

EXPLANATION OF CONSENT AGENDA ITEM E.2.c.(15) April 27, 2016

ITEM:

Consideration of approving a Purchase Order to Construction Engineering Group, LLC (CEG) under their continuing services contract for design of minor improvements to the existing stormwater system (swale) at Jetty Park in an amount not to exceed \$19,800.00. (Musser/Crowe)

EXPLANATION:

To improve safety and accessibility at Jetty Park by making improvements to the stormwater swale system adjacent to the playground and across from the park pavilion, staff would like to engage CEG to investigate design options and permit the selected plan, through their Architectural, Planning, Design, and Building Engineering Services Continuing Contract

CEG completed the previous Jetty Park survey/engineering, site design/permitting and construction administration services improvements for road paving and stormwater, construction of additional campsites, power upgrades to many of the campsites, and rental cabin construction in 2010-11. Utilizing CEG's previous experience with Jetty Park should provide cost savings to Port Canaveral for completion of the additional proposed work, as they will be able to reuse existing survey and geotechnical testing information. This proposal is only for the design, permitting, and creation of the construction drawings of the selected improvements.

Funding Review by Finance (Pat Poston):

The total NTE amount of \$19,800 is included in the FY16 Capital Budget and no increase is required. [Budget item 1530 - Park Upgrades]

Staff Recommends Approval

Prepared by: Bob Musser





Bill Crowe, PE
Canaveral Port Authority
445 Challenger Road
Cape Canaveral, FL 32920

Emailed To: bcrowe@portcanaveral.com

Proposal Date: 4/7/16
Proposal Code: 16-CPA-Q04

RE: Jetty Park Stormwater Treatment
Pond Relocation

Dear Mr. Crowe:

Thank you for considering CEG for civil engineering design and permitting to relocate an existing dry retention pond at Jetty Park in Port Canaveral, Florida. It is our understanding this project will consist of design and permitting to relocate an existing dry retention pond west of the Coastal Construction Line. It will include a permit modification through the St. Johns River Water Management District (SJRWMD) and the Canaveral Port Authority (CPA). We will reuse previous survey data and geotechnical testing to save costs for the project.

CEG proposes to provide the following civil engineering site design and site permitting services grouped into separate tasks of work. All drawings and specifications will be complete in order to provide for competitive bidding, permit approvals, and construction.

CIVIL ENGINEERING

Task No. 1: Site Construction Documents and Stormwater Treatment/Conveyance

1. Attend meetings with Port Canaveral and the SJRWMD as needed in Brevard County.
2. On-site inspection to review plans.
3. Complete all site permit applications and request fees.
4. Final civil engineering construction drawings and reports.
5. Final stormwater treatment and conveyance design calculations and modeling.
6. Complete an erosion and sediment control plan (SWPPP).
7. Final specifications and civil engineering details.
8. Provide signed and sealed construction documents, reports, and specifications for permitting to client and for bidding.
9. Provide PDF format electronic files for bidding.

Task No. 2: Civil Engineering Site Permitting

1. Site plan permitting through the CPA.
2. Storm water treatment permitting through the SJRWMD and the CPA.
3. Respond to all site permitting comments.

The above listed civil engineering design services do not include the following:

1. Permit application fees and impact fees.
2. Landscaping/irrigation plans --- these can be added if desired.

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RE: Jetty Park Storm Pond Relocation

FEE SUMMARY:

Task No. 1: CD's & Modeling/Calculations	\$12,500.00
Task No. 2: Site Permitting	\$6,800.00
Reimbursables	\$500.00
Total	\$19,800.00

Please be advised that our proposed fee(s) for the above design services will remain firm for thirty (30) calendar days from the date of this proposal. This proposal is subject to "Terms and Conditions for Professional Services Between Construction Engineering Group and Owner/Client, Revision Date: July 01, 2008".

Thank you again for the opportunity to provide you our services. If you have any questions please do not hesitate to call.

