



THE CITY OF KEY WEST  
Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

## EMERGENCY DECLARATION

**To:** Greg Veliz, City Manager

**From:** John Paul Castro, Utilities Director

**Effective Date:** December 19, 2019

**Action Statement:** Request the City Manager Greg Veliz approve the emergency construction proposal from Ebsary Foundation Company to rebuild the Utility Bridge piling and cap and install protective dolphin piles in an amount not to exceed \$455,227.50

**Ordinance: 2-797 (2) Emergency Procurement** – “the city manager may make emergency procurement of commodities or contractual services where the cost exceeds \$20,000.00 when there exists a clear and present threat to public health, property, welfare, safety or other substantial loss to the city...”

**Justification:**

On April 22<sup>nd</sup> a barge going through Fleming Key Cut lost control and collided with the Fleming Key utility bridge owned by the City of Key West. The utility bridge spans the City's two influent force mains as well as the water and electricity to the waste water treatment plant.

The wastewater force mains that span the utility bridge are the only transmission lines delivering the City's wastewater to the treatment plant. The damaged and unstable bridge pier required the federal channel to be closed to vessel traffic which is being patrolled by USCG, KWPD, and FWC. The bridge section was stabilized, and the channel put back into service.

The utilities department tasked Artibus Engineering to design a permanent repair to replace the damage bridge section. The intent was to complete design and formally bid the project.

On November 16<sup>th</sup> the bridge was struck again by a 40 + foot dual mast sailboat. The rear mast broke off against the outer forcemain and the second mast broke 4 of the brackets that hold the electric to the piping.

The temporary structure falsework was designed to withstand current and wind. After the sailboat strike the engineers feared that a impact to the falsework could be catastrophic. Ebsary Foundation company was still mobilized in Key West and agreed to work with the City and Artibus to create a plan to construct the permanent bridge section in the quickest

*Key to the Caribbean - Average yearly temperature 77° F.*

MEMORANDUM

and most cost-effective manner. Ebsary assisted the bridge engineer in implementing construction methods that reduced cost by over \$200k. The final design specifies pipe that is shelf ready to be installed immediately and last decades.

The City also requested the engineer design dolphin piles to protect the sections of utility bridge that are not already protected. The 3 dolphins comprised of 7 wood piles and one steel pile will cost \$133,500.00

The price received from Ebsary Foundation to construct the new utility bridge section and dolphin piles has been reviewed and staff believes the cost is fair and reasonable. Staff briefed the commission of the approximate cost prior final design at the December 3rd meeting. The decision to waive formal bidding and award will reduce the risk of catastrophic impact by 2 months.

Permanent Bridge Repair	\$315,000.00
Protective Dolphin (3 total)	\$133,500
Performance and Payment Bond @ 1.5%	\$6,727.50
<b>Total</b>	<b>\$455,227.50</b>

The City insurance policy has been made aware of the bridge damage and is processing a claim with a maximum payout of \$500,000.00.

**Recommendation:**

Utilities request City Manager Greg Veliz approve the proposal from Ebsary Foundation Company dated December 19<sup>th</sup>, 2019 for the construction of Fleming Key utilities bridge and 3 dolphin piles in an amount not to exceed \$455,227.50

City Manager Signature

December 19th  
Date



# EBSARY

foundation company

MARINE AND ENGINEERING CONSTRUCTION

2154 N.W. North River Drive, Miami, Florida 33125-2297

Ofc. (305) 325-0530 • CC# E-502 • Fax (305) 325-8684

December 19, 2019

City of Key West  
201 William Street  
Key West, FL 33040

Attn: John Paul Castro

**RE: FLEMING KEY UTILITY BRIDGE PERMANENT REPAIR**  
**Key West, Florida**

Mr. Castro;

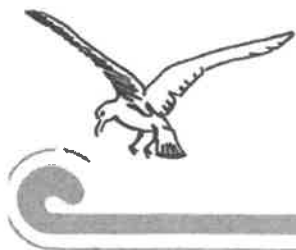
Ebsary Foundation Company is pleased to submit our **CONTRACT PROPOSAL** for the installation of the permanent force main utility supports and protective dolphins for the above referenced project. The proposed scope of work is based on the preliminary design drawings provided by High Spans Engineering, Inc. and the value engineering coordination between the City of Key West, Ebsary Foundation Company and High Spans Engineering, Inc. The final contract price for the proposed work is subject to final scope of work modification.

