



City Council Agenda Item
Meeting of February 16, 2016

TO: The Honorable Mayor and Members of the City Council
FROM: James R. O'Connor, City Manager
DATE: February 8, 2016

SUBJECT: Young Park Seawall Cap Repairs – Final Pay and Acceptance –
COVB Public Works Project #2003-20 – Bid No. 120-15/JO

REQUESTED BY: City Manager/Public Works Department

The following is requested as it relates to the above-referenced agenda item:

- Request Council review and approval based on the attached supporting documentation.
 - No action required. (Information only)
-



DEPARTMENTAL CORRESPONDENCE

TO: James R. O'Connor, City Manager
DEPT: City Manager

VIA: Monte K. Falls, PE, Director
DEPT: Public Works *MKF 2/8*

FROM: Donald H. Dexter, Jr., Manager *DJD*
DEPT: Public Works

DATE: February 5, 2016

**RE: Young Park Seawall Cap Repairs
Final Pay and Acceptance
COVB Public Work Project #2003-20
Bid No. 120-15/JO**

Background:

On June 16, 2015, City Council approved a contract with Wilco Construction, Inc. of Ft. Pierce in the amount of \$53,000.00. This project was for the repair/replacement of approximately 300 lineal feet of seawall cap that had deteriorated along the east end of Young Park. The project also included patching some holes that had developed in the seawall panels.

Funding:

Total funding for this project in the amount of \$73,000 was budgeted in account 304.9900.541.615048 (over two fiscal years).

Recommendation:

- Place this item on the City Council's agenda for February 16, 2016;
- Accept the Project as follows:
 - Accept the Final Change Order, which reconciles as-built quantities resulting in a net decrease of \$3,197.00 for a final contract amount of \$49,403.00; and adds 30 days to the contract time which allowed the City to construct a new concrete sidewalk along the repaired seawall.
 - Approve Pay Estimate No. 3 and Final in the amount of \$15,063.50.

James R. O'Connor, City Manager
Young Park Seawall Cap Repair
February 5, 2016
Page 2

This project has been inspected and we confirm that it was constructed in accordance with the contract requirements and that \$49,403.00 represents the total amount of work completed.

Upon Council's acceptance of this project the one-year warranty period will begin.

We have attached 4 signed original copies of the final change order, along with one copy of the final pay request and related documents. By copy of this correspondence (with attachments) to Cynthia Lawson, Finance Director we are notifying her of this action.

Attachments

Cc: Cynthia Lawson, Finance Director
John O'Brien, Purchasing Manager
Robert Williams, Wilco Construction, Inc.

DHD:MKF/ntn

V:\LAND_PROJECTS\2003\2003-20 Young Park Seawall\Docs\Agenda_Final Pay and Acceptance_JOConnor_Feb 5 2016.docx

PROJECT NAME: Young Park Seawall Cap Repair
 CONTRACT CHANGE ORDERS
 Prepared By: CITY OF VERO BEACH DEPARTMENT OF PUBLIC WORKS
 ACCOUNT NUMBER: 304.9900.541.615048 \$52,600.00
 PROJECT NUMBER: 2003-20
 Name and Address of Contractor:

SHEET 1 of 2
 CONTRACT DATE: 07/06/2015
 NOTICE TO PROCEED 09/28/2015

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS AND SPECIFICATIONS:

| (1) BID ITEM | (2) DESCRIPTION | (2) CONTRACT QUANTITY | (2) UNITS | (2) UNITS PRICE | (3) CHANGE ORDER QUANTITY | (3) INCREASE IN CONTRACT PRICE | (4) DECREASE IN CONTRACT PRICE |
|---|--|-----------------------------|--------------|-----------------------|------------------------------------|---|---|
| 1. | Remove and Replace approx. 300 lf of seawall cap. Price shall include all items described in scope of work. | 300 | LF | \$ 85.00 | 259 | | \$3,485.00 |
| 2. | Construct new tiebacks with deadman approximately 10' o/c. Price shall include all excavation and backfill, filter cloth and items described in the scope of work. | 35 | EA | \$ 540.00 | 29 | | \$3,240.00 |
| 4. | Sod | 6000 | SF | \$ 0.90 | 9920 | \$3,528.00 | |
| *****CHANGE IN CONTRACT PRICE DUE TO THIS CHANGE ORDER***** | | | | | | | |
| Total Decrease | | | | | | | \$6,725.00 |
| Total Increase | | | | | | \$3,528.00 | |
| Difference Between Column (3) and Column (4) | | | | | | | (\$3,197.00) |
| Net DECREASE in contract price | | | | | | | |

The sum of is hereby SUBTRACTED from the original contract price of \$52,600.00
 The total adjusted contract price to date thereby is \$49,403.00
 The time provided for the completion of the contract is INCREASED 30 calendar days
 This document shall become an amendment to the contract and all provisions of the contract shall apply thereto.

Recommended by: Monte K. Falls
 Monte K. Falls, Public Works Director

Date: 2/8/16

Accepted by: [Signature]
 Wilco Construction, Inc.

Date: 1-27-16

Approved by: [Signature]
 City Manager

Date: 9/28/16

PROJECT NAME: Young Park Seawall Cap Repair
CONTRACT CHANGE ORDER NO. 1 & FINAL
Prepared By: DEPARTMENT OF PUBLIC WORKS
ACCOUNT NUMBER: 304.9900.541.615048
PROJECT NUMBER: 2003-20

SHEET 2 of 2
CONTRACT DATE: 07/06/2015
NOTICE TO PROCEED: 09/28/2015

1. Necessity for changes:
 - a. To Reconcile the Unit price items bid with quantities actually constructed
 - b. Add 30 days to the contract time which allowed the City to install a new Concrete Sidewalk adjacent to the seawall.
2. Is proposed change an alternate bid? Yes No
3. Will proposed change alter the physical size of the project? Yes No
if "Yes", explain.
4. Effect of this change on the prime contractors: NONE
5. Has consent of surety been obtained? Yes
 Not Necessary
6. Will this change affect expiration or extent of insurance coverage? Yes No
If "Yes", will the policies be extended? Yes No
7. Effect on operation and maintenance costs: NONE

Recommended by: 
Monte K. Falls, Public Works Director

Date: 2/8/16

PROJECT NAME: Young Park Seawall Cap Repair
 PERIODIC ESTIMATE FOR PARTIAL PAYMENT
 Prepared By: CITY OF VERO BEACH DEPARTMENT OF PUBLIC WORKS
 ACCOUNT NUMBER: 304.9900.541.615048
 PROJECT NUMBER: 2009-20 CONTRACT NO.: 1679-C

SHEET NO. 1 of 2
 CONTRACT DATE: 07/06/2015
 NOTICE TO PROCEED: 09/26/2015
 TOTAL CONTRACT TIME: 60 DAYS
 ELAPSED CONTRACT TIME: 90 DAYS
 % OF CONTRACT TIME: 150.00%

Name and Address of Contractor: Wilco Construction, Inc.
 4675 N US 1, Ft. Pierce, FL 34946
 ITEMS:

PERIODIC ESTIMATE NO. 3 and Final FOR PERIOD 28-Nov-15 to 28-Dec-15

PART 1. COST OF COMPLETED WORK TO DATE UNDER ORIGINAL CONTRACT ONLY:
 Entries must be limited to work and costs under the original contract only. Column (6) is provided by the Consultant or Engineer in agreement with the Contractor.
 (Work and cost data under change orders is to be shown in Part 2 of this form.)
 Columns (1) through (5) - Data shown is the proposal of the original executed contract. Columns (9) thru (11) are calculated from Column (3) thru (6).

