



CITY COUNCIL Agenda Item #19-116(h)

Date: April 10, 2019

Consent Discussion

SUBJECT: Recommendation of construction inspection services contract award for the Elm Street Sidewalk Extension Project.

SUBMITTING DEPARTMENT: Public Works

RECOMMENDED ACTION: Award of the construction inspection services contract for the Elm Street Sidewalk Extension Project to Staff Sterling Management, LLC. Designate City Manager as duly authorized agent.

STRATEGIC OUTCOME/PRIOR ACTION: Thoughtfully planned built environment; Sustainable infrastructure

EXPENDITURE REQUIRED: \$35,065.00

SOURCE OF FUNDS: Transportation Alternatives Program Grant & CIP

LEGAL REQUIREMENTS: None

BACKGROUND INFORMATION: The City of Montpelier solicited and received a proposal from Staff Sterling Management, LLC to conduct construction inspection services for the Elm Street Sidewalk Extension Project. This project consists of extending the existing sidewalk on the east side of Elm Street from its current terminus at the City Pool to the Montpelier Recreation Field.

The City selected Staff Sterling Management, LLC using the VTrans At-the-Ready process. This process consists of selecting a firm from a qualified roster which VTrans created by using a qualifications based selection process. Staff Sterling's total proposed cost is \$35,065.00. This falls in line with the estimated cost to conduct construction inspection services for a project of this size and scope and is within the amount budgeted. Based on the conditions of the Grant Agreement between VTrans and the City, the City will be reimbursed for 80% of the total project cost. This includes costs incurred for design, construction, and construction inspection. This results in a total City expenditure of \$7,013.00 for the construction inspection services portion of the project, which is identified in the City's CIP.

SUPPORTING DOCUMENTS: Staff Sterling Management, LLC Proposal

INTERESTED PARTIES: Public Works, Recreation, Montpelier Transportation Infrastructure Committee

CITY MANAGER'S APPROVAL:

A handwritten signature in black ink, appearing to read "W. Hoffman", is written over the City Manager's Approval line.



Construction, Project & Program Management

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March 28, 2019

Mr. Corey Line
Municipal Project Manager
City of Montpelier
39 Main Street
Montpelier, VT 05601

Re: Proposed Scope of Services and Cost Proposal for At-the-Ready Construction Inspection Services
Elm Street Sidewalk Project; Montpelier TAP TA 14(7)

Dear Corey:

Staff Sterling Management is pleased to present our proposed scope of services and cost proposal for providing Construction Inspection Services for the Elm Street Sidewalk Project; Montpelier TAP TA 14(7). We will first present our proposed scope of work in this letter, followed by our cost proposal.

Proposed Scope of Services

Staff Sterling Management, LLC (SSM) has assembled a team that is At-the-Ready qualified and prepared to provide the following variety of administration, inspection and materials testing services for the City of Montpelier, related to the Elm Street Sidewalk Project; Montpelier TAP TA 14(7).

We are aware that you want us to participate in the construction contractors' pre-bid meeting, scheduled for some time after April 15, 2019. We will be prepared to attend that meeting as your Construction Inspection Consultant and we will remain committed to performing Construction Inspection Services for the City until the project is 100% complete.

We hereby formally offer to perform the following Scope of Services for the City of Montpelier:

Task 1: Administration

1. We will maintain communication with the Montpelier Municipal Project Manager (MPM), Corey Line, on a regular basis.
Our Construction Specialist (Inspector) will continually keep the MPM abreast regarding construction progress and any challenges that arise in the field, either via email communication or telephone.
Our Project Manager will keep the MPM informed regarding any contract or administrative issues.
2. We will coordinate with the City of Montpelier, the Design Engineer (Vanasse Hangen Brustlin, Inc.), VTrans and the Construction Contractor(s).

SSM fully understands the importance of coordinating all of the stakeholders in the project and takes this responsibility very seriously. A well-coordinated project leads to time and cost efficiencies.

