



Crawford Global Technical Services

101 Marketside Avenue
Suite 404-138
Ponte Vedra, FL 32081
904-386-2480

Insured: P.R.M.- City of Key West Bridge
Property: Fleming Key Bridge
Key West, FL 33040
Business: 1300 White Street
Key West, FL 33040

Business: (305) 809-3811

Claim Rep.: Bill Stewart
Business: 101 Marketside Av. Suite 404-138
Ponte Vedra, FL 32081

Business: (904) 386-2480

Estimator: Bill Stewart
Business: 101 Marketside Av. Suite 404-138
Ponte Vedra, FL 32081

Business: (904) 386-2480

E-mail: wrstew@us.crawco.com

Claim Number: 6730-3468456

Policy Number: MULTIPLE

Type of Loss: Collision

Coverage	Deductible	Policy Limit
Other Structures	\$0.00	\$500,000.00

Date Contacted: 7/24/2019

Date of Loss: 4/27/2019

Date Inspected: 1/10/2020

Date Received: 7/23/2019

Date Entered: 1/21/2020 3:06 PM

Price List: FLKW8X_JAN20
Restoration/Service/Remodel

Estimate: KEY-WEST-BRIDGE

Branch-File#: 6730-3468456

Client Name: Public Risk Management

NOTICE: This is a repair estimate only. The insurance policy may contain provisions that will reduce any payments that might be made. This is not an authorization to repair. Authorization to repair or guarantee of payment must come from the owner of the property. No adjuster or appraiser has the authority to authorize repair or guarantee payment. The insurer assumes no responsibility for the quality of repairs that might be made.



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KEY-WEST-BRIDGE

DIRECT COSTS

DESCRIPTION	QTY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
<u>OTHER STRUCTURES</u>						
1. Install Terramar Environmental Charges per Invoice KW AUG 2019	1.00	IN 7,500.00	0.00	7,500.00	(0.00)	7,500.00
2. SWFTMD ERP Permit Fee	1.00	IN 250.00	0.00	250.00	(0.00)	250.00
Other Structures Totals:			0.00	7,750.00		7,750.00
Totals: DIRECT COSTS			0.00	7,750.00	0.00	7,750.00

Engineering

DESCRIPTION	QTY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
<u>OTHER STRUCTURES</u>						
3. Artibus Design Engineering Contract	1.00	BD 74,520.00	0.00	74,520.00	(0.00)	74,520.00
Other Structures Totals:			0.00	74,520.00		74,520.00
Totals: Engineering			0.00	74,520.00	0.00	74,520.00

Temporary Repairs

DESCRIPTION	QTY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
<u>OTHER STRUCTURES</u>						
4. Temporary Repairs Ebsary Foundations as approved by Envista	1.00	BD 317,000.00	0.00	317,000.00	(0.00)	317,000.00
Other Structures Totals:			0.00	317,000.00		317,000.00
Totals: Temporary Repairs			0.00	317,000.00	0.00	317,000.00

Permanent Repairs

DESCRIPTION	QTY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
<u>OTHER STRUCTURES</u>						



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CONTINUED - Permanent Repairs

DESCRIPTION	QTY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
5. Permanent Repairs Ebsary Foundations as approved by Envista	1.00	BD 315,000.00	0.00	315,000.00	(0.00)	315,000.00
Other Structures Totals:			0.00	315,000.00		315,000.00
Totals: Permanent Repairs			0.00	315,000.00	0.00	315,000.00
Area Other Structures Total:			0.00	714,270.00		714,270.00
Line Item Totals: KEY-WEST-BRIDGE			0.00	714,270.00	0.00	714,270.00



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Summary for Other Structures

Line Item Total	714,270.00
Replacement Cost Value	\$714,270.00
Less Amount Over Limit(s)	(214,270.00)
Net Claim	\$500,000.00

