



THE CITY OF KEY WEST

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

EMERGENCY DECLARATION

To: Jim Scholl, City Manager

From: John Paul Castro, Utilities Director

Effective Date: April 29, 2019

Action Statement: Request the City Manager Jim Scholl approve the emergency repair proposal from Ebsary Foundation Company to Stabilize the Utilities Crossing Fleming Key Cut and Demolish the Damaged Utility Bridge System in an amount not to exceed \$351,755.00

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 22nd 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 has also required the federal channel to be closed to vessel traffic which is being patrolled by USCG, KWPD, and FWC. The urgency to stabilize the utilities and damaged bridge pier is extremely important due to the cost of deployed assets, rerouting of marine traffic, and risk of complete failure of the force mains.

The bridge sections are made of 2 concrete pilings and bent cap that cradle the force mains. The barge completely compromised the east piling and shifted the bridge system toward the vehicle bridge cracking the west piling.

Artibus Engineering was tasked on April 23rd to initiate a design to construct shoring for the utilities.

Ebsary Foundation Group is currently mobilized at Fleming Key, under contract by the Navy. After multiple successful contracts with the City and the proximity of their

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

MEMORANDUM

equipment the City reached out to Ebsary who committed to responding to the emergency. Ebsary has worked with the prime and sub engineer for the project to plan the most expedient repair and demo from day one.

Attached is a proposal from Ebsary to stabilize the utility span and demolish the damaged utility bridge section. The proposal includes mobilization, force main pipe shoring, pier demolition, and all equipment, labor, and materials necessary to complete the work.

The proposal for the work described totals \$321,755.00.

Material Procurement	\$22,000.00
Temporary Shoring	\$185,000.00
Existing Pier Demolition	\$110,000.00
Performance and Payment Bond @ 1.5%	\$4,755.00
Total	\$321,755.00

Due to the nature of the project and rush to complete design City staff is requesting and \$30,000.00 contingency to be used only for unforeseen conditions. The contingency will bring the total to \$351,755.00.

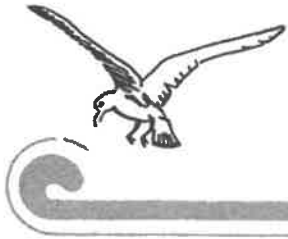
City staff has reviewed the proposal and compared to recent past marine construction work and believes the cost to be fair and reasonable.

Recommendation:

Utilities request City Manager Jim Scholl approve the proposal from Ebsary Foundation Company dated April 29th, 2019 for the shoring of Fleming Key utilities and demolition of the damaged utility bridge pier in an amount not to exceed \$351,755.00


City Manager Signature


Date



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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;

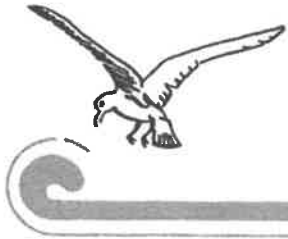
Ebsary Foundation Company is pleased to submit our **CONTRACT PROPOSAL** for the installation of the emergency force main utility supports for the above referenced project. The proposed scope of work is based on the preliminary concept drawings provided by High Spans Engineering, Inc., provided on 4/29/2019.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

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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

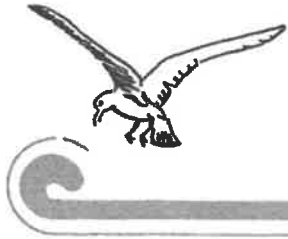
Items Provided By Ebsary

- 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



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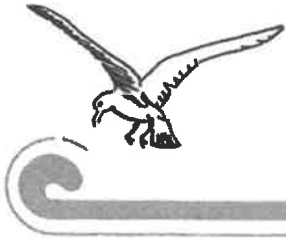
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Fleming Key Utility Emergency Temporary Repair
April 29, 2019

- 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., except 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

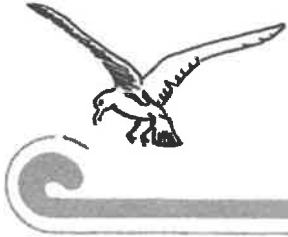
- 4.8. This quotation is based on **current labor and material costs** and is subject to availability of crew and equipment. It must be accepted in writing within **Thirty (30) days** of proposal date, after which time, we reserve the right to modify or withdraw it
- 4.9. All unforeseen and additional 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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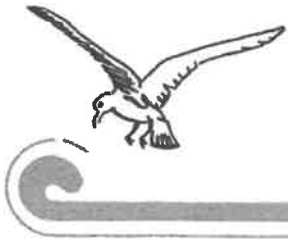
Fleming Key Utility Emergency Temporary Repair
April 29, 2019

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 black ink, appearing to read "Matt Shiring". The signature is fluid and cursive.

