



Misc. Professional Services

EC 2020-27

STA No. 02

Project Name: Corkscrew Rd Stoneybrook Path CEI

Consultant: AIM Engineering & Surveying, Inc.

Village of Estero Contract No.: EC2020-27

Village of Estero Account Number: 300-700-5416311

Brief Description: AIM will provide construction engineering and inspection services for the construction of the pathway on the south side of Corkscrew Road from Stoneybrook Golf Blvd. to the Stoneybrook Golf Drive turn lane.

Total Fees: \$42,211.13

The Consultant shall perform the services outlined in the attached Exhibit A – Scope of Services and Fees, under the terms and conditions outlined in the above referenced Village of Estero Contract No. EC2020-27.

Consultant: AIM Engineering & Surveying

Village of Estero

By: _____

By: _____

Name: _____

Name: Steve Sarkozy

Title: _____

Title: Village Manager

Date: _____

Date: _____

Attachments:

Exhibit A – Scope of Services & Fees



Mr. David Willems P.E.
Public Works Director
Village of Estero
9401 Corkscrew Palms Circle
Estero, FL 33928

**RE: Corkscrew Road Widening Phase 1 (FPID 446337-1-54-01)
CEI Services – Added Multi-Use Path**

Dear Mr. Willems:

This letter is submitted as our proposal to provide the proposed CEI Inspection Services and assisting the Village of Estero on the construction of a multi-use path within the ongoing Lee County Corkscrew Road Widening Phase 1 Project.

Scope of Work

Cougar Contracting, LLC is currently constructing the Corkscrew Road Widening Phase 1 project for Lee County. AIM Engineering & Surveying, Inc. (herein after referred to as the “CONSULTANT”) is currently serving as CEI for Lee County. The Village of Estero (herein after referred to as the “VILLAGE”) is entering into a separate contract with Cougar to construct a multi-use path (herein after referred to as the “project”) within the works limits of this ongoing Corkscrew Road Widening Phase 1 Lee County project, more specifically between Ben Hill Griffin Pkwy and Stoneybrook Golf Dr. The VILLAGE has requested the services of AIM to also provide professional engineering CEI services for construction of the VILLAGE’s multi-use path within the County’s project.

TASK 1: CIVIL ENGINEERING INSPECTION (CEI)

General

CONSULTANT will provide CEI services to the VILLAGE to administer the construction agreement for the multi-use path between Ben Hill Griffin Pkwy and Stoneybrook Golf Dr. as described in the following sections.

CONSULTANT shall provide on-site inspection services during construction, as necessary, to observe the general progress and quality of the various aspects of the Contractor’s work. Such visits and observations by CONSULTANT are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve detailed inspections of work beyond the responsibilities specifically assigned to CONSULTANT in this Agreement and the Contract Documents. Based on information obtained during such visits and such observations, CONSULTANT shall endeavor to determine in general if such work is proceeding in accordance with the design concept and the design information shown in the Contract Documents and CONSULTANT shall keep the VILLAGE informed of the progress of such work. The responsibilities of CONSULTANT contained in this paragraph are expressly subject to the limitations set forth and other express or general limitations of this Agreement.

CONSULTANT shall not, during such visits or as a result of such observations of Contractor’s work in progress, supervise, direct or have control over the Contractor’s work nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or

orders applicable to Contractor's furnishing and performing the work. Accordingly, CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Survey Control

The CONTRACTOR will establish the specific survey requirements prior to construction.

Off-Site Inspection

Inspection of off-site production and/or fabrication is not included in this proposal for CEI Services.

Sampling and Testing

Sampling and Testing are not included in this proposal for CEI Services.

Engineering Services

CONSULTANT shall endeavor to coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, the CONSULTANT is not liable to the VILLAGE for failure of such parties to follow written direction issued by the CONSULTANT.

