

COUNCIL AGENDA STATEMENT



Meeting Date: September 13, 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 2022-106**, Approving Change Order No. 2 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 \$47,524.00; 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. During the process of the repair work for the Coco Plum Bridge, it was determined that the condition of the bridge is worse than originally anticipated, and that the superstructure of the bridge is in need of replacement instead of repair. The change order covers the additional work for the design of the superstructure replacement and CEI services for the same.

CONSISTENCY CHECKLIST:

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

FISCAL NOTE:

The proposed FY23 Capital Infrastructure budget includes appropriations for this agreement.

RECOMMENDATION: Approval of Resolution

Sponsored by: Garrett

**CITY OF MARATHON, FLORIDA
RESOLUTION 2022-106**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING CHANGE ORDER NO. 2 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 \$47,524.00; 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 condition of the bridge is worse than originally anticipated, and that the superstructure of the bridge is in need of replacement instead of repair; and

WHEREAS, this change order covers the additional work for the design of the superstructure replacement and CEI services for the same; and

WHEREAS, this Change Order amount is \$47,524.00, requiring Council approval.

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

Section 1. Change Order 2 for the Project in an amount not to exceed \$47,524.00, 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 13 TH DAY OF SEPTEMBER, 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 # 2 –

TO: City of Marathon
PROJECT: Engineering Services for Rehabilitation of Bridge Numbers 904510, 904512, and 904540
CONSULTANT: Cardno, Inc.
DATE: July 31, 2022

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 \$150,428.00 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. 2
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.)	\$150,428.00
(3)	Total Proposed Change in Agreement Price	<u>\$47,524.00</u>
(4)	New Agreement Price (Item 2 + Item 3)	<u>\$197,952.00</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>
2		<u>\$150,428.00</u>	<u>\$57,222.00</u>	<\$9,698.00>	<u>\$47,524.00</u>
Total		<u>\$150,428.00</u>	<u>\$105,149.00</u>	<\$9,698.00>	<u>\$105,149.00</u>

Exhibit “B”

CHANGE ORDER JUSTIFICATION

The initial contract with Cardno, Inc., the design consultant for the bridge repair project, only had scope for maintenance repairs of the three (3) bridges. During the preparation for the repairs at Bridge Number 904540 (Coco Plum Drive) additional deterioration was uncovered to the extent that full repairs would be cost prohibitive. This change order covers the scope for the design of a full deck replacement and oversight during construction. The proposal is based on estimated hours and will be monitored by City staff

CHANGE ORDER BREAKDOWN BY TASK

Bridge Maintenance Repairs - Coco Plum Drive



Attachment A

ACTIVITY	Original Contract	Change Order 1		Current Effort	Future Effort	Change Order 2	
		Change	Total			Change	Total
Task 1: Environmental Permitting	\$ 10,700.00	\$ -	\$ 10,700.00	\$ 8,359.00	\$ -	\$ (2,341.00)	\$ 8,359.00
Task 2: Quantity and Repair Limit Inspection	\$ 12,732.00	\$ -	\$ 12,732.00	\$ 7,812.00	\$ -	\$ (4,920.00)	\$ 7,812.00
Task 3: Repair Plans	\$ 39,871.00	\$ -	\$ 39,871.00	\$ 23,817.50	\$ 20,780.00	\$ 4,726.50	\$ 44,597.50
Task 4: Bridge Load Rating (COCO PLUM ONLY)	\$ 5,432.00	\$ -	\$ 5,432.00	\$ 2,153.50	\$ 3,566.00	\$ 287.50	\$ 5,719.50
Task 5: Bid Services	\$ 5,190.00	\$ -	\$ 5,190.00	\$ 2,753.00	\$ -	\$ (2,437.00)	\$ 2,753.00
Task 6: Construction Services	\$ 16,008.00	\$ 44,625.00	\$ 60,633.00	\$ 60,633.00	\$ 52,208.00	\$ 52,208.00	\$ 112,841.00
Staffhour Summary	\$ 89,933.00	\$ 44,625.00	\$ 134,558.00	\$ 105,528.00	\$ 76,554.00	\$ 47,524.00	\$ 182,082.00
Expense Summary	\$ 2,870.00	\$ 13,000.00	\$ 15,870.00	\$ 2,889.24	\$ 12,980.76	\$ -	\$ 15,870.00
CONTRACT MAXIMUM	\$ 92,803.00	\$ 57,625.00	\$ 150,428.00	\$ 108,417.24	\$ 89,534.76	\$ 47,524.00	\$ 197,952.00

