



PUBLIC MEETING NOTICE

SPECIAL COUNCIL MEETING:

Date: Tuesday, September 4, 2018

Time: 7:30pm

**Location: in the Village Hall at
500 NE 87th Street**

RE: Septic to Sewer Project

Members of the public are welcome and encouraged to attend.

**Yenise Jacobi
Village Clerk**

VILLAGE HALL
500 NE 87TH ST
EL PORTAL, FL 33138
CHRISTIA ALOU
VILLAGE MANAGER



MAYOR CLAUDIA V. CUBILLOS
VICE MAYOR OMARR C. NICKERSON
COUNCILPERSON HAROLD E. MATHIS, JR.
COUNCILPERSON WERNER DREHER
COUNCILPERSON VIMARI ROMAN

Special Council Meeting
Tuesday, September 2018
Agenda
7:30 PM

Statement of Decorum

Any person making a racial or slanderous remark or who becomes boisterous while addressing the Village Council, Staff, etc. shall be barred from the audience by the presiding officer. No profanity, shouting, heckling, verbal outbursts or disruptive behavior in support of or opposition to a speaker or his/her remarks is permitted. No signs or placards shall be allowed in the Village Hall. Person exiting the Village Hall shall do so quietly.

“Pursuant to Florida Statutes, Chapter 286.0105: If a person decided to appeal any decision made by the Board, Agency or Committee with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.”

- A. **CALL TO ORDER**.....Mayor Claudia V. Cubillos, Presiding
- B. **SILENT MEDITATION & PLEDGE**.....Salute American Flag in Unison
- C. **ROLL CALL**.....Yenise Jacobi, Village Clerk
- D. **APPROVAL OF AGENDA**
- E. **ACKNOWLEDGMENT OF VISITORS AND/OR SPECIAL PRESENTATIONS:**
F1. Contract Septic to Sewer Addendum - Design 1 for Engineering Firm
- F. **GOOD AND WELFARE**
(Note: This section of the agenda is reserved in the spirit of a representative democracy “of, by, and for the people” and is specifically provided as a mechanism for the input and solutions on matters of concern of Villagers. We request that comments be limited to **3 MINUTES PER PERSON**, and that speakers and the audience maintain proper decorum at-large.
The speaker should keep to only issues on the agenda.)
- G. **AGENDA ITEM:**
G1. Contract Septic to Sewer Addendum - Design 1 for Engineering Firm

**Special Council Meeting
September 4, 2018
Meeting Agenda**

H. GOOD AND WELFARE

(Note: This section of the agenda is reserved in the spirit of a representative democracy “of, by, and for the people” and is specifically provided as a mechanism for the input and solutions on matters of concern of Villagers. We request that comments be limited to **3 MINUTES PER PERSON**, and that speakers and the audience maintain proper decorum at-large. The speaker should keep to only issues on the agenda.)

I. ADJOURNMENT:

Mayor & Councilpersons

In accordance with the American With Disabilities Act of 1990, all persons with disabilities and who need special accommodations to participate in this meeting due to that disability should contact the Village Clerk’s Office at (305) 795-7880 no later than two (2) business days prior to such proceeding.

August 3, 2018

Proposal No. 1704355

Christia Alou, Village Manager

Village of El Portal

500 NE 87th Street

El Portal, Florida 33138

**Re: Addendum No. 1 to Supplemental Agreement
Sanitary Sewer System Improvements Phase 1 Project Design and Permitting**

Dear Ms. Alou:

We are pleased to submit this Addendum No. 1 to the Supplemental Agreement to provide the Village with consulting engineering services on this Project. This Agreement describes our scope of services to provide additional design and permitting services for the Village's proposed Sanitary Sewer System Improvements Phase 1 Project.

Upon review and approval, please sign and return one (1) executed copy of this Addendum to our office.

Please call us if you have any questions. We sincerely appreciate the opportunity to serve the Village of El Portal with this important Project.

Sincerely,
PENNONI ASSOCIATES INC.



Steven L. Elias, PE.
Division Manager



Roger L. Homann
Project Manager

ADDENDUM NO. 1

SUPPLEMENTAL AGREEMENT TO MASTER AGREEMENT

SANITARY SEWER SYSTEM IMPROVEMENTS PHASE 1 DESIGN

By and Between

VILLAGE OF EL PORTAL - and - PENNONI ASSOCIATES INC.