Services include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract, maintaining complete, accurate records of all activities and events relating to the project, and properly documenting all significant project changes. CONSULTANT shall perform the following services:

- Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General permit, provide at least one inspector who has successfully completed the "Florida Stormwater, Erosion and Sediment Control Training and Certification Program for Inspectors and Contractors." The CONSULTANT's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435, "Final NPDES General Permits for Stormwater Discharges from Construction Sites" and guidelines developed by FDOT.
- Analyze problems that arise on the project and proposals submitted by the Contractor, work to resolve such issues, and process the necessary paperwork.
- Facilitate communications between Utility Agency's representatives, VILLAGE's staff and Contractors in execution of the work and provide assistance in the resolution of utility issues. CONSULTANT shall not be responsible for the utility relocation work or final location placed. All utility relocations required shall be coordinated between the Contractor and Utility Agencies.
- Produce daily reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the VILLAGE to make timely payment to the Contractor.
- CONSULTANT shall have a digital camera for photographic documentation of preconstruction state and of noteworthy incidents or events during construction.
- Other Management Engineering Services shall include, but are not limited to, the following:

- CONSULTANT shall schedule and conduct a pre-construction conference for the project. Record significant information revealed and decisions made at this conference and distribute copies of these minutes to the appropriate parties.
- CONSULTANT shall maintain, on a daily basis, a complete and accurate record of all activities and events, including but not limited to, manpower, equipment, subcontractors, accidents, weather and other significant data, and events relating to the project and a record of all work completed by the Contractor, including quantities of pay items in conformity with Final Estimates preparation procedures and specifications, and shall submit a copy monthly. CONSULTANT shall immediately report apparent significant changes in quantity, time or cost as they are noted. CONSULTANT shall maintain a daily Construction Diary which shall outline all activity on the project each day. CONSULTANT shall attempt to contact the Contractor on a daily basis to verify if the Contractor will be on site. If the Contractor will not be on site, the CONSULTANT will not perform field inspection but will produce a daily report documenting such. All emergencies shall be reported immediately to the VILLAGE, but in no case in excess of 24 hours.
- CONSULTANT shall maintain a log of all materials entering into the work with proper indication of the basis of acceptance of each shipment of material.
- CONSULTANT shall maintain a complete log of all submittals of shop drawings, noting the dates of first submittal and subsequent reviews and resubmittals, approvals, etc. The Engineer of Record shall review all shop drawings. CONSULTANT shall take note of and verify that any changes are properly carried through to construction and shall further record, report, make recommendations and evaluate any circumstances which affect the progress or cost of the work. CONSULTANT shall actively encourage all reviewers to accomplish reviews promptly. Shop drawings shall also include any manual or similar documents outlining proposed construction procedures submitted by the Contractor.
- Prepare a comprehensive tabulation of the quantity of each pay item satisfactorily completed to date on a monthly basis. Quantities shall be based on daily records or calculations. Calculations shall be retained. The tabulation will be used for preparation of the Monthly Progress Estimate and compared to the Contractor's estimate in sequence.
- Provide to the Contractor interpretations of the plans, specifications and contract provisions. CONSULTANT shall consult with the VILLAGE when an interpretation involves complex issues and may have an impact on the cost of performing the work. When warranted, the VILLAGE may request an interpretation from the Engineer of Record.
- Analyze problems that arise on the project and/or all proposal submitted by the Contractor and prepare a recommendation to the VILLAGE with appropriate justification and documentation.
- Analyze changes to the plans, specifications or contract provisions and extra work which appear to be necessary to carry out the intent of the contract when it is determined that a change or extra work is necessary and such work is clearly not within the scope of the original contract. Recommend such changes to the VILLAGE for approval.
- In the event that the Contractor gives notice, either written or verbal, that he deems certain work being performed by him to be beyond the scope of the construction contract

and he intends to claim for additional time or compensation, maintain accurate records of the costs involved in such work. These records shall include manpower and equipment hours and materials installed (temporary or permanent) in the portion of the work in dispute.