Bill Stewart



Crawford Global Technical Services

101 Marketside Avenue
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Recap by Room

Estimate: KEY-WEST-BRIDGE

DIRECT COSTS	7,750.00	1.09%
Engineering	74,520.00	10.43%
Temporary Repairs	317,000.00	44.38%
Permanent Repairs	315,000.00	44.10%
<hr/>		
Subtotal of Areas	714,270.00	100.00%
<hr/>		
Total	714,270.00	100.00%



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Recap by Category

Items	Total	%
PERMITS AND FEES	82,270.00	11.52%
STEEL COMPONENTS	632,000.00	88.48%
Subtotal	714,270.00	100.00%

Name	Account Name	ACH Id	Amount	Account Number	Account Type	Routing Number	Email Address
	PROACTIVE SYNDICATE IN	V0011374	\$3,000.00	[REDACTED]	Checking	[REDACTED]	
	PTP INVESTMENTS LLC	V0010901	\$449.00	[REDACTED]	Checking	[REDACTED]	
	REPORTING SYSTEMS INC	V0010579	\$5,643.00	[REDACTED]	Checking	[REDACTED]	
	RING POWER CORP/DBA LI	V0009634	\$72,738.00	[REDACTED]	Checking	[REDACTED]	
	SOUTHERNMOST HOCKEY CL	V0001527	\$7,000.00	[REDACTED]	Checking	[REDACTED]	
	SYNCHRONY BANK/AMAZON	V0004767	\$333.92	[REDACTED]	Checking	[REDACTED]	
	TERMINIX INTER. CO LTD	V0009792	\$82.00	[REDACTED]	Checking	[REDACTED]	
	TERRAMAR ENVIRONMENTAL	V0008259	\$7,750.00	[REDACTED]	Checking	[REDACTED]	
	THE SHERWIN-WILLIAMS C	V0000598	\$184.60	[REDACTED]	Checking	[REDACTED]	
	TOTAL COMPLIANCE NETWO	V0001733	\$1,139.00	[REDACTED]	Checking	[REDACTED]	
	TRANSUNION RISK & ALTE	V0010057	\$300.00	[REDACTED]	Checking	[REDACTED]	
	VERIZON WIRELESS SVCS	V0006314	\$96.40	[REDACTED]	Checking	[REDACTED]	



Terramar Environmental Services, Inc.
1241 Crane Boulevard
Sugarloaf Key, Florida 33042
(305) 393-4200 terramar.env@gmail.com

INVOICE

INVOICE # KW AUG 2019

DATE: AUGUST 1, 2019

City of Key West
Accounts Payable
P.O. Box 1409
Key West, FL 33041

Fleming Key Bridge Wastewater Pipe Damage
Permitting

P.O. # 089348

P.O. Date: 5/11/2019

✓ ASG
pay + close

DESCRIPTION	AMOUNT
FDEP, USACE & FKNMS Permitting: Prepare permit applications to FDEP, USACE and FKNMS for the temporary shoring, demolition and replacement of utility support pilings at the Fleming Key Bridge. Coordinate with agencies to obtain permits for repairs and replacement structures. City to provide all required plans and surveys. City responsible for all application fees / mitigation fees and any costs not identified in this proposal. Invoice on completion of project.	\$7,500.00
SFWMD Application Fee	\$250.00
TOTAL PAYMENT DUE	\$7,750.00

Make all checks payable to Terramar Environmental Services, inc.

Thank you for your business!



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Receipt No. 125387

RECEIPT

Philip Frank
1241 Crane Blvd
Sugarloaf Key, FL 33042

Project Name				Application	
City of Key West / Fleming Key Bridge Repair				190513-1413	
Revenue Account No.		Application Type		Fee	
462500		ERP General Permit New		\$250.00	
Date	Payer	Transaction Type	Payment Method	Ref.	Amount
5/23/2019	Philip Frank	Payment-Accept	CC	9999	\$250.00
				Balance Due	\$0.00

