City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Public Works
Engineering & Construction Management Division
214 N. Hogan Street, 10th Floor
Jacksonville, FL 32202
(904) 255-8762
www.coj.net

ONE CITY. ONE JACKSONVILLE.

May 30, 2019

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

05/10/19 11:12:08
Procurement Division

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

FROM: Robin G. Smith, P.E.
Chief, Engineering & Construction Management

R. Duane Kent, P.E.
Public Works Project Manager

SUBJECT: P-69-17 Construction Engineering and Inspection Services for Old Plank Road Drainage Improvement Project
PWCP462SD-06505-PW0707-01 $366,746.50

The Engineering Division has negotiated with the consultant selected for Construction Engineering and Inspection Services for the Old Plank Road Drainage Improvement Project, resulting in the Scope of Services, Exhibit A and Contract Fee Schedule, Exhibit B, attached. Work will be based on billable hours with a not to exceed limit established based on funding availability. This limit may go up or down based on the work to be performed, with amendments to increase the limit, as needed, as funding allows, until the project is complete. JSEB 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 VIA Consulting Services, Inc. for Construction Engineering and Inspection Services for the Old Plank Road Drainage Improvement Project that includes the attached Scope of Services, Exhibit A and Fee Summary, Exhibit B, to provide an initial not to exceed limit for Construction Engineering Services in the amount of $366,746.50, with a maximum indebtedness to the City in the amount of $366,746.50 and with an expiration date as Project Completion. All other terms and conditions are as provided in the RFP and the City's standard contract language.

RGS/lw

Attachment: Exhibits A & B
JSEB Participation

cc: Lori West, Contract Specialist

EXHIBIT A

Statement of Work

VIA Consulting Services, Inc.
10250 Normandy Blvd., Suite 304
Jacksonville, Fl. 32221

Proposal RFP P-69-17, Construction Engineering and Inspection Services for Old Plank Road Drainage Improvements.

Date	Services Performed By:	Services Performed For:
May 17, 2019	VIA Consulting Services, Inc. 10250 Normandy Blvd., Suite 304 Jacksonville, Fl. 32221	City of Jacksonville David Hahn, Manager 214 N. Hogan Street Jacksonville, Fl. 32202

VIA Consulting Services, Inc. is pleased to submit this Proposal of Work to provide Construction Management and Inspection Services to the City of Jacksonville for the Old Plank Road Drainage Improvements Project.

This Proposal # RFP P-69-17 (hereinafter called the "Proposal"), effective as of May 6, 2019, is entered into by and between Consultant and Client, and is subject to the terms and conditions specified below. The Exhibit(s) to this Proposal, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this Proposal and the terms of the Exhibit(s) hereto, the terms of the body of this Proposal shall prevail.

Period of Performance

The Services are anticipated to commence on August 5, 2019, and shall continue through August 7, 2020.

Engagement Resources

VIA Consulting Services proposes to use a senior inspector and a part time inspector for the Old Plank Road Drainage Improvements Project and will utilize the expertise of Mr. Robert Bendig and Mr. Peter J. Sheridan, III, P.E. for Project Manager Services.

Scope of Work

REQUIREMENTS OF THE CONSULTANT:

General

It shall be the responsibility of the Consultant to administer, monitor, and observe the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.

The Consultant will observe the Contractor's work to determine the progress and quality of the work. Identify discrepancies, report significant discrepancies to the Client, and direct the Contractor to correct such observed discrepancies.

Consultant will coordinate with City's Environmental Consultant for verification of delineation, function and inspection of the wetland creation area. Consultant will monitor the grading and construction to the project plans for the establishment of the wetland area.

Consultant may be required to inspect the planting of the wetland area but will not be responsible to select plants from a nursery. Consultant is not required to provide a landscape inspector or arborist for this project.

It shall be noted that observations of the Contractor's work is limited to the actual allowable work hours per the contract (ie. Full time inspection contract equates to full time observation. Part-time inspection contract equates to part-time observation).

Inform the Client's Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor.

On-site Inspection

Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work.

Monitor and inspect Contractor's Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the City of Jacksonville's procedures. Consultant employees performing such services shall be qualified in Maintenance of Traffic.

Wage Rate Verification

Consultant will compare certified payrolls with actual hours worked by the contractor and his subcontractors. Job position classifications and pay rates will be compared with Federal Wage Rate classifications for compliance. Consultant will preform independent employee interviews at a rate of 2 per month in accordance with FDOT Federal Participation guidelines.

If Contractor fails to provide certified payrolls or proper classification documentation, the Consultant will notify the City so that payment to contractor may be withheld until federal requirements have been submitted and verified.

It should be noted that VIA Consulting Services, Inc. will perform Wage Rate Verification only for the time period that we are providing Construction Engineering and Inspection services. The City will be responsible for performing these duties for the time period outside our service time if needed.