- In the event that the Contractor submits a claim for additional compensation, analyze the submittal and prepare a recommendation to the VILLAGE covering validity and reasonableness of charges and conduct negotiations leading to recommendations for settlement of the claim. Maintain complete, accurate cost account and other records of work involved in claims.
- In the event that the Contractor submits a request for extension of the allowable contract time, analyze the request and prepare a recommendation to the VILLAGE covering accuracy of statements and the actual effect of delaying factors on completion of controlling work items.
- Upon identification of a proposed changed condition or construction contract change, the extent of change shall be analyzed and an order of magnitude estimate of cost and time change, if any, will be prepared. Prior to receipt of the Contractor's estimate, prepare the fair cost estimate.
- Assist the VILLAGE in negotiating all changes with the Contractor. CONSULTANT shall determine a fair cost estimate when deemed necessary by the VILLAGE. VILLAGE will review and approve recommended changes in cost and time. CONSULTANT shall prepare change order documents subject to VILLAGE approval and the VILLAGE along with the CONSULTANT will track the status of each one until executed. CONSULTANT shall prepare supplement and back up documentation when required by the VILLAGE.
- Assist appropriate VILLAGE personnel in preparing for arbitration hearings or litigation with any aspect of the project covered by this Agreement.
- Monitor the construction contract to the extent necessary to determine whether construction activities violate the requirements of any permits. Notify the Contractor of any violations or potential violations and require his immediate resolution of the problem. Violations must be reported to the VILLAGE immediately. VILLAGE will provide to CONSULTANT a copy of each permit within the Project limits.
- Assist in the coordination between the Contractor and utility companies so that conflicting utilities are removed, adjusted or protected in-place in a timely manner to minimize delays to construction operations. Documentation will be maintained in accordance with the VILLAGE's procedures.
- CONSULTANT's Project Manager will assist bi-weekly meetings as necessary with the respective Contractor, sub-contractor and/or utility companies to review plans, schedules, problems or other areas of concern. The results of these meetings will be recorded on the Engineer's Bi-weekly Meeting Summary with minutes distributed to all affected parties including the VILLAGE.
- Conduct and document field reviews of the maintenance of traffic operation after normal working hours, weekends, and holidays if maintenance of traffic represents a potential hazard to the public.

- CONSULTANT shall record the progress of work by taking color photographs of pertinent construction activities. The extent and frequency of the photographs shall be determined by the CONSULTANT unless specifically dictated otherwise by the VILLAGE. Photographic documentation of noteworthy incidents or events shall be made including, but not limited to, the following:
 - Pre-Construction Photographs
 - Exceptional Progress of Work
 - Accidents Showing Damage
 - Unsafe Working Conditions
 - Unusual Construction Techniques
 - Damaged Equipment or Materials
 - Any Activities which may Result in Claims

- Project photographs shall be furnished, as soon as available and upon request, to the VILLAGE. Pertinent photographs will be maintained and available for viewing at the project office throughout the course of construction.

- VILLAGE shall be responsible for the review and acceptance of the Contractor's progress schedule. CONSULTANT shall review the schedule to ensure that all general work efforts are addressed, that the schedule is following a logical approach to the job, that it is following sound engineering and construction practices and that it identifies all critical path work. CONSULTANT shall monitor the schedule and on a monthly basis, and after a review with the Contractor, advise the VILLAGE of any areas the Contractor appears to be falling behind.

Length of Service

The proposed CEI Services are for a duration of 90 days (assumes a construction duration of 90 days) for the multi-use path.

FEE SUMMARY TABLE

Task	Description	Fee Type	Fee Amount
1	CEI Services	Lump Sum	\$42,211.13
Total:			\$42,211.13

AIM Engineering & Surveying, Inc. will self-perform Tasks 1 and will bill monthly.

We appreciate the opportunity to work for the Village of Estero. If you have any questions or concerns, please email me at lflynn@aimengr.com or contact me directly at 239.872.2613.

Sincerely,
AIM Engineering & Surveying, Inc.

Lee Flynn, P.E.
Principal