



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/28/07

SUBJECT: Award of Construction Inspection & Environmental Services

DEPARTMENT: Community Development Department

RECOMMENDED MOTION:

Approve and award the Construction Inspection and Environmental Services to Quentin L. Hampton, Biological Consulting Services, Terra Verde and Good Environmental as submitted.





SUMMARY:

Previously Council approved the final ranking and negotiate a successful contract for Construction Inspection & Environmental Services to Quentin L. Hampton Associated who along with Terra Verde, Biological Consulting Services and Good Environmental were ranked number one. Attached hereto is that contract. Please note that the contract is for three (3) years with an option of renewal, if mutually agreeable to all parties, for an additional two – one-year extensions. The number of hours has been reduced by 50% from the initial negotiation; this is due to the current building slow down. Also note, that the contract has an increase every year with a cap of 4%, to cover anticipated inflation.

Some of the funding for these services is budgeted in the ¹⁰⁹0011900-515-3113 account – other funding will be on a per project basis.

ATTACHMENTS: Ordinance Resolution Budget Resolution

Other Support Documents/Contracts Available for Review in Manager's Office

DEPARTMENT HEAD		Wayne Clark, Director of Comm. Dev.	Date 8/17/07
FINANCE DEPARTMENT		Approved as to Budget Requirements	Date 8/17/07
CITY ATTORNEY		Approved as to Form and Legality	Date
CITY MANAGER		Approved Agenda Item For:	8/28/07

COUNCIL ACTION: Approved as Recommended Disapproved Tabled Indefinitely
 Continued to Date Certain Approved with Modification:

**AGREEMENT FOR
CONSTRUCTION INSPECTION AND
ENVIRONMENTAL SERVICES**

CITY OF PORT ORANGE

This AGREEMENT made and entered into on this _____ day of August, 2007 by and between the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation (hereinafter referred to as "the CITY") and **QUENTIN L. HAMPTON ASSOCIATES, INC.**, a Florida corporation (hereinafter referred to as "the CONSULTANT".)

WHEREAS, the CITY desires to enter into an AGREEMENT with a firm of professional engineers to provide construction inspection and environmental services; and

WHEREAS, the CITY has followed the selection and negotiation process set forth in the Florida Consultants' Competitive Negotiation Act, Section 287.055 Florida Statutes, and;

WHEREAS, the CITY wishes to obtain the professional services of the CONSULTANT to provide certain inspection and related services as may be authorized by the CITY;

NOW THEREFORE, the CITY and the CONSULTANT, in consideration of the manual covenants herein agree in respect of the performance of inspection services and related services by the CONSULTANT and the payment for those services by the CITY as set forth below.

1. TERM OF THE AGREEMENT:

The Term of the AGREEMENT shall be for one (1) year and automatically renewed annually, up to four (4) additional one-year periods, unless the City notifies CONSULTANT that it is not renewing the AGREEMENT for an additional year, which shall be at the City's sole discretion

2. SCOPE OF SERVICES:

Section I: Construction Inspection Services:

A. Field Inspection

1. Site Work: Provide approximately 2,000 hours (one inspector @ 40 hours/week) per year, plus a maximum of approximately 100 hours of weekend inspections, for Construction Inspection Services. Working under the direction of the Director of Community Development or designee,

Assessment Plans (CAP), Site Assessment Reports (SAR), Remedial Action Plans (RAP) or Natural Attenuation Monitoring Only Plans (NAMOP).

B. Asbestos Consulting

When requested by the City, CONSULTANT shall provide on-call asbestos identification services to support real estate property acquisitions, demolition and/or rehabilitation. Inspections must be conducted by an EPA certified asbestos inspector. All reports shall be reviewed and signed and sealed by a licensed "asbestos consultant" licensed in the State of Florida.

