



November 02, 2023

Mr. Brian M. Singleton, PE, Public Works Director
Public Works Department
City of Gainesville
200 East University Avenue
Gainesville, Florida 32601

RE: Proposal for Construction Engineering and Inspection (CEI) Services **DRAFT**
SE 6th Avenue Extension
SE 20th Street from Hawthorne Road to SE 8th Avenue
Gainesville, Alachua County, Florida

Dear Mr. Singleton:

On behalf of CHW, thank you for the opportunity to provide a proposal for Construction Engineering Inspection (CEI) Services for the **SE 6th Avenue Extension and SE 20th Street from Hawthorne Road to SE 8th Avenue project**. Below, we provide our proposed scope and associated fees for the Construction Engineering and Inspection (CEI) services for the proposed project in the City of Gainesville, Florida. This proposal is based upon our understanding of the project, experience on similar projects, and our preliminary investigation of the project location and existing conditions. On the basis of the above considerations, CHW proposes the following scope of CEI Services:

PROJECT UNDERSTANDING:

Project Description:

The SE 6th Avenue Extension and SE 20th Street from Hawthorne Road to SE 8th Avenue project is a new roadway construction project of approximately ½ of a mile of urban roadway. It is comprised of 2 new streets, A & B. The work to be performed includes major drainage construction (38 stormwater structures, culvert installation ranging from 15" – 30") and the excavation of 2 stormwater ponds.

The new roadway section will include two 12 ft travel lanes, Type F curb and gutter, 6' landscape strip, 10' sidewalk (6" thickness) with ADA curb ramps, and street lighting on a 1:6 backslope. Roadway construction will include 12" stabilized subgrade (LBR40), 8" recycled concrete base (LBR 150), and two structural courses (2" of SP 12.5 & 1" of SP9.5).

The proposed construction will be bound by 4 lots between SR20 (Hawthorne St), SE 21st St., and SE 8th Avenue. Sanitary sewer construction will incorporate 8" PVC main with seven laterals (6") and their associated cleanouts; along with 12 manholes, which run the full length of Street B and the North half of Street A. Proposed water main (8" PVC) and laterals will run the West side of Street A. PVC gas casing will be applied at turnouts as applicable. The finished roadway will include proper striping and signage along the roadway, at intersections and at existing tie-ins. Lighting of roadways (designed with photometric analysis) will be implemented along with landscaping to include plants, shrubs, mulching, irrigation and tree preservation.

Additionally, milling and resurfacing will be performed on SE 6th Ave. (extension from West end of Street B) and at SE 8th Avenue. General roadway improvements will be constructed on SR20 (per FDOT standards).

Based on Bid Documents prepared by CHW on behalf of the City of Gainesville for construction, we understand construction should be complete within 450 calendar days; with a hard milestone of July 1st, 2024 tied to the substantial completion of the north south road from station 18+50 to Hawthorne Road, along with associated utilities, landscaping, lighting, and FDOT ROW improvements-with a final completion milestone of July 30th, 2024.

*Our anticipated fees consider full-time inspection services for the contract duration outlined in bid documents (420 contract days to substantial) and associated support services as the basis for our proposed not-to-exceed fee. Additionally, we have budgeted for supplemental inspection support during paving operations for project **and** plant support. We have estimated approximately 3-weeks for comprehensive paving operations. **Note:** If the project scope is reduced or the project is phased due to budgetary constraints the total duration will inherently be reduced, resulting in a reduction of Inspecting Days and cost for CEI services.*

SCOPE:

CHW will provide the following scope of services:

General

- CHW, as the acting CEI, will abide by the governing provisions for CEI scope of services and additional provisions incorporated as a result of contractual agreement(s). CHW will provide full Construction Engineering & Inspection (CEI) Services for the project including administration of the City's construction agreement (Construction Contract) and any required verification testing if required by the Construction Contract. The Consultant shall be responsible for all communications and dealings with the City's hired roadway contractor and documenting of all field activity in accordance with City regulations, policies and procedures to ensure compliance with the plans, specifications and Construction

Contract. Field activities include but are not limited to tracking of quantities placed, MOT inspection and tracking of contract time/critical paths. The Consultant shall coordinate directly with the City's Project Manager or the City Engineer as required. The Consultant shall be responsible for advising the City of any perceived risks including but not limited to constructability issues due to contractor's means & methods or design errors & omissions, compliance deficiencies or utility conflicts.