3. We will serve as the primary contact representing the City of Montpelier and the MPM on the project.
4. We will carry out our responsibilities in a manner that is consistent and cooperative with those of the Design Engineer and of the VTrans Quality Assurance Program.
5. We will coordinate with the public and any affected property owners.
SSM believes that it is very important to maintain positive public relations with abutting property owners. Any concerns raised by neighbors will be handled expeditiously and consciously by our Construction Specialist. We will also ensure that the Contractor fulfills any promises made by the City to these neighbors.
6. We will review and have a thorough understanding of contract plans, specifications, estimates and contract special provisions.
Both our Construction Specialist and Project Manager will study all of the Contract Documents and be fully familiar with them before the construction contractors' pre-bid conference.
7. We will participate in the pre-bid conference, as requested by the City of Montpelier, and offer any assistance as needed to help facilitate that meeting.
8. We will coordinate, schedule and oversee the pre-construction conference.
Within these responsibilities we will; contact and invite all project stakeholders, assemble and distribute the meeting agenda, moderate the meeting and assemble and distribute the meeting minutes. We will also promptly address any issues which may arise during this conference and quickly come up with resolutions to them.
9. We will coordinate, schedule and supervise all other job-related meetings, including the regularly scheduled construction status meetings.
Within these responsibilities we will; contact and invite all project stakeholders, assemble and distribute the meeting agendas, moderate the meetings and assemble and distribute the meeting minutes.
10. We will coordinate, schedule and supervise the Final Inspection.
We will also write-up any needed documentation upon completion of the inspection.
11. We will make sure the Contractor contacts Dig-Safe.
We will not allow any work to take place at the project until the contractor completes this task. We will also ensure that Dig Safe tickets are renewed by the Contractor per regulations.
12. We will prepare a Daily Work Report on a standard form for each day during the construction project.
These reports will include quantities, with locations and work conditions. Reports will be sent via email to the MPM, VTrans Project Supervisor and Design Engineer by the end of the next succeeding work day.
13. We will maintain a photographic record of the progress of construction, annotating such photos to indicate their content location (by station), and context, including date. We will ensure that this photographic record is available for reference by the MPM, Design Engineer, State representatives, Federal representatives and City of Montpelier representatives.
All construction progress photographs will be burned onto CDs and delivered to the MPM at the completion of the project.
14. We will accompany the MPM, Design Engineer, State representatives, Federal representatives and City of Montpelier representatives on visits to the project.
Our Construction Specialist will be responsible for accompanying these officials when they visit the project.

15. We will coordinate and chair Construction Status Meetings, every two weeks, involving the Contractor, MPM, Design Engineer, VTrans, State representatives, Federal representatives and City of Montpelier representatives.
*We will also provide an agenda, send out invitations and assemble minutes for all of these meetings.
We will also conduct follow-up work to resolve any issues that arise during these meetings.*
16. We will report immediately any unusual occurrences and all accidents occurring within the project limits to the MPM and the Design Engineer.
17. We will calculate and verify the final contract quantities.
18. We will review and submit to the MPM, or the Design Engineer if required by the MPM, any suggestions or requests made by the Contractor to change or modify any requirements of the Plans or Contract Documents.
We will also provide input regarding the feasibility or constructability of these requests.
19. We will review Change Orders as prepared by the contractor and conduct any coordination with the contractor, City and design consultant as needed.
We will also develop our own independent estimate of the cost for any proposed Change Order, for items of work that were not included in the original contract unit prices. Upon completion of our independent cost estimate, we will determine the reasonableness of the contractor's pricing and make a recommendation to the MPM regarding acceptance of the Change Order request.
20. We will request and receive material certifications, computations and reference materials submitted by the Contractor. We will also maintain files on the project site of all items submitted by the Contractor and of work done on behalf of the City of Montpelier.
All of these certifications and other materials information will be turned over to the Montpelier MPM upon completion of the project.
21. We will review and approve submittals and shop drawings received from the Contractor.
Our Project Manager will review and approve all submittals. A submittals log will also be maintained by him. We assume that the Design Engineer will be available for consultation, as necessary, with regard to the review of certain submittals and shop drawings, requiring P.E. review.
22. We will receive material certifications and verify their compliance with the Buy America Act, before allowing any metal products to be incorporated into the project. Any materials not in compliance will be rejected for use on the job.
23. We will review progress payment requests prepared by the Contractor on a bi-weekly or monthly basis.
Once our Construction Specialist has reached agreement with the Contractor regarding Pay Items quantities, our Project Manager will sign each payment requisition and forward it to the MPM for payment.
24. We will issue a Certificate of Substantial Completion at the appropriate time, along with a list of Punch List items to be completed, should there be any outstanding items.
Our Construction Specialist will then oversee the Punch List work performed by the Contractor(s) to verify that is completed per Plans and Specifications.
25. We will receive project close-out submittals and prepare the Certificate of Final Completion of Work.
We will provide all project close-out documents to the MPM and VTrans.
26. We will provide certification to the City of Montpelier and VTrans that this project was constructed as designed, subject to appropriate and necessary revisions during construction, in conformance with all project specifications and that all necessary contract provisions were fully complied with.

