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-38-17 CEI Services for Various City Projects- Annual Contract- JSEB Set Aside

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The Engineering Division has negotiated with the consultant selected for CEI Services for Various City Projects- Annual Contract- JSEB Set Aside resulting in the Scope of Services, Exhibit A and Contract Fee Schedule, Exhibit B, attached. This project has been designated under the Equal Business Opportunity Program as a Set Aside.

Accordingly, this is to recommend that the City of Jacksonville enter into a contract with Construction and Engineering Services Consultants, Inc., (aka C&ES Consultants, Inc.) for CEI Services for Various City Projects- Annual Contract- JSEB Set Aside, that includes the attached Scope of Services identified as Exhibit "A" and Fee Schedule identified as Exhibit "B". Each project performed under this agreement shall be authorized by an individual Purchase Order with a not-to-exceed cost applicable thereto. The maximum indebtedness of the City pursuant to this agreement is $1,000,000.00. The initial Period of Service will be for two (2) years with the option to extend such contract for two (2) additional two (2) year periods upon satisfactory performance by the Consultant. 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.

JPP/lw

Attachments: Exhibits A & B

cc: Lori A. West, Engineering Contract Specialist

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EXHIBIT A
SCOPE OF SERVICES

DESCRIPTION:

Services provided under this contract are for the Consultant to provide Construction Engineering and Inspection (CEI) services and other related professional services necessary to oversee the construction (by others) of various site, roadway and drainage improvement projects funded by the City.

The Consultant understands that City Staff or other Consultants under contract with the City will perform the CEI services for many City projects. However, at the City's option, CEI services may be requested from the Consultant to either supplement the City's staff or to provide full construction management and inspection services on assigned projects..

The projects to be managed under this contract and associated project scopes and fees are to be determined on a project by project basis. Construction Management and other related professional services will start when a Purchase Order is issued and continue through the construction close-out and warranty periods of the projects managed under this contract. The services described below constitute full CEI support and are not provided to infer the consultant will perform all or any of them. A detailed scope of services and fee will, therefore, be negotiated on each project which may or may not include the following services:

- Perform constructability reviews on design work performed by others
- Schedule and conduct pre-construction conferences as necessary
- Issue Notices to Proceed to contractors
- Enforce and perform terms of the construction contracts between the City and its contractors
- Review shop drawings submitted by contractors for conformance to the specifications, and distribute to parties as necessary
- Obtain and answer contractors' inquiries and Requests For Information 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
- Arrange for 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 with each, 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-built 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 each project
- Recommend in writing, that the City make final payment on a project when appropriate
- Collect documents and deliverables, including release of liens and consent of surety, from the contractors prior to recommending that final payments 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 contractors
- Enforce all warranty provisions of the contract documents
- Schedule and conduct an eleven (11) month warranty inspection of projects including the contractors, 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 contractors have satisfactorily completed their obligations under the warranty periods of the contracts
- Provide any other construction engineering and inspection services as may be necessary to implement the project

EXHIBIT B (1 of 1)

NAME OF CONSULTANT: Construction and Engineering Services Consultants, Inc.
RFP or Contract Number: P-38-17 JS # 1

SCHEDULE OF PROPOSED RATES

1. Average hourly direct labor rates (without Fringe Benefits)

Principal	$ 65.00 hr.
Project Manager (Responsible Professional)	$ 58.50 hr.
Senior Scheduler / Senior Estimator	$ 42.00 – 52.00 hr.
Senior Design Engineer or Architect (Registered)	$ 50.00 - 55.00 hr.
Design Engineer or Architect (Registered)	$40.00 - $45.00 hr.
Designer or Technician (Non-Registered)	$ 25.00 – 35.50 hr.
Drafter or CADD Operator	$ 27.00 hr.
Construction Manager	$40.00 - $44.00 hr.
Senior Inspector	$ 32.00 hr.
Field Inspector	$ 27.50 – 30.00 hr.
Clerical (Typist, Word Processor, Document Assembly, etc.)	$ 21.00 hr.

2. Total Overhead Rate (to be applied to Direct Labor:) 175 %

3. Profit Rate (to be applied to Direct Labor plus Overhead) 10 %

4. Cost of 3-man survey crew per 8 hour day (If applicable) $ N/A
   Cost of 4-man survey crew per 8 hour day (If applicable) $ N/A

5. Other Direct Project Costs per Unit (please specify)

   Per Federal Mileage Rate $0.575 per mile
   In-House Reproduction: 8.5x11 - $0.08/copy, 11x17 - $0.16/copy, 24x36 - $1.00 print

6. Estimated percentage of total fee to be performed by subconsultants 8 %

7. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel