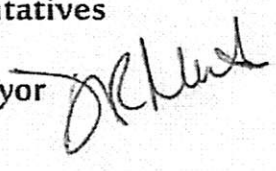




INTEROFFICE MEMORANDUM

TO: Board of Finance
Board of Representatives

FROM: David Martin, Mayor 

DATE: March 31, 2016

RE: \$179,700; Dewberry Engineers, Inc. Agreement;
Construction Administration and Inspections at the Merriebrook Lane Bridge

Please review the attached Agreement and advise your recommendation.

This Agreement has also been submitted to the Board of Finance along with the relevant Bid Waiver W#799 [252637].

Thank you.

Enc.

RECEIVED

APR 06 2016

BY: VTYL TIME 1:50 pm

BOARD OF REPRESENTATIVES

AGREEMENT

THIS AGREEMENT dated the _____ day of _____, 2016, is by and between the **CITY OF STAMFORD** (hereinafter "The City"), a municipal corporation organized and existing pursuant to the laws of the State of Connecticut with a principal place of business located at 888 Washington Boulevard, Stamford, Connecticut, acting herein by David R. Martin, its duly authorized Mayor, and **DEWBERRY ENGINEERS, INC.** (hereinafter "The Consultant"), a corporation organized and existing pursuant to the law of the State of New York with a principal place of business located 8401 Arlington Boulevard, Fairfax, Virginia, acting herein by Craig R. Johnson, its President/Director.

WITNESSETH

WHEREAS, The City has an immediate need for construction inspection and administration services with regard to the replacement of the Merriebrook Lane Bridge over the Mianus River in Stamford, Connecticut (hereinafter "The Project");

WHEREAS, The City has properly waived its required bid process for work to be performed pursuant to The Project;

WHEREAS, The Consultant has specific knowledge of The Project as it was previously selected as and performed the services of The City's consulting engineer to inspect, design and procure permits for the subject bridge; and

WHEREAS, The City has now selected The Consultant, based on its specific knowledge of The Project, to perform the work on The Project pursuant to the terms hereinafter set forth;

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. INCORPORATION OF RECITALS. The above terms and conditions are contractual in nature and not merely recitals and are hereby incorporated into this Agreement; .

2. SCOPE OF SERVICES. The scope of services for The Project shall consist of those duties, functions, obligations, responsibilities, and tasks set forth in the Construction Administration and Inspection Scope of Services attached hereto as Exhibit A and hereby made a part hereof as if fully set forth herein;

3. COMPENSATION. The Consultant's compensation for the services set forth in Section 2, above, shall be based on actual hours worked and approved by The City, which shall be based on the CEI MH Matrix included in Exhibit A, plus a certain allowance for Direct Costs as set forth in more detail in Exhibit A. The Consultant's invoices for actual time spent shall be paid by The City at The Consultant's respective hourly rate times a multiplier of 2.35. The Consultant shall submit approved time sheets with its invoices. The Consultant's direct costs shall be reimbursed at cost, not cost-plus (no multiplier). Notwithstanding the forgoing, under no circumstances shall The Consultant's

compensation for The Project exceed One Hundred Seventy Nine Thousand Seven Hundred (\$179,700.00) Dollars (the Upset Limit);

4. TIME OF COMMENCEMENT AND COMPLETION OF WORK. The Consultant shall commence the work hereunder bargained for upon the execution of this Agreement by both parties and shall complete said work in a timely, efficient and diligent manner. It is agreed and understood that time is of the essence and, that if The Consultant fails to perform said work within the prescribed period, The City shall have the right to terminate this Agreement and/or pursue appropriate legal recourse for The Consultant's breach of this Agreement. However, The Consultant shall not be liable for delays caused by circumstances beyond its control.

5. REVIEW OF WORK. The Consultant shall permit The City, its agents and/or employees to review, at any time, all work performed pursuant to the terms of this Agreement at any stage of the work.