27. We will give all project-related files, documents and pictures to the City of Montpelier upon completion of the project.

Task 2: Construction Inspection:

1. We will maintain a presence on the project during all times when contractor and subcontractor activities are underway.
Our Construction Specialist will fulfill these responsibilities.
2. We will be on site at all times during construction activities of the project requiring certification, to be able to certify, on completion of the project, that the project was built as designed.
Our Construction Specialist will fulfill these responsibilities.
3. We will check that the contractor is in compliance with: all construction contract requirements; City of Montpelier permits and ordinances; property rights agreements; erosion and sediment control; stormwater management plan; temporary construction easement agreements; state permits, regulations and statutes; and federal regulations and statutes. We will exercise the engineer's authority as provided in the contract documents and report immediately any deviations to the MPM.
4. We will manage and handle landowner and general public concerns, related to construction, in a professional manner.
Our Construction Specialist will handle all public concerns and he will handle them in a timely fashion.
5. We will inspect and review for compliance; material sources and waste, borrow and staging areas, with due regard to approval/disapproval from the VTrans Material Lab Specifications and the Environmental Section.
We will assure that work on the project does not begin until all applicable waste, borrow and staging areas permits are issued by VTrans or that proper Off-Site Activity Exemption Records have been presented to us by the Contractor.
6. We will track all utility relocations and plot all final facility locations on the final as-built plans, if any relocations take place.
Our Construction Specialist will keep track of these utility relocations and he will "red mark" them on the as-built plans.
7. We will monitor all erosion control and conduct daily inspections in accordance with applicable permits.
Our Construction Specialist will also verify that all applicable erosion control reports are submitted by the Contractor.
8. We will review and verify the Contractor's traffic control plan and traffic control activities on site, as required.
We will perform these activities in compliance with the Resident Engineer responsibilities in the VTrans Work Zone Safety & Mobility Guidance Document, August 2007. We will also verify that the Contractor's traffic control activities meet the requirements of the Manual on Uniform Traffic Control Devices.
9. We will develop a final set of as-built plans by marking up a set of contract plans.
We will provide these marked up plans to the Design Engineer for the creation of final as-built plans.
10. We will check that completed work complies with the plans and specifications and is true to line and grade.
11. We will organize an inspection of work completed at such time as the Contractor may claim Substantial Completion.
This inspection will be conducted with a Contractor's representative, the MPM, the VTrans Project Supervisor, the Design Engineer and any interested State, Federal and City of Montpelier

representatives. We will issue a Punch List of items to be corrected or completed as a result of this inspection. We will also monitor the Contractor's progress on addressing Punch List items.