Sincerely,


Jake T. Wise, P.E.
Principal, Civil Engineer
Managing Member
Construction Engineering Group, LLC

Due to insurance regulations, it is necessary for us to receive a signed copy of this Proposal before we can begin working on this project. Please sign and return this proposal as direction for us to proceed with the project. Receipt of CAD files and/or direction to proceed with project shall also constitute acceptance of this agreement.

This is a confidential proposal between CEG and the addressee of this document. The information contained herein shall not be provided to any other parties without written consent of CEG.

IT IS AGREED THAT PURSUANT TO FLORIDA STATUTES 558.0035, INDIVIDUAL EMPLOYEES HIRED BY CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE IN PERFORMING SERVICES UNDER THIS CONTRACT.

Bill Crowe
Canaveral Port Authority

Date

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES BETWEEN
CONSTRUCTION ENGINEERING GROUP AND OWNER/CLIENT
Revision Date: July 01, 2008

1. Services performed by Construction Engineering Group (hereinafter called CEG) for Owner/Client (hereinafter called Client), under this Agreement, will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty are included or intended in this Agreement, or in any report, opinion, document or otherwise.
2. CEG's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work. CEG shall not be responsible for damages or delays caused by any factor outside of CEG's control, including, but not limited to, Client's review and decision process, permitting/approval agencies, or Acts of God.
3. During any construction activity, CEG shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work, since these are solely the contractor's responsibility under the contract for construction. CEG shall not be responsible for the contractor's schedules or failure to carry out the work in accordance with the contract documents.
4. Construction observation, certification of permits, and review of shop drawings is a continuation of services after the design and documentation process, which provides CEG the vehicle to assure the Client that the project is brought to construction completion in accordance with the intent of the documents and applicable regulations. Should the Client or agent of the Client (other than CEG) choose to perform the construction observation portion of the project services, the Client agrees to assume all responsibilities related to the completed work without CEG participation. CEG shall not provide insurance covering any liability for claims or actions arising from the Client or Client's agent's performance of construction observation service.
5. Additional services consist of any service not specifically listed as "Scope of Service" contained herein. Such services shall include revisions due to Client changes or adjustments in scope, budget or quality of the project, and any other services not customarily furnished in accordance with generally accepted engineering practice. Additional services will be billed on a mutually agreed upon hourly or fixed fee basis, and shall not be commenced until a written agreement concerning the additional services is executed by all parties hereto.
6. All documents prepared by CEG pursuant to the Agreement are instruments of service with respect to the Project. They are not intended or represented to be suitable for reuse by the client or others on extensions of the Project or on any other Project. Any reuse without written verification or adaptation by CEG for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to CEG; and the Client, or whoever shall reuse said documents, shall indemnify and hold harmless CEG from all claims, damages, losses and expenses, including attorneys fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle CEG to additional compensation at rates to be agreed upon by CEG and the person or entity seeking to reuse said documents.
7. The Client shall furnish necessary pollution tests, tests for hazardous materials and other laboratory and environmental tests, inspections, and reports required by law or the Agreement documents. CEG does not perform services related to the identification, testing, containment or removal of asbestos, hazardous waste or hazardous material. The Client hereby waives any claim against CEG for liability, injury or loss arising from the existence of asbestos, hazardous waste or hazardous material.

