



**SUBJECT: L STREET RECONSTRUCTION AND DRAINAGE IMPROVEMENTS –
SURVEYING AND ENGINEERING**

COMMISSION ACTION REQUESTED ON: October 18, 2017

PURPOSE:

Approval of a contract for surveying and engineering services for the L Street Reconstruction and Drainage Improvements project to improve storm drainage and roadway conditions on L Street between Martin Luther King, Jr. Boulevard and Stacy Street

HISTORY:

L Street is a very heavily travelled east-west corridor through the City of Brunswick. Due to its alignment with the Torras Causeway, L Street is a major traffic route between Newcastle Street (US Hwy 341) and St. Simons Island. The L Street corridor between Martin Luther King, Jr. Boulevard and Putnam Street includes a mixture of commercial, industrial, and residential property along the right-of-way.

The primary storm drainage along this portion of L Street is accomplished through curb inlets, catch basins, and underground pipes. However, the existing storm drainage system is insufficient to capture and convey storm water runoff from the roadway. This causes significant flooding along this area of L Street during rainfall events. Additionally, the asphalt roadway has experienced settlement in several areas, especially in the east end of the project area near Edo Miller Field. This roadway settlement and standing water causes very poor and possibly dangerous driving conditions along the corridor.

FACTS AND ISSUES:

The storm water runoff on the west end of the project area (MLK Boulevard to Goodyear Street) is collected and conveyed to the north to the N Street pipe system where it is discharged through the Hercules property. The storm drain inlets in this area are too few and too small to accommodate the volume of runoff and therefore, this area is one of the first in the city to experience standing water in the roadways during rainfall events.

The storm water runoff on the east end of the project area (Goodyear Street to Stacy Street) is collected and discharged to the south toward Lanier Plaza and ultimately to the marsh on the east side of US Hwy 17. However, there are very few storm drain inlets in this area to collect the

runoff. Additionally, the roadway elevation is significantly lower than the ground elevation adjacent to the roadway which prevents surface drainage of the storm water. Due to the lack of inlets and surface drainage, there is frequently more than a foot of water over the roadway during rainfall events. This standing water obviously creates hazardous driving conditions, but the poor drainage also contributes to the settlement and failure of the pavement.

The intent of this project is to improve the storm drainage by increasing the number and size of the storm drain inlets in order to more effectively remove the storm water runoff from the roadway. The roadway will also be reconstructed in order to repair the structural pavement issues (settlement) and provide better storm drainage. The project will include a topographic and existing conditions survey which will collect data on existing storm drain inlet and pipe locations and elevations, roadway elevations, underground utility locations, and other existing features within the project corridor. The project will also include an analysis of the drainage basin to insure that the existing downstream pipe network can accommodate the increased rate of runoff, or if storage capacity will be required in the design of the drainage system. Third, the project will include design of a drainage system and reconstructed roadway which will direct the storm water runoff to additional inlets and off the travel way and provide motorists a smoother, safer driving surface. Finally, the project will include up to ten months of construction phase services such as NPDES monitoring and construction observations.

Engineering department staff received pricing on this project from the department's pre-approved consulting engineers. EMC Engineering Services, Inc. provided the lower price of \$94,710, and is prepared to begin work immediately upon approval of the contract.

BUDGET INFORMATION:

This project is to be funded by money designated for drainage improvements in SPLOST VI. The SPLOST VI fund currently contains \$1.6 million designated for storm drainage improvements in the 2018 fiscal year.

OPTIONS:

1. Authorize the Mayor to sign a contract with EMC Engineering Services, Inc. in the amount of \$94,710 for surveying and engineering services for the L Street Reconstruction and Drainage Improvements project.
 2. Do not authorize the Mayor to sign a contract with EMC Engineering Services, Inc. in the amount of \$94,710 for surveying and engineering services for the L Street Reconstruction and Drainage Improvements project.
 3. Take no action at this time.
-

DEPARTMENT RECOMMENDATION ACTION:

1. Authorize the Mayor to sign a contract with EMC Engineering Services, Inc. in the amount of \$94,710 for surveying and engineering services for the L Street Reconstruction and Drainage Improvements project.

