

PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST

COUNCIL ITEM 13D
DATE 7/23/12

Meeting Date: July 23, 2012

Public Hearing Ordinance Resolution Motion

Item: #20120052, CEI Marion Sidewalk

Recommended Action:

- 1) Approve a Time & Expense contract #20120052, Construction and Engineering Inspection Services (CEI) for the Marion Sidewalk Project with #1 short listed firm CAPTEC Engineering Inc., for an estimated amount of \$ 94,635.00 which does not include \$10.00 for indemnification payment. The contract time is 192 calendar days.

Exhibits: Department memo attached yes
Copies of the Contract and CD of negotiation meeting.

Summary Explanation/Background Information: The City met on July 11, 2012 at 4 P.M. to negotiate a contract with CAPTEC Inc. for the CEI for the Marion Ave. Sidewalk project. Staff negotiated a contract for the hours expected for this project.

The need for the above is:

Purchase is not a replacement

Purchase is budgeted.

Department requests expenditure from the following:

Fund	304	Road & Bridge Fund
Cost Center	4105	Road & Street
Object Code	563005	Professional Services
Project	Y1120	Marion

Director of OMB concurs with award: City Manager concurs with award:

Department requests 0 minutes to make a presentation.

Submitted by: *Patricia Roebeling*

Title: City Engineer

Date Submitted: 7/16/12

RECEIVED

JUN 17 2012

City Manager's Office



CITY OF PORT ST. LUCIE

Engineering Department

Accredited Agency – American Public Works Association

MEMORANDUM

TO: Cheryl Shanaberger – Deputy Director of OMB

THRU: Patricia Roebing, P.E., City Engineer

FROM: Roxanne M. Chesser, P.E., Civil Engineer

DATE: July 17, 2012

RE: Construction and Engineering Inspection Services for the Marion Avenue Sidewalk Project from Bayshore Boulevard to Curtis Street Contract No 20120052

The Engineering Department participated in the negotiation of the contract with CAPTEC Engineering, Inc. for the Marion Avenue Sidewalk Project. Based upon these negotiations, we believe that the scope of work, contract price and contract time provided by CAPTEC Engineering, Inc. in their proposed contract are consistent with the needs of the project and City. For this reason, the Engineering Department is recommending that the proposed contract be reviewed and considered by City Council.

The negotiated contract presents a scope of work that will provide the City with CEI services for 1-mile of 5-foot wide sidewalk. The contract price of \$94,635.00 is within the budgeted amount for the work and will be completed within 192 days from the notice to proceed. The funding source for this work is 304-4105-563005.

If additional documentation is needed, or if you have any questions, please do not hesitate to contact me. Thank you.

c: Jesus Merejo - Utility Systems Director
Jim Angstadt, P.E. - Acting Assistant City Engineer
Sue Walsh - Manager, Operations
Edie Majewski - Project Coordinator

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Description of Services

The Engineer shall provide Construction Engineering and Inspection (CEI) Services, for the Marion Avenue Sidewalk Project. The project includes all work associated with the installation of a 5-foot wide concrete sidewalk on the south side of Marion Avenue from Bayshore Boulevard east to Curtis Street as shown and described in the Contract Documents.

The CEI services shall include, but is not limited to:

- Field observations
- Coordination and meetings with the contractor, City, public, utility companies, land owners and testing firms
- Prepare and maintain all meeting minutes
- Review all Contractor's change orders
- Review contractor's pay estimates, pay requests, and schedules
- Review shop drawings
- Review of test results
- Preparation of project progress reports
- Coordination of permit conditions and compliance
- Coordination and preparation of LAP compliance documentation
- Maintenance of project records and documents in accordance with FDOT LAP requirements
- Provide City with copies of project records
- Respond to request of information by the contractor
- Provide field modifications as needed.
- Certification of Record Drawings
- Certification of completion per FDOT LAP requirements

The Engineer shall provide FDOT LAP Certified personnel licensed in the State of Florida to observe work performed, material used, and to determine if the work has been completed in accordance with the construction contract and FDOT LAP requirements.