Processed By: Elena Klimenko
Date: May 24, 2019



Terramar Environmental Services, Inc.
1241 Crane Boulevard
Sugarloaf Key, Florida 33042
(305) 393-4200 terramar.env@gmail.com

Scope of Services and Cost Proposal

Date	May 2, 2019
Client	John Paul Castro, Director, Utilities Department City of Key West 201 William Street Key West, FL 33040
Project	Fleming Key Bridge, Wastewater Pipeline Damage, FDEP, USACE & FKNMS Permitting.
Scope of Services	FDEP, USACE & FKNMS Permitting: Prepare permit applications to FDEP, USACE and FKNMS for the temporary shoring, demolition and replacement of utility support pilings at the Fleming Key Bridge. Coordinate with agencies to obtain permits for repairs and replacement structures. Task to include all application materials and deliverables. Project plans and documentation provided by City.
Cost	Fixed cost = \$7,500.00 (60 hours @ \$125.00 / hr)
Terms	Client to provide all required plans and surveys. City responsible for all application fees / mitigation fees and any costs not identified in this proposal. Invoice on completion of project.
Schedule	TBD



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

MEMORANDUM

TO: Jim Scholl, City Manager
Cc: Greg Veliz, Asst. City Manager
FROM: John Paul Castro, Utilities Director
DATE: August 27, 2019

SUBJECT: Approving a Task Order from Artibus Design, Engineering, and Planning for the Design of Permanent Repairs to Fleming Key Bridge

Action statement:

This resolution would approve a task order from Artibus Design, Engineering, and Planning for the design of permanent repairs to the Fleming Key Bridge that was struck by a Barge in the amount of \$74,520.00

Purpose and Justification:

On April 22nd a barge navigating Fleming Key Cut lost control and collided with the City's utility bridge which supports the City's two influent force mains as well as the treatment plants electric and water.

The impact compromised one of the two pilings and slightly cracked the other. The City engaged Artibus Design, a local structural engineering firm, and started to design a repair the morning of April 23rd.

The emergency declaration was issued pursuant to code of ordinances 2-797 (2) emergency procurement where the City Manager may make emergency procurements 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.

The proposal from Artibus Design includes sub consultant High Spans Engineering, Inc., a Florida engineering firm specializing in bridge construction. The tasking included engineering stabilization and inspection.

The tasking is pursuant to general engineering consultant contract, resolution 17-207. Staff found the cost and effort reasonable for the required design.

Financial Impact:

Key to the Caribbean – Average yearly temperature 77° F.

Funds for the project will be paid out of fund 401-3504-535-6500, Sewer/WWTP/CIP, project number SE35041904. A budget transfer from reserves will be required. The City is in the process of working with the responsible party's insurance and our legal department to subrogate costs.

Recommendation:

Staff recommends approving the task order from Artibus Design, Engineering, and Planning for the permanent repair of the Fleming Key utility bridge in the amount of \$74,520.00



ARTIBUS DESIGN

ENGINEERING AND PLANNING

Task Order #1909

Structural Engineering Design Services

**Permanent Repairs to Damaged Bridge Pier
Safety Improvements to all unprotected bridge piers**

Fleming Key Utility Bridge, Key West, FL 33040

Prepared for

City of Key West Utilities Department

July 22, 2019

By:

**Artibus Design LLC,
3706 N Roosevelt Blvd, Suite i-208
Key West, FL 33040**

PAGE 1 OF 7

3706 N. ROOSEVELT BLVD,
SUITE I-208
KEY WEST, FL 33040

(305) 304-3512
INFO@ARTIBUSDESIGN.COM
WWW.ARTIBUSDESIGN.COM

FLEMING KEY UTILITY BRIDGE – PHASE 2, CITY OF KEY WEST
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ARTIBUS DESIGN

ENGINEERING AND PLANNING



City of Key West Areal Map



Location Map

PAGE 2 OF 7

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FLEMING KEY UTILITY BRIDGE – PHASE 2, CITY OF KEY WEST



ARTIBUS DESIGN

ENGINEERING AND PLANNING

Project Description:

Utility bridge support was temporary stabilized during phase 1 of the project. Using steel piles and beams as shown on Figures 1 and 2. The stabilization is a temporary measure to prevent a failure of the utility bridge and allow normal use of both vehicular bridge and nautical traffic under the bridge. Permanent replacement of the pier is needed – by replacement of damaged elements, installation new piles, pile cap and pipe supports together with removal of all temporary steel columns and beams.

