

**City Council Special Meeting
Tuesday, December 418 2018 1:00 pm
City Hall 201 Paradise Path**

Mayor William A. Cathey

**Councilman Bill McGlothlin
Councilwoman Linda Albrecht**

**Councilman Jerry Wallace
Councilman Rex Putnal**

1. SBA Presentation
2. General Engineering Task Order
3. Sewer Task Order
4. Storm Water RFP
5. Lift Station Panels
6. Miscellaneous

**CONFERENCE BRIDGE TO LISTEN TO THE MEETING: 1-302-202-1107 ACCESS
CODE: 620849**

*You are hereby notified that in accordance with Florida Statutes, you have a right to appeal any decision made by the Council with respect to any matter considered. You may need to insure that a verbatim record of the proceedings is made which may need to include evidence and testimony upon which the appeal is based. Any person requiring a special accommodation at this meeting because of a disability or physical impairment should contact Adrian Welle, City Clerk, at 114 North 22nd Street, Mexico Beach, Florida 32456; or by phone at (850) 648-5700 at least five calendar days prior to the meeting. If you are hearing or speech impaired, and you possess TDD equipment, you may contact the City Clerk using the Florida Dual Party Relay System, which can be reached at 1-800-955-8770 (TDD).

December 13th, 2018

Ms. Tanya Castro
City Administrator
City of Mexico Beach
PO Box 13425
Mexico Beach, FL 32410

Re: General Engineering Services for Hurricane Michael
Task Order for Professional Services

Dear Ms. Castro,

Dewberry appreciates the opportunity to provide this Task Order for engineering services to the City of Mexico Beach associated with Hurricane Michael. It is our understanding that the City desires Dewberry to perform general engineering services to address immediate and long-term restoration of critical infrastructure, including utilities, roadways, stormwater, and other City infrastructure. Dewberry may also perform tasks relating to the City's need for infrastructure repair and assessment. Dewberry will assist the City in preparing applications for non-FEMA grant funding opportunities for projects as requested by the City. Specifically, Dewberry may perform the following tasks as directed by the City to address engineering services:

1. Sewer: evaluation and inspection for inflow and infiltration; evaluation of rehabilitation to pipes wet wells and manholes; evaluation and inspection of replacement of certain force mains gravity mains and lift stations; evaluate, replace, and modify for resiliency control panels for lift stations.
2. Water: all engineering and design work for potential replacement of water storage tank, replacing mains on west side of city and potentially some mains on the east side of City, replacing vulnerable infrastructure with more resilient designs.
3. Explore and make recommendations for connection and treatment for water and sewer to the east during emergency situations, associate design work if directed by the City.
4. Assist with anticipated changes within the City's administration of floodplain management associated with the State and National Floodplain Management Programs and resiliency measures required or recommended by federal or state agencies.
5. Stormwater: evaluation, inspection, and design recommendations for repair of damaged stormwater structures, ditches, and watershed systems.
6. Assist with documentation, justifications, advocacy for pursuing all available State of Florida funding or relating to the design and replacement of infrastructure necessitated by Hurricane Michael damage or improved resiliency projects
7. Hurricane Michael related general continuing engineering services consistent with Florida Statute 287.055, as requested by the City in writing.

Dewberry shall perform work based on our current hourly rates as provided in our Master Services Contract dated December 11th, 2018.

This work under this task order will be performed on a time and materials basis with a ceiling price of \$50,000.00 that Dewberry exceeds at its own risk.

All terms and conditions of this Task Order shall be governed by the terms and conditions in the current continuing services contract between Mexico Beach and Dewberry Engineers Inc. and according to the following federal requirements.

FEDERAL REQUIREMENTS

Federal funding will be requested for the additional duties established by this Task Oder and, therefore, the following clauses are added to the work performed under this Task Order:

Remedies.

The parties are entitled to all available legal remedies under Florida law for a beach of this contract or for a beach of Engineer's standard of care.

Termination for Convenience

Either party may terminate for convenience or no reason at all without further liability to the other party except for work reasonably completed prior to the effective date of the termination. Any such termination shall be either in writing or, in the case of a termination by the City, by a vote of the City Council or in writing. The City is entitled to terminate under this paragraph at any time and such termination may be effective immediately. Termination by Engineer requires no less than ten days advanced written notice.

Termination for Cause.

Without limiting the parties' rights to terminate under Section V., if Engineer fails to comply with any of the terms and conditions of this Agreement, City may give notice, in writing, to Engineer of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, City may, with no further notice, declare the Agreement to be terminated. The Engineer will thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by City by reason of Engineer's failure to comply with the Agreement.

Notwithstanding the above, Engineer is not relieved of liability to City for damages sustained by City by virtue of any breach of this Agreement by Engineer and City may withhold any payments to the awarded bidder for the purpose of setoff until such time as the amount of damages due City from the Engineer is determined.

Rights to Inventions Made Under A Contract Or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Contract Work Hours and Safety Standards Act 40 U.S.C. 3702 And 3704, As Supplemented By Department Of Labor Regulations (29 Cfr Part 5)

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

Section XV. Clean Air Act.

- (1) Engineer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) Engineer agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) Engineer agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Section XVI. Federal Water Pollution Control Act.

(1) Engineer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) Engineer agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) Engineer agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Section XVII. Suspension and Debarment.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Engineer is required to verify that none of the Engineer, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) Engineer must comply with 2 C.F.R. pt. 180, subpart C and 2

C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the Engineer did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to any state agency serving as recipient, the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Section XVII. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Section XVIII. Procurement of Recovered Materials.