| ITEM NO. (1) | DESCRIPTION OF ITEM (2) | CONTRACT | | | | COMPLETED TO DATE | | | | | |
|-----------------------|--|-----------------|-------|----------------------|------------------------|----------------------------|-----------------------------|------------------------------|-------------------|--------------------------|-----------------|
| | | Quantity (3) | Units | Cost Per Unit (4) | Total Cost Unit (5) | Total Qty Completed (6) | Previously Completed (7) | Completed This Period (8) | Total Cost (9) | Uncompleted Work (10) | % Comp. (11) |
| 1. | Remove and Replace approx. 300 lf of seawall cap. Price shall include all items described in scope of work. | 300 | LF | \$ 85.00 | \$ 25,500.00 | 259 | 259 | 0 | \$22,015.00 | (\$3,485.00) | 86% |
| 2. | Construct new tiebacks with deadman approximately 10' o/c. Price shall include all excavation and backfill, filter cloth and items described in the scope of work. | 35 | EA | \$ 540.00 | \$ 18,900.00 | 29 | 26 | 3 | \$15,660.00 | (\$3,240.00) | 83% |
| 3. | repair/patch holes in the existing seawall panels with Speed Crete Red line patching material (or approved equal) including treatment of any exposed steel and adjoining concrete primed with Duralprep AC (or approved equal) according to the manufacturer's instructions. | 1 | LS | \$ 2,800.00 | \$ 2,800.00 | 1 | 0.75 | 0.25 | \$2,800.00 | \$0.00 | 100% |
| 4. | Sod | 6900 | SF | \$ 0.90 | \$ 5,400.00 | 9920 | 0 | 0 | \$8,928.00 | \$3,528.00 | 165% |
| TOTAL COST OF COLUMNS | | | | | \$52,600.00 | | | | \$49,403.00 | (\$3,197.00) | |

| PART 2. SCHEDULE OF CONTRACT CHANGE ORDERS | | | ADDITIONS TO ORIGINAL CONTRACT PRICE | | Page 2 of 2 PROJECT NO. 2003-20 |
|--|-------------|---------------------------------|---|---|---|
| List every approved change order issued to date of this request even if no work has been done under one or more such orders. | | | TOTAL COST ITEMS ADDED BY CHANGE ORDER | COST OF CHANGE ORDER ITEMS COMPLETED TO DATE | DEDUCTIONS FROM CONTRACT PRICE AS SHOWN ON CHANGE ORDERS |
| CONTRACT CHANGE ORDER | | DESCRIPTION OF CHANGE ORDER | (4) | (5) | (6) |
| No. (1) | Date (2) | (3) | | | |
| 1 | 12/28/2016 | Reconciling as-built quantities | \$3,528.00 | | \$6,725.00 |
| TOTALS | | | \$3,528.00 | \$0.00 | \$6,725.00 |

PART 3. ANALYSIS OF CONTRACT AMOUNT TO DATE:

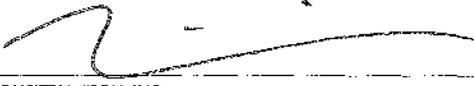
| | |
|--|-------------|
| (a). Original contract amount (column 5 from page 1 of this form)..... | \$52,800.00 |
| (b). Plus: Additions scheduled in column 4 above..... | \$3,528.00 |
| (c). Less: Deductions scheduled in column 6 above..... | -\$6,725.00 |
| (d). Adjusted contract amount to date..... | \$49,403.00 |

PART 4. ANALYSIS OF WORK PERFORMED:

| | |
|---|--------------|
| (a). Cost of original contract work performed to date (column 9 from page 1 of this form)..... | \$49,403.00 |
| (b). Extra work performed to date (column 5 above)..... | \$0.00 |
| (c). Total cost of work performed to date..... | \$49,403.00 |
| (d). Less: Amount retained in accordance with contract terms (show both percent and dollar amount)..... | \$0.00 0.00% |
| (e). Net amount earned on contract work to date..... | \$49,403.00 |
| (f). Add: Materials stored at close of this period (attach detailed schedule and paid invoices)..... | \$0.00 |
| (g). Subtotal of (e) and (f)..... | \$49,403.00 |
| (h). Less: amount of previous payments..... | \$34,339.50 |
| (i). BALANCE DUE THIS PAYMENT..... | \$15,063.50 |