Also, the proposal include design of protective pile groups in front of existing utility bridge piers (east side only) – so called “dolphins” – similar to existing protecting only middle span of the bridge. All spans under the bridge are used for navigation and all locations are subjected to vessel impact risk. Current design has insufficient structural redundancy for such loads and requires protective measures to minimize the risks of costly damage or even failure.



Figure 1. Front view of temporary stabilization of damaged pier. (looking westward)



Figures 2. Side view of temporary stabilization.

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FLEMING KEY UTILITY BRIDGE – PHASE 2, CITY OF KEY WEST



ARTIBUS DESIGN

ENGINEERING AND PLANNING

This task order includes a specialty engineer services for utility and vehicular bridge design and calculations together with our construction administration, inspections and coordination services.

Please note that environmental permitting (ACOE, FDEP, NOAA) permitting is not included into this proposal and shall be addressed directly by the client with his environmental permitting contractor (tentatively Terramar Environmental or others).

Artibus Design LLC is pleased to present this engineering service proposal for the scope described below.

Scope of work:

Task 1. Coordination of Specialty Engineer, site meetings, measurements of existing components.

1.1 Coordinate with specialty engineer with preliminary design of the permanent supports. Coordinate with potential contractors for constructability comments.

1.2 Measure any existing components of the bridge and provide to specialty engineer.

Task 2. Specialty Engineer bridge design.

2.1 See Appendix "A" for HighSpans Engineering, Inc with fee proposal.

Task 3. Review of the design drawings and reports.

3.1 Review of the progress and final drawings and calculation reports for completeness and coordination with on-site conditions. (Please note the Specialty Engineer of Record is responsible for structure adequacy meeting current design loads).

Deliverables:

1. Up to five (5) site visits, participation in meetings and conference calls for field co-ordinations, inspections etc.

2. Preliminary design options and final design for permanent support structure.

3. Preliminary design options and final design for bents protection (dolphins).

4. Inspections of the stabilization installation

5. Final certification of the permanent repair.

Assumptions:

1. City will provide any available documents related to the original construction and improvements (if available).

2. City will provide full and unrestricted access to the property during normal work hours Monday-Friday 7 am till 5 pm.

3. It is understood that the work may be terminated at the end of any task, if the City deems necessary.



ARTIBUS DESIGN

ENGINEERING AND PLANNING

Cost of Work:

The proposed total lump sum fee for this scope of work shall be: **\$74,520.00**

Task 1. Coordination of Specialty Engineer, site inspections, evaluations, measurements, meetings, review and coordination of preliminary designs.

Structural Engineer (P.E.):	40 hours @ \$150.00/hr	\$6,000.00
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Task 2. Specialty Engineer bridge design.

HighSpans Engineering, Inc. Proposal # 056.02 (Hourly Not to Exceed)	\$65,000.00
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Task 3. Review of the final design drawings and reports.

Structural Engineer (P.E.):	20 hours @ \$150.00/hr	\$3,000.00
Clerical	8 hours @ \$65.00/hr	\$520.00



ARTIBUS DESIGN

ENGINEERING AND PLANNING

Schedule of Hourly Rates (Per Approved Contract)

Title or work description	Hourly Rate
Licensed Professional Engineer (P.E.)	\$150.00
Project Manager	\$130.00
Certified Engineer Intern (E.I.)	\$110.00
Structural Inspector (non P.E.)	\$110.00
Expert Witness (Legal)	\$350.00
Inspector (non P.E.)	\$90.00
Engineering Technician	\$85.00
Drafting Technician	\$85.00
Clerical	\$65.00

