



MEMORANDUM

To: Mayor and City Councilors

From: Rich Olson, City Manager
Paul Fredette, Public Works Director

Date: May 8, 2015

Re: Consideration – Construction Inspection and Administration
Contract for Halstead Boulevard Greenway/Bikeway Trail

BACKGROUND:

During the City Council meeting of February 23, 2015, the City Council authorized the City Manager to enter into a Construction Contract with Barnhill Contracting Company in the amount of \$552,215.25 for the construction of the Halstead Boulevard Greenway Trail Project, subject to receiving construction authorization from NCDOT. We currently anticipate all of the proper approvals and paperwork will be in place to execute the construction contract within two weeks.

ANALYSIS:

City staff has received a proposal for inspection and construction administration services from Hyman & Robey for the Greenway Trail Project at a cost of \$49,000 (attached). We have reviewed the proposal with NCDOT and confirmed that Hyman & Robey is on the NCDOT list of qualified consultants for construction inspection and administrative services.

Hyman & Robey has provided construction inspection and administration services on a number of fairly complicated and high profile projects in the past and has, without exception, proven the value of their services to Elizabeth City.

FINANCIAL:

The Finance Committee considered this matter during their meeting held on May 7, 2015. Upon motion made by Councilman Ray Donnelly, seconded by Councilman Darius Horton, the committee unanimously recommended approval by the City Council.

STAFF RECOMMENDATION:

By motion, authorize the City Manager to enter into a Construction Inspection and Administration Services contract with Hyman & Robey in the amount of \$49,000 for the Greenway Trail Project, as presented.

RCO/vdw

Agreement for Professional Engineering and Surveying Services

Halstead Boulevard Greenway Trail

OWNER: City of Elizabeth City
Mr. Paul Fredette, Public Works Director
Public Works Department
P.O. Box 347
Elizabeth City, NC 27907-0347

FIRM : Hyman & Robey, PC, PC
150 US Highway 158 East
P.O. Box 339
Camden, North Carolina, 27921
(252) 338-2913

THIS AGREEMENT, made this _____ day of _____, 2015, between the City of Elizabeth City, North Carolina, hereinafter referred to as the "OWNER", and Hyman & Robey, PC, hereinafter referred to as the "FIRM".

WHEREAS, the OWNER, through its Department of Public Works, desires professional engineering services in connection with the Halstead Boulevard Greenway Trail, hereinafter referred to as the "PROJECT".

WHEREAS, the FIRM desires to furnish the engineering services for the above specified project in accordance with the conditions and information specified herein.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the premises and the mutual covenants and undertakings of the parties of this AGREEMENT, the parties hereto mutually agree with each other as follows:

Scope of Work:

Hyman & Robey, PC agrees to perform construction administration and inspection services for the Project that was designed, permitted, and bid by Rivers & Associates, Inc.

The scope of work offered includes the following:

Construction Administration

1. Review and Approval of Schedule of Values for any large lump sum items.
2. Preparing for and conducting pre-construction meetings and construction progress meetings. Construction progress meetings to be held at a minimum on a bi-weekly basis at a location to be determined. Preparation and distribution of minutes from pre-construction meeting and construction progress meetings.
3. Review of Contractor's payment application, including detailed review of the stored materials and work completed per pay period as well as quantities to-date.
4. Review of Contractor's Safety Program.
5. Review, negotiation and recommendation of Change Orders.

6. Receipt and packaging of submittal data and equipment manuals (paper and digital).
7. Review of project close out documentation
8. Review and recommendation of final pay application.

