribution system to determine to priorities and needed repairs or upgrades to maximize the use of the \$4 million State Appropriation Funding as designated.

Study will include review of the City's 2008 Potable Water Master Plan , Updated 2014 Water Distribution Maps, and the recent 2014 Water Valve Survey. In addition to reviewing these documents, BESH will meet with Staff to determine operating issues, valving or isolation problems, low pressure problems and areas or segments in need of continuous repair. The 2008 Water Distribution model will be updated based upon new mapping and recent upgrades to the distribution system and compared to actual field flow and pressure measurements for calibration to determine the areas of low pressure for fire protection. The results of this study will be a comprehensive look at the City's water distribution system and making recommendation as to what repairs and upgrades are needed, their priority based upon Health, Safety, Maintenance and Operations considerations, and Itemized costs for the components identified. The findings and costs will be presented to City Council for formal approval and upon approval by City Council, a final scope and fee will be prepared for Survey, Design, Permitting and Construction Oversight to implement the recommendations of the study.

FEE \$23,135.00

PROJECT: City of Umatilla Water System Rehabilitation Needs Analysis
CLIENT: Glen Irby, City Manager, City of Umatilla
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FEE SUMMARY

| TASK | AMOUNT |
|--------------|---------------------|
| TASK 001 | \$ 23,135.00 |
| TOTAL | \$ 23,135.00 |

THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING ITEMS:

1. Survey
2. Utilities Design
3. Permitting
4. Reimbursables to be billed based upon direct expense incurred by Booth, Ern, Straughan & Hiott, Inc., for blueprints, copies, molars, reproductions, postage, etc.
5. Advance of permit fees, impact fees, title search fees, recording or advertising fees.

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**HOURLY RATE SCHEDULE
(2014)**

Professional Services shall be charged at the following rate schedule:

ENGINEERING

| | |
|---|---------------|
| PROFESSIONAL ENGINEER (PRINCIPAL) | \$145.00/HOUR |
| PROFESSIONAL ENGINEER | \$130.00/HOUR |
| PROJECT ENGINEER | \$110.00/HOUR |
| ENGINEER TECHNICIAN I | \$95.00/HOUR |
| ENGINEER TECHNICIAN II | \$75.00/HOUR |
| BUILDING INSPECTOR | \$65.00/HOUR |
| CONSTRUCTION ENGINEER | \$85.00/HOUR |
| EXPERT TESTIMONY PROFESSIONAL ENGINEER | \$300.00/HOUR |

SURVEYING

| | |
|---|---------------|
| PROFESSIONAL SURVEYOR (PRINCIPAL) | \$145.00/HOUR |
| PROFESSIONAL SURVEYOR | \$110.00/HOUR |
| 3 MAN FIELD CREW | \$145.00/HOUR |
| 2 MAN FIELD CREW | \$125.00/HOUR |
| SURVEY TECHNICIAN I | \$95.00/HOUR |
| SURVEY TECHNICIAN II | \$75.00/HOUR |
| SURVEY TECHNICIAN III | \$30.00/HOUR |
| TITLE RESEARCHER | \$110.00/HOUR |
| EXPERT TESTIMONY PROFESSIONAL SURVEYOR | \$300.00/HOUR |

PROJECT: City of Umatilla Water System Rehabilitation Needs Analysis
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All printing for this project shall be billed out at the following rate schedule, plus sales tax:

(Outside Copying Services will be billed at cost)

Engineering Bond Copies

Black & White

11 x 17.....\$1.25
24 x 36.....\$2.50

Color Copies

11 x 17.....\$2.00
24 x 36.....\$6.00

Black & White Copies

8 ½ x 11.....\$0.10
8 ½ x 14.....\$0.15
11 x 17.....\$0.20

Color Copies

8 ½ x 11.....\$1.20
8 ½ x 14.....\$1.45
11 x 17.....\$1.70

Other Printing Services

24 x 36 Vellum.....\$9.00
24 x 36 Mylar.....\$12.00
24 x 36 Photo Paper, Color..... \$36.00
24 x 36 Foam Board.....\$20.00