Sampling and Testing

Require sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies set out in the City of Jacksonville's specifications.

Determine the acceptability of all materials and completed work items on the basis of either test results, certified mill analysis or appropriate industry certifications.

Require Contractor to re-work or reconstruct any areas that fail the required sampling and testing specifications.

Project Management Services

Services include surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes. Services include:

1) Schedule and conduct a Pre-construction meeting and another meeting prior to project final acceptance. The purpose of these meetings is to discuss the required documentation, including as-builts, necessary for permit(s) compliance.
2) Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project.
3) Analyze the Contractor's schedule(s) (ie. Baseline(s), revised baseline(s), updates, as-builts, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns.
4) Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues, and process the necessary paperwork.
5) Monitor, inspect and document utility construction for conformance with the utility relocation plan. Identify potential utility conflicts and assist in the resolution of utility issues with the appropriate agencies and City.

6) Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order to make timely payment to the Contractor.
7) Assist the Client in providing Public Information Services and be proactive in keeping the community aware of the status and traffic impacts of the referenced project. Provide timely, professional responses to project inquiries including emails, telephone calls, etc…
8) Video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.

Fee Schedule

This engagement will be conducted on a Time & Materials basis. The total value for the Services pursuant to this Proposal shall not exceed $366,746.50 unless otherwise agreed to by both parties via the project change control procedure, as outlined within. A PCR will be issued specifying the amended value.

This figure is based on the attached hours of professional services and rate schedule. Please see attached exhibit.

Out-of-Pocket Expenses / Invoice Procedures

Client will be invoiced monthly for the consulting services in accordance with the P-69-17 Agreement. Invoices are due upon receipt. There are no Out-of –Pocket expenses anticipated for this Proposal.

Invoices shall be submitted monthly in arrears, referencing this Client's Proposal Number to the address indicated above. Each invoice will reflect charges for the time period being billed and cumulative figures for previous periods. Terms of payment for each invoice are due upon receipt by Client of a proper invoice. Consultant shall provide Client with sufficient details to support its invoices, including time sheets for services performed, unless otherwise agreed to by the parties.

Completion Criteria

Consultant shall have fulfilled its obligations when any one of the following first occurs:

- Consultant accomplishes the Consultant activities described within this Proposal, and Client accepts such activities and materials without unreasonable objections.
- Consultant and/or Client has the right to cancel services or deliverables not yet provided with [20] business days advance written notice to the other party.

Assumptions

It is assumed that all construction invoicing processing and contractor payments will be the responsibility of the City of Jacksonville. Consultant is only to review and verify quantities and acceptable completed items for allowable payment.

It is assumed that all Public Outreach meetings, flyers, notices will be the responsibility of the City of Jacksonville. Consultant responsibility is for providing field communication to individual residents/business owners based on actual construction activities affecting the individual residents/business owners.

Survey Control for bench marks and construction controls are to be provided by the Construction Contractor or the City of Jacksonville.

Project Change Control Procedure

The following process will be followed if a change to this Proposal is required:

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the project.
- The designated Project Manager of the requesting party (Consultant or Client) will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and approve it for further investigation or reject it. Consultant and Client will mutually agree upon any charges for such investigation, if any. If the investigation is authorized, the Client Project Managers will sign the PCR, which will constitute approval for the investigation charges. Consultant will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on Proposal price, schedule and other terms and conditions of the Agreement.
- Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a Change Authorization will be executed.
- A written Change Authorization and/or PCR must be signed by both parties to authorize implementation of the investigated changes.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

City of Jacksonville	VIA Consulting Services, Inc.
By: _____	By: _____
Name:	Name: Peter J. Sheridan, III
Title:	Title: Vice President
Date:	Date:

EXHIBIT B

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

PART I - GENERAL

1. Project Old Plank Road Drainage Improvements	**2. Proposal No. / Contract No.** P-69-17 /
3. Name of Consultant VIA Consulting Services, Inc	**4. Date of Proposal** April 15, 2019

PART II - LABOR RELATED COSTS

5. Direct Labor (Limiting Amount)	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principle Engineer	$ 72.10		$ 0.00	
Senior Project Engineer	$ 72.10	215	$ 15,501.50	
Project Administrator	$ 49.14	536	26,339.04	
Contract Support Specialist	$ 33.00	322	$ 10,626.00	
Senior Inspector	$ 30.00		$ 0.00	
Inspector	$ 24.00	330	7,920.00	
Clerical	$ 21.00		$ 0.00	
			$ 0.00	
TOTAL DIRECT LABOR	$ 43.04	1,403		$ 60,386.54
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate	160 % x Total Direct Labor			$ 96,618.46
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 157,005.00**
8. PROFIT: Labor Related Costs (Item 7)		x	10%	$ 15,700.50
TOTAL FEES				**$ 172,705.50**

