DEPARTMENT OF PUBLIC WORKS

Jacksonville
Where Florida Begins.

November 1, 2016

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

LaCree C. Carswell
Manager of Community Development

SUBJECT: P-25-11 Engineering Services for US 1 Corridor Utility and Drainage Improvement Project Amendment 3
Consultant Services Account Nos.:
Internal Services Account No.: PWEN011AD

Construction bid additive Alternate A1 has been added to the construction contract via a change order. Additional Post Design/Construction Phase Services will be needed during construction. Negotiations with the consultant for these services has resulted in the attached Scope of Services, Exhibit G and Contract Fee Schedule, Exhibit H. MBE firms to be utilized are detailed on a separate attachment.

Accordingly, this is to recommend that Contract No #8174-03, originally executed November 1, 2012, between the City and Applied Technology and Management, Inc., for US 1 Corridor Utility and Drainage Improvement, be amended to incorporate the attached Scope of Services, Exhibit G and Fee Summary, Exhibit H to increase the not to exceed limit for Post Construction Services by $22,445.58 to a new not to exceed limit of $81,042.59, thereby increasing the maximum indebtedness by $22,445.58 to a new limit of $431,768.82, with all other terms and conditions of the Agreement remaining unchanged.

TF/lw

Attachments: Exhibits G & H
MBE Participation

cc: David D. Hahn, P.E., Manager, Paving & Drainage Section
Lori A. West, Engineering Contract Specialist

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EXHIBIT G

SCOPE OF SERVICES

FOR ENGINEERING SERVICES FOR

PHASE 2 – CONSTRUCTION ADMINISTRATION – BASE BID ADDITIONAL SERVICES AND ADDITIVE ALTERNATE A1

US 1 CORRIDOR UTILITY & DRAINAGE IMPROVEMENTS

CITY OF JACKSONVILLE, FLORIDA

I. SCOPE OF PROJECT

A. The intent of the project is to furnish Post Design Services for the US 1 Corridor Utility and Drainage SD Project which consists of interconnecting segments of existing waterline with new waterline within the right-of-way (ROW) of New Kings Road, US 1, between Trout River Boulevard on the north and Borden Street on the south. The primary purpose of the project is to make potable water service available to those areas within the US 1 corridor that are not currently being served.

B. Project limits are as described in the P-25-11 Engineering Services for US 1 – Corridor & Drainage Improvements Project RFP and include three (3) separate project Areas A, B, and C. Construction Administration services have previously been defined and are being provided for the Base Bid area of the project which includes Areas B and C. This scope of services addresses Construction Administration services for the following:

- Base Bid – Area B Additional services related to Edgewood Avenue construction.
- Additive Alternate A1 – Starting from the south end of Area A, from STA 44+40 to STA 29+80;

C. The Consultant's services will result in post-design services where the Consultant represents the CITY during construction of the project and those services noted after completion of construction. Consultant's professional service fees have been provided in accordance with the four (4) segments of the project. Allocation of fees is based on the footage of piping to be installed and the method and complexity of installation.

D. For Base Bid Area B Additional Services, additional work during the construction phase will include Interpreting and Issuing Clarification of the proposed method and design of water main construction across Edgewood Avenue based on additional information developed by exploration during the construction phase of the project. This will include revising Drawings and Specifications, resubmitting for permitting agency approval, and issuing instructions to the Contractor performing construction.

E. For Additive Alternate A1, work during the construction phase will concentrate on:

1. Interpret Drawings and Specifications, and issue instructions to the Contractor performing construction;

2. Recommend, as appropriate, and review Change Orders and Work Change Directives;

3. Conform Bid Drawings and Specifications, as necessary, based on addenda issued during the bid advertisement period;

4. Make periodic visits to the Project site while actual construction is in progress and submit a written report on observations and findings;

5. Receive, review, and determine the acceptability of certain schedules that Contractor is required to submit to Engineer.

6. Review and approve or take other action for all shop drawing, diagrams, illustrations, brochures, catalog data, samples, the results of tests and inspections, and other data which the Contractor is required to submit;

7. Make an inspection to determine if the Project is substantially complete, and a final inspection to determine if the Project has been fully completed. Prepare and submit applications for certification of completion, permit closeout, and/or transfer to operating permit to the relevant permitting agencies;

8. Receive, review and approve Record Drawings prepared by the Contractor;

9. Participate in and conduct a warranty inspection.

F. Scope of Services described in the following sections is based on an understanding of construction contract period of 210 days.

II. SERVICES DURING CONSTRUCTION

A. Base Bid Area B Additional Services

1. Consultant shall, without limitation, using the additional information developed by exploration of the project area during the construction phase of the project, revise the Drawings and Specifications to substantially modify the proposed method and design of water main construction across Edgewood Avenue sufficient to acquire permit revisions from the relevant agencies and to adequately instruct and provide clarification to the Contractor performing the construction. Efforts necessary to apply for and acquire the relevant permits for the revised construction method are included.

B. Additive Alternate A1

1. Consultant shall, without limitation, interpret the Contract Drawings and Specifications, and accordingly shall issue instructions to the Contractor performing construction. Consultant shall respond to the Contractor's Requests for Information and Requests for Clarifications. As necessary, Consultant will modify the construction drawings and develop additional details and sections for clarification and instruction.

2. Consultant shall recommend Change Orders and Work Change Directives to CITY, as appropriate, and shall review Change Orders and Work Change Directives prepared by the CITY.

3. Consultant shall Conform Bid Drawings and Specifications, as necessary, based on addenda issued during the bid advertisement period. The conformed documents shall be provided to the CITY in both electronic format and in hard copy form. Five (5) copies of all hard copy documents shall be provided to the CITY.