Other Services

Fax.....\$1.00/Copy
Postage (Fed-Ex, Certified Mail, Etc)...@ cost
Concrete Monuments..... \$10.00
Rebar..... \$2.00
Mileage (T/M Projects Only)..... \$0.59

PROJECT: City of Umatilla Water System Rehabilitation Needs Analysis
CLIENT: Glen Irby, City Manager, City of Umatilla
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TERMS AND CONDITIONS

I. GENERAL CONDITIONS

A. AGREEMENT:

These terms and conditions are attached to and made part of the proposal for services (the "Proposal for Services") by which Booth, Ern, Straughan & Hiott, Inc. ("BESH") has agreed to perform certain professional engineering and/or surveying services for and on behalf of **City of Umatilla** ("Client"). The Proposal for Services, these terms and conditions, the hourly rate schedule, and the executed authorization to proceed attached to these terms and conditions shall constitute a contract (hereinafter referred to as the "Agreement") for the provision of services by BESH to and on behalf of Client.

B. TERMINATION:

This Agreement may be terminated by either party by furnishing written notice to the other party at least thirty (30) days prior to the effective date of termination. In the event that this Agreement is terminated by either party, Client shall pay BESH for all services performed and expenses incurred through the date of termination.

C. DOCUMENTS:

ENGINEERING DOCUMENTS

All original drawings, computations, details, design calculations, and electronic media that result from engineering services performed by BESH pursuant to this Agreement are and at all times shall remain the property of BESH. Signed and sealed construction plans, pdf files and AutoCad files will be issued to the Client as needed for permitting, bidding and construction. In doing so, Client agrees that no additions, deletions, changes or revisions shall be made to any of said documents without the express written approval of BESH. If payment for services is not received in accordance with Section II.(C)(Payment) of this Agreement, BESH reserves the right not to release any documents until payment is made current.

SURVEYING DOCUMENTS

All original drawings, computations, details, design calculations, field notes, and electronic media that result from surveying services performed by BESH pursuant to this Agreement are and at all times shall remain the property of BESH. Signed and sealed surveys may be obtained for a period of time up to ninety (90) days after issuance of the survey, and certifications may be revised during that same period of time for a fee of \$50.00 for each revision. Upon payment in full for services completed, and within the same period of ninety (90) days, Client, at Client's expense, may obtain copies of any documents or reproducible copies of drawings. In doing so, Client agrees that no additions, deletions, changes or revisions shall be made to any of said documents without the express written approval of BESH. After ninety (90) days and within one hundred eighty (180) days following issuance of the survey, BESH will revise certifications and will visually inspect the subject property for the purpose of reissuing a signed and sealed survey, charging its then-current hourly rates

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for performing said services and reissuing the survey.

D. FEE RENEGOTIATION:

The Proposal for Services describes the specific services to be performed and tasks to be undertaken by BESH for and on behalf of Client, and states the fee (the contract price) for each service and task. Except as otherwise provided in this Agreement, the contract prices quoted in the Proposal for Services shall remain in effect for a period of two (2) years from the date of execution of this Agreement. After the expiration of two (2) years from the date hereof, the contract prices stated in the Proposal for Services shall be renegotiated between BESH and Client with respect to all services and tasks that have not been completed by that date. The hourly rates set forth in the hourly rate schedule that is part of this Agreement shall apply to all **additional services** requested by Client outside the scope of the services and tasks described in the Proposal for Services. Said hourly rates are applicable through December 31st of the year in which this Agreement was executed, and are subject to renegotiation on January 1 of each year thereafter.

E. REGULATORY REQUIREMENTS:

The contract prices and hourly rates set forth in this Agreement have been quoted based on all federal, state and local regulations in effect as of the date that the authorization to proceed work is signed by the latter of BESH and Client. If any of said regulations change during the permitting and design phase of this project, BESH reserves the right to increase fees for services that may be affected by regulatory changes upon written notice to the Client.