Matthew J. Shiring, P.E.
Vice President



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Fleming Key Utility Emergency Temporary Repair
April 29, 2019

TERMS AND CONDITIONS

WORK: Ebsary Foundation Co., Inc. ("Ebsary") agrees to perform the work and furnish such materials, equipment and labor as specified within the scope of its work outlined herein and unless otherwise specified, as is customary. Customer acknowledges that it has supplied to Ebsary all applicable documents, plans and specifications necessary for Ebsary's work. To the extent of any conflict between the terms for Ebsary's work and the terms of Customer's work for the Owner, then the terms most favorable to Ebsary will prevail. Customer agrees to provide timely notice to Ebsary of any site conditions which may impact Ebsary's work.

PAYMENT: Customer agrees to make timely payments to Ebsary as called for herein. It is understood and agreed that any pay when paid provisions, if applicable to Ebsary's work, shall be interpreted as establishing a reasonable time for payment and shall not negate Ebsary's construction lien rights. If payments are not made when due, Customer agrees that Ebsary may halt its work until satisfactory payment arrangements have been made. Ebsary reserves the right to charge a service fee of 1 1/2% per month for late payments. In the event of any action taken, with or without suit, to enforce Ebsary's rights under this agreement, the Customer shall be liable for all costs, including Ebsary's reasonable attorney's fees. Exclusive venue for any action shall be a court of competent jurisdiction in Miami-Dade County, Florida, except in those instances where the action is one to enforce a lien recorded in a different jurisdiction.

WARRANTY: Ebsary agrees that its work shall conform with the specifications, plans and other applicable documents timely provided to it but shall be subject to field conditions beyond its control. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, EBSARY PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. EBSARY WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES AND ANY CLAIM AGAINST EBSARY OR ITS AGENTS, OFFICERS AND EMPLOYEES SHALL BE LIMITED TO THE REPLACEMENT VALUE OF ITS WORK AND ONLY AS TO THE EXTENT SUCH WORK IS FOUND TO BE DEFECTIVE. THIS LIMITATION OF LIABILITY IS EXPRESSLY INTENDED TO APPLY TO ALL TYPES OF CLAIMS, INCLUDING BUT NOT LIMITED TO CLAIMS FOR EBSARY'S OWN NEGLIGENCE.

TERMINATION: Ebsary may terminate its work and this agreement at any time the Customer has defaulted or at any time conditions beyond Ebsary's control, including force majeure events, interfere with or adversely impact Ebsary's ability to perform. The costs of any materials ordered by Ebsary pursuant to this agreement and prior to termination shall be paid by Customer, if such orders are unable to be cancelled. Labor performed and materials installed up to termination shall be paid by Customer to Ebsary plus a sum equal to 20% for Ebsary's overhead and mobilization costs.

INDEMNIFICATION: If any claim is made for damage or injury including death, Customer agrees to indemnify and hold Ebsary harmless from and against such claim and all loss, damage, injury and expense (including reasonable attorney's fees and costs) that Ebsary may sustain when such claim is directly or indirectly based or related to Customer's or its agents' contractors' or employees' grossly negligent, intentional or wrongful acts or omissions. Customer acknowledges that a 1.0% reduction of the price for the work was received in exchange for this indemnification and said indemnification on the part of Customer shall not exceed, per occurrence, either the greater of \$1,000,000 or ten (10) times the total billing from Ebsary to Customer for this work.

DELAYS: Customer shall be responsible for any delay, interference or extra cost with respect to Ebsary's work which is the result of Customer or any and all third parties; Ebsary shall be entitled to both an extension of time to complete its work and issuance of a change order noting a prorata increase in the amount due Ebsary.

MODIFICATIONS: Any modification or change must be in writing and signed by authorized representatives of both parties.

WAIVER: The failure of Ebsary to insist upon strict compliance with any of these terms and conditions, or to exercise any options provided for in the work documents, shall not be constructed to be a waiver or relinquishment of Ebsary's right to thereafter require compliance with these terms and conditions or to therefore exercise such option.

AUTHORITY: It is understood and agreed that the person signing on behalf of Customer has full authority to do so, has read and understood the foregoing terms and conditions, and is authorized to bind the Customer.