- 1.0 BACKGROUND INFORMATION:** The Village desires to construct a wastewater collection system to serve residents within the Village. Treatment and disposal of the collected wastewater will be provided by Miami-Dade Utilities. Pennoni has assisted the Village with applying for Clean Water State Revolving Fund (CWSRF) grant/loan funding from the Florida Department of Environmental Protection (FDEP) for design and permitting of the proposed Project. A Wastewater Facilities Plan describing the project has also been prepared and has been submitted to the FDEP. The Wastewater Facilities Plan describes a wastewater collection system to serve the entire Village and also defines the first phase (Phase 1) the Village desires to construct. CWSRF grant/loan funding for design and permitting of Phase 1 of the Project (80 percent grant/20 percent low interest loan) was approved at the FDEP funding hearing conducted on August 9, 2017. Pennoni is under contract to provide design and permitting services for the proposed Sanitary Sewer System Improvements Phase 1 Project.

Pennoni was originally striving to meet the FDEP CWSRF readiness to proceed requirements for the project (shovel-readiness by June 25, 2018) and close out/complete the design phase in time for the August 8, 2018, priority list meeting to request construction phase funding. A majority of the design phase application requirements have been completed. However, due in part to multiple pumping station site location preliminary design evaluations and associated pursuits, out of scope redesign (plans, constructability reviews, design reports, cost evaluations, master plan, etc.) and permitting has been performed, and additional design and permitting efforts remain to be accomplished prior to being able to close out the design phase of the Project. It is now anticipated the Village will need to postpone its shovel-ready construction funding request from August to November 2018.

One critical aspect of the overall project design is the location of the lift station, which will transmit flows from the gravity sewer collection system via a force main to the Miami-Dade Water and Sewer Department (WASD) defined point of connection. The location of the lift station on Miami-Dade Public Schools property at Horace Mann Middle School has been changed/negotiated/evaluated at six different locations during the design of the project, primarily due to County Master planning desires and extended Village negotiations with the School Board concerning the acceptable location. Direction on the desired/acceptable pump station location has been provided by the Village, School principal, School Board facilities staff, WASD points of connection staff (3 separate Point of Connection Memos with three different lift station locations), WASD master planning staff, WASD plans review staff, etc. These Village negotiations to obtain the apparent final easement located in southwest corner of the school site are still not complete.

The timeline of design and permitting efforts have been extremely challenging due to the short available completion window. With Pennoni's engineering Agreement being executed on February 7, 2018, a shovel ready deadline of June 25, 2018, a normal design/permitting duration of 6+ months,

the Funding hearing on August 8, 2018, and the Village's income related grant eligibility potentially ending in 2018, it was necessary to move the project forward in an expeditious manner.

The relocation of the lift station location throughout our design work to date has resulted in supplemental work efforts that were not covered under our original Agreement with the Village. The supplemental work efforts are detailed below in Section 2.0.

FDEP CWSRF has been contacted to inquire if an addendum to the Village's existing grant/loan would be possible to provide the Village with additional funding for the supplemental engineering work necessary to finish the design and permitting of the Project. FDEP has confirmed they will be able to fund additional out-of-scope design services with an email request to do so by August 3, 2018. Upon request, additional loan funding would be approved at the August 8, 2018, funding priority list meeting, which would add approximately \$4,300/year to the Village's project repayment starting in 2020. A grant/loan agreement amendment would then be sent by the FDEP CWSRF program to the Village for ultimate approval.

2.0 SUMMARY OF PENNONI'S SERVICES (ADDENDUM NO. 1): The following are additional services outside our original Agreement scope that Pennoni will perform:

- Additional assistance with negotiating the lift station easement with school board and Miami-Dade WASD including multiple site meetings;
- Multiple iterations of sewer and force main design to accommodate the various locations of the lift station;
- Multiple revisions to the lift station basin master plan (1/2 the Village area) required by Miami-Dade WASD to determine the bottom elevation of the wet well is acceptable to service WASD's needs;
- Evaluate additional costs and constructability (existing utilities/conflicts, proximity to building, depth, etc.) of re-using the School Board's existing pumping station and/or the adjacent open area.
- Additional geotechnical work to study multiple lift station sites;
- Additional time needed to assist Village with negotiating design variances (smaller dimensions, proximity to building, driveway variations, grading issues, security/access, with multiple lift station locations, layout dimensions, etc) with WASD and School Board staff;
- Additional design tasks for the final selected lift station location, which is located within the flood plain and requires flood resiliency design;
- Additional electrical service and transformer location design tasks due to the various lift station site locations and also flood resiliency considerations for the transformer;
- Additional geotechnical engineering work for the revised lift station site;
- Additional land survey work for the revised lift station site;
- Multiple hydraulic design reports and pump variations associated with different hydraulic operating conditions associated with the different locations;
- Pump design revisions associated with changed WASD connection criteria; and
- Interim permit approvals and coordination with WASD to accommodate delayed easement acquisition, varied defined point of connection/pump station location approvals, master plan approvals, sewer layout elevations/depths, and issuing SRF notice of intent to issue permit correspondence to accommodate the shovel ready deadlines.