6. INDEMNIFICATION. The Consultant shall indemnify and hold harmless The City, its officers, agents and employees, from loss, cost, damage, injury, liability, and claim for injury to or death of a person, including employees of The Consultant or loss of or damage to property, resulting from The Consultant's negligent performance pursuant to this Agreement, or by any intentional or negligent omission to perform some duty imposed by law or this Agreement upon The Consultant, its officers, agents and employees. The foregoing indemnity shall include reasonable attorneys' fees and costs of suit, if applicable, and shall not be limited by reason of any insurance coverage required pursuant to this Agreement;

7. ASSIGNMENT. The Consultant shall not assign, sub-contract, or transfer any portion of the work set forth herein without the prior written approval of The City;

8. BOOKS AND RECORDS. The Consultant shall maintain or cause to be maintained all records, books, or other documents relative to charges, costs, expenses, fees, alleged breaches of this Agreement, settlement of claims, or any other matter pertaining to The Consultant's demand for compensation by The City for a period of not less than three (3) years from the date of the final payment for work performed under this Agreement;

9. INSURANCE. The Consultant shall maintain, at its sole expense, for the entire term of this Agreement, including any extensions, insurance coverages as set forth in the Insurance Requirements of the City of Stamford, attached hereto as Exhibit B and hereby made a part hereof as if fully set forth herein;

10. REPRESENTATIONS. The Consultant represents that it is qualified in relation to the work to be performed under this Agreement and further represents that it has the requisite skill, expertise, and knowledge necessary to perform the scope of services required under the terms of this Agreement, including any supplementary work. The Consultant hereby acknowledges that The City has relied upon said representations in entering into this Agreement;

11. INTERPRETATION. The Consultant agrees that, in the event of any ambiguity between the terms of this Agreement and the Scope of Services (Exhibit A), The City, in

its sole discretion, shall determine the terms and/or document(s) which shall prevail and take precedence;

12. SUBCONTRACTING. The Consultant is prohibited from subcontracting this Agreement or any part of it unless The City first approves such subcontracting in writing and approves, in writing, the specific subcontractor(s) The Consultant proposes to be used. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void. Should The City approve of a proposed subcontractor, The Consultant agrees to comply with The City's Code of Ordinances § 103.4;

13. CONTRACT EXTRAS. Pursuant to The City's Code of Ordinances, Section 23-18.4 C., it is specifically understood and agreed by The Consultant that all contract extras regarding this contract shall be governed by The City's Charter and/or Code of Ordinances. The City shall not be liable for payment of any additional costs, except as otherwise expressly set forth in this Agreement, unless the provisions of The City's Charter and/or Code of Ordinances are fully complied with. The City's Charter and Code of Ordinances can be found at www.municode.com;

14. NON-APPROPRIATION. The Consultant acknowledges that The City is a municipal corporation, that The City's obligation to make payments under this Agreement is contingent upon the appropriation by The City's Board of Representatives of funds sufficient for such purposes for each budget year in which the Agreement is in effect, and that The City may terminate this Agreement by way of written notice to The Consultant if sufficient funds to prove for the payment(s) hereunder are not so appropriated;

15. COMPLIANCE WITH CITY CODE PROVISIONS. The Consultant hereby agrees to fully comply with the requirements of The City's Code of Ordinances, Sections 103-1 through 103-10, regarding contractors in general. Failure to so comply shall constitute a material breach of the terms of this Agreement, for which The City may unilaterally terminate this Agreement by way of written notice to The Consultant. The provisions of the City Code can be found at www.municode.com ;

16. TERMINATION.

A. **TERMINATION FOR CAUSE.** If, through any cause, The Consultant shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if The Consultant shall violate any laws or any of the covenants, agreements, or stipulations of this Agreement, The City shall thereupon have the right to terminate this Agreement for cause by giving written notice to The Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished reports, documents, data, studies, photographs, or other material prepared by The Consultant pursuant to its performance under this Agreement shall, at the option of The City, become The City's property. The Consultant shall be entitled to receive just and equitable compensation for any satisfactory services completed up to the effective date of termination. The Consultant shall not be responsible for any claims resulting from The City's use of the documents on another project or changes made to the documents without The Consultant's express written permission;

The term "cause" includes, without limitation the following:

- 1) If The Consultant furnished any statement, representation, warranty or certification in connection with this Agreement, which is materially false, deceptive, incorrect, or incomplete;
- 2) If The Consultant fails to perform to The City's satisfaction any material requirement of this Agreement or is in violation of any specific provision thereof or any State or Federal law or requirement; or
- 3) If The City reasonably determines that satisfactory performance of this Agreement is substantially endangered or can reasonably anticipate such an occurrence or default.