**1. BASE BID SCOPE OF WORK**

*Utility Shoring Construction*

- 1.1. All work shall be performed with onsite equipment and personnel. Additional Mobilization of barge, crane, boat and crew is not included in this scope of work.
- 1.2. ***Force Main Pipe Shoring***, as follows;
  - 1.2.1. Furnish and Install five (5) each permanent steel pipe foundations consisting of 14" x 3/8" wall steel pile, coated and sleeved in accordance with the specifications. And augercast piling through the center of each pipe. Grout and reinforcing in accordance with the project specifications.
  - 1.2.2. Furnish, Place and Finish the new 9'-8" x 12'-4" x 3' reinforced concrete pile cap with 18" concrete saddles and SS Saddle Straps.
  - 1.2.3. Removal of existing temporary shoring once new shoring cap has achieved minimum necessary strength.
  - 1.2.4. All materials and work in accordance with project specifications.
- 1.3. Three (3) ea. ***Protective Dolphin***, as follows
  - 1.3.1. Furnish and Install 1 ea. 14" x 0.5" wall steel pipe king pile for each dolphin. Three Total pipe pile. Pipe pile shall be coated and sleeved in accordance with the project

Incorporated 1930



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- specifications.
- 1.3.2. Furnish and Install 7 ea. 12" Timber pile cluster around the steel pipe king pile for each dolphin. Twenty-One Timber pile total. Piling to be #2 treated southern yellow pine in accordance with the project specifications.
- 1.3.3. Stainless Steel Cable wraps for each dolphin cluster in accordance with the project specifications.
- 1.3.4. Pile caps as required.

## 2. **INCLUSIONS**

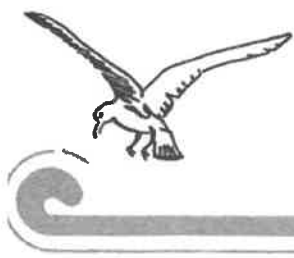
### *Items Provided By Ebsary*

- 2.1. Ebsary Foundation Co. ('Ebsary') agrees to furnish all labor, material, equipment and supervision to perform the scope of work outlined herein.
- 2.2. Barges, tugboats and marine based equipment
- 2.3. State and Local taxes related to Ebsary's work.
- 2.4. Required submittals for Ebsary's scope of work.
- 2.5. Florida Trench Safety Act and OSHA required fall protection.
- 2.6. Work Schedule Monday to Friday 7 am to 5 pm (Ebsary reserves the right to work Saturdays for make-up days)
- 2.7. Maintenance of Traffic as required.
- 2.8. Insurance as follows:
  - 2.8.1. Workman's Compensation and Employer's liability Insurance within the State of Florida's Limits.
  - 2.8.2. USL&H Coverage
  - 2.8.3. Comprehensive General Liability Insurance: \$2 million combined single limit.
  - 2.8.4. Auto Liability Insurance: \$1 million combined limit.

## 3. **EXCLUSIONS & CLARIFICATIONS**

### *Items Provided By Others*

- 3.1. Field Engineering; to include, geotechnical reports, soil borings, testing and inspection, pile logs, certifications, survey, as-built drawings, etc.
- 3.2. Design and Engineering. Additional field engineering and design modification may be required during construction
- 3.3. Protection of Existing Structures, vibration monitoring, settlement monitoring
- 3.4. Survey & As-Built Drawings
- 3.5. SSHO & QA/QC Manager
- 3.6. Standby or Delays due to anything outside of Ebsary's Scope of Work or reasonable control.
- 3.7. Sunday or Union Holiday Work
- 3.8. Inspection, Removal, Monitoring and Protection of Benthic Resources; specifically excluded is inspection, monitoring, reporting, removal, relocation or replacement of sea grasses,