- CHW, as the acting CEI, will abide by the provisions of the Contract for Professional Services Agreement for Professional Architectural and Engineering Consulting Services, dated September 26th. 2018, and as outlined in its Exhibit "A" outlining the Scope of Services for Construction Engineering Inspections.
- It shall be the responsibility of CHW to monitor and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.
- CHW shall observe the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the City, consult with the EOR for changes to be administered in the field, and direct the Contractor to correct such observed discrepancies. CHW is designated by the City to negotiate and approve Supplemental Agreements that do not affect time, cost, or design intent. CHW will report such activities in the weekly log. Any other Supplemental Agreements must be determined to be in accordance with Florida law by the City prior to approval by CHW. For any Supplemental Agreement, which include time or cost, CHW shall prepare the Supplemental Agreement as a recommendation to the City, which the City may accept, modify or reject upon review. CHW shall consult with the City, as it deems necessary and shall direct all issues, which exceed its delegated authority to the City for action or direction. CHW shall advise the City of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor. CEI services provided by CHW shall not relieve the Contractor of responsibility for the satisfactory performance of the Construction Contract.
- CHW shall assist in coordinating the Construction Contract administrative activities of all parties involved in completing the construction project. Services shall include maintaining the required level of review of the Contractor compliance activities to assure compliance with the specifications, and special provisions of the Construction Contract. CHW shall maintain complete, accurate records of all compliance activities and events relating to the project performance and properly document noted deficiencies. Pursuant to the contract, CHW shall not be liable for failure of other parties to follow written direction from CHW as the project CEI. CHW will escalate non-compliance issues to the Public Works Director, or his representative, in the event that the City's interests are at stake as a result of non-

compliance by others as it relates to conformance with the Construction Contract and project plans and specifications.

Length of Service

- CHW's services for this Construction Contract shall commence upon written notification to proceed by the City. For the duration of the project, CHW shall coordinate closely with the City and Contractor to minimize rescheduling activities due to construction delays or changes in scheduling of Contractor activities. CHW's proposal is based on the assumption that the contract work will generally take place Monday – Friday, 7:30 AM to 5:30 PM. CHW will have a representative onsite whenever the contractor is performing work onsite. CHW reserves the right to revisit CEI fees based on actual contract time and contractor's schedule (i.e. overtime/weekend hours, contract time extensions given to contractor, etc.). Should the contractor overrun the allotted contract time resulting in liquidated damages to the contractor, thereby extending CEI service coverage and cost, CHW shall track all extended cost and submit an invoice to the City to be reimbursed via assessed liquidated damages from the contractor.

Items Furnished by CEI

- Office Automation – CHW will provide all supporting technology as required to fulfill the scope of CEI services for this project. This specifically includes Microsoft Office platforms for document preparation and correspondence, as well as Blue Beam Revu for formal report compilation with record photo arrays.
- File Repository – CHW will provide an FTP site for the project whereby project files may be stored and exchanged with the owner and engineering consultant.
- Vehicles – CHW CEI inspectors will be fully equipped with appropriate inspection and safety equipment as necessary to effectively carry out the requirements of this project. Vehicles shall have the CHW name and phone number visibly displayed on the vehicle, and any subconsultants hired in pursuit of the project.

Onsite Inspection

- CHW shall monitor the Contractor's onsite construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the project is constructed in reasonable conformity with such documents.
- CHW shall keep accurate records of the Contractor's daily operations and of significant events that affect the work.
- CHW shall be responsible for monitoring the contractor's inspection and implementation of Contractor's Work Zone Traffic Control Plan; and review of modifications to the Work Zone Traffic Control Plan throughout construction phasing.