Schedule of Reimbursable Expenses

Item description	Rate
Large Format Prints (Arch-D, 24"x36") Color	\$35.00/Each
Large Format Prints (Arch-D, 24"x36") Black&White	\$15.00/Each
Prints (Tabloid, 11"x17") Color	\$5.00/Each
Prints (Tabloid, 11"x17") Black&White	\$0.75/Each
Prints (8.5"x11") Color	\$0.50/Each
Prints (8.5"x11") Black&White	\$0.25/Each
Binding Large Format	\$50.00/Each
Binding Tabloid and Letter Format	\$20.00/Each
Mailing and Shipping Expenses	Cost + 20%
Travel Expenses (outside Monroe County)	Cost + 20%
Misc. (Discs, Flash Drives, etc.)	Cost + 20%

Client:
Signature _____ Date _____
James K. Scholl
City Manager

By: Serge Mashtakov
Signature _____ Date 07/22/2019
Serge Mashtakov, PE
President, Artibus Design LLC



ARTIBUS DESIGN

ENGINEERING AND PLANNING

Appendix "A"
HighSpans Engineering, Inc
Proposal #: 056.02
(see attached)

Project Proposal - Task Work Order




2121 MCGREGOR BLVD. - STE 200
FT. MYERS, FL 33901
OFFICE: 239.433.3000
FAX: 888.449.2462

CLIENT NAME:	Artibus Design	DATE:	07/19/19
ATTN:	Serge Mashtakov, PE	EMAIL:	Serge@ArtibusDesign.com
CLIENT ADDRESS:	3706 N. Roosevelt Blvd, Suite I-208 Key West, FL 33040	PHONE:	(305) 304-3512
PROJECT NAME:	Fleming Key Pier Emergency Repairs		
LOCATION:	Key West, FL	HEI CLIENT #:	056
OWNER:	City of Key West	PROPOSAL #:	056.02
SUBMITTED BY:	Vince Zaliauskas, PE	239.443.7010	VinceZ@HighSpans.com

SCOPE OF SERVICES	DUE
<p>Design and detailed plans for: Fleming Key Pier</p> <p>Task 1: Design and plans for the permanent concrete bent or bent replacement. Configuration will be a four-pile bent with concrete "table top" cap supporting the saddles to support the forcemain. Design shall be in accordance with FDOT Structures Design Guidelines and AASHTO LRFD Bridge Design Specifications 7th Ed. Variances from the design code to accommodate the site-specific conditions will be outlined in writing. The scope also includes details for protection of the other bents with pile cluster (dolphin). There may be some uncertainty in the bent protection design, so we have accounted for that in the fee. Prepare exhibits for permit applications (by other). Show SWPPP requirements during construction. Provide details for attachment of the forcemain and coordination with other utilities.</p> <p>Task 2: Post Design Services for Task 1 (above) is included with this scope. Deliverables include review of shop drawings, RFIs, and production of record drawings.</p> <p>Task 3: Six (6) site visits for the purposes of field measurement and evaluation, progress, and final inspection.</p>	TBD

FEES AND PAYMENT TERMS
\$65,000 Not To Exceed – Progress Invoices due 30 days from invoice date. See General Conditions.

GENERAL CONDITIONS
By accepting this Proposal, the Terms on this page and HighSpans Engineering, Inc.'s General Conditions, attached, are incorporated herein by reference. If after progress submittal, revisions are required which are necessary because of inaccurate information provided by the Client, revision fees may apply. If after 60% submittals, revisions are required due to concept changes, revision fees will apply. Additional S/S fees will apply.