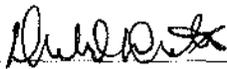
PART 5. CERTIFICATION OF CONTRACTOR:

According to the best of my knowledge and belief, I hereby certify that all items and amounts shown on the face of this PERIODIC ESTIMATE FOR PAYMENT are correct; that all work has been performed and/or material supplied in full accordance with the requirements of the referenced contract, and for duly authorized deviations, substitutions, alterations, and/or additions, that the foregoing is a true and correct statement of the contract amount up to and including the last day of the period covered by this Periodic Estimate; that no part of the "BALANCE DUE THIS PAYMENT" has been received, and that the undersigned and their subcontractors have complied with all the labor provisions of said contract

By:  1-27-16
 WILCO CONSTRUCTION, INC. Date
 Name: Rob Williams Title: Pres.

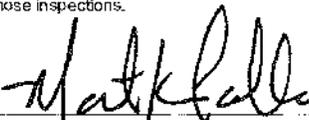
PART 6. PRE-PAYMENT CERTIFICATION BY PROJECT MANAGER:

I have checked this estimate, and it is my opinion that the statement of work performed and / or material supplied is accurate and the contractor is observing the requirements of the contract.

Signed:  2/5/16
 DONALD H. DEXTLER, JR., PUBLIC WORKS MANAGER Date

PART 7. CERTIFICATION OF DIRECTOR

I certify that I have checked and verified the above and foregoing PERIODIC ESTIMATE FOR PARTIAL PAYMENT; that to my best of my knowledge and belief it is a true and correct statement of the work performed and/or material supplied by the contractor, that all work and/or material included in the PERIODIC ESTIMATE has been inspected by my duly authorized representatives or assistants and based on those inspections the work and/or material has been performed and/or supplied in full accordance with the requirements of the referenced contract, and that partial payment claimed and requested by the contractor is correctly computed on the basis of those inspections.

Signed:  2/8/16
 MONTE K. FALLS, PUBLIC WORKS DIRECTOR Date

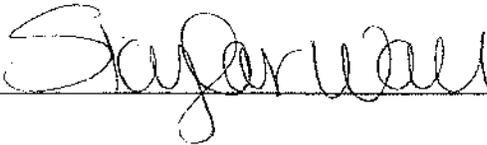
**WAIVER AND RELEASE OF LIEN
(FINAL)**

The undersigned Lienor/Claimant, in consideration of the final payment in the amount of \$10.00, hereby waives and releases any lien or bond claims, and the right to claim a lien or claim against any bond for labor, services, equipment or materials furnished to WILCO CONSTRUCTION INC. on the property or job of

JOB: YOUNG PARK SEAWALL CAP REPAIR
ADDRESS: 1 PARK AVE.
CITY: VERO BEACH, FL 32960

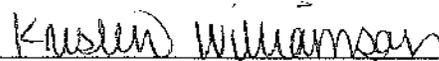
Dated on JANUARY 28, 2016.

Construction Materials, Inc. (Lienor/Claimant)

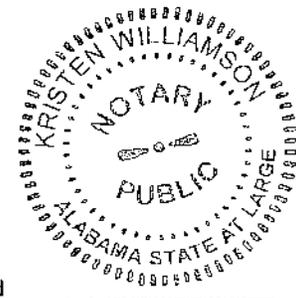
By: 

As its: Credit Analyst

Sworn to and subscribed before me this 28TH day of JANUARY 2016.


