



Bermello Ajamil & Partners, Inc.

Architecture
Engineering
Planning
Interior Design
Landscape Architecture
Public Information

December 22nd 2016

Mr. James Bouquet
City Engineer / Engineering Services
City of Key West
3140 Flagler Avenue Key West, FL 33040
E-mail: jbouquet@cityofkeywest-fl.gov

Sent via email / PDF format

RE: Scope and Fee Proposal for Construction Administration Services – Change Order #2 to Truman Waterfront Park Amphitheater Project

Dear Jim,

Bermello Ajamil & Partners, Inc. (B&A) in collaboration with our sub consultants welcomes the opportunity to submit our scope and fee proposal for Construction Administration (CA) Services for the Truman Waterfront Park Amphitheater Project. Our scope of services and fee budget are based on (9) nine months of construction time. Increases in the length of either which requires the B&A team to provide additional time, input or consultations shall be provided as additional service on an hourly time and materials basis for review and approval by the city.

A. DISCIPLINES INCLUDED

The proposed scope of work shall include the following disciplines as necessary:

- *B&A - Project Management, Architecture & Landscape Architecture*
- *DDA – Building Structural Engineering*
- *HNGS - Mechanical, Plumbing and Electrical Engineering*
- *Allen Perez - Civil Engineering*
- *Stages Inc. - Acoustical & Lighting Design Services*
- *E-Sciences - Soils Management*

B. BREAKDOWN OF SCOPE BY TASK

TASK 1 PRE-CONSTRUCTION SERVICES

1 – Pre-construction Meeting

Upon award of a general contractor for the Amphitheater, B&A shall attend one (1) pre-construction meeting with the city, GC and their sub team. B&A shall be present, answer any questions and provide clarifications and contribute to a discussion on schedule, construction strategy, long lead items, staging between site work and buildings and any required interface / coordination with the current work at Truman Waterfront Park. B&A shall prepare and distribute minutes of the meeting. This service will be performed on a lump sum basis

TASK 2 CONSTRUCTION PERIOD SERVICES

Construction period services will be performed on a time and materials basis and include the following subtasks:

2A - Responses to RFI's

The B&A Team shall respond to and provide clarifications and interpretations of the Contract Documents as needed and requested by the Contractor. It is assumed that RFI's shall be handled through digital means such as e-mail or a contractor managed/initiated third party construction management web site (such as Submittal Exchange). It shall be the Contractor's responsibility, and their expense, to train the design team on how to use any third-party management and or software tools (if needed).

2B - Submittal Review Process

The B&A Team shall prepare a list of submittals/shop drawings and product samples that represent the minimum that the Contractor shall prepare and provide throughout the construction process. The B&A Team shall review and comment on shop drawings, product samples, and other data and reports, which the selected contractor is required to submit for review. Reviews shall only be for conformance with the design concept of the project and compliance with the information provided in the Contract Documents. Such review shall not extend to methods, means, techniques, construction sequence(s), procedures, or to safety precautions and related programs. It is assumed that the shop drawings shall be handled through digital means such as e-mail or contractor managed/initiated third party construction management web site (such as Submittal Exchange for example).

B&A and its Sub Consultants are not responsible for managing or tracking shop drawings / submittals for the Contractor; that is the responsibility of the contractor who shall provide logs to both the design team and city.

Substitution Review – The B&A Team shall review and consider substitutions suggested by the Contractor. Considerations shall be made based on the substituted item being of equal or greater value to what is specified in the Contract Documents. It shall be the Contractor's responsibility to provide detailed information on any suggested substitution so that a comprehensive review can be performed by B&A.

2C - Site Visits and Meetings

The B&A Team shall attend site visits and construction meetings during construction as follows:

- *Periodic Site visits*
- *Bi-weekly construction meetings via Teleconference (Conference call, GoToMeetings, WebEx, etc.)*

During these site visits, the B&A Team shall become familiar with the progress and quality of the Contractor's work and determine if said work is generally proceeding in accordance with the Contract Documents and also be present to discuss issues or topics on site. Each site visit shall be summarized by a field report that outlines observations, activities, and any work determined to be in non-conformance with the Contract Documents. Field Reports shall be delivered to the Client within forty-eight (48) hours after completion of visit.

B&A shall not be responsible for scheduling or coordinating meetings with the contractor or for producing minutes afterwards.

The environmental engineer shall observe exposed soil for evidence of contamination based on the obvious presence of soil staining or odor. On an as needed basis, utilize an Organic Vapor Analyzer (OVA) instrument to evaluate the potential presence of petroleum contamination. If de-watering activities are conducted during

scheduled environmental engineer site visits, engineer shall confirm that the required Treatment Unit is present and in use. Environmental Engineer shall request and review documentation of contractor's effluent monitoring results and review contractor documentation of soil and groundwater disposal practices, soil re-use activities, health and safety protocols and routine briefings.

2D – Substantial and Final Completion Walkthroughs

The B&A Team shall visit the site two (2) times to conduct/complete Substantial and Final Completion Inspections to determine if the completed work by the Contractor is in general accordance with Contract Documents and that all punch list items have been resolved. B&A shall provide a Final Completion Notice to the Client once the project is deemed to be in full accordance with the Contract Documents. Additional inspections or walk-throughs required due to contractor's inability to complete all punch list items the first time shall be billed to the Client on an hourly basis.

TASK 3 PROJECT CLOSEOUT

Project Closeout services will be performed on a time and materials basis and include the following subtask:

3A - Final Engineering Certification

The Civil Engineer shall review the as-built drawings provided by the Contractor and provide comments, required corrections or changes. Upon satisfactory review of the as-built drawings, B&A shall prepare record drawings and submit to the appropriate regulatory agencies certification. If closing out a permit prior to completion of the project requires a permit modification and or redesign, it shall be provided as an additional service.

C. COMPENSATION

The following are not-to-exceed fees associated with construction administration services based on a time and material basis. Included in this proposal is additional breakdown of labor for reference.

Tasks	Fee Structure	Total per Task
Task 1	Lump Sum	\$6,400
Task 2	T&M	\$76,180
Task 3	T&M	\$12,120
Total		\$94,700
*Expense Allowance		\$5,300
Grand Total		\$100,000

NOTES:

* The expense allowance is out-of-pocket costs for printing and preproduction courier services, travel expenses including mileage, lodging and meals, etc. This is a "not to exceed" amount and will be billed to the City at cost.

ADDITIONAL SERVICES

Additional services are those which arise as a result of unforeseen circumstances during the design of a project and which therefore, cannot be included in the basic series agreement. Such additional services, when requested in writing by the City, shall be performed an hourly rate in accordance with the Agreement between the City and B&A.

On behalf of B&A and our entire design team, I want to thank you for giving us that opportunity to collaborate with The City for what will be a fantastic venue destination for Truman Waterfront Park, the residence of Key West and all visitors.

Sincerely,



SCOTT A BAKOS

Partner | Design | Project Management

900 SE 3rd Avenue, Suite 203

Fort Lauderdale, FL 33316

305.989.9953 – iPhone 954.627.5109 – Direct Office

Signature approval Jim Scholl, City Manager

Date

