

Meeting Date
7/7/2015



AGENDA	
Section	Consent
Item No.	II.A.12

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Request Approval of CDM Task Order 12-05 Re: Central Disposal Facility (CDF) New Scale House Construction Engineering Services.				
DEPT/OFFICE:	Solid Waste Management Department				
Requested Action:	<p>It is requested that the Board of County Commissioners: (1) approve CDM Smith, Inc. (CDM) Task Order 12-05 in the amount of \$184,840.00 to provide professional engineering assistance during construction of Phase 3 of the CDF Scale House and Entrance Road Project; and (2) authorize the Board Chairman to execute the same.</p>				
Summary Explanation & Background:	<p>The current scale house was built in 1981 and is no longer adequate to meet the operational needs of the Central Disposal Facility. Currently there is only one entrance lane that is located very close to Adamson Road requiring vehicles to stack up on the public road as they wait for the scales to clear. The new Scale House, entrance road and improvements along Adamson Road will serve the present and future operational needs at the Central Disposal Facility in Cocoa. The new scale house will be set back substantially further off the main road, providing more efficient and safer access to the Central Disposal Facility.</p> <p>CDM Smith designed and permitted the construction of the Adamson Road improvements (Phase 1), the new entrance roadway (Phase 2) and new scale house (Phase 3). They were previously authorized to provide bidding services for construction of Phase 3 of the project which includes the new scale house building, three new scales and supporting utilities. This task order is for construction oversight of a contractor competitively selected to build the new scale house, install the new scales and necessary utilities and provide overall project management.</p> <p>Fiscal Impact: Funds for this project have been budgeted under the Department's five-year CIP and are available in Fund 4011, Cost Center 352130.</p>				
Clerk to the Board Instructions: Please sign and attest three (3) copies of CDM's Task Order 12-05 and return two (2) originals to the Department.					
Exhibits Attached: Task Order 12-05 (3-copies)					
Contract /Agreement (If attached): Reviewed by County Attorney			Yes	<input type="checkbox"/>	No
			<input type="checkbox"/>	PR <input type="checkbox"/>	
County Manager	Assistant County Manager			Department Director: Eurípides Rodriguez	
Stockton Whitten					



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

July 8, 2015

MEMORANDUM

TO: Euri Rodriguez, Solid Waste Management Director

RE: Item II.A.12., Task Order No. 12-05 with CDM Smith Inc., for Central Disposal Facility (CDF) New Scale House Construction Services

The Board of County Commissioners, in regular session on July 7, 2015, approved CDM Smith, Inc. (CDM) Task Order 12-05 in the amount of \$184,840.00 to provide professional engineering assistance during construction of Phase 3 of the CDF Scale House and Entrance Road Project. Enclosed are two fully-executed Task Orders.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge, Deputy Clerk

/af

Encls. (2)

cc: Contracts Administration
Budget
Finance

Task Order No. 12-05

THIS TASK ORDER NO. 12-05, dated the 7 day of July, 2015 by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA a political subdivision of the State of Florida, hereinafter referred to as "County" and CDM SMITH INC., a Florida Corporation, whose local mailing address is 1701 Highway A-1-A, Suite 301, Vero Beach, FL 32963 hereinafter referred to as "Consultant" amending that certain Agreement between the parties dated August 16, 2012.

WITNESSETH

WHEREAS, the County is authorized to construct, acquire, improve, maintain, and operate its Solid Waste Management Facilities in the County to meet the existing and future solid waste management needs of Brevard County;

WHEREAS, the County desires to implement the recommendations of the Capital Improvements Program for continued operation of existing Solid Waste Management Facilities and other projects; and

WHEREAS, the Consultant has been selected by the County to provide consulting services to the County in the area of solid waste management in accordance with the provisions of Section 287.55, Florida Statutes, including services relating to the economic and efficient operation of the solid waste management system and the making of capital improvement to that system; and

WHEREAS, the Consultant has experience in the planning, procurement, preparation of permit applications, design, financing, construction administration, and operation of similar systems and facilities; and

WHEREAS, the Consultant has been tasked with the design and permitting of improvements to Adamson Road and a new scale house and entrance road at the Central Disposal Facility (CDF) to replace the existing facility that is no longer adequate to meet the needs of the Solid Waste Management Department and customers; and

WHEREAS, the County desires to amend that certain Agreement between the parties dated August 16, 2012.