DEPARTMENT: Engineering

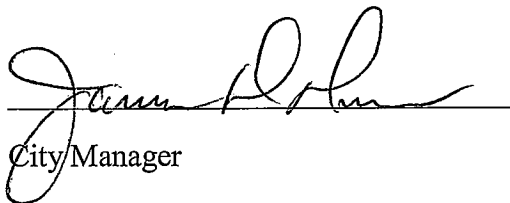
Prepared by: Garrow Alberson, P.E., City Engineer



ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION:

Authorize the Mayor to sign a contract with EMC Engineering Services, Inc. in the amount of \$94,710 for surveying and engineering services for the L Street Reconstruction and Drainage Improvements project.

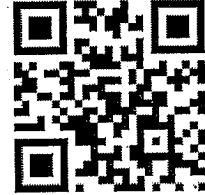


City Manager

10-10-17
Date



P.O. Box 1256
Brunswick, GA 31521
Phone: (912) 265-7636
Fax: (912) 233-4580
www.emc-eng.com



October 9, 2017

Mr. James Drumm
CITY OF BRUNSWICK
601 Gloucester Street
Brunswick, Georgia 31520

**RE: LETTER AGREEMENT FOR PROFESSIONAL PHASE SERVICES FOR
L STREET RECONSTRUCTION PROJECT
BRUNSWICK, GEORGIA**

Dear Mr. Drumm

EMC Engineering Services, Inc. (EMC) appreciates the opportunity to present this *Proposal/Agreement* for providing professional services in connection with the referenced *Project*. The *Project* consists of the reconstruction of L Street between Cook Street and MLK Boulevard to alleviate ponding inside of the travel way.

Our *Basic Services* will include surveying, engineering and construction phase services as further described below.

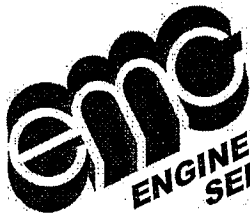
1. SURVEYING-ROUTE SURVEY:

- Establish horizontal and vertical control for the project. Horizontal datum shall be based on the Georgia State Plane East Zone NAD83. Vertical datum shall be based on NAVD88. Provide a minimum of three horizontal and vertical control monuments in the project area.
- Identify locatable property corners along public rights-of-ways. Provide name(s) of adjacent property owner(s), parcel id numbers, etc in those areas affected by the work.
- Provide a topographic survey of the entire area within the right of way of the proposed route.
- Provide cross sections with spot elevations at 100 foot intervals depending on the location of the route.
- Locate existing drainage features, improvements and above ground visible utilities within the proposed project.
- Sub-contract with a 3rd party underground utility locating service to mark the locations of underground utilities which have the correct tracer wire and are locatable. Marked locations will be surveyed and shown on the route survey basemap drawing. Locate sanitary sewer manholes and provide top and invert elevations for structures along the proposed route
- Locate existing storm structures and features within the proposed survey limits. Provide pipe size, invert elevations, etc.

2. DRAINAGE BASIN STUDY:

- Perform a limited drainage basin study of the area applicable to this project's scope of work. The intent of the drainage basin study is to estimate the effects of improved drainage features and conveyance system along the proposed route.
- Data obtained thru conventional surveying methods, lidar data, etc will be used for preparation and modeling of the area for the 100 year storm event.

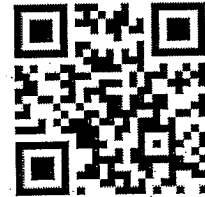
3. ENGINEERING:



ENGINEERING SERVICES, INC.

• Environmental
• Marine
• Civil
• Survey

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- Design of a drainage system including curb and gutter, additional inlets, or other measures to convey stormwater off the roadway and toward the discharge areas
- Roadway design to reconstruct roadbed due to settlement and channel stormwater toward inlets as necessary.

