



**BLACK & VEATCH**

PROPRIETARY & CONFIDENTIAL

**Black & Veatch Corporation**  
3111 North University Drive, Suite 700, Coral Springs, FL 33065  
P +1 754-229-3051 E [Boterol@bv.com](mailto:Boterol@bv.com)

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Matt Willman  
Utilities Director  
City of Key West  
1300 White Street  
Key West, FL 33040  
Email: [mwillman@cityofkeywest-fl.gov](mailto:mwillman@cityofkeywest-fl.gov)

**Subject: Black & Veatch Proposal for Task Order No. 10 Amendment No. 2 – Richard A. Heyman Environmental Protection Facility Dewatering System Upgrades Engineering Services During Construction**

Dear Mr. Willman:

Black & Veatch (CONSULTANT) is pleased to submit this proposal to the City of Key West Utilities Department (CITY) to provide support for Construction Phase Services Richard A. Heyman Environmental Protection Facility (RAHEPF) Dewatering System Upgrades project.

The CITY has decided to replace the existing belt filter press (BFP) dewatering system at the RAHEPF because it has reached its useful life. Additionally, the CITY would like to improve the dewatering performance to reduce the weight and volume of dewatered cake being transported from the facility for disposal or other types of solids management.

CONSULTANT previously provided detailed design and bidding services for a new BFP system at the RAHEPF under Project No. SE35042006. During the detailed design phase, CONSULTANT developed construction documents for bidding of new BFP system including structural, electrical, and instrumentation and controls modifications to accommodate the new system. CONSULTANT proposes to support this effort as described below.

## **Introduction**

The CITY proposes to engage CONSULTANT, under the General Engineering Services Contract (Contract) (City Of Key West Resolution 17-207 RFQ 17-002 and extended by Resolution 20-142), to provide comprehensive Engineering Services During Construction (ESDC) for the implementation of the new BFP system at the RAHEPF. This effort follows the completed 100% design bid package (design drawings, Bid Form, and technical specifications), which were developed by CONSULTANT in August 2024.

The purpose of this engagement is to ensure that the construction phase is executed in accordance with the approved design documents and project requirements. The CONSULTANT will coordinate and lead a multidisciplinary team to oversee construction activities, respond to contractor inquiries, review submittals, and verify compliance with technical specifications. Additionally, the CONSULTANT will provide guidance on schedule adherence, quality assurance, and resolution of any design-related issues that may arise during construction.

Through these services, the CITY aims to achieve a seamless transition from design to construction, ensuring that the new BFP system is installed efficiently, meets performance objectives, and complies with

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all regulatory and operational standards. CONSULTANT proposes to support this effort as outlined in the following scope of work.

CONSULTANT understands that the CONTRACTOR's total construction project duration will be approximately 15 months from Notice to Proceed (NTP) to Substantial Completion and 16 months to Final Completion. The ESDC services to be provided by CONSULTANT will start approximately 30 days before Construction NTP is issued and will end 30 days after Final Completion. During this time, CONSULTANT will review submittals, reply to Requests for Information (RFIs), Change Orders and Allowances, and attend construction progress meetings.

## **SCOPE OF SERVICES**

### **Task 1: Project Management**

#### **Subtask 1.1 – Project Management**

CONSULTANT shall perform general administrative duties and project management associated with the Project, including project set-up, resource management, progress monitoring, scheduling, general correspondence, office administration, and invoicing, with monthly progress reports. Monthly status reports will be submitted by each month for the term of the Purchase Order (PO).

#### **Subtask 1.2 – Kickoff Meeting**

CONSULTANT will prepare for and attend a project kickoff meeting (KOM) with CITY staff, virtually via MS Teams. The purpose of the KOM is to confirm CITY's goals and objectives, identify roles, responsibilities, and communication protocols for project team members and identify critical success factors.

### **Task 1 Deliverables**

- Monthly Invoices and Progress Reports
- Project Kickoff meeting: Agenda and Meeting Minutes (electronically)

### **Task 2: Construction Administration Services**

To establish the basis for CONSULTANT's compensation, the Construction Administration Services are based on an anticipated construction schedule of 16 months. Any changes to this anticipated construction schedule may result in changes to the scope and may require an adjustment to the Scope of Services and/or CONSULTANT's compensation as approved by the CITY.

Specific construction phase tasks and services to be performed by CONSULTANT are described below.