C. Threatened and Endangered (T&E) Species Surveys

The CONSULTANT shall have staff with the experience and ability to perform T&E surveys of sites to determine the presence of species identified on the state and federal lists as threatened or endangered to include gopher tortoises. In addition the CONSULTANT shall have knowledge and ability to recommend to the City the probable impacts to the site caused by the identified species and recommends avoidance, minimization and/or mitigation measures where appropriate. The CONSULTANT would also be expected to assist City staff in obtaining environmental permits if required.

D. Sub Consultants

The CONSULTANT has indicated that it will contract with sub consultants to render some of the environmental professional services. It is the CONSULTANT's responsibility to retain and coordinate the services of the sub consultants as needed. Retaining sub consultants does not relieve CONSULTANT of its responsibilities under this AGREEMENT.

CONSULTANT indicates that it intends to retain the following subconsultants:

Good Environmental Solutions, Inc. (Port Orange, FL)
Biological Consulting Services, Inc. (New Smyrna Beach, FL)
Tierra Verde Consulting, Inc. (Orlando, FL)

In event CONSULTANT does not subcontract with any one of the above sub consultants, or subcontracts with an alternate, CONSULTANT will notify the CITY.

3. CITY'S RESPONSIBILITIES:

The CITY shall do the following in a timely manner so as not to delay services of the CONSULTANT:

- (a) To promptly pay such fees as are due and payable to the CONSULTANT according to the schedule set forth in this AGREEMENT or amendments thereto, for services authorized and performed;

- (b) To appoint a representative in writing with respect to particular work to be performed under this AGREEMENT, which representative shall have complete authority to transmit instructions, receive information, and transmit written interpretations and definitions of the minimize disruption to Developer's Contractors construction schedule;
- (c) Provide all criteria and full information as to the CITY's requirements, including objectives and standards which the CITY is required to enforce;
- (d) To make available at no cost to the CONSULTANT all existing records, reports, permits, correspondence, maps, plans, aerial photographs, CITY standards and codes or other data which may be required for work under this AGREEMENT;
- (e) To make its facilities and properties available and accessible for inspection by the CONSULTANT and, if authorized by the CITY, to provide labor and safety equipment as required by the CONSULTANT and to guarantee access to and make all provisions for the CONSULTANT to perform his work under this AGREEMENT;
- (f) Meet with CONSULTANT to review performance and procedures, modify CITY inspection objectives, and policies at three (3) month intervals or other mutually agreed upon interval.
- (g) To render all final decisions as to acceptability of development infrastructure
- (h) Conduct the one year warrantee maintenance of development and coordinate any remedial work with Developer and the Developer's Contractors.
- (i) To bear all reasonable costs incident to compliance with the requirements of this Section.

4. **AUTHORIZATION OF WORK:**

All work to be performed by the CONSULTANT under this AGREEMENT shall first be authorized by the CITY or its authorized representative, pursuant to the following procedures:

- (a) Individual projects to be inspected by the CONSULTANT shall be identified by the CITY and a written notification of the date and time for a pre-construction conference shall serve as notification to the CONSULTANT which projects are scheduled for inspection. Construction schedules and work periods will be defined for each project during the course of the pre-construction conference.

- (b) Inspection services shall be provided by the CONSULTANT for specified projects for the term of this AGREEMENT. Daily written logs will serve as supporting documentation verifying time worked on CITY projects, monthly invoices will be prepared accordingly.
- (c) Written notification detailing dates and times for final inspections will be forwarded to the CONSULTANT by the CITY. The CONSULTANT will arrange to have inspection services on site for all final inspections.
- (d) Supplementary and Special Services to be provided by the CONSULTANT will be authorized, in writing, by the CITY. Personnel utilized and time spent on Supplementary and Special Services will be identified by the CONSULTANT and monthly invoices prepared in accordance with the fee schedule included herein:

5. PAYMENT FOR SERVICES:

- (a) For the first year of the AGREEMENT, the CITY agrees to pay the CONSULTANT for all services authorized and performed in accordance with Attachment #1, subject to the project budget set out in each authorization of work. Beyond the first year, rates are subject to a 4% increase over the hourly rates applicable for the previous year. If the City opts to renew the AGREEMENT beyond three years, such other method or methods for calculating the fee as may be mutually agreed upon in advance by the parties hereto and specified in an amendment to this AGREEMENT.
- (b) Reimbursable Expenses at actual cost to the CONSULTANT. Reimbursable Expenses mean the actual expenses incurred by the CONSULTANT or the CONSULTANT's independent professional associates or consultants, directly or indirectly in connection with a given Project. Reimbursable Expenses include the following:
 - 1. Film and development costs.
 - 2. Reproduction costs or reports, drawings, specifications and similar project related items.
- (c) All fees shall be invoiced monthly and are due and payable in accordance with the Florida Prompt Payment Act.

6. LIFE AND LIMITATIONS OF AGREEMENT:

- (a) This AGREEMENT shall remain in full force until its expiration, unless terminated by either party, except that as to work completed under this AGREEMENT prior to notice of termination without fault of the CONSULTANT, this AGREEMENT shall continue in full force and effect until all of the payments are made to the CONSULTANT for such completed work.

- (b) It is agreed that the CONSULTANT shall not be required to enter upon any facility or property which the CONSULTANT believes to be hazardous, dangerous or unsafe.

7. TERMINATION:

This AGREEMENT may be terminated by either party without cause upon thirty (30) days written notice to the other party. If terminated without fault of the CONSULTANT, the CONSULTANT shall submit and be paid all work previously completed under this AGREEMENT.

In the event the parties hereto become involved in any claim, controversy, dispute, lawsuit or other proceeding, regarding any provisions in this AGREEMENT, the prevailing party shall be entitled to an award of a reasonable attorney's fees as well as reimbursed for all costs incurred in any such manner.

8. INSURANCE AND INDEMNITY PROVISIONS:

- (a) The CONSULTANT shall indemnify and hold harmless the CITY, its officers, employees and agents, from and against all claims out of or resulting from the performance of operations under this AGREEMENT.
- (b) The CONSULTANT shall be responsible for providing the types of insurance and limits of liability as set forth below.
 - (1) Professional Liability: Proof of Professional Liability insurance shall be provided to the CITY for the amount of \$1,000,000.
 - (2) The CONSULTANT shall maintain, during the term of this AGREEMENT, comprehensive general liability insurance in the amount of \$2,000,000 to protect the CITY and CONSULTANT from claims of property damages and bodily injury, including wrongful death, which may arise from any operations under this AGREEMENT whether such operations be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT. The comprehensive general liability insurance shall provide coverage for all operations, including but not limited to, Contractual, Products and Completed Operations, and Personal Injury.
 - (3) The CONSULTANT shall maintain, during the life of this AGREEMENT comprehensive automobile liability insurance in the amounts of \$1,000,000 combined single limit for damages for bodily injury and \$50,000 property damage to protect the CITY and CONSULTANT from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned

automobiles, including rented automobiles whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.

- (4) The CONSULTANT shall maintain, during the life of this AGREEMENT, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees performing work for the CITY pursuant to this AGREEMENT. Workers Compensation Insurance coverage shall include a Waiver of Subrogation in favor of the CITY.

- (c) Special Requirements: Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. The CONSULTANT shall provide Certificates of Insurance to the CITY prior to commencing operations under this AGREEMENT to verify coverage. The insurance coverage shall name the CITY as an additional insured on all policies except Professional Liability. Renewal certificates shall be sent to the CITY thirty (30) days prior to any expiration. There shall also be a thirty- (30) day advance written notification to the CITY in the event of cancellation or modification of any stipulated insurance coverage. Insurance policies must be issued by companies that maintain a Best's Rating of "A" or better according to the A.M. Best Company.