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- mangrove or coral.
- 3.9. Location, protection, removal, or replacement of underground or overhead obstructions including utilities, underwater debris, navigation aids, etc., expect for what is specifically outlined in the scope of work.
- 3.10. Handling, relocation or installation of all utilities. Owner may be required to relocate any utilities that interfere with installation work.
- 3.11. Utility or Electrical Work, Waterline Flushing or Inspection
- 3.12. Divers and Underwater work
- 3.13. Maintenance, installation, removal, or temporary or permanent navigation lighting, MOT and/or signage in or around work area. Ebsary equipment will be lighted per USCG standards.
- 3.14. Bonds and Permits
- 3.15. Drilled or Grouted King Pile for the dolphin clusters.
- 3.16. Liquidated Damages.
- 3.17. Handling or removal of contaminants from site.
- 3.18. Pollution Liability Insurance, Professional Liability Insurance, Builders Risk Insurance, "All Risk" Coverage and Installation Floater.
- 3.19. Landscaping, Sod and plants.
- 3.20. Turbidity Control, Testing or Reports
- 3.21. Dedicated Endangered Species Monitor
- 3.22. Dedicated mobilization of equipment and personnel to jobsite. Work is to be performed with onsite barge and crane. Work must start immediately to utilize on site crew. Ebsary shall be responsible for delivery and haul away of all project specific materials and installation equipment.
- 3.23. All additional items not specifically outlined in the outlined scope of work, inclusions and exclusions.

#### 4. CONTRACT CONDITIONS

- 4.1. This proposal is based on unrestricted access to the job site with adequate space for all equipment in order to perform the above scope of work in a continuous uninterrupted manner.
- 4.2. Authorization to proceed with all work must proceed NLT than January 2<sup>nd</sup>, 2019.
- 4.3. Owner to allow Ebsary to restrict bridge traffic to one lane when required.
- 4.4. Owner shall be responsible for handling and management of all utilities.
- 4.5. Owner and Engineer shall allow for reasonable variations to the support structure design and installation as a result of constructability or material supply difficulties
- 4.6. Ebsary requires access for waterside staging and landside access to for selective deliveries.
- 4.7. Monthly payments are to be made as the work progresses and within 15 days of the installation month. Final payment is due within 15 days after completion of our work.
- 4.8. This quotation is based on **current labor and material costs** and is subject to availability of crew and equipment. It must be accepted in writing within **Thirty (30) days** of proposal date, after which time, we reserve the right to modify or withdraw it



# EBSARY

## foundation company

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- 4.9. All unforeseen and additional work (items not specified on this proposal) will be paid in addition to the quoted proposal price and will be paid on a mutually agreed upon lump sum or time and material basis.
- 4.10. Payments not received within the terms described above will accrue interest at 1.5% per month.
- 4.11. Ebsary Foundation Company reserves the right to:
  - 4.11.1. Review the construction schedule and contract upon award.
  - 4.11.2. Defer or cancel any quotes or accepted orders in the event that Ebsary becomes delayed or prevented from performing due to shortages or allocations of materials. In the event of a delay or cancellation resulting from shortages or allocations of materials, Ebsary shall not be liable for any damages incurred as a result of any such delay or cancellation.
  - 4.11.3. Cease and desist all work and demobilize off site, at the cost of the owner/general contractor if progress payments are not received within 30 days of the invoice.

### 5. BASE BID QUOTE

*Ebsary's Price to Perform the Work:*

EMERGENCY WORK BID BASE PRICING					
Item	Description	Est	Unit	Unit Price	Total
10	Permanent Bridge Repairs	1	LS	\$ 315,000.00	\$ 315,000.00
20	Protective Dolphin	3	EA	\$ 44,500.00	\$ 133,500.00
<b>TOTAL:</b>					<b>\$ 448,500.00</b>

ADDITIONAL ITEMS					
Item	Description	Est	Unit	Unit Price	Total
100	Performance & Payment Bond			1.5 %	
110	Standby / Delay			\$ 1,500.00 / HR	
120	Unplanned Mobilization			\$ 25,000 / LS	

We appreciate the opportunity to quote this project. If you should have any questions, please contact the undersigned at your convenience.

Very Truly Yours,  
**EBSARY FOUNDATION COMPANY**

Matthew J. Shiring, P.E.  
Vice President