12. We will organize and conduct a final inspection of work when it has been determined that the Contractor has completed all Punch List items.
The final inspection will be performed with the MPM, VTrans Project Supervisor and Contractor. Upon Final Acceptance of the project, we will issue and distribute all certifications as required by VTrans and the Federal Highway Administration.
13. We will ensure that our Construction Specialist and any other field personnel wear personal protective equipment, including; appropriate headgear, footwear and reflectorized vest when on the project site.
14. We will ensure that we provide our Construction Specialist and have on the project all necessary equipment, tools and supplies needed to carry out our required duties.

Task 3: Materials and Equipment Inspection and Testing

1. We will assume responsibility for the performance of all field sampling and acceptance/verification testing of materials incorporated into the project.
We will engage the services of an independent VTrans-certified sub-consultant who is qualified to perform all required materials testing and laboratory work. We will also pay for these services.
2. We will check that materials and equipment are fabricated and tested in accordance with contract documents in advance of their installation.
3. We will ensure that our independent sub-consultant is performing preliminary process control tests on material samples in accordance with Inspection Level 3 of the VTrans Quality Assurance Program (QAP) and *Materials Sampling Manual* (MSM), to ensure continued quality in the work.
4. We will review the test reports and certificates, decide on their acceptability, and forward them to the MPM with recommendations for acceptance.
5. We will verify that personnel working for our independent testing sub-consultant are NETTCP qualified as indicated in the *VTrans Materials Sampling Manual*, dated March 7, 2005, for qualified VTrans personnel.
6. We will ensure that testing is conducted only in qualified labs. We will also verify that the testing personnel and laboratory conform to the qualifications requirements of the VTrans Quality Assurance Program, June 2002, as noted in the *VTrans Materials Sampling Manual*.
7. We will insure that the materials testing sub-consultant that we hire possesses and has on the project, all necessary equipment, tools and supplies to carry out the required testing duties.
8. We will assume responsibility for insuring that the minimum required number of tests is performed by the independent testing laboratory that we hire.
9. We will check that materials submitted as pre-approved are on the current VTrans Pre-Approved Material List or on the List of Materials with Advanced Certification.
10. We will record materials certifications in accordance with VTrans construction procedures.
All material certifications will be provided to the City of Montpelier upon completion of the project.

Task 4: Ensure that the contractor is in compliance with EEO/Contractor and Labor Compliance requirements on FHWA funded projects.

1. We will receive and review the Certified Payrolls of all Contractors working on the project.

The accuracy of the payrolls will be verified along with compliance with the posted Davis-Bacon Wage Rates for Washington County. Should any pay rates not be in compliance we will report this to the MPM and make arrangements for the violating contractor to make the required restitutions. We will also review contractor Monthly Utilization Reports. Upon completion of the project, all Certified Payrolls will be delivered to the City of Montpelier for its files.

2. We will conduct interviews with a sampling of contractor and subcontractor employees to verify that they are being paid the Davis-Bacon Wages.
Our Construction Specialist will conduct these interviews and assemble the required reports.
3. We will collect information regarding the General Contractor's conformance with prompt pay requirements to subcontractors.
Within these responsibilities, we will ask to review the General Contractor's prompt pay certifications.
4. We will coordinate with the VTrans Civil Rights Office as necessary, regarding contractor compliance and follow-up with any contractors regarding any corrective actions needed.

Cost Proposal

This cost proposal is based on our estimate of labor hours required for each task to be performed by our project designees and testing sub-consultant over the duration of the project. These tasks, along with estimated labor hours for each, are exhibited on the composite schedule that is attached to this cost proposal.

Schedule Assumption:

Our estimation is that construction of this project should take about eight (8) weeks. We are also assuming that our Construction Specialist, Tim Flynn, will be onsite for nine hours per day for that 8 week duration.

If construction takes less than the 8 weeks assumed in this proposal, than total charges to the City of Montpelier will be less than estimated below and as shown on the attached labor-hour spreadsheet. We will bill the City for only the actual hours that we invest into the project, at the flat hourly rates presented.