9. SUCCESSORS AND ASSIGNS:

The CITY and the CONSULTANT are each hereby bound and the successors, executors, administrators and legal representatives of the CITY and the CONSULTANT and, to the extent permitted below, the assigns of the CITY and the CONSULTANT are hereby bound to the other party to this the AGREEMENT and to the partners, successors, executors, administrators and the legal representatives, and said assigns of such other party, in respect of all covenants, agreements and obligations of this AGREEMENT.

Neither the CITY nor the CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without prior written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this Section shall prevent the CONSULTANT from employing such independent professional associates and consultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

inspectors shall monitor the installation of improvements in Subdivisions and Site Developments to insure compliance with all applicable Codes and Standards (including landscape and irrigation).

2. Buildings: Provide building, mechanical, electrical and plumbing inspection and related plans examination services on an as needed basis.
3. Inspectors are expected to provide daily inspections with written logs for each assigned project, attend Pre-Construction Meetings, Final Inspections, and attend quarterly progress meetings with City staff. Inspectors are required to interact with Contractors, Engineers, Community Development, Public Utilities, and Public Works Personnel to ensure that scheduling of development connections to City services (water, sewer, storm water, reclaim) are scheduled in a timely manner. Inspectors will be responsible for relaying information involving minor field changes to the Community Development Engineer or Building Official and the Design Engineer for the assigned project. Inspectors are expected to have knowledge, experience &/or training in construction means, methods and materials. At a minimum each inspector shall hold one or more current certifications: National Utility Contractors Association, Excavation Safety & Competent Person Training Program, OSHA certified Confined Space Entry, FDOT, and Work Zone Traffic Control Courses.

B. Supplementary and Special Services:

The CONSULTANT agrees to furnish any one or more of the following supplementary and special services that pertain to projects authorized by the CITY may be required but not limited to:

1. Review engineering plans to assist in assuring compliance with City requirements.
2. Provide recommendations regarding suitability of work performed by Contractors.
3. Provide expert witness testimony and assist in preparation for litigation or arbitration.

SECTION II: Environmental Services:

A. Environmental Site Assessments (ESA)

CONSULTANT shall have the knowledge and ability to perform Phase I ESA in accordance with American Society for Testing and Materials (ASTM), E-1527-05, "Standard Practice for Environmental Site Assessment Process" and perform Phase II ESA should testing be recommended to verify the presence of potential contamination. Additional tasks may include preparation of Contamination

Nothing contained in this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than the CITY and the CONSULTANT, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of the CITY and the CONSULTANT and not for the benefit of any other party.

10. MISCELLANEOUS:

Venue for any litigation or other method of dispute resolution shall be in Volusia County, Florida. This AGREEMENT shall be governed by the laws of the State of Florida.

WHEREFORE, the parties have executed the AGREEMENT this day and date first written above.

Witness

[Signature]
[Signature]

Witness

QUENTIN L. HAMPTON ASSOCIATES, INC.

BY: [Signature] PRESIDENT

Attest: [Signature]

CITY OF PORT ORANGE, FLORIDA

BY: _____
Mayor

City Manager

**ATTACHMENT #1
 QUENTIN L. HAMPTON ASSOCIATES, INC.
FEE SCHEDULE**

UTILITIES/STORMWATER SERVICES

Expert Witness	\$250.00/hour
Project Manager/Principal	\$175.00/hour
Professional Engineer	\$140.00/hour
GIS Technician	\$75.00/hour
CADD Technician	\$70.00/hour
Construction Services Manager	\$70.00/hour
Resident Project Representative (Inspector)	\$55.00/hour

BUILDING/COMMUNITY DEVELOPMENT SERVICES

Chief Building Official	\$80.00/hour
Fire Safety Inspector	\$75.00/hour
Fire Systems Plan Review	\$75.00/hour
Plans Examiner	\$70.00/hour
Subdivision/Site Construction Services Manager	\$60.00/hour

