City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Public Works
Engineering & Construction Management Division
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ONE CITY. ONE JACKSONVILLE.

June 8, 2017

TO: Gregory W. Pease, Chairman
Professional Services Evaluation Committee

THRU: John P. Pappas, P.E.
Director

FROM: Tom Fallin, P. E.
Chief, Engineering and Construction Management Division

Thomas G. McKnight
Capital Improvement Construction Manager

Jack Gabriel, P.E.
Public Works Construction Project Manager

SUBJECT: P-09-17 CEI Services for Lower Eastside
PWCP462SD-06505-PW0020-01

The Engineering Division has negotiated with the consultant selected for CEI Services for Lower Eastside, resulting in the Scope of Services, Exhibit A and Contract Fee Schedule, Exhibit B. MBE firms to be utilized to meet the 20% Participation Percentage Plan for this contract are detailed on a separate attachment.

Accordingly, this is to recommend that the City of Jacksonville enter into a contract with England Thims & Miller, Inc. for the CEI Services for Lower Eastside, that includes the attached Scope of Services identified as Exhibit "A" and Fee Schedule identified as Exhibit "B", to provide a not to exceed limit for Construction Engineering and Inspection Services in the amount of $723,286.55 with the maximum indebtedness to the City in the amount of $723,286.55 and with an expiration date of Project Completion. All other terms and conditions of the Contract shall be as provided in the Request for Proposals and the Department of Public Works Prototype Agreement for professional services, as applicable.

TF/lw

Attachment: Exhibits A & B
MBE Participation

cc: Lori West, Contract Specialist

CEI SERVICES

LOWER EASTSIDE DRAINAGE IMPROVEMENTS

SCOPE OF SERVICES

PART ONE

1 CONTRACT ADMINISTRATION/RESIDENT PROJECT REPRESENTATION

1.1 CONSULTANT (England-Thims & Miller, Inc.) shall provide CITY (City of Jacksonville) inspection services as agreed to in fee schedule to inspect the work (and other items of work as requested by the CITY) in order to reasonably protect the CITY from defects and deficiencies in such work and to better determine that the work is proceeding in accordance with the Contract Documents.

1.2 CONSULTANT will not be expected to make exhaustive or continuous on-site inspections but periodic observations as appropriate to the construction stage. It is expected that Contractor will have multiple, concurrent work areas requiring daily but not constant monitoring.

1.3 CONSULTANT will not assume responsibility for the Contractor's means, methods, techniques, sequences or procedures of construction and it is understood that field services provided by CONSULTANT will not relieve the Contractor of his responsibilities for performing the work in accordance with the plans and specifications.

1.4 The words "supervision", "inspection", or "control" are used to mean periodic observation of the work and the conducting of tests by CONSULTANT to verify substantial compliance with the plans, specifications and design concepts.

2 CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES

- Schedule and conduct pre-construction conferences as necessary
- Issue Notices to Proceed to Contractor
- Enforce and perform terms of the construction contracts between the City and its Contractors
- Review shop drawings submitted by Contractor for conformance to the specifications, and distribute to parties as necessary

- Obtain and answer Contractors' inquiries and RFI's in a timely manner
- Provide qualified construction inspectors to inspect the work to ensure that construction is proceeding in accordance with the specifications, and that work is constructed properly
- Direct the Contractor on removal and replacement of defective work which does not meet specifications, or is otherwise incorrectly constructed
- Review and analyze contract change order requests and proposals to determine validity thereof, and recommend appropriate action to the City
- Review claims and disputes and recommend necessary actions
- Review and recommend for approval contract change orders and forward necessary documentation and paperwork to the City as to the necessity for such changes, including substantiation of the extra costs thereof
- Evaluate construction materials testing by third party testing laboratories and review test reports to ensure that materials installed meet the requirements of the contract documents
- Review construction inspection reports relating to the Contractors' performance and communicate, if necessary, regarding non-conformance to plan specifications, workmanship, etc.
- Review Contractors' requests for monthly progress payments and, if appropriate, certify pay application is proper and transmit to City with recommendation that the invoice be paid
- Review Contractors' pay requests for compliance with minority business enterprise participation requirements
- Review Contractors' proposals for additional work or change orders for compliance with minority business enterprise participation requirements
- Adjust requests for monthly progress payments, as necessary, to align amount of pay requested with actual progress of construction satisfactorily performed
- In the event of the need to revise the contract drawings during the construction period, coordinate with the City and the Design Consultant to obtain the revised originals from the design consultant, review the changes and corrections on behalf of the City, and coordinate the issuance of new prints for the revised drawings to the parties concerned
- Prepare and maintain monthly progress schedules and reports applicable to all phases of the construction operations, and such special reports as may be required to keep the City fully advised with respect to the progress of construction of the projects
- Monitor Contractors' preparation of in-progress as-build drawings during the course of construction to ensure that final as-build drawings on mylar will be easily produced
- Collect final as-built drawings electronically and on mylar for each project, review for conformance with the contract documents and specifications, and recommend approval/disapproval to the City
- If final as-builts are recommended for disapproval, monitor Contractors' preparation of revised final as-built drawings.
- Prepare a final engineering report on the construction status of the project
- Recommend in writing, that the City make final payment on the project when appropriate
- Collect documents and deliverables, including release of liens and consent of surety, from the Contractors prior to recommending that final payment be made
- Continue acting as the City's representative throughout the post-construction phase of the projects, which generally cover the Contractors' one-year warranty periods
- Deliver final documents, including originals of construction drawings and specifications, approved mylar as-built drawings, a DVD with as-built drawings in AutoCAD or .pdf format, two sets of blue line prints and the projects files to the City
- Prepare and deliver final project financial accounting reports to the City
- Evaluate and rate the Contractor's performance
- Direct the Contractor to replace or correct of defective work which becomes known during the warranty period
- Provide monthly status reports to the City concerning warranty activities and corrective work by Contractor.
- Enforce all warranty provisions of the contract documents
- Schedule and conduct an eleven (11) month warranty inspection of projects including the Contractor, design consultants and City personnel as appropriate