NOW THEREFORE, in consideration of premises and mutual promises and conditions contained herein, it is mutually agreed between the parties as follows:

SECTION 1. SCOPE OF SERVICES, the Scope of Services agreed to be performed by the Consultant pursuant to the continuing Agreement is hereby amended to include the services set forth in Exhibit "A", attached hereto.

SECTION 2. COMPENSATION, compensation shall be in accordance with "Section 3. COMPENSATION" of the continuing Agreement. The Consultant shall be paid a not-to-exceed amount of One-hundred Eighty-four Thousand Eight Hundred Forty Dollars and no cents (\$184,840) for engineering services provided as set out in Exhibit "A", attached to this Task Order.

SECTION 3. CONTINUING EFFECT OF THE AGREEMENT, except as otherwise provided herein, the Agreement shall remain in full force and effect.

SECTION 4. TIME FOR PERFORMANCE, Consultant shall complete the engineering services during construction work required in this Task Order within **12 months** after the County issues a Notice to Proceed to the Contractor awarded the project.

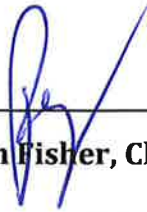
IN WITNESS WHEREOF, the parties hereunto set their hands and seals the day and year first above written.

ATTEST:



Scott Ellis, Clerk

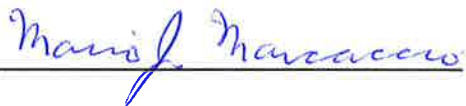
BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



Robin Fisher, Chairman

As approved by the Board on 7-7-15

ATTEST:



CDM SMITH INC.



Eric J. Grotke, P.E., BCEE
Vice President
CDM Smith Inc.

Date: June 3, 2015

SEAL



Exhibit A

Task Order Number 12-05 Engineering Services during Construction for the Central Disposal Facility (CDF) Scale House and Entrance Road Improvements Phase 3

Brevard County Board of County Commissioners
Solid Waste Management Department
CDM Smith, Inc.

This Task Order, when executed, shall be incorporated in and become part of the Contract for Consulting/Professional Services between Brevard County (COUNTY), and CDM Smith Inc. (CONSULTANT), dated August 16, 2012 hereafter referred to as the Contract.

The COUNTY approved Task Order 12-01 on March 4, 2014 authorizing CONSULTANT to develop plans to construct a new scale house and entrance road for the Central Disposal Facility (CDF) on Adamson Road, in Cocoa, Florida. The CONSULTANT was authorized to provide design, permitting, and bidding services for the proposed project. This Task Order outlines the Engineering Services during Construction to be provided during construction of Phase 3 of the project.

The proposed Scope of Services includes the following Tasks:

TASK 1.0 **MONTHLY PROGRESS MEETINGS**

Monthly progress meetings will be held throughout the construction of the Brevard CDF Scale House and Entrance Road Improvements – Phase 3 Project. It is anticipated that one pre-construction meeting, and up to 9 monthly meetings will be held throughout the course of the project. The 9 monthly progress meetings shall include review and field verifications of contractor's submittal of pay request items and the confirmation of the accuracy of the pay request quantity.

CONSULTANT shall schedule meetings, make physical arrangements for meetings, prepare and distribute the agenda, preside over the meeting, and prepare and distribute notes of the meetings. CONSULTANT shall provide appropriate team members to attend the meeting. Discipline engineers will only be present at monthly meetings when needed as construction progresses.

TASK 2.0 **REVIEW SHOP DRAWINGS, SAMPLES, AND OTHER SUBMITTALS**

CONSULTANT will review and approve (or take appropriate action in respect of) sequence of work, shop drawings, samples, O&M manuals, schedule of values, payment application format and other data (in accordance with Specifications) during construction of Phase 3 of the project, which CONTRACTOR is required to submit, but only for conformance with the information given in the contract documents and compatibility with the design concept of the completed project as a functioning whole as indicated in the contract documents. Such reviews and approvals or other action will not extend to means, methods, techniques, or procedures of construction or to safety precautions and programs incident thereto. CONSULTANT will review up to 90 original submittals and one resubmittal for each original submittal by the CONTRACTOR. Additional subsequent review by CONSULTANT of resubmittals is eligible for additional compensation at the Contractor's expense as detailed in the project construction documents.