Should The City terminate this Agreement for cause, The Consultant shall not be relieved of liability to The City for any damages sustained by The City by virtue of any breach of this Agreement by The Consultant and The City may withhold any payment to The Consultant for the purposes of setoff until such time as the exact amount of damages due The City from The Consultant is determined.

B. TERMINATION FOR CONVENIENCE. The City may terminate this Agreement at any time The City determines that the purposes of the distribution of monies under the Agreement would no longer be served by the services provided. The City shall effect such termination by giving written notice of termination to The Consultant and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described Subsection A shall, at the option of The City, become property of The City. If the Agreement is terminated by The City as provided herein, The Consultant shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed to the effective date of termination bear to the total services of The Consultant pursuant to the terms of the Agreement, less payments of compensation previously made, and subject to The City's right of set off for any damages pursuant to the terms of the Agreement;

17. DISPUTE RESOLUTION.

A. EXECUTIVE MEETING. The parties shall endeavor to resolve all claims, disputes, or other matters in controversy arising out of or related to this Agreement ("Claims") through a meeting of the chief executives of each party, or their respective designees ("Executive Meeting").

A request for an Executive Meeting shall be made by a party in writing and delivered to the other party. The request may be made concurrently with the filing of a non-binding mediation as set forth herein. The Executive Meeting shall be a condition precedent to mediation unless 30 days have passed after the Executive Meeting has been requested with no meeting having been held.

The Executive Meeting shall be held in the place where the Project is located, unless another location is mutually agreed upon.

- B. MEDIATION.** Any Claim subject to, but not resolved by, an Executive Meeting shall be subject to mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its applicable rules and procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation.

The request may be made concurrently with the filing of arbitration but, in such event, mediation shall proceed in advance of arbitration, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

- C. ARBITRATION.** Any Claim subject to, but not resolved by, mediation shall, in the sole discretion of The City, be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its applicable rules and procedures in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law.

Any judgment will be entered or court action will be brought in a court of competent jurisdiction within the State of Connecticut.

D. **PERFORMANCE DURING DISPUTE.** Unless otherwise directed by The City, The Consultant shall continue performance under this Agreement while matters in dispute are being resolved.

E. **CLAIMS FOR DAMAGES.** Should either party to this Agreement suffer injury or damage to person or property because of any act or omission of the other party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

18. GOVERNING LAWS. This Agreement shall be governed by the laws of the State of Connecticut and each party hereby waives any choice of law; and

19. GIFTS: During the term of this Agreement, including any extensions, The Consultant shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of The City or the Stamford Board of Education or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to The Consultant shall include its members, officers, directors, employees, and owners of more than 5% equity in The Consultant. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

SIGNATURE PAGE FOLLOWS.

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

Signed, sealed and delivered in the presence of:

CITY OF STAMFORD

Print:
Witness


By: _____
David R. Martin, Mayor

Date: _____

Print:
Witness


DEWBERRY ENGINEERS, INC.

ANAND SESHAPRI
Print:
Witness

By: 
Craig R. Johnson, President/Director, Northwest
Date: 3/25/16


Regina Branco Bufa
Print: Regina Branco Bufa
Witness

Approved as to Form:


Chris Dellaselva
Asst. Corp. Counsel

Date: March 30, 2016

Approved as to Insurance:


for Ann Mones
Risk Manager

Date: March 30, 2016

EXHIBIT A

(CONSTRUCTION ADMINISTRATION AND INSPECTION SCOPE OF SERVICES)

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(CONSTRUCTION ADMINISTRATION AND INSPECTION SCOPE OF SERVICES)

**CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
CITY OF STAMFORD
REPLACEMENT OF MERRIEBROOK LANE BRIDGE
OVER MIANUS RIVER
SCOPE OF SERVICES**

March 15, 2016

Dewberry Engineers Inc.