3.0 PENNONI'S COMPENSATION: Pennoni's additional lump sum fee to provide the services described in Section 2.0 is \$85,000.

4.0 OTHER MATTERS: Except as provided for herein, the terms and conditions of the existing Master Consulting Agreement between the City and Pennoni shall apply.

IN WITNESS WHEREOF, the Village and Pennoni have executed this Agreement Addendum in duplicate as of the date given below.

PENNONI ASSOCIATES INC.



Beth L. Evans, AICP, LEED AP
Office Director

8/3/2018

Date

VILLAGE OF EL PORTAL, FLORIDA

Village Manager

Date

August 31, 2018

Proposal No. 1804232

Christia Alou, Interim Village Manager

Village of El Portal

500 NE 87th Street

El Portal, Florida 33138

Re: Agreement to Perform Phase 1 Stormwater System Improvement Project Design

Dear Ms. Alou:

In accordance with your request, we are pleased to submit two (2) sets of this Supplemental Agreement to provide the Village with consulting engineering services on this Project. This Supplemental Agreement describes our scope of services to provide design services for the Village's proposed Stormwater System Improvements Phase 1 Project.

Upon review and approval, please sign and return one (1) executed copy of this Supplemental Agreement to our office.

Please call us if you have any questions. We sincerely appreciate the opportunity to serve the Village of El Portal with this important Project.

Sincerely,

PENNONI ASSOCIATES INC.



Steven L. Elias, PE.
Division Manager



Kelly Cranford, PE, Env Sp
Project Manager

PROPOSAL NO. 1804232

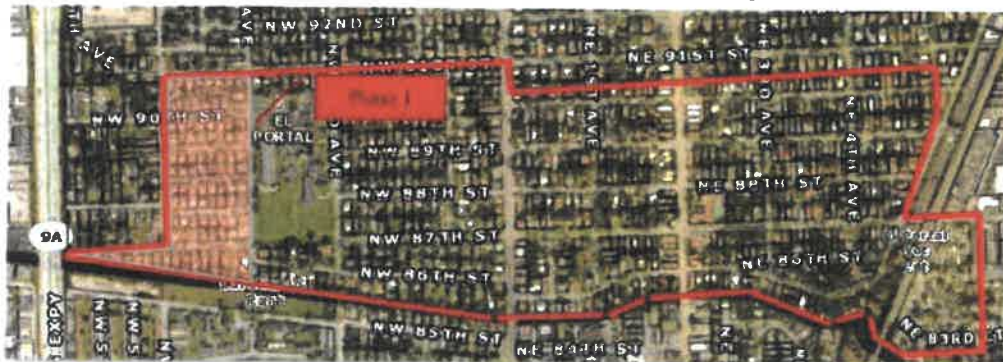
**SUPPLEMENTAL AGREEMENT TO MASTER AGREEMENT
STORMWATER SYSTEM IMPROVEMENTS PHASE 1 DESIGN**

By and Between

VILLAGE OF EL PORTAL - and - PENNONI ASSOCIATES INC.

- 1.0 GENERAL:** This is a Supplemental Agreement to the Master Agreement between PENNONI ASSOCIATES INC. (Pennoni or Engineer) and the VILLAGE OF EL PORTAL (Village or Owner) for professional services. Except as provided for herein, the provisions of the Master Agreement between Village and Engineer dated May 23, 2017 shall apply to this Supplemental Agreement.
- 2.0 EMPLOYMENT:** The Village hereby retains the professional engineering services of Engineer. Village and Engineer, in consideration of their mutual covenants herein, agree in respect of the performance of professional engineering services by Engineer and the payment for those services by Village as set forth herein. Pennoni was competitively selected to perform the scope of work described herein in accordance with F.S. 287.055 (Consultant’s Competitive Negotiation Act).
- 3.0 PROJECT DESCRIPTION AND PURPOSE:** The Village desires to construct improvements to the existing stormwater conveyance system to serve residents within the Village. A Stormwater Facilities Plan describing the project has been approved by the Village and submitted to the Florida Department of Environmental Protection (FDEP). The Stormwater Facilities Plan describes a stormwater conveyance system serving the entire Village and also defines the first phase (Phase 1) the Village desires to construct. CWSRF loan funding for design and permitting of Phase 1 of the Project was approved at the FDEP funding hearing conducted on August 8, 2018. The Village desires to retain Pennoni to provide design services for the proposed Phase 1 Stormwater System Improvements Project. Pennoni will endeavor to include stormwater management improvements to as much of the Project Area as is feasible to construct based on the available funding. (Approximately \$500,000 was available from existing Village budget sources at the time of Project planning.) If additional funding becomes available, the scope of this Project can be expanded to include further improvements upon the Village’s request.

