

COUNCIL AGENDA STATEMENT



Meeting Date: January 11, 2022
To: Honorable Mayor and City Council
From: Carlos A. Solis, P.E., Director of Public Works
Through: George Garrett, City Manager

Agenda Item: **Resolution 2022-09**, Approving Change Order No. 1 To The Professional Service Agreement Between The City And Cardno, Inc., For Engineering and Inspection Services For The Ongoing Bridge Repair Project In An Amount Not To Exceed \$57,625.00; Authorizing The City Manager To Execute The Contract And Expend Funds On Behalf Of The City; And Providing For An Effective Date.

BACKGROUND & JUSTIFICATION:

On August 11, 2020, The City Council approved the contract between the City and Cardno for the design and permitting of the repairs to the Coco Plum, 116th Street and 112th Street bridges. The contract contained minimal cost for inspection services. Due to the type of work involved and the fact that a new loading analysis is required to remove the loading restriction, particularly the Coco Plum Bridge, we feel it is necessary to have constant inspection service to observe the work and ensure that all required repairs are made to the extent necessary to remove the load restrictions. The proposal is an hourly contract and hour estimated to complete this task.

CONSISTENCY CHECKLIST:

	Yes	No
1. Comprehensive Plan	_____	_____
2. Other _____	_____	_____
3. Not applicable _____		

FISCAL NOTE:

The FY22 Adopted Capital Infrastructure Budget includes appropriations of \$500,000 for these bridge projects.

RECOMMENDATION: Approval of Resolution

Sponsored by: Garrett

**CITY OF MARATHON, FLORIDA
RESOLUTION 2022-09**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING CHANGE ORDER NO. 1 TO THE PROFESSIONAL SERVICE AGREEMENT BETWEEN THE CITY AND CARDNO, INC., FOR ENGINEERING AND INSPECTION SERVICES FOR THE ONGOING BRIDGE REPAIR PROJECT IN AN AMOUNT NOT TO EXCEED \$57,625.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND EXPEND FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is has contracted with Cardno Inc. for the design and permitting of the repairs to the Coco Plum, 116th Street and 112th Street bridges (the “Project”); and

WHEREAS, it was determined that the contract contained minimal cost for inspection services and due to the type of work involved and the fact that a new loading analysis is required to remove the loading restriction, it is necessary to have constant inspection services to ensure that all required repairs are made to the extent necessary to remove the load restrictions; and

WHEREAS, this change order encompasses the cost for the hourly contract and hours estimated to complete this task; and

WHEREAS, this Change Order amount is \$57,625.00, requiring Council approval.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. Change Order 1 for the Project in an amount not to exceed \$57,625.00, a copy of which is attached as Exhibit “A,” together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney is approved. The City Manager is authorized to sign the Change Order and expend budgeted funds.

Section 2. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 11 TH DAY OF JANUARY, 2022.

THE CITY OF MARATHON, FLORIDA

Mayor John Bartus

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**

Steve Williams, City Attorney

PROJECT SPECIFIC AGREEMENT CHANGE ORDER # 1 –

TO: City of Marathon
PROJECT: **Engineering Services for Rehabilitation of Bridge Numbers 904510, 904512, and 904540**
CONSULTANT: Cardno, Inc.
DATE: December 22, 2021

This Change Order will authorize the following change to the Agreement:

The Work as set forth in the Agreement is hereby amended to include the items set forth in Exhibits “B” attached hereto and by this reference made a part hereof.

This Change Order constitutes full, final, and complete compensation **to Cardno, Inc.** for all costs, expenses, overhead, and profit, that **Cardno, Inc.** may incur in connection with the above referenced changes in the Consultant’s Work under this Agreement. **Cardno, Inc.** acknowledges and agrees that (a) the Guaranteed Maximum Price of \$92,803.00.00 under the Agreement will be **changed** by this Change Order. **Cardno, Inc.** expressly waives any claims for any additional compensation, damages or time extensions in connection with the above-referenced changes. Except as herein or heretofore expressly modified, all terms of the Agreement shall remain in full force and effect and shall cover the performance of, and payment for, any work authorized hereunder. Any defined terms not defined in this Change Order shall have the meanings set forth in the Agreement.