Dewberry will perform inspection and administration services required for the City of Stamford's Replacement of Merriebrook Lane Bridge Project. Dewberry will provide a Chief Inspector meeting the requirements of the City and as outlined in the Connecticut Department of Transportation's Construction Engineering and Inspection Information Pamphlet for Consultants. The inspector will also possess the required New England Transportation Technician Certification Program (NETTCP) and the American Concrete Institute (ACI) certifications for the proposed bridge and roadway construction activities. We will also provide a Project Manager that will attend project meetings and perform quality assurance checks of the project records.

Dewberry will inspect all construction within the project limits to ensure that the work is in conformance with the project plans and specifications for the entire 199 calendar day duration of the Project. The Chief Inspector will be thoroughly familiar with the plans and monitor and document all work within the project limits. The inspector will perform measurements necessary for periodic payments to the contractor and shall document the contractor's daily operations in accordance with established procedures.

Chief Inspector Responsibilities include:

- Attend and conduct a preconstruction meeting.
- Observe all work for compliance with plans and specifications.
- Maintain daily records.
- Prepare correspondence.
- Measure quantities and prepare pay estimates.
- Collect all required material testing certificates and samples.
- Monitor and inspect Contractor's traffic control.
- Inspect construction and maintenance of environmental controls for conformance with permits.
- Verify periodic payment requests from contractor.
- Analyze claims for extra work and time extensions.
- Prepare interim and final change orders.
- Perform required EEO monitoring.
- Prepare minutes of all field meetings.
- Provide coordination between all affected parties.
- Attend and document semi-final and final inspections.
- Prepare As-Built Drawings
- Finalize all documentation necessary for project closeout.
- Provide CDs/DVDs with pdf files, when feasible, of all construction, field and administration documentation at project closeout.

**CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
CITY OF STAMFORD
REPLACEMENT OF MERRIEBROOK LANE BRIDGE
OVER MIANUS RIVER
SCOPE OF SERVICES**

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Replacement of Merriebrook Lane Bridge - CEI MH Matrix

Tasks	Project Manager	Chief Inspector	Inspector	CADD Technician	Clerical	Totals
Pre-Construction Meeting	4	4				8
Review Contract Documents	8	24				32
Inspection	80	834			20	934
Project Close-Out (1 Month)	8	120		16	8	152
Overtime		83				83
Field Survey - By Others						
Total Hours	100	1066	0	16	28	1210
Hourly Rate	\$ 79.00	\$ 55.00	\$ -	\$ 37.00	\$ 30.00	
Direct Salary Cost	\$ 7,900.00	\$ 58,614.29	\$ -	\$ 592.00	\$ 840.00	\$ 67,946.29

Summary

Field Direct Salary	\$ 67,946.29
Field BFO @ 113.84%	\$ 77,350.05
Total Salary plus BFO	\$ 145,296.34
10% Profit on Salary Plus BFO	\$ 14,529.63
Direct Cost (Transportation/Testing/Copies)	\$ 3,500.00
Subtotal	\$ 163,325.97
10% Contingency	\$ 16,332.60
Total	\$ 179,658.57

SAY

SAY

SAY

SAY

SAY

Use Rounded Figures for Agreement
\$ 14,500.00
\$ 3,500.00
\$ 163,300.00
\$ 16,300.00
\$ 179,700.00

Not to Exceed *

* Note: Based on actual hours worked and approved by the City of Stamford

Field BFO Rate= 1.1384

n=# Cldr Days= 146

Inspector Hours x=n(5/7)(8)= 834

Replacement of Merriebrook Lane Bridge - CEI MH Matrix

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SAY

SAY

SAY

SAY

SAY

Use Rounded Figures for Agreement

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Replacement of Merriebrook Lane Bridge - CEI MH Matrix
Direct Costs

Mileage	
7 months X 100 miles/month X \$0.54/mile	\$378.00
Plan Sheet Copies/Reproductions	
Lump Sum	\$500.00
Testing of Materials	
Subconsultant	\$2,500.00
Total	\$3,378.00
Say	\$3,500.00