The Engineer shall perform the following scope of construction related services:

1. Review and become familiar with contract documents (construction plans, specifications, bid documents, permits, etc.)
2. Attend/Conduct pre-construction meeting. Prepare response to questions if necessary.
3. Review the following Contractor supplied documents for consistency with the bid documents, plans and specifications prior to site mobilization:
 - A) Construction Project Schedule
 - B) Shop Drawings
 - C) Product Specifications
 - D) Dewatering Plan
 - E) Survey Control Documentation
 - F) NPDES Construction Notification
 - G) Utility Coordination Documentation

4. Coordination of daily site inspection by Engineer's Resident Inspector, with the following tasks performed:
 - A. Review contractor's planned activities for the day
 - B. Coordinate testing of materials
 - C. Summarize personnel and equipment present
 - D. Observe construction materials staged onsite
 - E. Observe and monitor offsite drainage and property impacts
 - F. Observe and monitor erosion control measures
 - G. Observe benchmarking
 - H. Observe and monitor safety issues
 - I. Observe and monitor maintenance of traffic
 - J. Perform periodic checks of contractor's compliance with contract specification requirements
 - K. Photo document site as needed
 - L. Document and summarize resolution of any problems, issues, contract interpretations, etc.
 - M. Complete Daily Work Reports
 - N. Document pay item quantities for constructed/installed materials
5. Review and coordinate response for any written Contractor Requests for Information (RFIs) provided to Engineer:
6. Review and provide recommendations to the City on any change orders necessary to complete intent of project scope.
7. Review and provide recommendations to the City on the Contractor's Monthly Pay Request.
8. Conduct progress meetings with City and Contractor personnel to discuss construction progress and issues. It is assumed these meetings will be conducted weekly.
9. Conduct initial and final walk-through inspections of project with pertinent stakeholders and provide City with punch list input. Ensure correction of any deficient items noted on punch list.
10. Review as-built construction plans submitted by the Contractor as well as final geotechnical testing results. The as-built drawings will provide the basis for the certification of construction completion.
11. Assist the City with any public involvement efforts necessary for the project.
12. Review and provide the City with recommendations and resolution on any claim issue provided to Engineer by the Contractor.

DELIVERABLES

The Consultant shall be required to prepare and submit the following:

1. A Construction Completion Package (3 hard copies) for the City's records. The package will include the following:
 - A. Dated final as-built schedule, time file and daily work reports.
 - B. Field survey/geotechnical verification data provided to Engineer by the Contractor and/or City.
 - C. Final as-built plans provided to Engineer by the Contractor.

- D. Documentation of progress meetings, and any other pertinent project meetings with dates and notes.
 - E. Documentation of all field decisions which caused any deviation from the plans and/or specifications.
 - F. Documentation of all testing results provided to Engineer by the City's testing firm.
 - G. Documentation of progress payments and final payment to the Contractor.
 - H. Copies of all RFIs and responses, and change order requests provided by the contractor. Copies of all executed changes to the contract.
 - I. Copies of the final inspection punch lists developed, with dates of item resolution.
 - J. All other project records developed.
2. Prepare CD/DVD containing electronic copy of all deliverables in PDF format.

SECTION II TIME OF PERFORMANCE

Contract period shall start July 24, 2012, and terminate February 1, 2013, 192 calendar days. In the event all work required in the proposal specifications has not been completed by the specified date, the Engineer agrees to provide work as authorized by the Contract Supervisor until all work specified in the proposal specifications has been rendered.

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SECTION III COMPENSATION

This is a Time and Expense Contract. The total amount to be paid by the City to the Engineer is based on actual time spent on this project with an estimated amount of \$94,635.00. All Lump Sum Amounts are Not to Exceed amounts. The City will not pay for out-of-pocket expenses (Office & Utilities), sub-consultant fees or any reimbursable expense. The Engineering fees for CEI Services:

CEI Services: Estimated Construction Duration 150 days (21 weeks)

Position	Hours/Week	Total Weeks	Total Hours	Rate / Hour	Total
Principal	0	21	0	\$175.00	\$0.00
CEI Project Manager/Sr. PE	2.4762	21	52	\$130.00	\$6,760.00
Lead Project Representative	32	21	672	\$100.00	\$67,200.00
Admin/RCS	5	21	105	\$55.00	\$5,775.00
			Sub-total		\$79,735.00

Start up & Close out: 6 Weeks

Position	Hours/Week	Total Weeks	Total Hours	Rate / Hour	Total
Principal	0	6	0	\$175.00	\$0.00
CEI Project Manager/Sr. PE	6.7	6	40.4	\$130.00	\$5,250.00
Lead Project Representative	40	2	80	\$100.00	\$8,000.00
Admin/RCS	5	6	30	\$55.00	\$1,650.00
			Sub-total		\$14,900.00