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8. The Client shall furnish in a timely manner and at his own expense, surveys describing physical characteristics, legal limitations and utility locations for the site of the project; a written legal description of the site; geotechnical investigations; environmental assessments; and/or other consultant information when such services are requested by CEG. CEG shall be entitled to rely upon the accuracy and completeness thereof for completion of CEG's work. Any costs associated with correcting of designs or design documents due to incomplete or incorrect Client provided information shall be at Client's expense.
9. Any opinion of construction cost prepared by CEG represents CEG's best judgment as a design professional and is supplied for the general guidance of the Client. Since CEG has no control over the cost of labor and material, or over competitive bidding or market conditions, CEG does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the Client.
10. Drawings, sketches, reports, specifications, computer discs and other documents are instruments of service with respect to the project and all rights of copyright thereof are retained by CEG. CEG shall have no liability in the event any changes are made to the documents by Client or others engaged by Client.
11. This Agreement may be terminated upon seven (7) days written notice by either party if the other party fails to perform to these agreed terms. If the project is abandoned by the Client for more than ninety (90) consecutive days, the Agreement may be terminated by CEG.
12. Payment to CEG is the sole responsibility of signatory of this Agreement and is not subject to third party agreements.
13. If the Client fails to make payment when due to CEG for services and expenses, Client shall be in default of this Agreement, which shall entitle CEG to immediately cease all services as described under this or any other Agreement between the parties. In the event of such suspension, CEG shall have no liability to the Client for delay or damages caused the Client because of such suspension of services.
14. In the event of either termination or project suspension, the Client will pay CEG for services and expenses then due, in addition to any additional charges incurred by CEG by the Client's early termination.
15. CEG currently maintains General Liability and Professional Liability Insurance. CEG's liability to the Client for injury or damage arising out of work performed for the Client and for which legal liability may be found to rest upon CEG, other than for professional errors and omissions, will be limited to \$1,000,000.00. For any damage on account of error, omission or other professional negligence, CEG's liability will be limited to a sum not to exceed \$50,000.00 or CEG's fee, whichever is lesser.
16. CEG shall use reasonable efforts to ensure that the Client's project will comply with the requirements contained in the American's with Disabilities Act ("ADA") and the requirements of other applicable federal, state, and local laws, rules, codes, ordinances and regulations. CEG cannot and expressly does not warrant or guarantee compliance with such laws, as they are subject to differing interpretations and construction.
17. This Agreement shall be enforced against each party's partners, successors, assigns and legal representatives.
18. This Agreement represents the entire and integrated agreement between the Client and CEG and supersedes all prior representations or agreements. This Agreement may be amended only by written instrument signed by both the Client and CEG.

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19. Nothing contained in this Agreement shall create a contractual relationship with, or cause of action in favor of, a third party against either the Client or CEG.
20. In the event any litigation or proceeding is filed based on this Agreement (including any action for declaration relief) the prevailing party shall be entitled to recover its attorney fees, and other associated costs, from the unsuccessful party.
21. Invoices for services and expenses will be billed monthly for work completed. Payment is due upon receipt of invoice. Interest will accrue on amounts past due at a rate of 1-1/2% per month. Any other payment schedule or method must be described in writing within this Agreement. Payments not received more than thirty (30) days from date of invoice will be, at CEG's option, cause for CEG to collect through any legal means. Client shall pay any attorney's fees, and other associated costs, incurred in collecting a delinquent payment.
22. Reimbursable expenses include, but are not limited to, expenses incurred by CEG in the interest of the project for: transportation and living expenses; long distance communication; reproduction; postage and delivery; additional insurance requested by Client in excess of CEG's coverages; consultants for specialized services, unless specifically noted otherwise; fees paid for securing authority approvals; record copies; and computer discs.
23. Unless included as part of CEG's Scope of Services, reimbursable expenses shall be billed at actual costs plus a fifteen percent (15%) service charge, except for the following expenses, which will be billed at the corresponding rates:

Auto Travel – Standard IRS Mileage Rate	Blackline prints, 24" x 36" each..	\$ 2.50
Blackline prints, 30" x 42" each... \$ 3.00	Reproducible vellum prints.....	\$10.00
Photocopies, letter and legal... \$ 0.15	Color Photos.....	\$ 1.25
CD-ROM..... \$18.00		
24. Client agrees to credit CEG by name and title in all publicity involving the project. CEG will publicly reveal project information upon Client's approval.
25. Until executed by the Client, this document shall constitute an offer of services from CEG. If the Client fails to notify CEG in writing of its acceptance of each and every term contained herein within thirty (30) days of its submission by CEG, the offer shall expire.
26. CEG shall have the right to withdraw and request the return of all submittals to permitting agencies or other parties on behalf of the Client in the event of outstanding balances remaining unpaid by the Client per the terms of this Agreement.
27. If any provision of this Agreement is in violation of federal, state or local law, or is held by any court to be unenforceable, the remaining provisions shall still have full force and effect and shall continue to be binding on the parties hereto.