Replacement of Merriebrook Lane Bridge - CEI MH Matrix
Direct Costs

Mileage	
7 months X 100 miles/month X \$0.54/mile	\$378.00
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Subconsultant	\$2,500.00
Total	\$3,378.00
Say	\$3,500.00

EXHIBIT B

(COS INSURANCE REQUIREMENTS FOR BRIDGE CONSTRUCTION INSPECTION SERVICES)

City of Stamford
Insurance Requirements for Bridge Construction Inspection Services

The Vendor shall maintain, at all times during the contract term, the following insurance coverages:

1. **Comprehensive General Liability** insurance, which provides coverage for operations liability, completed operations and products liability, contractual liability, personal injury and advertising liability and broad form property damage coverages:

Must be written on an occurrence basis;
Completed operations and products liability insurance must be maintained for a period of not less than three (3) years following termination of the Agreement or completion of the services under the Agreement, whichever is later;
Contractual liability must insure any indemnities contained in the contract. Limits of liability not less than \$1 million combined single limit per occurrence for bodily injury and property damage and \$2 million in the aggregate; City of Stamford, and its employees, agents and officers to be designated as additional insureds.

2. **Comprehensive automobile liability**, which provides coverage for liabilities arising out of the ownership, operation and maintenance of motor vehicles. City of Stamford, and its employees, agents and officers to be designated as additional insureds.
Limits of liability not less than \$1 million combined single limit per occurrence for bodily injury and property damage.
Insurance to cover all owned non-owned, rented, and leased vehicles.
3. **Workers' compensation** coverage, which complies with statutes and regulations of the State of Connecticut.

4. **Employer's liability** insurance, with minimum limits of liability of \$500,000 each accident, \$500,000 disease each employee and \$500,000 disease policy limit.

5. **Professional liability** insurance, which covers the services of the Vendor as described in the Agreement. Minimum limit of liability is \$2,000,000 each claim.

Additional Requirements:

Any insurance underwritten on a claims made as opposed to an occurrence basis shall contain a retro-active date of the date the Agreement is executed or commencement of services, whichever is earlier and an extended reporting

period of not less than five (5) years following termination of the Agreement or completion of the services provided hereunder, whichever is later.

All insurance required hereunder shall contain thirty days (30) prior written notice to the Risk Manager of the City of Stamford in the event of cancellation, termination or material change in any terms and conditions of the insurance required hereunder.

All insurance required hereunder shall contain waivers of subrogation in favor of the City of Stamford, and its employees agents, and officers, and shall be primary without any right of contribution from any insurance maintained by or on behalf of the City of Stamford.

The Vendor shall provide the Risk Manager of the City of Stamford with certificates of insurance evidencing the insurance required hereunder upon provisional award of the Contract and upon expiration of any insurance policies required hereunder.

ENDOV

Full Name of Insurance Agency
Street Address
City, State Zip Code
Telephone Number / Facsimile Number

Telephone Number / Facsimile Number

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CONCRETE LIVE **CONCRETE LIVE**
MOLYBDENE ACTION **ZINC ACTION**

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1. *Chlorophyll a* (Chl *a*)

1. *Journal of the American Medical Association*, 2000; 283: 2689-2693.

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[illegible]

ANALYST	ANALYST

Figure 1 is a line graph showing the percentage of correct responses for the 100-item test across five conditions: 100% correct, 90% correct, 80% correct, 70% correct, and 60% correct. The x-axis represents the number of items (0 to 100). The y-axis represents the percentage of correct responses (0% to 100%). The 100% correct condition is a horizontal line at 100%. The 90% correct condition is a horizontal line at 90%. The 80% correct condition is a horizontal line at 80%. The 70% correct condition is a horizontal line at 70%. The 60% correct condition is a horizontal line at 60%.

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<p> NAME DATE PERIOD </p>	<p> NAME DATE PERIOD </p>
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is designated as additional in

Required personnel are:

all of City of Stamford, Wat

and its employees, agents,

CANCELLATION

NEVER TALK ANYBODY DOWN 'SPECIAL

NO ORAL AND NO ATTEMPT TO HOLD OUTS ON