TASK 3.0 SITE VISITS AND OBSERVATION OF CONSTRUCTION PROGRESS

CONSULTANT will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed work of the Contractor and to determine in general if such work is proceeding in accordance with the Contract Documents during construction of Phase 3 of the project. During such visits and on the basis of on-site observations, CONSULTANT shall keep COUNTY informed of the progress of the work and shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents. Additionally, during such visits and on the basis of such observations, CONSULTANT shall disapprove or reject Contractor's work while it is in progress if CONSULTANT believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

For budgeting purposes, it is assumed that three weekly site visits will be performed each month for the anticipated 9 months of construction for the project (Phase 3). Additionally, up to five (5) site visits have been budgeted for individual disciplines to observe and inspect construction milestones as specified in the contract documents. A total of 271 hours have been budgeted. If construction issues or additional visits are deemed necessary and coordinated through the OWNER, CONSULTANT will negotiate additional services through a separate scope. Additionally, substantial completion inspections and final inspections have been budgeted separately.

TASK 4.0 CLARIFICATIONS AND INTERPRETATIONS; FIELD ORDERS

CONSULTANT shall issue necessary clarifications and interpretations on technical matters of the Contract Documents as appropriate to the orderly completion of the work during construction of Phase 3 of the project. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. CONSULTANT and OWNER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents. CONSULTANT will provide up to 20 clarifications.

TASK 5.0 CHANGE ORDERS

CONSULTANT will provide services in connection with preparing change orders to reflect changes to the construction project. This includes the review of change order proposals, development and issuance of Work Change Directives, and development and issuance of Change Orders for execution by OWNER. In addition, CONSULTANT shall maintain lists of all potential change order items for the project. For budgeting purposes, it is assumed that up to two change orders will be developed incorporating up to 8 total work change directives.

TASK 6.0 REVIEW OF APPLICATIONS FOR PAYMENT

Based on CONSULTANT's on-site observations as an experienced and qualified design professional and on review of Applications for Payment and the accompanying data and schedules, CONSULTANT will prepare and submit to OWNER a recommendation for payment in the form of a letter during construction of Phase 3 of the project. Approval of invoices will be by OWNER. For budgeting purposes, it is assumed that 12 total Applications for Payment will be processed.

TASK 7.0 SUBSTANTIAL COMPLETION

Upon notification that the Phase 3 portion of the project is ready for its intended use, CONSULTANT and COUNTY will conduct an inspection to determine if the third phase of the project is substantially complete. CONSULTANT will develop a punch list of items related to the scale house office portion of the project and provide it to the Contractor.

TASK 8.0 FINAL INSPECTION

Upon notice from COUNTY, CONSULTANT and COUNTY will conduct a final inspection of the project (Phase 3 only) to determine if the work has been completed in accordance with the design plans and technical specifications and that all punch list items identified during the Substantial Completion inspection have been completed. The cost for subsequent final inspections necessitated by the CONTRACTOR's failure to correct incomplete or defective work shall be borne by the CONTRACTOR.

TASK 9.0 GENERAL ADMINISTRATION OF CONSTRUCTION CONTRACT

CONSULTANT shall consult with and advise COUNTY and act as COUNTY's representative as provided in the Standard General Conditions. The extent and limitations of the duties, responsibilities and authority of CONSULTANT as assigned in said Standard General Conditions shall not be modified. All of COUNTY's instructions to Contractor will be issued through CONSULTANT who shall have authority to act on behalf of COUNTY in dealings with Contractor to the extent provided in this Agreement and said Standard General Conditions. Under this task, CONSULTANT may issue communications to the CONTRACTOR addressing clarifications and/or interpretations pertaining to administrative matters covered in the Standard General Conditions, addressing correction or acceptance of defective work, monitoring compliance with contract requirements for notification and coordination with COUNTY's operations and other contractors, etc.

TASK 10.0 PROJECT QUALITY MANAGEMENT

Activities performed under this task consist of those generally administrative functions required to maintain the project on schedule, within budget, and that the quality of the work products defined within this scope is consistent with CONSULTANT's standards.

Project Status Reports – CONSULTANT's project manager will prepare and submit monthly written status reports in conjunction with invoices throughout the estimated twelve (12) months of the project life.

ASSUMPTIONS

- The scope of services included in this Task Order is only for the Phase 3 portion of the project.
- One pre-construction meeting and up to 9 monthly progress meetings have been budgeted.
- Ninety original shop drawing submittals and one resubmittal have been budgeted.
- Eighteen weekly site visits and 5 discipline site visits (total of 235 hours) have been budgeted.
- Thirty design clarifications have been budgeted.
- Two change orders, incorporating up to 8 total work change directives per change order have been budgeted.
- Review of 12 pay requests has been budgeted.
- One substantial completion inspection has been budgeted.
- One final completion inspection has been budgeted.
- CONSULTANT reserves the right to seek additional compensation for work performed beyond the described in this Task Order.