ACCEPTANCE			
HighSpans Engineering, Inc., by:		Artibus Design, by:	
			
Vincent A. Zaliauskas, PE, SECB	7/19/19	Name	Date
President & Principal Engineer		Title	

GENERAL CONDITIONS

PAYMENT – Payment shall be due within **30 days after date of Invoice**. Interest at the rate of 12% per annum (or the highest rate allowable by law) from 30 days after date of invoice to date payment is received will be added to all amounts not paid within 30 days after date of invoice. All attorney fees and expenses associated with collection of past due invoices will be paid by Client. Failure to timely pay any HighSpans Engineering, Inc.'s (HighSpans) invoice shall constitute a waiver of any and all claims against HighSpans. If payment of any HighSpans invoice is not paid within 60 days of invoice submittal date, HighSpans reserves the right to cease performing work, including submitting previously completed work, on any Client projects until payment on outstanding invoices is made in full.

RIGHT-OF-ENTRY – Unless otherwise agreed, Client will furnish right-of-entry on the property for HighSpans to make the planned inspections or materials sampling. HighSpans will take reasonable precautions to minimize damage to the property caused by its equipment and sampling procedures, but the cost of restoration or damage which may result from the planned operations is not included in the contracted amount. If client desires HighSpans to restore the property to its former condition, HighSpans will accomplish this and add the cost to its fee.

DAMAGE TO EXISTING MAN-MADE OBJECTS – It shall be the responsibility of the Client or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests, sampling, or boring locations. In addition, Client waives any claim against HighSpans arising from any damage to existing man-made objects.

WARRANTY AND LIMITATION OF LIABILITY – HighSpans shall perform services for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or a similar locality as the project. In the event any portion of the services fails to comply with this warranty obligation and HighSpans is promptly notified in writing prior to two months after completion of such portion of the services, HighSpans will re-perform such portion of the services, or if re-performance is impractical, HighSpans will refund the amount of compensation paid to HighSpans for such portion of the services.

INDEMNIFICATION – In consideration of the first One Hundred and No/100 Dollars (\$100.00) to be paid hereunder and to the fullest extent permitted by law, Subconsultant agrees to indemnify, hold harmless and defend HighSpans and its agents, servants and employees, from and against any and all claims, costs, expenses, damages, or liability (including reasonable attorneys' fees and costs of defense) caused by, attributable to, arising out of, or resulting from Subconsultant's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its sub-subconsultants, agents, servants and employees. Subconsultant is not obligated to indemnify HighSpans in any manner whatsoever for HighSpans' own negligence. Subconsultant's monetary limitation under this indemnity provision shall be limited to the sum of One Million and No/100 Dollars (\$1,000,000.00) per occurrence. The parties agree that the foregoing sum bears a reasonable relationship to this Agreement. The indemnity provision shall be considered a material part of the specifications governing Subconsultant's performance under this Agreement. This indemnity provision is intended to comply with Florida laws on indemnity and, specifically, to comply with Sections 725.06 and 725.08, Florida Statutes, and is to be interpreted in such manner as to be enforceable.

LEGAL JURISDICTION – The parties agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in Ft. Myers, Lee County Florida. All causes of action, including but not limited to actions for indemnification, arising out of HighSpans' work shall be deemed to have accrued and the applicable statutes of limitation shall commence to run not later than either the date of substantial completion of the Work for acts or failures to act occurring prior to substantial completion, or the date of issuance of HighSpans final invoice for acts or failures to act occurring after substantial completion of the Work.

TERMINATION – This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms herein by the other party through no fault of the terminating party. If this Agreement is so terminated, Client shall pay HIGHSPANS compensation for work satisfactorily completed up to date of termination and upon receipt of the work by Client. HighSpans may terminate this agreement for convenience. In the event of termination or suspension of the Prime Contractor, the Client shall pay HighSpans for the work accomplished up to the date of termination or suspension upon receipt of the work by the Client.

DISPUTE RESOLUTION – If a dispute arises out of or relates to this contract, or the breach thereof, the parties will attempt to settle the matter through amicable discussion. If no agreement can be reached the parties agree to use mediation before resorting to a judicial forum. The cost of a third-party mediator will be shared equally by the parties. In the event of litigation, reasonable costs and attorneys' fees will be awarded to the prevailing party.