In the performance of this contract, the Engineer shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

Section XIX. Changes to Agreement.

Amendments to this Agreement, including changes to alter the method, price, or schedule of the work, must be by a written amendment made in writing executed by the parties.

Section XX. Access to Records. The following access to records requirements apply to this Agreement:

- (1) The Engineer agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Engineer which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Engineer agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Engineer agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

Section XXI. DHS Seal, Logo, and Flags.

The Engineer shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

Section XXII. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund the Agreement only. The Engineer will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Section XXIII. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Section XXIV. Program Fraud and False or Fraudulent Statements or Related Acts.

The Engineer acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Engineer's actions pertaining to this contract.

Conflicts of Interests; Gifts

The parties have followed and agree to continue to follow Chapter 112, Florida Statute, standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts; the standards regarding solicitation and/or acceptance of gratuities, favors, or anything of monetary value from contractors or parties to subcontracts; and for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

If you have any questions, please do not hesitate to contact us. We appreciate the opportunity to provide these services to you.

Sincerely,



B. Dina Bautista, PE, CFM
Project Manager
Dewberry
324 Marina Drive
Port St Joe, FL 32456
850-571-1175
dbautista@dewberry.com

Approved by:

Tanya Castro, City Administrator

Date: _____

December 13th, 2018

Ms. Tanya Castro
City Administrator
City of Mexico Beach
PO Box 13425
Mexico Beach, FL 32410

Re: Task Order for Design of Sanitary Sewer Rehabilitation, Repair, and Replacement due to Hurricane Michael

Dear Ms. Castro,

Dewberry appreciates the opportunity to provide this Task Order for engineering services to the City of Mexico Beach for design of sanitary sewer rehabilitation, repair, and replacement due to Hurricane Michael. The City's gravity and pressure sewer system suffered significant damage caused by Hurricane Michael including system-wide sedimentation, structural damage to manholes, and disjointed, collapsed and broken pipes. Due to the damage, the City's sewer system is currently experiencing significant Inflow and Infiltration during rain events. It is our understanding that the City requests that Dewberry perform inspection, smoke testing, analysis, design, and bidding services for rehabilitation, repair and replacement of the City's gravity and pressure sewer system. Based on the scope provided by the City and included as Exhibit A, this includes approximately 110,016 linear feet of sewer main and 487 manholes within the City limits. Tasks to be performed are summarized as follows:

A. CLEANING AND VIDEO INSPECTION

\$275,040.00

1. Manholes, lift stations, and sewer mains will be cleaned of sediment.
2. Manholes, lift stations, and sewer mains will be video inspected. This will include locating disjointed, damaged, or collapsed pipes and pipes which do not meet minimum slope requirements. In addition, the inspection will locate all lateral lines that are connected to City gravity mains.
3. Deliverable will include 2 copies of DVDs and damage summary reports.
4. In order to perform cleaning the sewer system, the City will be required to provide water at fire hydrants and a dumpsite for the material removed from sewer.

B. SMOKE TESTING

\$55,240.00

1. Perform smoke testing of all sewer mains to identify sources of inflow and infiltration.
2. Damaged areas will be logged and flagged.
3. The location of leaking service laterals will be estimated and marked based on field observation.

C. SURVEYING SERVICES

\$35,640.00

1. Damaged sewers and the locations of marked service laterals will be located and surveyed as they are identified.
2. The location, top of rim elevation and depth of sewer manholes will be surveyed.
3. Topographic survey (including right of way) will be performed for the area on the south side of Highway 98 from 8th Street to Sunset Park (approximately 19th Street). This area that has suffered the most extensive

damage to sewer and therefore, it is expected that sewer lines and manholes within this area will require replacement.

4. Based on the condition of sewer it is possible that additional topographic survey will be required for design of replacement. Additional surveying will be provided for an additional lump sum fee under an addition to this Task Order as needed at the request of the City.

D. DESIGN SERVICES AND PERMITTING

\$58,300.00

1. Analyze and compile inspection and smoke testing results into a summary of the extents and locations of damaged sewer and recommended method for repair, rehabilitation, or replacement.
2. Based on the above tasks, Dewberry will prepare plans, details, and specifications that conform with City's standards for sanitary sewer construction.
3. Prepare and submit applicable state, federal, and local permits for project.
4. Prepare contract documents and specifications necessary for bidding the project for construction.
5. Assist the City in receiving bids and provide a recommendation for award.

Dewberry shall perform work based on a lump sum fee of \$424,220.00.

All terms and conditions of this Task Order shall be governed by the terms and conditions in the current Master Services Agreement between Mexico Beach and Dewberry Engineers Inc. dated December 11th, 2018 and according to the following federal requirements.

FEDERAL REQUIREMENTS

Federal funding will be requested for the additional duties established by this Task Order and, therefore, the following clauses are added to the work performed under this Task Order:

Remedies.

The parties are entitled to all available legal remedies under Florida law for a breach of this contract or for a breach of Engineer's standard of care.

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any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

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(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

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If you have any questions, please do not hesitate to contact us. We appreciate the opportunity to provide these services to you.

Sincerely,



Clifford D. Wilson III, PE
Vice President
Dewberry
203 Aberdeen Pkwy
Panama City, FL 32405
850-571-1204
cwilson@dewberry.com

Approved by:

Tanya Castro, City Administrator

Date: _____