- Develop eleven-month warranty punchlist and forward to the Contractor for corrective action
- Monitor Contractor's performance on addressing the punchlist
- Advise the City, in writing, when Contractor has satisfactorily completed its obligations under the warranty periods of the contracts
- Provide any other construction engineering and inspection services as may be necessary to implement the project
- Participate in Project related public meetings

PART TWO – Services Excluded

1. SERVICES EXCLUDED

1.1 CONSULTANT shall not be responsible for the following services:

a) Establishment and Maintenance of Field Office
b) Aerial Photography
c) Scheduling and Performance of materials testing
d) Geotechnical services or investigations
e) OSHA or other Regulatory Safety Inspections,
f) Construction Survey/Stakeout
g) Permitting or permit fees
h) As-built Survey and Certifications.
i) Survey services

PART THREE – Basis of Estimate

1. HOURLY SERVICES

1.1 CONSULTANT shall provide limited Construction Engineering and Inspection services on an hourly basis.

1.2 No work on this project shall be performed until a contract has been fully executed and a written Notice to Proceed has been issued.

2. CONSTRUCTION DURATION

2.1 CONSULTANT realizes that time is of the essence, and shall make reasonable efforts to progress the schedule of the project. Services rendered will commence upon City approval and will be completed within a construction time duration of approximately 910 days (plus 30 days' closeout). 940 days excludes warranty period services.

EXHIBIT B

CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION
CITY OF JACKSONVILLE, FLORIDA

PART I - GENERAL	
1. Project Lower East Side - Construction Phase Services	**2. Proposal Number** P-09-17
3. Name of Consultant England-Thims & Miller, Inc.	**4. Date of Proposal** 5/30/2017

PART II - LABOR RELATED COSTS				
5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$ 96.15	41	$ 3,942.15	
Senior Project Engineer	$ 72.84	164	$ 11,945.76	
Project Engineer (Proj. Administrator)	$ 54.07	1116	$ 60,342.12	
Field Inspector	$ 29.38	3360	$ 98,716.80	
Clerical	$ 25.33	148	$ 3,748.84	
TOTAL DIRECT LABOR	$ 37.00	4829		$ 178,695.67
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate	175 % x Total Direct Labor			$ 312,717.42
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ 491,413.09
8. PROFIT: Labor Related Costs (Item 7)		x	10%	$ 49,141.31

PART III - OTHER COSTS		
9. Miscellaneous Direct Costs		
Reproduction	$ 0.00	
Transportation / Vehicle ($355/mo x 32 mo.)	$ 11,360.00	
Field Consumables	$ 0.00	
Miscellaneous / Telephone	$ 0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL	$	$ 11,360.00
10. SUBCONTRACTS		
GAI Consultants, Inc.	$ 19,650.80	
MAE (Inspection and Field Testing)	$ 110,651.75	
Gibbs Group	$ 41,069.60	
SUB-CONTRACT SUB-TOTAL	$	$ 171,372.15
TOTAL REIMBURSABLE AMOUNT		$ 723,286.55
11. Reimbursable Costs - Limiting Amount	$	

PART IV - SUMMARY	
TOTAL AMOUNT OF CONTRACT	$ 723,286.55

DEPARTMENT OF PUBLIC WORKS

Jacksonville
Where Florida Begins.

MINORITY PARTICIPATION
Attachment to Fee & Contract Negotiations or Contract Amendment

Title: *CEI Services for the Lower Eastside Drainage Project*

Project No.: 2011-0006 (RFP No. P-09-17)

Date: June 6, 2017

	Company's Name (Minority Subconsultant)	Classification (Minority Status)	Type of Work (Scope of Services)	Dollar Value
1.)	Meskel & Associates Engineering	JSEB/DBE/WBE	CEI Support	$110,651.75
2.)	The Gibbs Group, Inc.	JSEB/DBE/WBE	CEI Support	$41,069.60
3.)				$
4.)				$
5.)				$
6.)				$
	TOTAL			$151,721.35

Check one:

This is: Original Fee Negotiation X

This is: Contract Amendment No.: _____

Date of this Document: 06/06/17

QWS3270X 6/8/2017 3:10 PM
FAML6350 V5.1 ** NW COJ FAMIS PRODUCTION ** 06/08/2017
LINK TO: ACCOUNT SUMMARY INQUIRY 3:10 PM

FISCAL MO/YEAR : 09 2017 CURRENCY CODE :
INDEX CODE : PWCP462SD PW STORMWATER PROJECTS
SUBOBJECT : 06505 OTHER CONSTRUCTION COSTS
PROJECT : PW0020 LOWER EASTSIDE DRAINAGE
PROJECT DETAIL : 01 LOWER EASTSIDE DRAINAGE
GRANT :
GRANT DETAIL :
USER CODE :

S	JUNE 2017	ANNUAL BALANCE	ALL YEARS BALANCE
ESTIMATED REVENUES	.00	.00	.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	.00	.00
BUDGET	.00	6,789,595.00	6,843,595.00
EXPENDITURES	.00	2,468.72	53,709.96
ENCUMBRANCES	.00	5,913,135.15	5,915,893.91
PRE-ENCUMBRANCES	.00	.00	.00
REMAINING BALANCE	.00	873,991.13	873,991.13

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK F10-PRIOR-MO F11-NEXT-MO

G014 - RECORD FOUND