- CONTRACTOR will provide bacteriological testing for new potable water lines.
- Preparation of Record Drawings are not included in this Task Order. CONSULTANT will review red-lines provided by the contractor as part of pay application review. Compilation of red-lines and production of CAD Record Drawings are not included in this Task Order.
- CONTRACTOR and/or COUNTY will prepare and submit the required permit closeout documentation for associated building permits, ERP, FDEP potable water system extension, FDEP wastewater collection system construction, and other permits associated with the project.
- Certifications of construction completion are required to be signed and sealed by the Professional Engineer in responsible charge of inspecting the construction project. Neither review, preparation, nor signing/sealing of the certifications of construction completion for the building permit, ERP, FDEP potable water system extension, FDEP wastewater collection system, and other permits associated with the project are included in this Task Order.

PROJECT SCHEDULE

Engineering Services during Construction will commence with the Award and Notice to Proceed from the COUNTY to the CONTRACTOR for construction of Phase 3 of the subject project. Work will be performed over the anticipated 12 month project period.

PAYMENT AND COMPENSATION

Compensation for the Scope of Services described herein shall be made in accordance with “SECTION 3 COMPENSATION” of the Agreement between the parties dated August 16, 2012 on the basis of not to exceed fee. The not-to-exceed amount for this Task Order 12-05 is One-hundred Eighty-four Thousand Eight Hundred Forty Dollars and no cents (\$184,840). CONSULTANT will submit monthly invoices for services rendered in accordance with the referenced contract and a summary of work performed. For invoice purposes only, the value of each task is shown on **Table 1**.

Table 1 Task Value for Invoice Purpose Only

Task	Description	Value
TASK 1	Monthly Progress Meetings	19,965
TASK 2	Review Submittals	41,450
TASK 3	Site Visits and Observations	32,405
TASK 4	Clarifications, RFIs, Field Orders	24,850
TASK 5	Change Orders	10,280
TASK 6	Review of Applications for Payment	13,800
TASK 7	Substantial Completion	8,880
TASK 8	Final Inspection	10,590
TASK 9	General Administration of Construction Contract	13,380
TASK 10	Project Quality Management	9,240
TOTAL PROJECT (Not-To-Exceed)		\$184,840

EXHIBIT B-1

ESTIMATED LABOR HOUR REQUIREMENTS
 BREVARD COUNTY, FLORIDA
 TO #12-05

Task	Officer	Principal	Senior Professional	Prof II	Prof I	Staff Support (Drafting)	Project Admin	Support Staff (Field)	Total Hours
TASK 1 Monthly Progress Meetings	0	52	12	0	52	0	13	0	129
TASK 2 Review Submittals	10	45	50	0	100	0	95	0	300
TASK 3 Site Visits and Observations	2	40	40	0	0	0	27	162	271
TASK 4 Clarifications, RFIs, Field Orders	0	20	38	40	58	0	22	0	178
TASK 5 Change Orders	4	12	12	0	24	12	12	0	76
TASK 6 Review of Applications for Payment	2	24	0	24	0	0	12	48	110
TASK 7 Substantial Completion	2	6	24	0	16	0	2	8	58
TASK 8 Final Inspection	2	8	32	0	24	0	2	0	68
TASK 9 General Administration of Construction Contract	2	24	24	0	24	0	24	0	98
TASK 10 Project Quality Management	6	12	24	0	0	0	24	0	66
Total Hours	30	243	256	64	298	12	233	218	1354

EXHIBIT C-1

BUDGET

PROJECT: ENGINEERING SERVICES DURING CONSTRUCTION FOR THE
CENTRAL DISPOSAL FACILITY (CDF) SCALE HOUSE AND ENTRANCE ROAD
IMPROVEMENTS PHASE 3
TO #12-05

PROJECT DESCRIPTION: As Outlined in this task order

REFERENCE: Agreement between Brevard County Board of County Commissioners and
CDM Smith Inc. dated August 16, 2012

Labor Category	Hours
Officer	30
Principal	243
Senior Professional	256
Professional II	64
Professional I	298
Staff Support Services (Drafting)	12
Project Administration (Clerical)	233
Staff Support Services (Field)	218

Total Hours = 1354

TOTAL LABOR COST \$174,840

OUTSIDE PROFESSIONAL SERVICES
Mechanical, Electrical, Plumbing \$10,000

GRAND TOTAL COSTS \$184,840