FIGURE 1: Project Area of Proposed Stormwater System Improvements Phase 1



Based on the Phase 1 Project described in the Stormwater Facilities Plan, the Project will generally include re-grading portions of the southwest area basin to improve stormwater conveyance to existing subsurface water

quality treatment areas; improve surface conveyances to take advantage of previously constructed exfiltration trenches and off-line treatment basins; and replacement of flap valves on existing stormwater outfalls with operable gate valves. Improvements will be limited to areas within Village-owned right-of-way and easements. This will include targeted improvements to existing driveways to remediate existing stormwater issues within the right-of-way as much as feasible within the available project funding. The Project includes stormwater improvements only; additional design components such as sidewalks, extensive curbing, landscaping, handicap ramps, and work on private property is not included.

4.0 SCOPE OF SERVICES: Pennoni will provide, or obtain from others, professional engineering design services for this Project. Pennoni's services will include serving as the Village's engineering representative for the Project and providing customary professional civil engineering and consulting services. Pennoni makes no warranties, express or implied, under this Agreement or otherwise, in connection with Pennoni's services. Notwithstanding anything else herein, Pennoni shall perform its services in accordance with generally accepted practices and the professional standard of care.

4.1 Preliminary Engineering Phase: Pennoni will:

- 4.1.1 Meet with Village staff to verify project objectives and available budget
- 4.1.2 Evaluate deficiencies in the existing surficial stormwater conveyance system
- 4.1.3 Meet with Village staff to agree on upon specific high impact improvements prior to subsequent design
- 4.1.4 Prepare 30% Design Plans for roadway regrading, adjustment of existing stormwater inlets, and conveyance improvements within the Village owned right-of-way only.

4.2 Design Phase

- 4.2.1 Prepare Construction Documents: Pennoni will prepare Bidding and Construction Level Documents for this Project. The Construction Documents will consist of the Construction Plans incorporating Technical Specifications, Bid Form, typical Construction Contract, and other 'Front End Type' documents, in accordance with the Village's procurement requirements. The Construction Documents will include all content required by the FDEP CWSRF for approval of the documents including but not limited to FDEP CWSRF Special Conditions, Davis Bacon wage determination provisions, and American Iron and Steel provisions. It is assumed that a Maintenance of Traffic (MOT) Plan(s) from the FDOT Standard Index will be used for this Project. If a project-specific MOT plan is required by any jurisdictional agency, this will be prepared as an Additional Service.
- 4.2.2 Coordinate with Utility Owners (e.g., gas, electric, telephone, cable TV): Pennoni will, as part of its limited site utility research, provide known utility providers with a set of draft Plans showing the Village's proposed utility line locations and request them to sketch the approximate locations of their utilities and give comments regarding potential conflicts as deemed necessary. Due to information source and project timing limitations, there is no assurance that all existing utilities and proposed future utility line locations will be accurately defined in their depth and extent within the vicinity of the Project within the Village's project schedule.

(NOTE: Please be advised that a state law in association with Sunshine State One Call of Florida allows utility companies to charge service fees for providing utility location information inside public rights-of-way and/or easements. These fees cover services such as meetings with engineers, site visits to flag utilities in the field, reviewing and marking up plans to depict the location of their facilities, etc., which are necessary to facilitate the design and construction of improvements within rights-of-way and/or easements. If we receive invoices for these charges, we will include them on our invoices to the Village as a direct reimbursable cost.)

4.2.3 Village Reviews: The following milestone reviews will be conducted with Village staff:

- At the 30% completion milestone, Pennoni will submit a conceptual design for staff review and subsequent presentation at a public meeting. This conceptual design will include a generalized right-of-way cross-section and preliminary roadway profile. Upon approval by the Village, this will be the basis for Engineer's final design. Any substantial changes to this conceptual plan could result in additional fees for redesign work.
- At the 90% completion milestone, Pennoni will submit one set of drawings to Village for review and comment. The 90% submittal will include the applicable permit applications described herein in Section 4.3.
- The 100% submittal will incorporate the Village's 90% review comments. At the 100% completion milestone, Pennoni will submit one set of the Construction Drawings and Permit Applications to the Village for review/acceptance and to the necessary permitting agencies. Permit application fees will be paid by the Village.