By signing below the parties indicate acceptance of this Change Order as set forth herein.

CITY OF MARATHON
a Florida municipal corporation

Cardno, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit "A"

CHANGE ORDER SUMMARY

Change Order No. 1
Project Title **Rehabilitation of Bridge Numbers 904510, 904512, and 904540**
Owner: City of Marathon
Consultant: **Cardno, Inc.**
Agreement Date: July 21, 2020

This Change Order is necessary to cover changes in the work to be performed under this Agreement. Terms and conditions of the Continuous Service Contract and the Project Specific Agreement apply to and govern all work under this Change Order.

THE FOLLOWING CHANGES ARE MADE TO THE CONTRACT DOCUMENTS:

(1)	Original Agreement Price	<u>\$92,803.00</u>
(2)	Current Agreement (Adjusted by Previous C.O.)	\$92,803.00
(3)	Total Proposed Change in Agreement Price	<u>\$57,625.00</u>
(4)	New Agreement Price (Item 2 + Item 3)	<u>\$150,428.00</u>

Rehabilitation of Bridge Numbers 904510, 904512, and 904540

Item No.	Description	Current Contract Amount	Additive Change	Deductive Change	Net Change Contract Price
1.		<u>\$92,803.00</u>	<u>\$57,625.00</u>	\$0	<u>\$57,625.00</u>
Total		\$92,803.00	<u>\$57,625.00</u>	\$0	<u>\$57,625.00</u>

Exhibit “B”

CHANGE ORDER JUSTIFICATION

The initial contract with Cardno, the design consultant for the bridge repair project, only had a minimal time for inspection of the work to be performed by the contractor selected for the project. Since this repair work is critical to safety of the bridges and residents who use them, we determined that constant inspection during the critical repair process is necessary to ensure that all areas of damage are identified once the work starts, and that the repairs are performed correctly so that the bridges can be re-evaluated for removal of all weight restrictions. The proposal is based on estimated hours and will be monitored by city staff.

ADDENDUM TO SCOPE OF SERVICES

This Exhibit forms and integral part of the agreement between the City of Marathon (hereinafter referred to as the CITY) and Cardno, Inc. (hereinafter referred to as the CONSULTANT) relative to the Construction Engineering Inspection (CEI) services described as follows:

PROJECT TITLE

Construction Engineering and Inspection (CEI) services for the City of Marathon Rehabilitation of Bridge Numbers 904510, 904512, and 904540.

OBJECTIVE

The overall objective of the project includes construction inspection services for the project described above along with coordination with the CITY and/or other stakeholders as required.

PROJECT DESCRIPTION

The CITY has contracted to repair and rehabilitate three bridges within the City of Marathon. The main purpose for this project is to provide repairs/restore capacity at the Coco Plum Bridge over Bonefish Bay and further protect the bridges at 112th Street over Caloosa Channel/116th Street over Venice Waterway.

SCOPE OF WORK

The CONSULTANT is tasked, while staff is on site, with confirmation of general compliance of the Contractor with the Plans and Specifications to include inspection of the verification requirements required by the Engineer of Record and the City of Marathon along with completion of Daily Field Reports related to this work. For any work not witnessed by CONSULTANT staff, a summary will be provided to the City.

Task 1 – Field Inspection Services

CONSULTANT will perform the following inspection tasks:

General

- It shall be the responsibility of the CONSULTANT to monitor and inspect the activities included in the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.
- Observe the Contractor's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the CITY and the Engineer of Record, and advise the Contractor to correct such observed discrepancies.
- Inform the CITY'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 project is constructed in reasonable conformity with such

documents. While on site, maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work.