#### **Subtask 2.1 – Preconstruction Conference**

CONSULTANT shall facilitate a virtual preconstruction conference, with the CONTRACTOR and the CITY. The preconstruction conference will include a discussion of the CONTRACTOR's preliminary schedules, work plan, procedures for transmittal, review, and acceptance of the CONTRACTOR's submittals, processing of payment applications, critical work sequencing, change orders, work change directives, record documents, the CONTRACTOR's responsibilities for safety and first aid, and other administrative items; and will address questions. CONSULTANT will preside over the meeting, will submit meeting notes to the CITY for review and approval, and distribute meeting notes to all parties in attendance at the Preconstruction Conference.

### Subtask 2.1 Deliverables

- Attendance, meeting agenda, and meeting minutes for one pre-construction meeting.

### Subtask 2.2 – Contractor Communication

All contractual written communication regarding scope, schedule and costs with the CONTRACTOR will be authorized by the CITY's Project Manager. Other project and field-related written communications, such as RFIs, Shop Drawings, etc. can be submitted between the CONTRACTOR and CONSULTANT and all written communication of any kind will be copied to the CITY's Project Manager. All major project decisions related to potential design modification, construction schedule extensions, and contract price adjustments must be approved in writing by the CITY.

### Subtask 2.3 – Review Contractor's Schedules

CONSULTANT will receive, review, and comment on the CONTRACTOR's schedules and advise CITY as to the acceptability. This task is based on review of the initial proposed schedule for the project, and monthly updates of the construction schedule, schedule of submittals, and monthly payment applications.

- Construction Schedule – Review of CONTRACTOR's construction schedule will be for general conformity of the construction schedule to the requirements for scheduling as defined in the Construction Contract Documents and to determine if the CONTRACTOR's construction schedule and activity sequence include construction sequencing and any special conditions that are applicable for CITY to keep existing facilities in operation as specified in the Construction Contract Documents. Items to be considered in review of the CONTRACTOR's schedule will include work site restrictions, access restrictions, traffic control restrictions, permitting, and restrictions identified by the CITY in the Construction Contract Documents.
- Schedule of Submittals – Review of CONTRACTOR's schedule of submittals will be for general conformity of the schedule of items of materials and equipment for which submittals are required by the Construction Contract Documents.
- Schedule of Values – Review of CONTRACTOR's schedule of values will be for its acceptability and will indicate only consent to the schedule of values as a basis for preparing applications for progress payments and will not constitute an agreement as to the value of each indicated item.
- Schedule of Monthly Payments –CONSULTANT will receive and review the CONTRACTOR's initial schedule of estimated monthly payments and advise CITY as to its acceptability.

### Subtask 2.4 – Interpretations of Contract Documents

CONSULTANT will issue, with reasonable promptness, written clarifications, or interpretations (which may be in the form of Drawings) of the requirements of the Drawings and Specifications as CONSULTANT may determine necessary, which will be consistent with the intent of and reasonably inferred from the Contract Documents. Such written clarifications and interpretations will be binding on the CITY and the CONTRACTOR. The CONSULTANT's interpretations, draft responses to RFIs, and clarifications will be provided to the CITY.

To establish the basis for CONSULTANT's compensation, a maximum of fifteen (15) Requests for Interpretations (RFIs) will be completed by CONSULTANT for the project.

### Subtask 2.5 – Shop Drawings and Data Submittals

CONSULTANT will receive, review, and accept shop drawings, samples, test forms, test results, and data submitted by the CONTRACTOR as required by the Construction Contract Documents. CONSULTANT's review and acceptance will only be to determine if the items covered by the submittals will, after installation or incorporation into the Work, conform to the requirements in the Contract Documents and are compatible with the design concept of the completed PROJECT as a functioning whole as indicated by the Contract Documents. The shop drawing review by CONSULTANT is not intended to relieve the CONTRACTOR from its responsibility for performance in accordance with the Contract for construction, nor is such review a guarantee that the work covered by the shop drawings is free of errors, inconsistencies, or omissions. The review and acceptance of a separate item as such will not indicate acceptance of the assembly in which the item functions. CONSULTANT will complete the review and respond to submittal items as outlined in the project specifications.

To establish the basis for CONSULTANT's compensation, a maximum of 80 submittals for the project, including resubmittals, are budgeted to be reviewed. Additional submittals may be reviewed by CONSULTANT as an Optional Service. CITY will seek reimbursement from CONTRACTOR for additional submittal reviews performed by CONSULTANT as specified in the Construction Contract Documents. Reviews of submittals will be limited to the review of the first initial submittal and one re-submittal, if required, for each required submittal. Some sections may have several submittals, such as the electrical sections.

### Subtask 2.6 – Monthly Progress Meetings

CONSULTANT will attend bi-weekly progress meetings and coordination meetings with the CITY and the CONTRACTOR when construction is in progress. The purpose of the meetings will be to review and discuss progress of the Work and schedule, submittals, coordination, construction issues, permitting, and other matters concerning the project. CONSULTANT will be responsible for preparing the agenda and preparing and distributing the meeting summary.