Inspection Rates (not including mileage charges)

Category 'A', (Commercial and Multi-Discipline Certifications)

Rate 1	≤ 20 hours/week	\$57.50/hour
Rate 2	> 20 hours/week	\$55.00/hour

Category 'B', (Building and 1 & 2 Family Certifications)

Rate 1	≤ 20 hours/week	\$57.50/hour
Rate 2	> 20 hours/week	\$52.50/hour

Subdivision/Site Resident Inspector

Rate 1	≤ 20 hours/week	\$52.50/hour
Rate 2	> 20 hours/week	\$50.00/hour

ADMINISTRATIVE SUPPORT

Clerical	\$50.00/hour
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Reimbursable Expenses

Mileage	IRS Allowance
Printing	Actual Cost

ATTACHMENT #1 (continued)
QUENTIN L. HAMPTON ASSOCIATES, INC.
FEE SCHEDULE
BIOLOGICAL CONSULTING SERVICES, INC. (BSC)
SUBCONSULTANT FEES

Principal - Estuarine/Field Biologist	\$121.00/hour
Senior Field Biologist	\$109.00/hour
Field Technician	\$43.00/hour
Per Diem (Food, Lodging)	Actual Cost
Mileage (current Federal allowance)	Actual Cost

GOOD ENVIRONMENTAL SOLUTIONS, INC
SUBCONSULTANT FEES

PHASE I ESA	\$2,178.00/Each
PHASE II ESA	
Professional Engineer/Geologist	\$116.00/hour
Project Geologist	\$80.00/hour
Field Technician	\$68.00/hour
LABORATORY ANALYSIS	
EPA 8260 (VOA & VOH)	\$160/Each
TRPH	\$182/Each
EPA 8310, Lead, EDB	\$215/Each
DRILLING SERVICES	
Drill Rig (Mobilization)	\$424/Each
Temporary Monitor Well (<20 feet)	\$424/Each
ASBESTOS SURVEYS	
Florida Licensed Asbestos Consultant	\$138/hour
EPA Accredited Asbestos Inspector (Field work, report preparation)	\$80/hour
PLM Bulk Samples	\$25/Each

TIERRA VERDE CONSULTING, INC.
SUBCONSULTANT FEES

Principal/Expert Witness	\$242/hour
Senior Scientist/Project Manager	\$140/hour

Costs Incurred

Expenses such as specialized printing costs, color copying, blueprints and filing fees will be billed at cost. These costs will be separately indicted on invoices.

ATTACHMENT #1 (continued)
Quentin L. Hampton Associates, Inc.
Fee Schedule
(Subdivision/Site Resident Inspector)

Normal project inspection is provided on the basis of a 40 hour workweek and it excludes weekend and holiday work. This coincides with the normal workweek for City utility personnel and personnel for other franchise utilities. Due to the potential effects upon existing utilities, from Contractor operations, weekend/holiday work should be strongly discouraged. Typically, City and franchise utilities must compensate employees for overtime work when repairing facilities during weekend/holiday periods.

Weekend or holiday work, if allowed and approved by the City staff as a "special exception" must be scheduled at least 48 hours in advance. To provide for overtime, the compensation to Quentin L. Hampton Associates shall be 200% of the rates contained above. The duration shall be for a minimum of 6 hours, once scheduled or work begins, regardless of the length of work by the Contractor. Quentin L. Hampton Associates observes the following City holidays during which inspection personnel are not available:

1. New Years Day
2. Martin Luther King
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. & 8. Thanksgiving Day and the Friday after
9. Christmas Day

A Senior Inspector must have a minimum of 10 years experience with utility construction. A cell phone will be provided for each inspector and is included in the hourly rate. Mileage will be invoiced in accordance with the Internal Revenue Service allowance.

Prepared by:
QUENTIN L. HAMPTON ASSOCIATES, INC.
-Consulting Engineers-
August 1, 2007