Construction Inspection

1. Review of plans and specifications for familiarity particular to project.
2. Providing pre-construction dialog with the contractor to ensure proper knowledge of Engineer's design intent.
3. Thorough daily inspection of work in progress for compliance to Contract Documents and the standards of the City of Elizabeth City and NCDOT.
4. Review of submittals for comment and approval.
5. Review and response of RFIs.
6. Provide daily reports of Contractor activity, work completed and job conditions.
7. Provide weekly summaries of all Contractor work.
8. Field measurement of quantities installed for evaluation of payment application.
9. Receipt of truck quantity tickets for unit price items.
10. Pre-measurement of trucks hauling select materials and load/haul reporting.
11. Serve as liaison to community during construction.
12. Review of traffic control devices and layout. Ensure adequate and appropriate access to homes and businesses.
13. Review of state permits and enforcing compliance by the Contractor.
14. Recording of as-built locations via red line drawings or with surveying equipment as deemed necessary by the Inspector.

Fee Schedule

We offer the above scope of work for a Lump Sum Price: \$ 49,000.00

Work Outside of Proposal Items

For any work performed outside of the above mentioned items, the following hourly rates shall apply. Additional work is by written change order only.

Billing Rates--Hourly:

Principal Engineer	\$150.00/hour
Principal Land Surveyor	\$140.00/hour
Engineering Project Manager	\$115.00/hour
Surveying Project Manager	\$105.00/hour
Project Engineer I	\$ 85.00/hour
Project Engineer II	\$100.00/hour
Design Engineer I	\$ 75.00/hour
CAD Designer	\$ 65.00/hour
Survey Party (2 man)	\$125.00/hour
Survey Party (3 man)	\$150.00/hour
Construction Inspector	\$ 75.00/hour
Survey Technician	\$ 65.00/hour
Robotic Station	\$ 60.00/hour
Administrative	\$ 65.00/hour

Exclusions

The following items are not included in this proposal:

1. Construction stakeout: this is being provided by the contractor
2. Geotechnical testing: the cost of testing is not included; however, Hyman & Robey will obtain estimates from geotechnical firms and will coordinate with the chosen firm to have all appropriate testing performed. Testing includes, but is not limited to, compaction testing of subgrade and stone base and asphalt testing.
3. Inspection of change order work that requires a time extension on the contract. If change orders occur requiring additional contract time and, therefore, more inspection time, will require negotiation of additional fees.
4. Wage Determination of standard special provision minimum wages: It is expected that wage rate determination (Davis-Bacon) interviews/recordkeeping, etc. as well as other paperwork regarding minority and DBE participation as part of NCDOT requirements will be performed by City staff.

Manner Of Payment

Partial payment for services rendered under the terms of this AGREEMENT shall be made monthly, conditioned upon receipt and approval by the OWNER of an invoice covering work completed to date. Each invoice shall state the estimated percentage of work completed by phase through the period covered by the invoice. Payment shall be made within 30 days of invoice. The OWNER will determine if the invoice is approved within seven (7) business days of receipt. Late payment may be subject to a 1.5% late charge.

Responsibility of Firm

Services provided by the FIRM under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by member so the same profession currently practicing under similar circumstances. The FIRM shall, without additional cost or fee to the OWNER, correct or revise any errors or deficiencies in services provided by the FIRM.

Responsibility of the OWNER

Make provisions for the FIRM to enter upon public and private property as required for the FIRM to perform the services contained in this AGREEMENT.

1. Review the final design and contract documents in a timely manner.
2. Provide applicable data from previous studies and designs.
3. Provide administrative, real estate, and legal services associated with any land easement acquisitions.

Insurance

1. The FIRM shall carry Workman's Compensation Insurance as provided by North Carolina State law.
2. The FIRM shall secure and maintain in effect at all times during the period this AGREEMENT is in effect, general comprehensive liability insurance.

Delays

The FIRM is not responsible for delays caused by factors beyond the FIRM'S reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove the FIRM'S services or work product promptly; or delays caused by faulty performance by the OWNER or by contractors or any level. When such delays beyond the FIRM'S reasonable control occur, the OWNER agrees the FIRM is not responsible for damages, nor shall the FIRM be deemed to be in default of this AGREEMENT.

ACCEPTANCE OF PROPOSAL:

OWNER: City of Elizabeth City

BY: _____

NAME: _____

TITLE: _____

FIRM: Hyman & Robey, PC

BY: _____

NAME: _____

TITLE: _____