To establish the basis for CONSULTANT's compensation, CONSULTANT will attend a maximum of 16 progress meetings, representing one meeting per month when construction is in progress. CONSULTANT's attendance will be limited to two people attending virtually via Teams. CONSULTANT's compensation for this task is based on one hour for each remote attendee plus one additional hour to prepare meeting minutes.

### Subtask 2.7 Deliverables

- Attendance, meeting agenda, and meeting minutes for sixteen (16) 1-hour progress meetings.

### Subtask 2.7 – Evaluation of Claims and Change Order Requests

CONSULTANT will assist CITY in evaluating change order requests (including all work change directives and time extensions) submitted by the CONTRACTOR. CONSULTANT will evaluate the construction cost and schedule impact of each change order request. CONSULTANT will assist with determining a fair price for the Work and evaluating the potential impact of each change order request on the CONTRACTOR's construction schedule. CONSULTANT will review change order requests and cost proposals prepared by the CONTRACTOR for the contemplated work. CONSULTANT will prepare a written recommendation stating the reason for each change order request and recommended action by CITY.

To establish the basis for CONSULTANT's compensation, a maximum of two (2) change order requests will be reviewed. Additional change orders will be provided as Optional Services.

### **Subtask 2.8 – Drawings Conformed to Construction Records**

Upon completion of the project, CONSULTANT shall revise the conformed construction record drawings to certify them.

## **Task 3: Construction Oversight Services**

### **Subtask 3.1 – Site Observations**

CONSULTANT will make one site visit every three (3) months when construction is in progress to review installation of the new equipment. CONSULTANT will visit the site to observe the construction activities for general conformance with the intent of the technical specifications and drawings to assist with resolution of field issues during the PROJECT. CONSULTANT's compensation for this task is based on five (5) site visits, representing one visit per quarter when construction is in progress.

### **Subtask 3.2 – Substantial Completion Inspections**

The CONSULTANT will perform substantial completion inspections when the CONTRACTOR indicates they have reached this stage of the PROJECT. CONSULTANT will prepare a punch list of deficiencies requiring completion or correction. It is assumed that up to three (3) people from CONSULTANT will attend this walk-through. The CONSULTANT will submit to the CITY a statement of substantial completion and the on-going punch list for completion of the work at the site. The CITY shall monitor the CONTRACTOR's progress on completing the punch list.

## **ASSUMPTIONS**

- Some of the engineering services included in this Task Order are directly related to the construction duration currently estimated at 18 months. Additional services that may be required if the construction schedule is extended will be submitted to the CITY for approval.
- There are no known hazardous materials or waste contaminated areas, wetlands, endangered species, or other environmentally sensitive flora or fauna which may require additional engineering efforts during construction.
- This task excludes third party litigation services or expert witness services, if these are required by any third party.
- CITY shall be responsible for construction management activities including daily inspections, review of monthly CONTRACTOR's pay requests, CONTRACTOR's claims and/or other entities/projects/construction work occurring on the site.
- CITY will receive CONTRACTOR's guarantees and bonds that are to be assembled by the CONTRACTOR. CITY will review for completeness in accordance with the construction CONTRACT DOCUMENTS.
- All RFIs and submittals and RFIs by the CONTRACTOR will first be reviewed by CITY and only those items relative to CONSULTANT's design will be forwarded to the CONSULTANT for review.
- Monthly progress payments submitted by the CONTRACTOR will be reviewed for approval by CITY. CONSULTANT will not be responsible for this activity.

- Any additional structural or process mechanical design coming from different conditions assumed during the design phase will be considered as additional services.
- Project Schedule: CITY will utilize the CONTRACTOR's Construction Schedule. CONSULTANT will not be developing or updating any construction schedule.
- CONTRACTOR will be responsible for power delivery to the project site.
- CITY's Operations Department is the only entity authorized to manipulate (open/close) valves, energize or deenergize equipment, shutdown, etc.