4. Consultant shall make periodic visits to the Project Site (not less than four (4) hours every two (2) weeks unless specified otherwise) while actual construction is in progress at intervals appropriate to the various stages of construction as the Consultant, as an experienced and qualified design professional, deems necessary in order to observe and determine if the work is proceeding in substantial accordance with the Contract Documents.

   a) On the basis of such on-site visits, the Consultant shall endeavor to protect the CITY against defects and deficiencies in the work and shall, within one (1) week following each visit, submit a written report to the CITY detailing the Consultant's observations and advising of any work observed that fails to conform to the Contract Documents, or which appears to be deficient, defective, or otherwise not in accordance with good engineering or construction practices.

   b) The Consultant shall take reasonable steps necessary to require that the Contractor corrects such work at the Contractor's expense.

   c) Such on-site visits are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

5. Consultant shall receive, review, and determine the acceptability of Progress Schedules, Schedule of Submittals, and Schedule of Values.

6. Consultant shall review and approve, or take other appropriate action for all shop drawing, diagrams, illustrations, brochures, catalog data, samples, the results of tests and inspections, and other data which the Contractor is required to submit for the purpose of verifying acceptability in accordance with the requirements and information given in the Contract Documents and compatibility with the design concept of the completed Project as

a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

7. Consultant shall make an inspection to determine if the Project is substantially complete. At substantial completion the Contractor will have completed the project to the point of beneficial operation by the CITY and will have presented a list of items to be completed prior to final completion. Consultant will conduct the substantial completion inspection and prepare a punch list of items to be completed before the final inspection meeting. Consultant will conduct a final inspection to verify completion of the punch list items and to determine if the Project has been fully completed in substantial accordance with the Contract Documents and whether the Contractor has fulfilled all of its obligations thereunder so that the Consultant may recommend approval, in writing, of final payment to the Contractor. During this period, Consultant shall also prepare and submit applications for certification of completion, permit closeout, and/or transfer to operating permit to the relevant permitting agencies.

III. CONSTRUCTION CLOSEOUT SERVICES

A. Additive Alternate A1: Consultant shall receive, review and approve Record Drawings prepared by the Contractor for compliance with the requirements of the Contract Documents. Consultant shall coordinate with the Contractor to ensure the finalization of Record Drawings within the one-month period following the date of final acceptance of the Project by the CITY. Such period includes the time required by the Contractor to prepare, check and submit its Record construction data and deliver same to the Consultant to review, approve and forward Record As-Built drawings to the CITY. Should said Record As-Built drawings not be approved by the CITY, the Consultant shall coordinate with the Contractor to ensure the Record As-Built drawings are corrected and resubmitted to the CITY until such are approved. It shall be the responsibility of the Contractor to prepare and make all subsequent changes and updates necessary on the Record As-Built drawings and drawing files.

IV. SERVICES POST CONSTRUCTION

A. Additive Alternate A1: Participate in and conduct a warranty inspection eleven (11) months after the Project has been completed.

V. PROJECT REQUIREMENTS

1. Plans for conformed documents and drawing modifications developed during the construction period shall be standard 24" x 36" CADD Bond sheets in black and white with 22" x 34" inside borders to facilitate half-size printing (if requested). Additionally, the Consultant shall submit all drawings in electronic form using a standard .dxf or .dwg format. Specific layer format will be furnished to the Engineering Division. Additionally all drawing files will be converted to PDF.

2. Specifications for conformed documents and modifications developed during the construction period shall be on standard 8½" x 11" paper.

3. The City shall be the Owner of the final documents.

4. Resident Project Inspector services are not included in the Phase 2 – Construction Administration services scope of work.

VII. NOTICE TO PROCEED

No work on this phase of the project shall be performed until a contract amendment has been executed and a Notice to Proceed is issued which specifically authorizes such work.

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

PART I - GENERAL

1. Project US 1 -Corridor Utility & Drainage Improvements - Base Bid Additional and Additive Alternate A1 - Ph 2 CA Services	**2. Proposal Number** P-25-11
3. Name of Consultant Applied Technology and Management, Inc.	**4. Date of Proposal** 10/24/2016 Revised

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$ 67.31		$ 0.00	
Project Manager	$ 57.67		$ 0.00	
Design Engineer	$ 47.60		$ 0.00	
Designer or Technician	$ 31.59		$ 0.00	
Drafter	$ 25.90		$ 0.00	
Field Inspector	$ 26.44		$ 0.00	
Clerical	$ 14.70		$ 0.00	
TOTAL DIRECT LABOR		0		$ -
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate		**150 % x Total Direct Labor**		$ -
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ -
8. PROFIT: Labor Related Costs (Item 7)			x **10%**	$ -

PART III - OTHER COSTS

9. Miscellaneous Direct Costs			
Deliveries		@ $15.00/each	
Travel		@ $0.50/mile	
Printing	24x36	@ $1.50/sheet	
	11x17	@ $0.20/sheet	
	8.5x11	@ $0.12/sheet	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL			$ -
10. SUBCONTRACTS (Lump Sum)			
		$	
		$	
		$	
		$	
		$	
SUB-CONTRACT SUB-TOTAL			$ -
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)			$ -
11. REIMBURSABLE COSTS (Limiting Amount)			
ATM Post Construction Services (Not To Exceed)		$ 22,445.58	
Note - billings will be based on the rates and multipliers at the top of the page		$	
		$	
		$	
		$	
		$	
		$	
SUB-TOTAL REIMBURSABLES			$ 22,445.58

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10 and 11)	**$ 22,445.58**
12. TOTAL PRIOR CONTRACT AMOUNT	**$ 409,323.24**
TOTAL AMENDED CONTRACT AMOUNT	**$ 431,768.82**