Grand Total \$94,635.00

**Total is a Not to Exceed amount that will be paid at actual time and expense*

Engineer VISA Payment Procedures

1. A ghost account with Bank of America (BOA) will be established for the project. The account dollar limit will be established by the City's estimate of monthly expense. The account will also have limits as per the MCC code. Reasonable total invoice amounts will also be established. The ghost account will be entered with the proper expense codes. The Engineer will be provided this ghost account number to process payments.
2. A purchase order to the Engineer for this project will be issued.
3. The Engineer will send the project manager by the 1st of each month a detailed pay request listing employee title, hours of work, hourly rate and related tasks that are completed. Partial release of liens will be provided if subcontractors were used by Engineer.
4. The Project Manager (PM) will audit to determine that work and materials that are being billed have been completed and installed as per contract specifications. The PM will verify the partial release of liens. The PM will sign documents that state the payment is correct and payment by the City is authorized.
5. The PM will email the approved pay request to the Contract Specialist, City's P-Card Administrator and the Engineer to proceed with placing the charge on the BOA specified account.
6. The Engineer may not place the charge on the ghost account until contacted by the City giving approval. Under no circumstances will the account be used between the 1st and 5th of the month.
7. Invoices that are not approved by the PM will be returned to the Engineer with a detailed explanation.
8. OMB will balance statement and issue all dispute items.
9. OMB will produce summary sheet and send all documentation to Finance for payment.

All work compensated for under this Contract, including partial payments, shall become the property of the City of Port St. Lucie without restrictions or limitations. Work under this Contract shall include but not be limited to sketches, tracings, drawings, computations, details, design calculations, plan, electronic files and other related documents. The Engineer shall not be held liable for any reuse of the work and shall not be held liable for any modifications made to the work by others.

All invoices and correspondence relative to this Contract must contain the Purchase Order number, last 4 digits of the BOA ghost account and Contract number.

SECTION IV

CONFORMANCE WITH PROPOSAL

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Engineer pursuant to the Request for Proposal and Specifications on file in the Office of Management and Budget of the City. All documents submitted by the Engineer in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

SECTION V

INDEMNIFICATION/INSURANCE

To the extent permitted under Florida Statutes, the Engineer shall indemnify, defend, and hold harmless the City, its representatives, employees and elected and appointed officials, from and against all claims, cause, demands, legal fees, cost of action, losses, damages or other expenses occasioned by any negligent act, conduct, error or omission by the Engineer, or its agents, employees or sub-consultants, in the performance of this Contract. As consideration for this indemnity provision the Engineer shall be paid the sum of ten dollars (\$10.00), which will be paid at execution of Contract.

The Engineer shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein.

The Engineer shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Florida Statutes Chapter 440. Coverage must include Employers' Liability with a minimum limit of \$100,000 each.

The Engineer shall agree to maintain Any Auto, Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles. In the event the Engineer does not own any automobiles the Business Auto Liability requirement shall be amended allowing Engineer to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business auto Coverage form.

Commercial General Liability for public liability during the lifetime of this Contract shall have minimum limits of \$1,000,000 per occurrence, \$2,000,000 per aggregate, for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on a per project occurrence-made basis; the City shall not accept claims-made

policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

Engineer shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000 the City reserves the right, but not the obligation, to review and request a copy of Engineer's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Engineer warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Engineer shall agree to purchase a SERP with a minimum reporting period not less than three (3) years.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and Policies shall clearly state that coverage required by the contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its Commercial General Liability and Automobile Liability Policies. The name for the Additional Insured endorsement issued by the insurer shall read "City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, and Contract #20120052. The Certificate of Insurance and Policy shall unequivocally provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Engineer shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

Engineer shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement then Engineer shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Engineer enter into such an agreement on a pre-loss basis.

It shall be the responsibility of the Engineer to insure that all subconsultants comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Engineer for any and all claims under this Contract.

The Engineer may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the

highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability Policy is written on "Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but not the obligation, to review and reject any insurer providing coverage.

SECTION VI PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Engineer nor any subconsultant, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION VII WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. All changes will be authorized by a written change order signed by the Director of OMB or his designee as representing the City. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties.

SECTION VIII COMPLIANCE WITH LAWS

The Engineer shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all licensing required for the performance of his work. All materials furnished and work done is to comply with all local, state and federal laws and regulations.

SECTION IX ADDITIONAL REQUIREMENTS

In the event of any conflict between the terms and conditions, appearing on any purchase order or work authorization issued relative to this Contract, and those contained in this Contract and the RFP herein referenced, the terms of this Contract and RFP herein referenced shall apply.

**SECTION X
LICENSING**

Engineer warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Engineer warrants that his license and certificates are current and will be maintained throughout the duration of the contract.

**SECTION XI
SAFETY PRECAUTIONS**

Precaution shall be exercised at all times for the protection of persons, including employees, and property. All plans and construction must be ADA compliant. The safety provisions of all applicable laws and building and construction codes shall be observed. The selected Proposer will submit all proposals in compliance with the 28 C.F.R. § 35.151. Where ADA and Florida Building Codes do not agree the most stringent applies or ADA supersedes.