## EXCEPTIONS

- CONSULTANT will not review manufacturers' O&M manuals. These CONTRACTOR submittals will be passed to CITY without review.
- CONSULTANT will not be responsible for preparation of O&M manuals or providing plant staff with training of any type, as part of this scope of work.
- CONSULTANT will not develop or update any part of the 3D BIM model with construction record information.
- CONSULTANT will not be responsible for preparation or development of any cost estimates (OPCCs).
- CONSULTANT will not participate in any efforts to secure any permits, including construction permits.
- CONSULTANT will not be responsible for addressing non-technical RFIs and submittals related to the construction contract, administration, schedule, and other items where CONSULTANT's input is not considered required, and the intent of the design is maintained.
- By performing these services, CONSULTANT shall not have authority or responsibility to supervise, direct, or control the CONTRACTOR's work or the CONTRACTOR's means, methods, techniques, sequences, or procedures of construction. Additionally, CONSULTANT shall not have authority or responsibility for safety precautions and programs incident to the CONTRACTOR's work or for any failure of the CONTRACTOR to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the CONTRACTOR furnishing and performing the work.
- The term "Additional Work" indicates work not included in this scope of work.
- CONSULTANT will not provide a resident engineering team that will have continuous presence on site.
- Unanticipated coordination of work with other Design/Construction Packages that require participation of CONSULTANT will be considered Additional Work.
- CONSULTANT will not perform any field testing, material testing, nor any studies on materials or equipment. Additionally, CONSULTANT will not be responsible for payment of any testing or laboratory analysis.

## SCHEDULE

The proposed implementation schedule for the PROJECT is 18 months.

MILESTONE	NUMBER OF CALENDAR DAYS FROM NTP
Task 1 – Project Management	546

MILESTONE	NUMBER OF CALENDAR DAYS FROM NTP
Task 2 – Construction Administration Services	546
Task 3 – Construction Oversight Services	485

Additional schedule milestones for optional items can be developed when selected and mutually agreed upon between the CITY and CONSULTANT.

## BUDGET

Payment for completing the scope of services shall be made based on a lump sum fee in the amount of \$249,975, per Enclosure A.

Black & Veatch appreciates the opportunity to prepare this proposal, and we look forward to working together with the CITY on this important project. If you have any questions or require any additional information, please contact Tammy Martin (Tel: 754-229-3055, email: MartinTM@bv.com) or me (Tel: 954-319-9861, email: BoteroI@bv.com).

Very truly yours,

Black & Veatch Corporation  
Isabel C. Botero, P.E.  
Client Director

Enclosure(s)  
Enclosure A

cc: Steve Gardner  
Sean McCoy

## Enclosure A. Level of Effort



**BELT PRESS FILTER DEWATERING SYSTEM UPGRADE**  
**Amendment No. 2 Engineering Services During Construction**  
**Richard A. Heyman Environmental Protection Facility**

Work Breakdown Structure		Project Director	Senior Project Manager	Sr. Tech. Specialist - Mechanical	Sr. Tech. Specialist - Structural	Sr. Tech. Specialist - Electrical	Sr. Tech. Specialist - I&C	Project Engineer - Civil	Sr. Engineering Technician - CAD	Project Accountant	Project Controls	Total Hours	Labor Cost
Task 1 - Design Services		31	79					18		30	36	194	\$38,365
1.1	Project Management	30	78					16		30	36	190	\$37,500
1.2	Kickoff Meeting	1	1					2				4	\$865
Task 2 - Construction Administration Services		57	188	89	63	63	63	201	78			802	\$183,250
2.1	Preconstruction Conference	1	1					2				4	\$865
2.2	Contractor Communication	20	40	5	5	5	5	40				120	\$27,600
2.3	Review Contractor's Schedules	2	20					20				42	\$8,690
2.4	Interpretations of Contract Documents	8	25	10	10	10	10	25				98	\$23,485
2.5	Shop Drawings and Data Submittals	8	50	50	30	30	30	50				248	\$61,110
2.6	Monthly Progress Meetings	10	16	2	2	2	2	32				66	\$14,270
2.7	Evaluation of Claims and Change Order Requests	4	20	10	4	4	4	16				62	\$14,670
2.8	Drawings Conformed to Construction Records	4	16	12	12	12	12	16	78			162	\$32,560
Task 3 - Construction Oversight Services			24	12		24		36				96	\$21,600
3.1	Site Observations		12			12		36				60	\$12,120
3.2	Substantial Completion Inspections		12	12		12						36	\$9,480
Direct Costs			\$1,690	\$845		\$1,690		\$2,535					\$6,760
	Rental Cars & Gas		\$440	\$220		\$440		\$660					\$1,760
	Travel Costs		\$1,000	\$500		\$1,000		\$1,500					\$4,000
	Hotels		\$250	\$125		\$250		\$375					\$1,000
	TOTAL FEE	\$25,960	\$71,530	\$28,620	\$17,325	\$25,615	\$17,325	\$44,610	\$11,700	\$4,050	\$3,240	1092	\$249,975

NEGOTIATED RATES USED TO DEVELOP THIS FEE\*

\$295.00

\$240.00

\$275.00

\$275.00

\$275.00

\$275.00

\$165.00

\$150.00

\$135.00

\$90.00

\*Per City Of Key West Resolution 17-207 RFQ 17-002 and extended by Resolution 20-142