ESTIMATED LIST OF DRAWINGS:

- ◆ Cover
- ◆ General Notes and Legend/Typical Section
- ◆ Topographic / existing conditions plan
- ◆ Demolition Plan
- ◆ Roadway Plan and Profiles
- ◆ Erosion, Sedimentation and Pollution Control Notes
- ◆ Erosion, Sedimentation and Pollution Control Plan
- ◆ Erosion, Sedimentation and Pollution Control Details
- ◆ Traffic Control Plan
- ◆ Construction Details

- Preparation of Engineers Opinion of Probable Cost.
- Development of normal designs, calculations, computations, details and specifications required for regulatory approval.
- Meetings, routine negotiations, attendance at anticipated hearings and public meetings, preparation of anticipated filings required in the course of normal permit approvals.

4. CONSTRUCTION PHASE SERVICES:

- **Bidding Assistance;** Provide assistance with preparation of contract documents and project specifications. Prepare responses to RFI's during bid process.
- **Conferences and Meetings;** Attend meetings with Contractor, such as pre-construction conference, progress meetings, job conferences and other project-related meetings
- **NPDES Monitoring & Reporting;** EMC will provide daily inspections of the construction exit, daily recording of rainfall, and weekly inspections of the project BMP's. Noted deficiencies will be reported to the City of Brunswick Engineering Department. Monthly summary reports will be prepared and submitted to the EPD Coastal District Office and the City of Brunswick. NTU readings and sample reports will be provided for up to 2 events.
- **Periodic Construction Observation;** Periodic visits to the site to observe the Contractor's work for general compliance with the Contract documents (*inspections shall be performed an average of once per week, one hour on-site, during the construction contract term*)

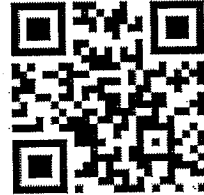
Payment for our *Basic Services* will be a lump sum fee of **\$94,710**. The budget shown below for *Construction phase services* is based on a 10 month construction schedule.

COST ESTIMATE BREAKDOWN FOR EACH PHASE OF WORK:

➤ Surveying	\$20,710.00
➤ Drainage basin study	\$ 9,000.00
➤ Engineering	\$40,000.00
➤ Construction phase services	\$25,000.00



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We will also furnish such *additional services* as you may request. *Additional services* will be documented by EMC and authorized by the *Client*. *Additional services* will be charged on an hourly rate basis in accordance with the attached *Hourly Rate Schedule*.

ADDITIONAL SERVICES WILL INCLUDE THE FOLLOWING:

- *Utility Relocating / Replacements*
- *Drainage Basin Studies beyond what is called for in basic services*
- *Surveying services outside of this scope of work*
- *Environmental Site Assessments*
- *Wetlands delineation, mitigation, and permitting*
- *Offsite construction (utility line extensions, pump stations, roadway extensions, etc.)*
- *Construction phase services beyond what is called for in basic services*

Reimbursable expenses incurred in connection with all *basic* and *additional services* will be charged on the basis of the actual cost plus 10%. We will bill you monthly for services and *reimbursable expenses*.

REIMBURSABLE EXPENSES WILL INCLUDE THE FOLLOWING:

- *Underground Utility Locator*
- *Wetlands Scientist*
- *Application fees*
- *Advertisement fees*
- *Regulatory fees*
- *Record drawings reproduction costs*
- *Equipment rental*

The above financial arrangements are on the basis of prompt payment of our bills and the orderly and continuous progress of the *Project*.

TASK COMPLETION

FROM NOTICE TO PROCEED:

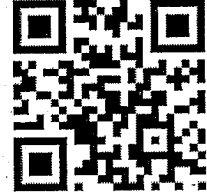
Property research, utility locates	7 – 21 days
Topographic survey – field work	21-45 days
Topographic survey – office	45-60 days
Engineering & Plan Preparation	60-120 days

We are prepared to begin our services promptly after receipt of your acceptance of this *Proposal/Agreement*. To our best knowledge and belief and based upon actual experience, you may anticipate the following schedule. *We in no way warrant or guarantee regulatory time frames.*

This *Proposal* and the attached *General Provisions* and *Hourly Rate Schedule* represent the entire understanding between you and us in respect of the *Project* and may only be modified in writing signed by both of us. If this satisfactorily sets forth your understanding of our agreement, we would appreciate your signing this letter in the space provided below and returning it to us, keeping a copy for your files.