Sampling & Testing

- CHW will provide daily surveillance and oversight of the Contractor's Quality Control activities and determine the acceptability of all materials and completed work items on the basis of QC test results and/or Verification Test (VT) if deemed necessary; or other applicable quality assurance reviews. At this time, CHW is not proposing to provide VT services in pursuit of the project. However, VT can be supplied upon City's request; and can be deployed at any time throughout the construction contract if deemed necessary by CHW.

Specific Considerations & Inclusions

1. Pre-Construction Conference: Prepare for and conduct the project Pre-Construction Conferences. Address and resolve all issues that arise at the meeting with appropriate offices, agencies and the City. Prepare and distribute detailed minutes of the meeting.
2. Construction Phase Meetings: Prepare the agenda, attend, and conduct as-needed meetings with City personnel, EOR, contractor, sub-contractors, utility personnel and other agencies affected by the project. Be prepared to discuss recent progress, upcoming events in the schedule, and problems associated with the project. Record significant information revealed and discussed at the meeting and distribute written minutes to the appropriate parties.
3. Pre-Pave Conference: Prepare the agenda, attend, and conduct a pre-pave meeting between the City, Contractor, and other stakeholders as appropriate prior to paving operations.
4. Project Administration: Provide project administration and coordinate with the City and EOR during construction. Prepare for and attend, when requested, any periodic or in-depth City inspections that may be conducted. Prepare for, cooperate with, and assist others that may be assigned to review project records, payment certifications, field reports, etc. Provide ample inspectors, VT laboratory personnel (if requested), and assistance to adequately oversee all work being done on the contract. Monitor CHW hours worked on the project and justify any need for overtime with prior approval. Manage and coordinate the activities of the VT laboratory under sub-contract to CHW if required. Prior to starting work, submit to City a final listing of personnel assigned to the project for review and approval.
5. Construction Inspection: Provide effective and qualified monitoring of all construction operations and QC being conducted by the contractor's personnel. All assigned inspectors will be certified in the applicable FDOT CTQP, DEP, and MOT certification(s) listed below:
 - Asphalt Paving Level 1 & 2 (full time during paving operations)
 - Asphalt Plant Level 1 & 2, Optional (full time plant operations)
 - QC Manager
 - Earthwork Construction Inspection Level 1 & 2 (full time)
 - SWPPP Certified (as needed)
 - Advanced MOT Certified

7. Supplemental Agreements/Construction Change, VECP: Notify the City of the necessity of any Supplemental Agreements/Construction Changes. Negotiate prices for additional pay items with the contractor while adhering to predefined project unit pricing. Coordinate acceptance of prices with the City. Submit Value Engineering Change Proposals to the City for analysis and distribution.
8. Reporting: It shall be the responsibility of CHW to ensure that any and all reporting requirements of the City are appropriately satisfied. CHW will ensure that all reporting required is properly completed and submitted according to FDOT guidelines and City requirements.
9. Quality Assurance and Testing for Acceptance: CHW will monitor and oversee the QC testing provided by the contractor's QC laboratory. Additionally, CHW will verify asphalt spread rates, cross slopes, and construction dimensions detailed in the plans to assure conformance to Plans and Specifications—the preceding are only examples and not all-inclusive. In case of notification of defective asphalt as defined in the Specifications, CHW will submit the initial information and receive the final disposition of the material after review. Certifications of material submitted by the contractor will be reviewed by CHW for conformity to the Project Specifications. The certification documents submitted to the City will also be reviewed for completeness and conformance to contract documents. A Final Materials and Tests Certification as provided by the contractor will be submitted to the City with the Final Records.
10. Progress Payments: CHW will review the contractor's Progress Payments to verify quantities using actual project field records, as directed by Special Provisions in the contract, from Supplemental Agreements/Construction Changes or Force Accounts. Quantities for payment will be referenced to field records prior to submission to the City for payment recommendation or rejection. Test reports will be on file prior to payment. The City must approve any waiver of testing documents prior to payment. Payments for stockpiled material may be made as defined in the Standard Specifications and as approved by the City. Pay application review will include review of Contractor's monthly submittal of records regarding employment of apprentices and disadvantaged workers per City of Gainesville Working Ordinance 2005686.
11. Distribution of Correspondence: Include the City on all correspondence (i.e. email, etc.) between the Engineer of Record, contractor, subcontractors, or others concerning matters related to the project.
12. Documentation of Existing Conditions: Provide a pre-construction site assessment report with supporting photos of the pre-construction conditions of the site. Record report and photos will be uploaded to the project FTP site.
13. Review Contractor's Schedule: Conduct a pre-construction review of the contractor's proposed CPM schedule and offer insights regarding feasibility (if warranted), prospective improvement, or concerns. Contractor's schedule shall be transmitted to CHW for review prior to Pre-Construction Conference.
14. Monitoring of Contractor's Schedule: Maintain a tracking log of calendar days, working days, verified and documented weather days, and documented and verified time extensions. Report to the City the status of contract time on a monthly basis, this includes advance notice of impending or anticipated overruns in contract time in order