ENTIRETY OF AGREEMENT – This Agreement and any attachment listed herein embody the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of the Agreement shall be valid unless made in writing signed by both parties hereto.

PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, INDIVIDUAL EMPLOYEES OR AGENTS OF HIGHSPANS ENGINEERING, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THE PROFESSIONAL SERVICES INCLUDED IN THIS CONTRACT. HIGHSPANS ENGINEERING, INC. MAINTAINS PROFESSIONAL LIABILITY INSURANCE AS SHOWN ON THE CERTIFICATE OF INSURANCE PROVIDED TO THE CLIENT.

Attachments: _____ None _____



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

April 29, 2019

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

Attn: John Paul Castro

RE: FLEMING KEY UTILITY BRIDGE EMERGENCY TEMPORARY REPAIR
Key West, Florida

Mr. Castro;

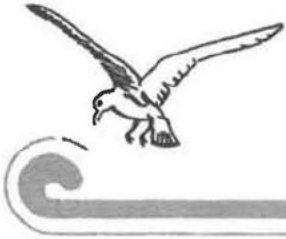
Ebsary Foundation Company is pleased to submit our **CONTRACT PROPOSAL** for the installation of the emergency force main utility supports for the above referenced project. The proposed scope of work is based on the preliminary concept drawings provided by High Spans Engineering, Inc., provided on 4/29/2019. The final contract price for the proposed work is subject to final scope of work modification.

1. BASE BID SCOPE OF WORK

Utility Shoring

- 1.1. **Mobilization** of equipment, manpower, supervision and materials to the project site as follows;
 - 1.1.1. Mobilization and Demobilization of Marine based equipment, to include all necessary barges, boats and incidental equipment to install the shoring as outlined below
 - 1.1.2. Mobilization and Demobilization of Marine based equipment, to include all necessary barges, boats and incidental equipment to remove the shoring as outlined below
- 1.2. **Force Main Pipe Shoring**, as follows;
 - 1.2.1. Furnish and Install two each temporary pipe supports spaced approximately 10-15ft from the existing damaged pipe support cap. The pipe supports shall each consist of two each 50'-60' H-pile with a simply supported steel cross beam to carry the pipe load and timber pipe cradles to support the pipe.
 - 1.2.2. Removal of temporary pipe supports after permanent repairs are complete
 - 1.2.3. UNIT Pricing Provided to Furnish & Install by-pass pipes for the 6" and 8" water lines, as required to perform the scope for work. By-pass pipe shall be PVC water line. Bacteriological testing and flushing are not included.
 - 1.2.4. Budget Additional UNIT Pricing is provided to reinstall the waterlines back to original alignment. The final price for this scope of work is dependent upon the final materials required to finish the work.

Incorporated 1930



EBSARY

foundation company

Fleming Key Utility Emergency Temporary Repair
April 29, 2019

1.3. ***Pier Demolition***, as follows

- 1.3.1. Demolition Work to be performed concurrently with Force Main Pipe Shoring. Separate Mobilization is not included.
- 1.3.2. Furnish & Install Temporary Supports to Support Concrete Cap During Demolition
- 1.3.3. Sawcut and remove Existing Piling to Mudline.
- 1.3.4. Remove existing pile cap in its entirety.
- 1.3.5. Removal of temporary supports.
- 1.3.6. Disposal of all demolition spoils.