PART III - OTHER COSTS

9. Miscellaneous Direct Costs (Reimburseable/Not to Exceed) Printing, Transportation, Deliveries, etc.	$ 0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$ -
10. SUBCONTRACTS (Reimbursable/Not to Exceed)		
	$	
	$	
	$	
	$	
	$	
	$	
SUB-CONTRACT SUB-TOTAL (Reimb/NTE)		$ -
11. REIMBURSABLE COSTS (Limiting Amount)		
Eisman & Russo	184,041.00	
CSI Geo (Geotech) (JSEB)	10,000.00	
(Printing, Transportation, Deliveries, VMB, etc)	$	
SUB-TOTAL REIMBURSABLES		$ 194,041.00
TOTAL AMOUNT		**$ 194,041.00**

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Reimbursable/Not to Exceed) (Items 5, 6, 8, 9, 10, and 11)	**$ 366,746.50**
12. TOTAL PRIOR CONTRACT AMOUNT	$ -
TOTAL CONTRACT AMOUNT	**$ 366,746.50**

EXHIBIT B

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

PART I - GENERAL

1. Project Old Plank Road Drainage Improvements	**2. Proposal No. / Contract No.** P-69-17 /
3. Name of Consultant Eisman and Russo, Inc	**4. Date of Proposal** April 15, 2019

PART II - LABOR RELATED COSTS

5. Direct Labor (Limiting Amount)	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Senior Inspector	$ 30.00	2,145	$ 64,350.00	
			$ 0.00	
TOTAL DIRECT LABOR	$ 30.00	2,145		$ 64,350.00
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate	160 % x Total Direct Labor			$ 102,960.00
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 167,310.00**
8. PROFIT: Labor Related Costs (Item 7)		x	10%	$ 16,731.00
TOTAL LUMP SUM FEES				**$ 184,041.00**

PART III - OTHER COSTS

9. Miscellaneous Direct Costs (Reimburseable/Not to Exceed)		
Printing, Transportation, Deliveries, etc.	$ 0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$ -
10. SUBCONTRACTS (Reimbursable/Not to Exceed)		
	$ 0.00	
	$ 0.00	
	$	
	$	
	$	
	$	
	$	
	$	
	$	
SUB-CONTRACT SUB-TOTAL (Reimb/NTE)		$ -
11. REIMBURSABLE COSTS (Limiting Amount)		
(Printing, Transportation, Deliveries, VMB, etc)	$	
SUB-TOTAL REIMBURSABLES		$ -
TOTAL AMOUNT		**$ -**

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Reimbursable/Not to Exceed) (Items 5, 6, 8, 9, 10, and 11)	**$ 184,041.00**
12. TOTAL PRIOR CONTRACT AMOUNT	**$ -**
TOTAL CONTRACT AMOUNT	**$ 184,041.00**

EXHIBIT B

CSI Geo
Geotechnical · CMT · CEI

2018-2019
PUBLISHED FEE SCHEDULE
FOR
CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES

2394 St. Johns Bluff Road S, #200
Jacksonville, Florida 32246
(904) 641-1993
(904) 645-0057

FIELD INVESTIGATION	**Unit**	**Cost/Unit**
FIELD TESTING		
Concrete		
Mobilization of Concrete Coring	Each	$375.00
Pavement Coring - 4" Dia	Each	$125.00
Pavement Coring - 6" Dia	Each	$145.00
Asphalt		
Asphalt Technician (Certified FDOT) - Plant	Hour	$75.00
Extraction and Gradations, ASTM D-2172 and ASTM C-136	Test	$300.00
Mobilization of Asphalt Coring Equipment	Each	$400.00
Pavement Coring – 4" dia with Base Depth Check	Each	$125.00
Pavement Coring – 4" dia without Base Depth Check	Each	$85.00
Pavement Coring – 6" dia with Base Depth Check	Each	$145.00
Pavement Coring – 6" dia without Base Depth Check	Each	$105.00
Standby Time	Hour	$65.00

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2018-2019
PUBLISHED FEE SCHEDULE
FOR
CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES