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Sincerely,
EMC ENGINEERING SERVICES, INC.

By: Kenneth B Goodbread II
Kenneth B. Goodbread II
Brunswick Branch Manager

ACCEPTED this ____ day of _____, 2017

MAYOR AND COMMISSIONERS, CITY OF BRUNSWICK

By: _____
James Drumm
City Manager

Attachments:
General Provisions

EMC ENGINEERING SERVICES, INC.

GENERAL PROVISIONS

EMC Engineering Services, Inc. (EMC) will provide services in accordance with the scope of services and the following General Provisions:

- 1) EMC agrees to furnish professional engineering and surveying services for the project described in this Agreement (Proposal) and the attachments thereto. Acceptance of this Agreement or proposal constitutes agreement to utilize our services at the rates and charges indicated.
- 2) This agreement envisions that all of the services described herein will be performed by EMC and that there will be no material changes in the work. Should the scope of the project be changed materially, compensation to EMC for professional services shall be subject to renegotiation.
- 3) Compensation to EMC for services provided shall conform to the prevailing hourly rate schedule in effect at the time the services are performed.
- 4) Invoices for our services will be submitted monthly and payable within 30 days after date of invoice. Invoices for Basic Services performed under lump sum agreements will be on a percentage completion basis. Past Due invoices are subject to a service charge of 1½% per month. Unless EMC is notified in writing of any disputed charge within thirty (30) days of the invoice date, the client agrees that the invoice is final and not subject to adjustment. Failure to make payments of any invoices over sixty (60) days past due will result in an immediate "Stop Work" action until the account is brought current, or special arrangements are made in writing. Past due accounts are also subject to further collection procedures, including the filing of a mechanics lien against the property.
- 5) The standard of care for all professional engineering and related services performed or furnished by EMC under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. EMC makes no warranties, express or implied, under this Agreement or otherwise, in connection with EMC's services. EMC and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- 6) All design documents prepared or furnished by EMC are instruments of service, and EMC retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. These documents are not to be used on other projects or extensions of this project except by written agreement and with appropriate compensation to EMC. Any reuse of documents without specific written verification or adaptation by EMC will be at the client's sole risk and without liability or legal exposure to EMC, and the client agrees to indemnify and hold harmless EMC, its officers, principals, employees and sub-consultants against all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from such reuse.
- 7) This agreement may not be transferred or assigned without the written consent of EMC.
- 8) EMC shall not be responsible for any act or omission of any architect, other consultant, contractor, or subcontractors or the agents or employees of any of them nor the acts or omissions of other persons performing any of the work of the project.
- 9) To the fullest extent permitted by law, the Owner and EMC (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that EMC's total liability to Owner under this Agreement shall be limited to fifty thousand dollars or the total amount of compensation received by EMC, whichever is greater.
- 10) If EMC and Client become involved in any adverse legal proceedings (whether in a court of law, arbitration, binding mediation or other similar proceeding) for any purposes, then EMC shall be entitled to recover from Client, in addition to all principal and interest amounts due to EMC from Client, all attorneys' fees and expenses, all expert fees, and all other fees and expenses incurred by EMC.
- 11) For projects involving construction phase engineering services, it is agreed that the professional services of EMC are limited to review and observation of the work of the contractor(s) to ascertain that such work substantially conforms to the design intent and the Contract Documents. It is further agreed that the Client will defend, indemnify and hold harmless EMC against any claim or suit whatsoever, including but not limited to all payments, expenses, or costs incurred, arising from or alleged to have arisen from any error or omission in the plans, specifications or Contract Documents. EMC agrees to be responsible for its own or its employee's negligent acts, errors or omissions in the performance of professional services provided by EMC on the project.

EMC shall not at any time supervise, direct, or have control over any contractor's work, nor shall EMC have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor any failure of any contractor to comply with laws and regulations applicable to contractor's work.

EMC neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between the Owner and such contractor.

Initials _____