**SECTION XII
ASSIGNMENT**

Engineer shall not delegate or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

**SECTION XIII
TERMINATION**

If the Engineer refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in this Contract, or as may be modified in accordance with this Contract, the City by written notice to the Engineer, may terminate Engineer's rights to proceed. On such termination, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Engineer and his sureties shall be liable, jointly and severally to the City for any additional cost incurred by it in its completion of the work.

The City may terminate this Contract with or without cause by giving the Engineer a thirty (30) days notice in writing. Upon delivery of said notice the Engineer shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder. In the event of termination, the Engineer will be paid for all services rendered to the date of termination, all expenses subject to reimbursement hereunder.

**SECTION XIV
LAW AND VENUE**

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken pursuant to this Contract shall be in St. Lucie County, Florida.

**SECTION XV
APPROPRIATION APPROVAL**

The Engineer acknowledges that the City of Port Saint Lucie's performance and obligation to pay under this contract is contingent upon an annual appropriation by the City Council. The Engineer agrees that, in the event such appropriation is not forthcoming, this Contract may be terminated by the City and that no charges, penalties or other costs shall be assessed.

**SECTION XVI
RENEWAL OPTION**

Not Applicable

**SECTION XVII
ENTIRE AGREEMENT**

The written terms and provisions of this contract shall supersede all prior verbal statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this contract or contract documents.

**SECTION XVIII
TRUTH-IN-NEGOTIATIONS**

In accordance with the provisions of Section 287.055, Florida Statutes, the Engineer agrees to execute a truth-in-negotiations certificate and agrees that the original contract price and any additions may be adjusted to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

**SECTION XIV
CONFLICT OF INTEREST**

The City hereby acknowledges that the Engineer may be performing professional services for private developers within the Treasure Coast area. Should a conflict of interest arise between providing services to the City and/or other clients, the Engineer shall terminate its relationship with the other client to resolve the conflict of interest. The City Manager shall determine whether a conflict of interest exists. At the time of each Project Proposal the Engineers shall disclose all of their Treasure Coast clients and related Scope of Work.

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TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT

STATE OF FLORIDA §
COUNTY OF MARTIN §

Before me, the undersigned authority, personally appeared affiant Joseph W. Capra, who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive an agreement for professional services with the City of Port St. Lucie, St. Lucie County, Florida.

2. That the undersigned firm is a corporation which engages in furnishing professional architect and engineering services and is entering into an agreement with the City of Port St. Lucie, St. Lucie County, Florida to provide professional services for a project known as #20120052, Construction Engineering Inspections for the Marion Avenue Sidewalk project.

3. That the undersigned firm has furnished the City of Port St. Lucie, St. Lucie County, Florida a detailed analysis of the cost of the professional services required for the project.

4. That the wage rate information and other factual unit cost, which the undersigned firm furnished, were accurate, complete and current at the time the undersigned firm and the City of Port St. Lucie entered into the agreement for professional services on the project.

5. That the agreement which the undersigned firm and the City of Port St. Lucie entered into on this job contained a provision that the original agreement price and any additions thereto shall be adjusted to include any significant sums by which the City of Port St. Lucie determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit cost and that all such agreement adjustments shall be made within one (1) year following the end of the agreement.

FURTHER AFFIANT SAYETH NAUGHT

CAPTEC Engineering Inc.
Name of Firm

By: President

The foregoing instrument was acknowledged before me by Joseph W. Capra, who is personally known to me:

WITNESS my hand and official seal in the State of County last aforesaid this ___th day of _____, 2012.

(SEAL)

Signature

Cathi Moody
Notary Name (typed or printed)

Title or Rank

IN WITNESS WHEREOF, the parties have executed this contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By:

City Manager

ATTEST:

By:

City Clerk

By: _____
Authorized Representative of CAPTEC Engineering, Inc.

State of: FLORIDA

County of: MARTIN

Before me personally appeared: Joseph W. Capra
(please print)

Please check one:

Personally known √

Produced Identification: _____
(type of identification)

Identification No. _____

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this ___th day of _____, 2012.

Notary Signature

Notary Public-State of Florida at Large.

My Commission Expires 4/13/15.
(seal)

NEG ATTENDANCE

RFP #20120052

CEI Marion Sidewalk Savona

July 11

~~June 4, 2012 @ 3:00:00 PM~~

4

CR

	Name (Please PRINT Legibly)	Company Name Or Entity
1	Cheryl Shanaberger	City of PSL-OMB
2	GARY JONES	CAPTEL
3	BIRCH MAJEWSKI	ENGINEERING
4	JOE CASPIA	CAPTEL
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