notify the City as well as contractor to assist in the avoidance in delays to the project schedule.

15. Inspection of Work: Provide inspection services for conformance to Plans and Specifications for all roadway, stormwater, utility, and specialty items that are being incorporated into the project. Observe and verify the contractor's measurements and records of quantities for payment. Record field measurements in project records for review by the City or auditors. The records will be compiled and submitted to the City. Verify contractor's inspection of traffic control daily, and additionally as required or requested. Notify the contractor of deficiencies or observed problems immediately. Verify any and all pay quantities in the case of questions by the contractor or City. Prepare an accurate daily diary consisting of:
 - Record of the contractors on the project
 - Their personnel (number and classification)
 - Equipment (number and type or size)
 - Location and work performed by each contractor or subcontractor
 - Directives given the contractor and relevant discussion
 - Events of note on the project
 - Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
 - Weather, amount of precipitation, temperature at morning, noon, and evening, cloudy, clear, etc.
 - Days charged, with explanation if not charged
 - Equipment arriving or leaving the project, idle equipment
 - Any other details that may be important later in the project life
16. Daily Reports: Electronic copies of our daily reports will be provided to the City during construction, on a weekly basis or as needed. A copy of the report template will be provided to the City for reference and input prior to the start of construction.
17. Monthly Status Reports: Provide monthly project status reports to the owner and EOR at the time of invoicing.
18. Final Records: Submit a compilation of project records in the FDOT's standard format to the City (Final Records) after project completion. Make corrections when/if notified and resubmit the records and a final estimate for the project at the appropriate time, if required. Submit all final forms (FHWA-47, CC3, etc.) with the final records, if required. Coordinate consultant hours after the project completion with the City for approval.
19. Project Claims: Prepare documentation and assist in the defense of the City, when requested, in preparation for Claims or possible Claims resulting in the execution of the contract.
20. Utility Relocation Coordination: Coordination of utility relocations are the responsibility of the Contractor.

SUMMARY OF PROJECT APPROACH:

As the project CEI, CHW will initiate project coordination by building a professional relationship with the primary stakeholders. We will conduct a comprehensive in-house project coordination meeting with the CEI team (Senior Project Engineer, Project Administrator, Contract Support Specialist, Inspectors, support, etc.) to review the contents of this proposal, the provisions of the active Continuing Services contract, project plans and specifications, and aspects of inspection focus requested from the EOR related to specific project challenges and critical elements of the work. CHW will provide a committed assignment of senior inspector to the project, with an alternate inspector for additional support if and when needed. All inspectors will maintain current certifications for applicable work to be inspected as outlined in the "Assigned Personnel" section of this proposal. Inspectors will be pre-initiated with performance expectations defined by 1) CHW standards, 2) client expectations, 3) EOR priorities, 4) plans and specifications, and 5) over-arching FDOT and other relevant governing specifications.