(Signature of Notary Public - State of Alabama)

KRISTEN WILLIAMSON
(Print, Type or Stamp Commissioned Name of Notary Public)



Personally Known X OR Produced Identification _____ Type of Identification Produced _____

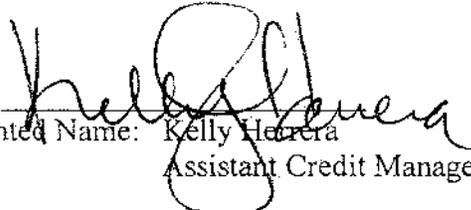
FINAL WAIVER AND RELEASE OF LIEN

The undersigned lienor, in consideration of the final payment in the amount of **\$10.00**, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to **Wilco Construction Inc.** on the job **City of Vero Beach / Young Park Seawall Cap Repair** to the following described property:

***1 Park Ave.
Vero Beach
Indian River County, Florida***

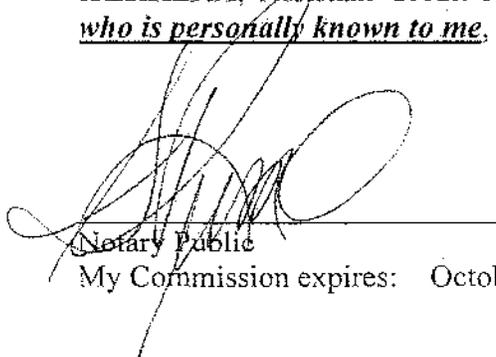
Dated this 27th day of January, 2016

Maschmeyer Concrete Company of Florida, Inc.
1142 Watertower Road
Lake Park Florida 33403

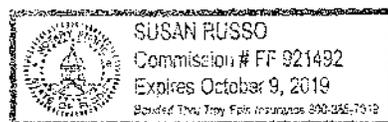
By: 
Printed Name: Kelly Herrera
Assistant Credit Manager

State of Florida
County Of Palm Beach

The foregoing instrument was acknowledged before me this 27th day of January, 2016 **KELLY HERRERA**, Assistant Credit Manager for Maschmeyer Concrete Company of Florida, Inc., who is personally known to me, and who did not take an oath.


Notary Public

My Commission expires: October 9, 2019



CITY OF VERO BEACH PUBLIC WORKS DEPARTMENT
BID 120-15/JO YOUNG PARK SEAWALL CAP REPAIR

WAIVER AND RELEASE OF ALL CLAIMS UPON FINAL PAYMENT

Project: Young Park Seawall Cap Repair Project No. 2003-20
Date of Contract: 7/6/2015 Contract No. 1679-C

The undersigned contractor for the above-referenced contract, in consideration of final payment in the sum of \$ 15,003.50, the receipt and sufficiency of which is acknowledged, hereby waives and releases any and all claims and right to make any claim for any and all labor, services, materials, and equipment furnished to the City of Vero Beach ("City") and arising under or by virtue of the above-referenced contract and changes thereto and hereby agrees to indemnify and hold harmless the City from any and all claims of any subcontractor having an interest in the contract. The term "subcontractor," as used herein, shall include any and all persons and firms furnishing labor, materials, services, or equipment incorporated into or supplied for the work under the contract, stockpiled for the project, or arising under any equipment-rental agreements.

This waiver and release of all claims is executed by the contractor for itself and its representatives, assigns and successors and covers all past and existing claims for work under the contract. In executing this waiver and release of all claims, I represent and certify to the City that I possess the authority and capacity to execute this waiver and release of all claims for the contractor, its representatives, assigns and successors, and to thereby bind them, and I agree to personally indemnify and hold harmless the City from any and all liabilities and costs, including attorney's fees, as may be imposed upon or incurred by the City because of any defect in or lack of my authority or legal capacity to execute this waiver and release of all claims for the contractor, its representatives, assigns and successors.

Wilco Construction Inc.
Contractor

By: [Signature]
Print Name: Robert Williams
Title: President

STATE OF FLORIDA
COUNTY OF St Lucee

Sworn to and subscribed before me this 27 day of January, 2016, by Robert Williams, who is personally known to me OR produced as identification.

[Signature]
Notary Public
Print Name: Dawn Fitzgerald
My Commission Expires: 12/17/17