2. **INCLUSIONS**

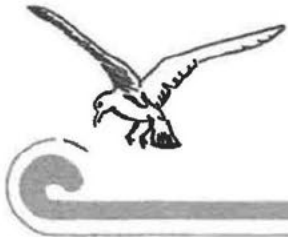
Items Provided By Ebsary

- 2.1. Ebsary Foundation Co., Inc. ('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. Temporary lighting on shoring piling.
- 2.5. Required submittals for Ebsary's scope of work.
- 2.6. Florida Trench Safety Act and OSHA required fall protection.
- 2.7. Removal of all materials after work is complete
- 2.8. Work Schedule Monday to Friday 7 am to 5 pm (Ebsary reserves the right to work Saturdays for make-up days)
- 2.9. Maintenance of Traffic as required.
- 2.10. Insurance as follows:
 - 2.10.1. Workman's Compensation and Employer's liability Insurance within the State of Florida's Limits.
 - 2.10.2. USL&H Coverage
 - 2.10.3. Comprehensive General Liability Insurance: \$2 million combined single limit.
 - 2.10.4. 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



EBSARY

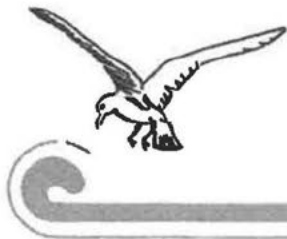
foundation company

Fleming Key Utility Emergency Temporary Repair
April 29, 2019

- 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, 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. Cast in place Concrete, All Permanent Repairs
- 3.11. Waterline Flushing or Inspection
- 3.12. Divers and Underwater work
- 3.13. Maintenance, installation, removal, or temporary 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 Piling
- 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. Temporary services, to include, shore power, office trailers, etc.
- 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 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. This proposal is based on 100% salvage and return of all shoring materials.
- 4.3. Owner to allow Ebsary to restrict bridge traffic to one lane when required.
- 4.4. Owner shall be responsible for shutting off water service for each waterline relocation.
- 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.



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Fleming Key Utility Emergency Temporary Repair
April 29, 2019

- 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
- 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	Material Procurement	1	LS	\$ 22,000.00	\$ 22,000.00
20	F&I Temporary Shoring (No Utility Work)	1	LS	\$ 185,000.00	\$ 185,000.00
TOTAL:					\$ 207,000.00

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	
130	Temporary Relocation of Waterlines			\$ 25,000 / LS	
140	Reinstallation of Waterlines (BUDGET)			\$ 25,000 / LS	
160	Existing Pier Demolition & Disposal			\$ 110,000.00 / LS	



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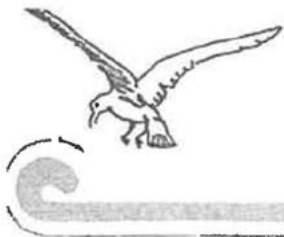
Fleming Key Utility Emergency Temporary Repair
April 29, 2019

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

A handwritten signature in dark ink, appearing to read "Matt Shiring", with a stylized flourish at the end.

Matthew J. Shiring, P.E.
Vice President



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;

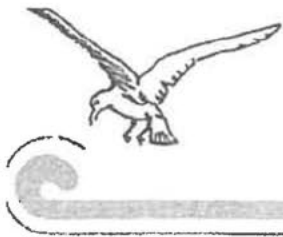
Ebsary Foundation Company is pleased to submit our **CONTRACT PROPOSAL** for the installation of the permanent force main utility supports and protective dolphins for the above referenced project. The proposed scope of work is based on the preliminary design drawings provided by High Spans Engineering, 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



Fleming Key Utility Permanent Repair
December 19, 2019

- 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

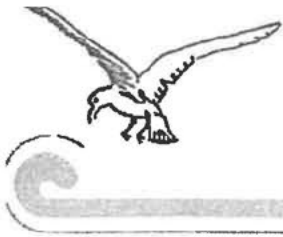
Items Provided By Ebsary

- 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,



EBSARY

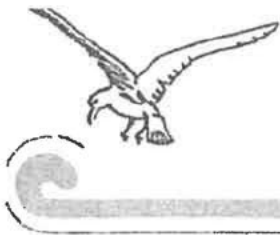
foundation company

Fleming Key Utility Permanent Repair
December 19, 2019

- 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 2nd, 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 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

Fleming Key Utility Permanent Repair
December 19, 2019

- 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.
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- 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
TOTAL:					\$ 448,500.00

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