The CEI team will maintain open dialogue and coordination with the City and the EOR. Our inspector(s) will maintain diligent reporting of construction operations, forwarding draft reports daily for advance notification of critical items if need be, and support staff will formalize and submit complete digital reports on a weekly basis. The Project Administrator will track all relevant progress, cost, and correspondence and serve as the primary facilitator of project related communication by all parties.

CEI Inspector(s) will provide primary oversight of construction operations as it relates to approvability and conformance with the project requirements. They will proactively communicate daily with the contractor for planning of inspections for the contractor's work and notify project stakeholders of relevant milestones. CEI Inspector(s) will direct action by the contractor in the field when necessary to correct or remediate deficient or non-conforming work and, when necessary, shall utilize his/her authority to stop the work as required for administration of the Construction Contract. The CEI team shall advise other stakeholders when the work is Substantially Complete in order to facilitate scheduled reviews by all parties.

As the project progresses the CEI team will store project files and record documentation for streamlining of closeout documents at project completion

SUMMARY OF DELIVERABLES:

The following deliverables will be provided by the CEI team:

- Documentation of Existing Conditions
- Contractor’s Schedule Review
- Daily CEI Reporting (Provided Weekly)
- Monthly Status Reporting
- Pay App Review & Certification
- Change Order Qualification
- Substantial Completion Inspection
- Punchlist Preparation
- Final Completion Inspection
- Permit Closeouts
- As-Built Review
- Provide signed and sealed record construction drawings and a signed and sealed certification indicating the project was substantially constructed in accordance with the plans and specifications

ASSIGNED PERSONNEL:

- Senior Project Engineer Tony Caggiano, PE
- Project Administrator: Matty Young, EI
- Contract Support Specialist: Christie McLelland
- Senior Construction Inspector: Josh Wright
- Senior Construction Inspector (Alternate): Wayne Perry

ITEMIZED FEES:

Classification	Scope Description	Time (HR) x Rate	Fees
Director Construction Services/Senior Project Engineer	Contract Administration/Project and Technical Oversight/Certification of Final Red Lines/Final Sign-Off	320 hrs @ \$173.25	\$55,440.00
Construction Project Manager/Project Administrator	Day to Day Management and Project Oversight	1,100 hrs @ \$126.00	\$138,600.00
CEI Inspector (Primary)	Daily Site Inspection-Supervision of Inspection Support Staff Where Needed	2,800 hrs @ \$84.00	\$235,200.00
Project Assistant	Document Control	180 hrs @ \$57.75	\$10,395.00
		TOTAL =	\$439,635.00

The above cited scope of services represents the minimum recommended services for diligence specific to this project, and in response to the Department's specific requirements for Construction Engineering and Inspection Scope of Services and will be provided for a **Not-to-Exceed** fee of **\$439,635.00** to be invoiced periodically as work progresses over the construction contract period of **480 days**. In the event construction extends beyond the contract period, additional fees will be assessed according to the rates cited above and will be compensated via application of liquidated damages from the contractor, or Change Order with the City.

The scope and cost included in this preliminary proposal may be revised or refined to better tailor them to the final acute scope of the project and/or budgetary constraints, and does not include costs for Survey Control or Verification Testing (VT); if requested or required, these services can be provided for additional cost(s) according CHW standard unit rates.

CLOSING:

We hope that the proposed scope of services is satisfactory and meets with your approval. If you have any questions regarding this proposal or the proposed scope of services, please do not hesitate to contact me at either (864) 650-5115 or email at tonyc@chw-inc.com. We appreciate the opportunity to provide you with this proposal and look forward to serving Taylor City on this project.

Sincerely,
CHW

Anthony (Tony) V. Caggiano, Jr., PE
Director of Engineering, Construction Services