F. PERMIT ACQUISITION

BESH cannot guarantee the acquisition of any or all of the permits and/or approvals that shall be required for Client's project. BESH agrees that it shall exercise its best efforts try to obtain all of the necessary permits and/or approvals. Nevertheless, Client shall be responsible for payment of all consulting fees due BESH regardless of agency/governmental actions, including without limitation the failure of one or more governmental agencies to give the necessary approval for the project.

II. COMPENSATION

A. ADDITIONAL SERVICES:

BESH shall be fully compensated by Client for all additional services performed by BESH, including, without limitation, the following:

1. Changes made at Client's request to the scope of services defined in this Agreement.
2. Revisions made necessary as a result of changes to local, state or federal governmental requirements after the date of this Agreement.
3. Redesign per Client after preliminary design has been submitted to the relevant approving agency.

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Client must sign a separate authorization to proceed form (a "Change Order") for each change in scope of services requested by Client before BESH is obligated to perform the revised scope of services.

B. OUT-OF-POCKET EXPENSES:

In addition to the fee schedule set forth in the Proposal for Services and the hourly rates to be charge for all additional services performed by BESH, BESH shall be reimbursed for all out-of-pocket expenses incurred by BESH, including, without limitation: blueprints, copies, plots, aerials, express deliveries, specialized postage, overnight courier services (such as Federal Express and UPS) and travel outside of the Central Florida area (greater than 25 miles from BESH's office located in Tavares, Florida). Printing and mileage expenses are set forth on the hourly rate schedule that is part of this Agreement. All other charges shall be billed to and paid by Client based on the actual costs incurred by BESH.

C. PAYMENT:

BESH shall submit invoices to Client on a semi-monthly (twice per month) basis. On each invoice, BESH will bill for its services in accordance with the hourly rate schedule included as part of this Agreement. The invoice also will identify the task or the tasks from the Proposal for Services on which BESH performed services during the billing period. If the Proposal for Services states a lump sum dollar figure for any particular task, the lump sum amount will represent a "not to exceed" figure for the task in question, and BESH will continue to bill by the hour for its services on that task until the "not to exceed" figure has been billed in full. Thereafter, unless the scope of services to be performed by BESH pursuant to said task has been changed and the compensation to be paid to BESH has been modified pursuant to Section II.A. of these Terms and Conditions, BESH will continue to perform its services under that task without additional charges for its services until BESH has performed all work required by that task. Client shall notify BESH in writing within ten (10) days from the date of the invoice if Client has any questions about the services performed or the charges for those services as reflected on the invoice. Client waives any and all challenges to the services performed and the charges for those services not raised within said ten (10) day timeframe. All invoices shall be due and payable in full within fourteen (14) days from the date of the invoice. All unpaid balances that remain unpaid after fourteen (14) days from the date of the invoice shall be subject to interest on the unpaid balance at the rate of 1.5% per month.

All outstanding invoices shall be paid in full by Client prior to plan submittal to any permitting agency, preparation of Final Plans for building purposes, Final Recording of Record Plat, and/or Final Certification of Completion to state and local agencies. BESH shall have no obligation under this Agreement to submit or prepare any of the foregoing materials unless and until Client complies with this requirement. In addition, in the event that any balance remains unpaid for at least 45 days from the date of the invoice which included the unpaid balance, BESH shall have the right to terminate any and all further work on the project until Client has paid said balance in full.

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III. MISCELLANEOUS

A. FORCE MAJEURE:

BESH shall not be liable for any delays or failure in performance due to contingencies beyond BESH's reasonable control including, without limitation, acts of God, war, fire, explosion, flood, epidemic, severe weather, earthquake, rainstorm, riots, theft, accidents, strike, work stoppage, acts or regulations of a governmental entity, shortages of vehicles, fuel, power, labor or material, delays of other companies or contractors, or any other causes whatsoever whether similar or dissimilar to those previously enumerated. In the event of delay caused by any of the foregoing, BESH's time for performance shall be extended for such time as may be reasonably necessary to enable BESH to perform.