2394 St. Johns Bluff Road S, #200
Jacksonville, Florida 32246
(904) 641-1993
(904) 645-0057

FIELD INVESTIGATION	**Unit**	**Cost/Unit**

LABORATORY TESTING

Aggregates		
Sieve Anlsys of Fine & Coarse AASHTO T27	Test	$65.00
Soundness AASHTO T104	Each	$450.00
Specific Gravity/Absorption Coarse AASHTO T85	Each	$115.00
Total Moisture Content by Drying AASHTO T255	Each	$30.00
Asphalt		
Gradation FM 1-T030	Test	$100.00
Los Angeles (LA) Abrasion Coarse Agg FM 3-C535	Test	$450.00
Los Angeles (LA) Abrasion Small Agg FM 1-T096	Test	$425.00
Bulk Specific Gravity FM 1-T166	Test	$35.00
Content FM 5-563	Test	$120.00
Concrete		
Beam Flexural Testing ASTM C78	Test	$50.00
Compressive Strength of Grout\Mortar ASTM C109	Test	$22.00
Cylinder Curing, Capping & Breaking ASTM C39	Test	$22.00
Drilled Cores & Sawed Beams ASTM C42	Each	$30.00
Pavement Coring - 4" Dia	Each	$125.00
Concrete Pavement Coring - 6" Dia	Each	$110.00
Soils		
Consol-Addtl Incrmnts AASHTO T216 (13 to 24 Loads)	Each	$70.00
Consol-Addtl Incrmnts AASHTO T216 (up to 12 Loads)	Each	$70.00
Consolidation - Constant Strain ASTM D4186	Each	$450.00
Consol-Extend Load Incrmnts AASHTO T216	Day	$70.00
Corrosion Series FM 5-550 through 5-553	Test	$225.00
Field Vane Shear Test ASTM D2573	Test	$140.00
Hydrometer Only AASHTO T88	Test	$95.00
Limerock/California Bearing Ratio (LBR/CBR) FM 5-515	Test	$275.00
Liquid Limit AASHTO T89	Test	$50.00
Materials Finer than 200 Sieve FM 1-T011	Test	$32.00
Miniature Vane Shear Test ASTM D4648	Each	$5.00
Moisture Content Lab AASHTO T265	Each	$21.00

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2018-2019
PUBLISHED FEE SCHEDULE
FOR
CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES

2394 St. Johns Bluff Road S, #200
Jacksonville, Florida 32246
(904) 641-1993
(904) 645-0057

FIELD INVESTIGATION	Unit	Cost/Unit
Moisture Content Microwave AASHTO D4643	Test	$21.00
Organic Content Ignition FM 1 T-267	Test	$35.00
Particle Size Anlys AASHTO T88 (Incl. Hydrometer)	Test	$150.00
Particle Size Anlys AASHTO T88 (No Hydrometer)	Test	$65.00
Permeability Constant Head AASHTO T215	Test	$325.00
Permeability Falling Head FM 5-513	Test	$325.00
pH Soil or Water FM 5-550	Test	$25.00
Plastic Limit & Plasticity Index AASHTO T90	Test	$48.00
Proctor Modified FM 1-T180	Test	$125.00
Proctor Standard AASHTO T99	Test	$125.00
Resistivity Soil or Water FM 5-551	Test	$55.00
Specific Gravity AASHTO T100	Test	$70.00
Split Tensile Strgth of Rock Cores ASTM D3967	Test	$115.00
Sulfate Soil or Water FM 5-553	Test	$50.00
Triaxl Consl-Drain (CD) Per Point\Cell ASTM D7181	Test	$180.00
Tri Cnsl-Undrn (CU) Pt\Cell AASHTO T297/ASTM D4767	Test	$180.00
Tri Uncsl-Undrn (UU) Pt\Cell AASHTO T296/ASTM D2850	Test	$145.00
Split Tensile Strgth of Rock Cores ASTM D3967	Test	$140.00
Unconfined Compress - Soil AASHTO T208/ASTM D2166	Each	$135.00
One-Point Proctor ASTM D1556	Each	$90.00

EBO FORM 1
SCHEDULE OF SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

Name of Proposer: VIA Consulting Services, Inc.

Project Title: Old Plank Road Drainage

Proposal Number: P-69-17 Total Base Proposal Amount (if applicable):

***Please list all JSEBs first**

Full Company Name	JSEB Category (African-American, Women, Asian, Native American, Non-MBE or Hispanic)	Type of Work to be Performed	Total Contract Value or Percentage
VIA Consulting Services, Inc.	Women	CEI Services	48%
CSI Geo, Inc.	African-American	Materials Testing	2%
Eisman & Russo, Inc.	N/A	CEI Services	50%

Attach additional list of subcontractors/sub-consultants as needed

CONSULTANT/SUBCONTRACTOR/SUPPLIER TOTAL VALUES	
African-American Participation Total	2%
Hispanic-American Participation Total	
Native-American Participation Total	
Asian-American Participation Total	
Woman Participation Total	48%
Non-MBE Participation Total	

The undersigned will enter into a formal Agreement with the JSEB Suppliers/Consultants/Subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City of Jacksonville. Under penalties of perjury I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

Signature of Proposer: Title: Vice President Date: 5/20/19

Print Name: Pete Sheridan,III