ACTIVITIES/SALARIES FEE COMPUTATIONS

Bridge Maintenance Repairs - Coco Plum Drive



Attachment A

ACTIVITY	Chief Engineer 1	Engineer 2	Engineer 1	Engineer Intern	Inspector			Activity Fee	Staffhours by Task	Average Rate	Total/Subtotal
	\$216.00	\$161.00	\$124.00	\$92.00	\$101.00						
Task 3: Repair Plans											\$ 20,780.00
Prestressed Slab Beam Design		4	12	8				\$ 2,868.00	24	\$ 119.50	
Key Sheet			4					\$ 496.00	4	\$ 124.00	
Summary of Quantities		2	8	8				\$ 2,050.00	18	\$ 113.89	
General Notes			4					\$ 496.00	4	\$ 124.00	
General Plan		4	20	8				\$ 3,860.00	32	\$ 120.63	
Construction Sequence (1)		1	4					\$ 657.00	5	\$ 131.40	
Construction Sequence (2)		1	4					\$ 657.00	5	\$ 131.40	
Typical Section		1	4					\$ 657.00	5	\$ 131.40	
Table of Beam Variables		1	8	4				\$ 1,521.00	13	\$ 117.00	
Beam Details		1	12					\$ 1,649.00	13	\$ 126.85	
Superstr. Details (1) (Beam Joints, Post Tens., Camber)		1	4					\$ 657.00	5	\$ 131.40	
Superstr. Details (2) (Bearings, Deck Joints, Util. Support)		1	4					\$ 657.00	5	\$ 131.40	
Load Rating Summary Table		1	4	2				\$ 841.00	7	\$ 120.14	
Technical Specifications		8	8					\$ 2,280.00	16	\$ 142.50	
QC Review	4	2	2					\$ 1,434.00	8	\$ 179.25	
Task 4: Bridge Load Rating											\$ 3,566.00
Load Rating Report		4	16	4				\$ 2,996.00	24	\$ 124.83	
QC Review	1	2	2					\$ 570.00	5	\$ 114.00	
Task 6: Construction Services											\$ 52,208.00
Shop Drawings & RFI's			8	16				\$ 2,464.00	24	\$ 102.67	
Construction Site Visits		32			400			\$ 45,552.00	432	\$ 105.44	
Final Construction Verification		16			16			\$ 4,192.00	32	\$ 131.00	
Staffhour Summary	5	82	128	50	416	0		\$ 76,554.00	681	\$ 112.41	\$ 76,554.00

EXHIBIT "C"

AMENDMENT TO SCOPE OF SERVICES

1.0 SCOPE OF SERVICES

Task 3: Repair Plans

The CONSULTANT will prepare design plans and specifications for the superstructure replacement at Br. No. 904540 (Coco Plum Drive). The bridge repair plans are anticipated to include the following.

- Key Sheet
- Summary of Quantities
- General Notes
- Construction Sequence
- General Plan
- Typical Section
- Table of Beam Variables
- Beam Details
- Superstructure Details
- Load Rating Summary Table

Additional tasks include the development of specifications and the preparation of a construction cost estimate.

It is assumed that the plans will utilize aerial imagery for the general plan. A topographical survey is not included in this scope of work.

Task 4: Bridge Load Rating

The CONSULTANT will perform a Design Load Rating Report in accordance with the FDOT Bridge Load Rating Manual and will coordinate with the FDOT District Load Rating Office for their review.

Task 6: Construction Services

General

- Attend an on-site pre-construction meeting as organized by the CITY to coordinate the work and review the project requirements.
- 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.
- 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 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.
- It is anticipated that the CONSULTANT shall have an inspector on site an average of four (4) days per week over a period of 12 weeks.

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. 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. For any work not witnessed by CONSULTANT staff, a summary will be provided to the CITY.

- Collect, review and document all Contractor's Request for Information (RFIs) and Request for Modifications (RFMs).
- Collect, review and document all Contractor's submittals (shop drawings, material certifications, etc.).

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

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/concrete tickets (as applicable)
 - Record retainage of all project documents will be maintained for 5 years.

Assumptions

The above construction services assume 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. 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. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications.
- It is anticipated that the CONSULTANT shall have an inspector on site an average of four (4) days per week over a period of 12 weeks.

2.0 SERVICES NOT PROVIDED

The following list of services are not anticipated to be necessary and are not included in the scope of work.

- Licensed survey and SUE services
- Geotechnical investigations
- Utility coordination
- Environmental permitting

3.0 SERVICES PROVIDED BY THE CITY

The CITY agrees to provide the following:

- Permission to access and inspect the bridges

4.0 ADDITIONAL SERVICES

The CONSULTANT will provide additional services whenever requested in writing by the CITY based on a negotiated lump sum or not-to-exceed allowance.

5.0 DELIVERABLES

The CONSULTANT shall provide a draft set of bridge repair plans, load rating, and special provisions for the CITY’s review and comment. Upon resolution of all comments, a final signed and sealed set of plans will be provided along with an updated final cost estimate and special provisions. Each submittal will be provided as an electronic transmittal with hard copies provided as requested.

6.0 PROJECT SCHEDULE

The scope of services identified above meet the following schedule. Durations are measured from the date of notice to proceed unless otherwise noted.

- Draft Plans and Specifications 60 days after NTP
- Final Plans and Specifications 20 days after receipt of comments

NOTE: SEE ATTACHMENT A FOR RATES/FEES. HOURLY FEES BASED ON PREVIOUSLY APPROVED RATE SCHEDULE.