B. LIMITATION OF LIABILITY:

UNDER NO CIRCUMSTANCES SHALL BESH BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LIQUIDATED DAMAGES, DELAYS, LOSS OF PRODUCTIVITY, INEFFICIENCY, LOSS OF GOOD WILL, OR ANY OTHER DAMAGES WHICH ARE SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL. THE LIABILITY OF BESH TO CLIENT, FOR ANY CAUSE OR COMBINATION OF CAUSES ARISING OUT OF OR RELATED TO THIS AGREEMENT, SHALL BE LIMITED TO THE TOTAL AMOUNT OF THE COMPENSATION PAID BY CLIENT TO BESH PURSUANT TO THIS AGREEMENT.

C. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between BESH and Client and supercedes any and all prior or contemporaneous understandings, representations and agreements, oral or written. No amendment, modification or waiver hereof will be binding on BESH unless made in writing and duly executed by an authorized representative of BESH.

D. WAIVER:

The failure of BESH to enforce any provision of this Agreement or to exercise any right accruing through the default of the Client hereunder, shall not constitute a waiver of any other rights of BESH with respect to this Agreement.

E. COSTS AND ATTORNEY'S FEES:

In the event of any litigation to enforce the terms of this Agreement, BESH shall be entitled to recover court costs and reasonable attorney's fees for all proceedings, including at the trial court level, on appeal, and in connection with bankruptcy court proceedings. In the event that BESH retains the services of an attorney to collect from Client any sums due hereunder, BESH shall be entitled to recover from Client all fees and costs incurred with said attorney, whether suit is brought or not.

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F. GOVERNING LAW; VENUE:

This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any proceeding based upon this Agreement shall lie exclusively in the state court of competent jurisdiction in Lake County, Florida.

G. SEVERABILITY:

If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby but rather this Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the parties shall be construed and enforced accordingly.

H. STATEMENT REGARDING DESIGN PROFESSIONALS (ABSENCE OF LIABILITY).

THIS AGREEMENT HAS BEEN ENTERED INTO BETWEEN CLIENT AND BESH. CLIENT ACKNOWLEDGES AND AGREES THAT THE INDIVIDUAL EMPLOYEES AND AGENTS OF BESH, INCLUDING WITHOUT LIMITATION THE DESIGN PROFESSIONALS WHO ARE EMPLOYEES OR AGENTS OF BESH, ARE NOT PARTIES TO THIS AGREEMENT. PURUSANT TO SECTION 558.0035, FLORIDA STATUTES, THE INDIVIDUAL EMPLOYEES OR AGENTS OF BESH (INCLUDING WITHOUT LIMITATION ALL ENGINEERS, SURVEYORS, AND OTHER DESIGN PROFESSIONALS WHO ARE EMPLOYEES OR AGENTS OF BESH), SHALL NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF OR RELATED TO ANY WORK PERFORMED BY SAID EMPLOYEES OR AGENTS PURSUANT TO THIS AGREEMENT.

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AUTHORIZATION TO PROCEED

**PROPOSAL FOR CIVIL ENGINEERING AND SURVEYING SERVICES
AS DESCRIBED IN THE ATTACHED PROPOSAL**


To acknowledge your agreement with the terms and conditions set forth in this Agreement (consisting of the Proposal for Services, the Terms and Conditions, the Hourly Rate Schedule and this Authorization to Proceed), and to provide Booth, Ern, Straughan & Hiott, Inc. (BESH) with Client's authorization to proceed with the work described in the Agreement, please fill out and sign the Authorization to Proceed below and return it to our office. We will schedule the work upon receipt of the executed Authorization to Proceed. The contract prices, hourly rates, and costs for printing and similar expenses set forth in this Agreement shall be valid for ninety (90) days from the date of this proposal. If this Agreement is not accepted by Client within said period of ninety (90) days, BESH reserves the right to modify any and all of the contract prices, hourly rates and cost figures set forth herein.

Retainer Amount:
\$ _____

THIS PROPOSAL/AGREEMENT ACCEPTED THIS _____ DAY OF _____, 2014.

Booth, Ern, Straughan & Hiott, Inc.

Client

Signature 

By: Duane K. Booth, P.E.

Title: Principal

Signature _____

By: _____

Title: _____