4.2.4 FDEP CWSRF Submittal: On behalf of the Village, Pennoni will submit the design documents (Construction Plans and Project Manual) and obtained permits for the Project to the FDEP CWSRF as required.

4.2.5 Public Meetings: Pennoni will attend up to three public meetings (Village Council meetings or workshops) to update the public and Village Council on the status of the Project and to gain public and Village Council input on the design. Additional meetings or outreach efforts will be performed on a time and expense basis upon request in accordance with Section 7.3.

4.3 PERMITTING PHASE: South Florida Water Management District (SFWMD) – N/A

4.3 FDEP CWSRF Administration: Pennoni will assist City staff with the following FDEP CWSRF administrative tasks:

4.3.1 Preparation of disbursement applications on behalf of the Village to submit to the FDEP CWSRF to obtain payments for Pennoni's invoices

4.3.2 Preparation of an FDEP CWSRF Request for Inclusion for construction funding following approval of the Project design documents

4.3.3 Other miscellaneous coordination with FDEP CWSRF staff

5.0 VILLAGE'S RESPONSIBILITIES: The Village will assume the following responsibilities to assist the Engineer in the timely and proper completion of its professional services.

- 5.1 Designate the Village Manager as the Village's representative with respect to the services to be rendered under this Agreement, who will have complete authority to transmit instructions, receive information, and interpret and define Village's policies and decisions with respect to Pennoni's services for this Project
- 5.2 Promptly pay for all outside permit application and review fees
- 5.3 Promptly review Pennoni's submittals and comment
- 5.4 Promptly review and respond to Pennoni's questions
- 5.5 Give prompt written notice to Engineer whenever Village becomes aware of any problem with the Engineer's work, any development that affects the scope of timing of Engineer's services, or any defect or non-conformance in the work of any person

6.0 EXCLUDED SERVICES: Services not included in this Agreement (Additional Services) include, but are not limited to the following:

- 6.1 Specialized studies that could be required depending on field conditions or findings to satisfy funding agency requirements (archaeological, historical structures, etc.)
- 6.2 Specialized environmental work including, but not limited to formal surveys for other state/federally listed species, formal consultation with U.S. Fish and Wildlife Service under Section 7 or 10 of the Endangered Species Act, and identification of off-site mitigation lands
- 6.3 Land development / future demand projections
- 6.4 Expert testimony
- 6.5 Wetland or site-specific environmental field studies
- 6.6 Ownerships and encumbrance reports
- 6.7 Right-of-way or easement acquisition assistance
- 6.8 Bidding, construction administration, and certification services
- 6.9 Land surveys and legal description/sketch documents
- 6.10 Participation in orders of taking and/or other litigation
- 6.11 All other services not explicitly described in Section 4.0

7.0 PENNONI'S COMPENSATION

- 7.1 Pennoni's fixed fee, excluding reimbursable costs, to provide the services described in Section 4.0 is \$126,194.

- 7.2 Reimbursable costs incurred regarding the Project will be itemized and included in our monthly invoices in accordance with the Schedule of Hourly Rates and Reimbursable Costs defined in our Village Master Agreement.
- 7.3 If the Client elects to expand the Scope of Work to include work tasks not covered in this Supplemental Agreement, upon written request, Pennoni will perform the requested Additional Services based on: (A) A mutually agreed upon fixed fee; or (B) The time we spend and the costs we incur to perform the work in accordance with our Village-approved Schedule of Hourly Rates and Reimbursable Costs.

8.0 OTHER MATTERS

- 8.1 The general terms and conditions in our Master Agreement are applicable to this Project.
- 8.2 Information provided to Pennoni by the Village will be used without independent review or verification.
- 8.3 The obligation to provide services under this Agreement may be terminated by either party upon seven 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. In the event of any termination, Engineer will be paid for all services rendered.

9.0 PAYMENT TO ENGINEER: Pennoni will submit statements to the Village for services rendered and for reimbursable expenses incurred. The Village will make prompt payment in response to Engineer's statements in accordance with the Master Agreement.

IN WITNESS WHEREOF, the Village and Pennoni have executed this Agreement in duplicate as of the date given below.

PENNONI ASSOCIATES INC.

VILLAGE OF EL PORTAL, FLORIDA



Beth L. Evans, AICP, LEED AP
Office Director

Village Manager

8/31/18

Date

Date