- Review the Contractor's Maintenance of Traffic (MOT) setup and provide the CITY with a weekly MOT Inspection Report. Any MOT concerns during daily activities will be reported immediately to the Contractor and the CITY's Construction Project Manager.

Sampling and Materials Testing

- CONSULTANT will observe the Contractor's QC Program for compliance with minimum requirements set forth in the Contract and/or FDOT's Materials Sampling, Testing and Reporting Guide.
- Provide daily surveillance of the Contractor's Quality Control field activities and report any deficiencies to the CITY.
- Review Contractor's testing results and assist CITY to verify acceptance of materials

Engineering Services

- Coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, the Consultant is not liable to the CITY for failure of such parties to follow written direction issued by the CONSULTANT.
- Services shall include maintaining the required level of 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.
- 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 for the CITY to make timely payment to the Contractor. The Contractor shall submit a monthly invoice to the CITY, the CONSULTANT shall then review the invoice for pay item quantity accuracy and provide a written recommendation to accept or reject the invoice. If rejection is recommended, the CONSULTANT shall work with the Contractor to rectify any discrepancies.
- Monitor weather delays and provide recommendation of any weather delays on a weekly basis to be documented within daily work reports.
- The CITY will provide Public Information Services. CONSULTANT will provide, as needed, assistance to the CITY's PIO and Project Construction Manager with communication regarding potential project impacts.
- Provide photographic documentation of noteworthy incidents or events during construction. These photographs will be filed and maintained on the Consultant's computer. Photographs shall be taken the day of the start of construction and continue as needed throughout the project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.
- Monitor, inspect and document all construction for conformance with the CITY's and FDOT's Standard Specifications, Supplemental Specifications or as modified by the Special Provisions of the Construction Contract. Reports are to be provided on a daily basis. All Daily Reports shall include a minimum of two (2) photos of each construction activity which is covered in the report. Photos shall be filed in each inspector's Daily Report as directed by the CITY's Construction Project Manager.
- Collect and document all Contractor's Request for Information (RFIs) and Request for Modifications (RFMs). Coordinate their timely reviews to appropriate parties and document responses.

- Collect and document all Contractor’s submittals (shop drawings, material certifications, etc.). Coordinate their timely reviews to appropriate parties and document responses.

Project Closeout

- Provide complete project documents for long term CITY storage within 30 days of Final Acceptance of the Construction Contract on a flash drive and hard copy, if requested.
- Include a complete listing of all documents included in the files which are to include but are not limited to the following:
 - Photos and/or Videos of the project’s progression, Pre- and Post- Construction, electronic only
 - Field Books, hard copy only
 - Asphalt tickets (if necessary)
 - Record retainage of all project documents will be maintained for 5 years.

SERVICES TO BE PROVIDED BY THE CITY

The CITY shall serve as the overall Project Manager for this project with duties including:

- Schedule and conduct progress meetings with the Contractor and CITY personnel. Prepare the agenda and provide meeting minutes to all in attendance and others as required within 7 calendar days of the meeting. Collect any and all submittals from the Contractor and distribute to the appropriate reviewer(s).
- Analyze the Contractor’s schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, 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.

COMPENSATION

Task XX – CEI Services	\$57,625
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Payment for the work accomplished will be on a time and materials basis with the following rates:

Senior Bridge Inspector	\$105/hr X 425 Hours
Expenses	\$13,000

Invoices shall be submitted to the CITY Project Manager and the CONSULTANT shall monitor the cumulative invoiced billings to assure the reasonableness of the billings compared to the project schedule and the work accomplished.

SCHEDULE

The CONSULTANT'S services shall commence upon receipt of written notice to proceed (NTP) issued by the CITY. If the need for the CONSULTANT'S services exceeds the agreed upon fee(s), it is anticipated that a supplemental agreement for additional compensation will be required.

CITY AUTHORITY

The CITY shall be the final authority in considering modifications to the Construction Contract for time, money or any other consideration.

END OF SCOPE OF SERVICES