Rates:

For professional services performed directly by Staff Sterling Management (SSM):

Staff Sterling Management proposes to charge the following flat hourly rates for our project team:

For project management services performed by Pat Travers:

One Hundred Dollars per hour (\$100.00 / Hr).

For on-site construction oversight (inspection) services performed by Tim Flynn:

Sixty Five Dollars per hour (\$65.00 / Hr).

For executive oversight and project support services performed by Michael Stafford, Company Principal:

One Hundred Forty Dollars per hour (\$140.00 / Hr).

For independent testing services performed by our materials testing consultant:

Staff Sterling Management will charge the City of Montpelier the fees that are charged to us by our testing sub-consultant, John Turner Consulting, with no markup added to those fees by SSM.

Staff Sterling Management

Estimated Hours:

We estimate that a total of 67 hours of project management services will be provided by Pat Travers, as shown on the attached composite schedule. Due to Pat's close proximity to Montpelier, we will not charge for any travel time for him. Total estimated costs to the City of Montpelier for Pat's services for the project are:

Six Thousand, Seven Hundred Dollars (\$6,700.00).

Based upon the aforementioned schedule assumption for construction, and onsite observation of nine hours per day, we estimate that a total of 377 hours of construction oversight services will be provided by Tim Flynn, as shown on the attached composite schedule. Due to Tim's close proximity to Montpelier, we will not charge for any travel time for him. Total estimated costs to the City of Montpelier for Tim's services are:

Twenty Four Thousand, Five Hundred Five Dollars (\$24,505.00).

In addition to our Project Manager and Construction Inspector time, we have also included 4 hours of administrative services provided to the project by Michael Stafford. Total estimated costs to the City of Montpelier for Michael's services are:

Five Hundred Sixty Dollars (\$560.00).

Total Estimated Fees for on-site inspection, project management and administrative services provided by Staff Sterling Management for the project:

Thirty One Thousand, Seven Hundred Sixty Five Dollars (\$31,765.00).

Travel Reimbursement:

We will bill the City of Montpelier for round trip mileage to the jobsite by our Project Manager, Pat Travers, and Construction Specialist, Tim Flynn, at the posted federal reimbursement rate, currently **\$0.58 per mile**. We estimate a total of **One Thousand, Three Hundred Dollars (\$1,300.00)** for mileage reimbursements will be charged to the City of Montpelier for travel by our Project Manager and Construction Specialist over the course of the project.

Incidentals:

We will not charge for telephone calls as our project team members utilize cell phones for communication, and we are not subject to long-distance call charges.

We do not anticipate any needs for printing or reproduction, so we have not included any of those costs in this proposal.

As we anticipate transmitting documents via email, we have not included any postage costs in this proposal. Therefore we anticipate charging the City of Montpelier **Zero Dollars (\$0.00)** for incidentals.

Total Estimated Fees for Staff Sterling Management, including Labor, Travel & Incidentals for the project:

Thirty Three Thousand, Sixty Five Dollars (\$33,065.00).

Mr. Corey Line
Scope of Services and Cost Proposal – Elm Street Sidewalk Project – Montpelier TAP TA 14(7)
March 28, 2019

Materials Testing Consultant

Estimated Fees:

We estimate total costs to the City of Montpelier for services provided by our materials testing consultant, John Turner Consulting, to come to **Two Thousand Dollars (\$2,000.00)** for all field and laboratory testing and testing technicians time.

Total Estimated Fees for work performed by our testing sub-consultant for the project, Including Labor, Tests & Travel:

Two Thousand Dollars (\$2,000.00).

As indicated above, SSM will bill the City of Montpelier for only the actual hours worked, by each of our team members and our testing sub-consultant, at the flat hourly rates posted above, on a monthly basis. Thus, if construction of the project takes less time than assumed, or less inspection hours are required than anticipated, total fees to the City of Montpelier will be less than estimated.

We look forward to working with you on this project. Please feel free to call if you have questions or need additional information regarding this cost proposal.

Sincerely,

Pat Travers

Pat Travers
Operations Manager

Enclosure: Estimated Labor Hour Matrix